



NOTICE TO BIDDERS, SPECIFICATIONS, CONTRACT AND CONTRACT BOND

FOR
HIGHWAY IMPROVEMENT
County of Cook, Illinois

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

Toni Preckwinkle
Cook County Board President

Shannon E. Andrews
Chief Procurement Officer

Letting: September 7, 2016

156TH Street – Commercial Avenue to Halsted Street
Section Number: 14-15632-01-FP
Route No: N/A Township: Thornton
CDBG Project No.: DR-IN-R3-01
IDOT Job No.: C-91-184-15

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

NOV 16 2016

COOK COUNTY PROCUREMENT CONTRACT NO.:1685-15592

NOTICE TO PROSPECTIVE BIDDERS

Submit 1 Original and 2 Copies of Proposal

The Specifications can be downloaded at <http://legacy.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://highwayftp.cookcountyil.gov> (user name: **highwaypublic**; password: **ftpt3st!**)

**Pre-Bid Meeting: Tuesday, August 16, 2016
11 a.m.**

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

All questions are due on **Thursday, August 18, 2016** no later than 3:00pm

Send all questions via e-mails to: lillian.lee@cookcountyil.gov

Bid Submitted by:



Bid Bond is included



A Cashier's Check or a Certified Check is Included

Name CAPITOL CEMENT COMPANY Phone No. 773-478-2200

Email Address: _____

Address 6231 N PULASKI ROAD

City Chicago

State ILLINOIS

Zip Code 60646

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56	7e	Special Provision for Community Development Block Grant Funding	(CCDPD) Dec. 9, 2014
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73	8c	Weekly DBE Trucking Reports	(IL BDE) Jun 2, 2012
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80	11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 26, 2013
81	12a	Indemnification for Cook County	(CC) Dec. 28, 2011
82	12b	Indemnification (Locals)	(CC) Jan. 23, 2012
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104	29	Construction Layout Stakes and Survey Control Points	(CC) Jan. 15, 2013
107	31	Engineer's Field Office	(CC) Jan. 15, 2013
111	33	*Clean Construction and Demolition Debris	(CC) Jan. 15, 2013
115	46	Managing Concrete Waste	(CC) Jan. 1, 2009
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120	60	Soils Information	(CC) Jan. 15, 2013
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205	410	Sanitary and Combined Sewer	current
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209	413	BDE Errata for the 2016 Standard Specifications	(IL BDE) April 1, 2016
213	414	BDE Hot-Mix Asphalt Density Testing of Longitudinal Joints	(IL BDE) April 1, 2016
214	415	BDE Warm Mix Asphalt	(IL BDE) April 1, 2016
216	416	IDOT District 1 Coarse Aggregate for Backfill, Trench Backfil and Bedding (D-1)	(IL D1) Nov 1, 2013
217	417	IDOT District 1 Friction Aggregate	(IL D1) July 24, 2015
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223	419	CSXT Special Provisions	current
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229		IDOT Certificate of Availability	IDOT
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231		Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements	
233		DBE Participation Statement	(CCDOTH)
234		DBE Utilization Plan	(CCDOTH)
235		Cook County Letter of Intent from DBE to Perform as Subcontractor, Supplier and/opr Consultant	(CCDOTH)
236		Petition for Waiver of DBE Participation	(CCDOTH)
237		DBE Good Faith Efforts Checklist	(CCDOTH)
240		Identification of Subcontractor/Supplier/Subconsultant Form	(CC) March 2015
241		Electronic Payables Program ("E-PAYABLES")	(CC) March 2015
242		Affidavit Veteran's Workplace Preference Public Works Contracts	(CC) March 2015
243		Veteran's Preference for VBE and SDVBE Instructions	(CC) March 2015
244		Cook County Economic Disclosure Statement and Execution of Documents	(CC) August 2015
265		Equal Employment Opportunity Compliance Certificate	(CCDPD)
267	F	Surety Statement of Qualification Bonding	(CC) Jun. 2, 2011
268	G1	Trust Agreement	(CC) Jan. 15, 2013
271	H	Performance and Payment of Bond Form	(CC) June 9, 2011
272	I	Contract	(CC) Jan. 15, 2013
275	400	Contract Exhibit A Scheduling	(CC) Current
276	J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
278	K	Proposal Bid Bond	(CC) Jan. 15, 2013
279	L	Bid Deposit Form	(CC) Jan. 15, 2013

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 7, 2016 10:00 a.m. (LOCAL TIME) and then publicly opened and read aloud

Improvement 156th Street Township Thornton

From Commercial Avenue to Halsted Street

Route n/a Section 14-15632-01-FP

Cook County Purchasing Contract No.: **1685-15592**

LOCATION OF IMPROVEMENT

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

The improvement to 156th Street begins at Station 200+00, a point approximately beginning from the centerline of Commercial Avenue, and extends in an easterly direction to Station 219+50, a point approximately 100 feet west of the centerline of Halsted Street, for a distance of 1950 feet (0.37 mile).

The improvement is located within the City of Harvey, Illinois.

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance project.

It is the intent of this contract to provide for the reconstruction of 156th Street roadway west of Lathrop Avenue beginning at Station 206+50 to west of Halsted Street ending at Station 219+53. The proposed two lane road will have a twelve (12) foot lane width from Station 206+50 to Station 215+85 with B-V.12 curb and gutter transitioning to a fifteen (15) foot lane width from Station 215+85 to Station 219+50. The existing pavement of 156th Street shall be completely removed and then reconstructed with 10 inch P. C. Concrete Pavement and a 12 inch Aggregate Subgrade. This project includes the removal and replacement of existing drainage structures, storm/combination sewers, parkway catch basins and sewers, removal and replacement of the combination concrete curb and gutter, cast-in-place pipe lining, reconstruction of side streets to the curb return, signing, landscaping with topsoil and seeding, detour routing, construction staging, traffic protection and all other work as required to complete the improvement.

**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
SPECIAL PROVISION CHECKLIST**

EFFECTIVE Aug 20, 2015 v.2015.7

Project: 156th Street

Limits: Commercial Avenue to Halsted Street

Section: 14-15632-01-FP

No.	Description	Origin and Date Last Revised
X 1	Definition of Terms, Information for Bidders	(CC) March 8, 2016
1a	MBE WBE Definition of Terms, Information for Bidders	(CC) March 8, 2016
X 2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Jan. 15, 2013
X 3	* Pre-Bid Meeting	(CC) Jan. 15, 2013
4	* Wages of Employees on Public Works	(IL-CC) Dec. 26, 2013
X 4a	Davis Bacon Act (Federal Aid)	(FHWA) Apr. 2009
4b	Prevailing Wages for Cook County	Current Month
X 4c	Coalition of Unionized Public Employees (COUPE)	(CC) June 22, 2015
5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2011
6	Responsible Bidder Requirement (Non-Federal Aid)	(IL-CC) Dec. 28, 2011
7	FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts	(FHWA) May 1, 2012
7a	Additional State Requirements for Federal-Aid Construction Contracts	(IL Recurring) Jan. 1, 2015
7b	Subletting of Contracts (Federal-Aid Contracts)	(IL Recurring) Jan. 1, 2014
7c	EEO	(IL Recurring) Nov. 18, 1980
X 7d	Substance Abuse Prevention Program	(IL LRS Recurring) Jan. 1, 2014
X 7e	CDBG Required Special Provisions	
X 8a	* Required Disadvantaged Business Participation (DBE)	(IL-CC) July 15, 2013
8b	* MBE/WBE Business Participation	(CC) May 5, 2014
X 8c	Weekly DBE Trucking Reports (FA locally let projects)	(IL BDE) June 2, 2012
9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 15, 2013
X 10	Insurance Requirements	(CC) July 14, 2016
10a	Township Insurance Requirements	(CC) July 14, 2016
X 10b	CSXT Insurance Requirements	
X 11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 26, 2013
X 12a	Indemnification for Cook County	(CC) Dec. 28, 2011
X 12b	Indemnification (Locals)	(CC) Jan. 23, 2012
X 13	Joint Venture Forms	(CC) Jan. 15, 2013
X 14	Addendum Receipt	(CC) Dec. 28, 2009
X 16	* Combination Bidding Process	(IL-CC) Jan. 15, 2013
17a	Prompt Pay Mechanisms (Non-Federal Aid)	(CC) Jan. 15, 2013
X 17b	Prompt Pay Mechanisms (Federal Aid)	(FHWA) Current

No.	Description	Origin and Date Last Revised
X 23	Contract Claims	(IL-CC) Jan. 15, 2013
X 24	Pre-Construction Conference	(CC) Mar. 18, 1980
25	Mobilization	(CC) Oct. 20, 2009
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
X 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
32	Construction Debris	(CC) July 1, 2006
X 33	* Clean Construction and Demolition Debris	(CC) Jan. 15, 2013
45	Portland Cement Concrete Pavement	(CC) July 1, 2012
X 46	Managing Concrete Waste	(CC) Jan. 1, 2009
47	Class B Patches, Special	(CC) Jan. 1, 2008
48	Class C Patches, Special	(CC) Jan. 1, 2008
49	Pavement Removal and Replacement (10Inch)	(CC) Jan. 1, 2008
X 50	Dowel Bars	(CC) Jan. 1, 2008
51	Structural Fiber Reinforced P.C. Concrete Bus Pad (4 Inch)	(CC) Jan. 1, 2008
52	P.C.C. Bonded Overlay (4 Inch)	(CC) Jan. 1, 2007
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
X 60	Soils Information	(CC) Jan. 15, 2013
61	Stockpiled Embankment	(CC) July 1, 2012
62	Borrow Excavation	(CC) July 1, 2000
X 63	Crushed Stone (Temporary Use)	(CC) Jan. 1, 2008
X 64	Aggregate Subgrade, (12 INCH)	(IL) Current
65	Expanded Polystyrene Fill	(CC) Jan. 15, 2013
66	Cellular Concrete Fill	(CC) July 1, 2006
67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
68	Earth Excavation (Special)	(CC) Jan. 15, 2013
X 69	P.C.C. Surface Finish	(CC) April 7, 2010

70 Traffic Barrier Terminal, Type 1, Special

(IL-CC) Jan. 1, 2008

71 Not Used

No.	Description	Origin and Date Last Revised
X 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
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
117	Approach Slab Repair	(IL-CC) Sep. 25, 2009
118	Asbestos Waterproofing Membrane & Asbestos Hot-Mix-Asphalt Surface Removal (BDE)	(IL) Current
119	Not Used	
120	Segmental Concrete Block Walls	(IL) Current
121	Temporary Soil Retention System	(IL) Current
122	Steel Structures	(CC) Nov. 21, 2007
123	Not Used	
124	Cleaning and Painting Existing Steel Structures	(IL) Current
125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) Current
126	Fine or Coarse Aggregate Embankment	(CC) Jan. 12, 2003
127	Strip Seal Joint Assembly with Elastomeric Concrete Headers	(CC) Oct. 3, 2011
128	Drainage System	(IL) Current
129	Grating	(CC) Jan. 15, 2013
130	Silicone Bridge Joint Sealer	(IL) Current
132	Deck Slab Repair	(IL) Current
133	Bridge Deck Latex Concrete Overlay	(IL) Current
134	Surface Finish	(IL-CC) Jan. 1, 2007
137	Welded Wire Fabric, Epoxy Coated	(CC) Nov. 21, 2007
138	Permanent Steel Sheet Piling	(IL) Current
139	Temporary Sheet Piling	(IL) Current
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007

141	Jack and Remove Existing Bearings	(IL) Current
142	Jacking Existing Superstructure	(IL) Current

No.	Description	Origin and Date Last Revised
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143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Current
146	Polymer Modified Portland Cement Mortar	(IL) Current
147	Concrete Wearing Surface for Use With Deck Beams	(IL) Current
148	Sheet Waterproofing Membrane System	(CC) Nov. 19, 1999
149	Chain Link Fence (Modified)	(CC) Jan. 1, 2004

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

173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
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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

No.	Description	Origin and Date Last Revised
185	* Cooperation With Utilities	(CC) Feb. 10, 2012
186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
190	Water Main Installation	(CC) Dec. 1, 2009
191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
192	Sanitary Sewer Installation	(CC) July 1, 2012
193	Sanitary Manholes	(CC) Dec. 21, 2009
194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012

195 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

X 202 * National Pollutant Discharge Elimination System (CC) January 1, 2013

203 Not Used

204 Maintaining Drainage and Stream Protection (CC) Dec. 1, 2007

205 Storm Water Pollution Separation System (CC) July 1, 2012

206 Storm Water Pollution Separation System (SPECIAL) (CC) Dec. 1, 2007

207 Storm Water Pollution Separation System (In-Line) (CC) July 1, 2012

208-210 Not Used

X 211 Seeding (CC) Sept. 1, 2002

212 Sodding (CC) Jan. 15, 2013

213 Trees To Be Planted (CC) Jan. 1, 2013

214 Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs (CC) Sept. 1, 2002

215 Planting Woody Plants (CC) Jan. 1, 1997

216 Seeding, Fine Fescue Blend (CC) Jan. 1, 2007

217 Seeding, Class 4B Modified (CC) Jan. 1, 2007

218 Not Used

X 227 Work Zone Traffic Control Surveillance (IL) Current

X 228 Traffic Control Devices – Detour Routing (CC) July 1, 2012

229 Not Used

230 Sign Identification Decal (CC) Jan. 15, 2013

X 231 Traffic Protection (CC) July 1, 2012

232-235 Not Used

236 Project Signs Plaque (CC) Jan. 15, 2013

No.	Description	Origin and Date Last Revised
237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012
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
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

No.	Description	Origin and Date Last Revised
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
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)

- 33a Uncontaminated Soil Certification Form LPC663
- 185a Status of Utilities to be Adjusted
- 400 Contract Exhibit A Scheduling (April 2, 2015)
- 401 IDOT Check Sheet for Recurring Special Provisions (April 1, 2016)
- 402 IDOT Local Roads and Street Special Provisions Checklist
- 403 IDOT Bureau of Design and Environment Checklist
- 404 IDOT Bureau of Local Roads and Streets District 1 Checklist
- 405 Index of Supplemental Specifications and Recurring Special Provisions
- 406 HMA Mixture Design Requirements (D-1)
- 407 Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) (D-1)
- 408 Ground Tire Rubber (GTR) Modified Binder (D-1)
- 409 Cured-in-Place Pipe Liner (CIPP)
- 410 Combined Sewer
- 411 Storm Sewers
- 412 BDE Course Aggregate Quality
- 413 BDE Errata for the 2016 Standard Specifications

- 414 BDE Hot-Mix Asphalt-Density Testing of Longitudinal Joints
- 415 BDE Warm Mix Asphalt
- 416 IDOT District 1 Coarse Aggregate for Backfill, Trench Backfill and Bedding (D-1)
- 417 IDOT District 1 Friction Aggregate
- 418 IDOT District 1 Temporary Information Signing
- 419 CSXT Special Provisions

Additional Document Inclusions (Required)

*0 01	Cover Sheet	(CC) April 30, 2015
*0 02	Notice Sheet	(CC) Jan. 15, 2013
*C	Proposal Sheet	(CC) Jan. 1, 2008
*E(DBE)	DBE Economic Disclosure Statement Identification of Subcontractors, Suppliers and Sub consultants Form; Electronics Payables Program ("E-Payables"); Veteran's Preference for VBE and SDVBE; Affidavit Veteran's Workplace Preference Public Works Contracts; Economic Disclosure Statement and Execution Document Index; Instructions for Completion of Economic Disclosure Statement and Execution Documents; Certifications; Execution Pages; Insert IDOT Certificate of Eligibility; Insert IDOT Affidavit of Availability; Labor Standards & Prevailing Wage Requirements; DBE Forms	(CC) April 7, 2015
*E(MWBE)	MBE/WBE Economic Disclosure Statement: Identification of Subcontractors, Suppliers and Sub consultants Form; Electronics Payables Program ("E-Payables"); Veteran's Preference for VBE and SDVBE; Affidavit Veteran's Workplace Preference Public Works Contracts; Economic Disclosure Statement and Execution Document Index; Instructions for Completion of Economic Disclosure Statement and Execution Documents; Certifications; Execution Pages; Insert IDOT Certificate of Eligibility; Insert IDOT Affidavit of Availability; Labor Standards & Prevailing Wage Requirements; M/WBE Forms	(CC) April 7, 2015
F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
*G1	Trust Agreement	(CC) May 20, 2015
*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
(IL Recurring)	Initiated by Illinois Department of Transportation Recurring Special Provisions
(IL LR Recurring)	Initiated by Illinois Department of Transportation Local Roads Recurring Special Provisions
(IL BDE)	Initiated by Illinois Department of Transportation Bureau of Design and Environment
(IL LR)	Initiated by Illinois Department of Transportation Bureau of Local Roads and Streets
(IL D-1)	Initiated by Illinois Department of Transportation District 1

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

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>	<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	1
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	4
3	<input type="checkbox"/> EEO	5
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	15
5	<input type="checkbox"/> Required Provisions - State Contracts	20
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	26
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	27
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	28
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	29
10	<input type="checkbox"/> Construction Layout Stakes	32
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	35
12	<input type="checkbox"/> Subsealing of Concrete Pavements	37
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	41
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	43
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	44
16	<input type="checkbox"/> Polymer Concrete	45
17	<input type="checkbox"/> PVC Pipeliner	47
18	<input type="checkbox"/> Bicycle Racks	48
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	50
20	<input type="checkbox"/> Work Zone Public Information Signs	52
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	53
22	<input type="checkbox"/> English Substitution of Metric Bolts	54
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	55
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	56
25	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	64
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	80
27	<input type="checkbox"/> Pavement Marking Removal	82
28	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment	83
29	<input type="checkbox"/> Preventive Maintenance – Cape Seal	89
30	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing	104
31	<input type="checkbox"/> Preventive Maintenance – Slurry Seal	115
32	<input type="checkbox"/> Temporary Raised Pavement Markers	125
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	126

CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	Reserved	130
LRS 2	<input type="checkbox"/> Furnished Excavation	131
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	132
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	133
LRS 5	<input checked="" type="checkbox"/> Contract Claims	134
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	135
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	141
LRS 8	Reserved	147
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	148
LRS 10	Reserved	149
LRS 11	<input type="checkbox"/> Employment Practices	150
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	152
LRS 13	<input type="checkbox"/> Selection of Labor	154
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	155
LRS 15	<input type="checkbox"/> Partial Payments	158
LRS 16	<input type="checkbox"/> Protests on Local Lettings	159
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	160
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	161

BDE SPECIAL PROVISIONS
For the April 22 and June 10, 2016 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80192	3	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
80241	5	Bridge Demolition Debris	July 1, 2009	
50261	6	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	7	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	8	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	9	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80360	10	<input checked="" type="checkbox"/> Coarse Aggregate Quality	July 1, 2015	
80198	11	Completion Date (via calendar days)	April 1, 2008	
80199	12	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	13	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80261	16	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80358	19	Equal Employment Opportunity	April 1, 2015	
80229	21	Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304	22	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80045	26	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165	28	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80328	37	Progress Payments	Nov. 2, 2013	
34261	38	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	39	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80127	42	Steel Cost Adjustment	April 2, 2004	July 1, 2015
80362	43	Steel Slag in Trench Backfill	Jan. 1, 2016	

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80355	45	Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
20338	46	Training Special Provisions	Oct. 15, 1975	
80318	47	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80302	49	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289	50	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	51	Working Days	Jan. 1, 2002	

The following special provisions and recurring special provisions are in the 2016 Standard Specifications.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80240	Above Grade Inlet Protection	Articles 280.02, 280.04, and 1081.15	July 1, 2009	Jan. 1, 2012
80310	Coated Galvanized Steel Conduit	Article 811.03	Jan. 1, 2013	Jan. 1, 2015
80341	Coilable Nonmetallic Conduit	Article 1088.01	Aug. 1, 2014	Jan. 1, 2015
80294	Concrete Box Culverts with Skews \leq 30 Degrees Regardless of Design Fill and Skews $>$ 30 Degrees with Design Fills $>$ 5 Feet	Article 540.04	April 1, 2012	April 1, 2014
80334	Concrete Gutter, Curb, Median, and Paved Ditch	Articles 606.02, 606.07, and 1050.04	April 1, 2014	Aug. 1, 2014
80335	Contract Claims	Article 109.09	April 1, 2014	
Chk Sht #27	English Substitution of Metric Reinforcement Bars	Article 508.09	April 1, 1996	Jan. 1, 2011
80265	Friction Aggregate	Articles 1004.01 and 1004.03	Jan. 1, 2011	Nov. 1, 2014
80329	Glare Screen	Sections 638 and 1085	Jan. 1, 2014	
Chk Sht #20	Guardrail and Barrier Wall Delineation	Sections 635, 725, 782, and 1097	Dec. 15, 1993	Jan. 1, 2012
80322	Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Sections 312, 355, 406, 407, 442, 482, 601, 1003, 1004, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80323	Hot-Mix Asphalt – Mixture Design Verification and Production	Sections 406, 1030, and 1102	Nov. 1, 2013	Nov. 1, 2014
80348	Hot-Mix Asphalt – Prime Coat	Sections 403, 406, 407, 408, 1032, and 1102	Nov. 1, 2014	
80315	Insertion Lining of Culverts	Sections 543 and 1029	Jan. 1, 2013	Nov. 1, 2013
80351	Light Tower	Article 1069.08	Jan. 1, 2015	
80324	LRFD Pipe Culvert Burial Tables	Sections 542 and 1040	Nov. 1, 2013	April 1, 2015
80325	LRFD Storm Sewer Burial Tables	Sections 550 and 1040	Nov. 1, 2013	April 1, 2015
80337	Paved Shoulder Removal	Article 440.07	April 1, 2014	
80254	Pavement Patching	Article 701.17	Jan. 1, 2010	
80352	Pavement Striping - Symbols	Article 780.14	Jan. 1, 2015	
Chk Sht #19	Pipe Underdrains	Section 601 and Articles 1003.01, 1003.04, 1004.05, 1040.06, and 1080.05	Sept. 9, 1987	Jan. 1, 2007
80343	Precast Concrete Handhole	Articles 814.02, 814.03, and 1042.17	Aug. 1, 2014	
80350	Retroreflective Sheeting for Highway Signs	Article 1091.03	Nov. 1, 2014	
80327	Reinforcement Bars	Section 508 and Articles 421.04, 442.06, 1006.10	Nov. 1, 2013	
80344	Rigid Metal Conduit	Article 1088.01	Aug. 1, 2014	
80354	Sidewalk, Corner, or Crosswalk Closure	Article 1106.02	Jan. 1, 2015	April 1, 2015
80301	Tracking the Use of Pesticides	Article 107.23	Aug. 1, 2012	
80356	Traffic Barrier Terminals Type 6 or 6B	Article 631.02	Jan. 1, 2015	
80345	Underpass Luminaire	Articles 821.06 and 1067.04	Aug. 1, 2014	April 1, 2015

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80357	Urban Half Road Closure with Mountable Median	Articles 701.18, 701.19, and 701.20	Jan. 1, 2015	July 1, 2015
80346	Waterway Obstruction Warning Luminaire	Article 1067.07	Aug. 1, 2014	April 1, 2015

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

SPECIAL PROVISIONS CHECK LIST
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Designer: CCDOTH
 Contract No.: _____

FAP: _____
 Section: 14-15632-01-FP
 County: Cook

√	Dir	File Name	Spec Title	Spec Dates
	DES\	1048945R.DOC	Maintenance of Roadways	E 9/30/85 R 11/1/96
	DES\	1078948R.DOC	Tollway Permit and Bond	E 01/13/89
	DES\	1080301.doc	Restriction on Working Days After a Completion Date	E 01/21/03 R 01/01/07
	DES\	1086587r.doc	Failure to Complete the Work on Time	E 09/30/85 R 01/01/07
	DES\	1088949R.DOC	Completion Date Plus Working Days	E 09/30/85 R 01/01/07
	DES\	1088951R.DOC	Incentive Payment Plan	E 10/01/95 R 01/01/07
	DES\	2080101.doc	RAP For Non-Porous Embankment and Backfill	E 04/01/01 R 01/01/07
	DES\	4020211.doc	Aggregate Surface Course for Temporary Access	E 04/01/01 R 01/02/07
	DES\	4408955R.DOC	Pavement Removal, Special	E 01/13/89 R 01/01/07
	DES\	5028956R.DOC	Rock Excavation for Structures, Special	E 09/30/85 R 01/01/07
	DES\	5038957R.DOC	Rustication Finish For Retaining Walls	E 05/01/90 R 01/01/07
	DES\	5501234R.DOC	Storm Sewer Adjacent to or Crossing Water Main	E 02/01/96 R 01/01/07
	DES\	5508960R.DOC	Storm Sewers & Sewer Connections to City of Chicago Sewers	E 09/30/85 R 01/01/07
	DES\	6008961R.DOC	Slotted Drain	E 09/30/85 R 01/01/07
	DES\	6028962R.DOC	Cleaning Existing Drainage Structures	E 09/30/85 R 12/01/11
	DES\	6068964R.DOC	Concrete Curb, Type B (Modified)	E 09/30/85 R 01/01/07
	DES\	6068965R.DOC	Stabilized Median Surface	E 09/30/85 R 03/24/15
	DES\	6370499.doc	Aggregate For Concrete Barrier (D-1)	E 03/11/04 R 01/24/08
	DES\	7016789.DOC	Traffic Control & Protection (Arterials)	E 02/01/96 R 03/01/11
	DES\	9018967R.DOC	Traffic Control Plan	E 09/30/85 R 01/01/07
	DES\	Adjustments- Reconstructs.doc	Adjustments and Reconstructions	E 03/15/11
	DES\	AGG SUBGR IMPROVEMENT(D1).doc	Aggregate Subgrade Improvement (D1)	E 02/22/12 R 04/01/16
	DES\	Bit Coated Agg Slopewall .doc	Bituminous Coated Aggregate Slopewall	E 01/01/07
X	DES\	CA Backfill Trench Backfill Bedding (D1).doc	Coarse Aggregate for Backfill, Trench Backfill and Bedding (D-1)	E 11/01/11 R 11/01/13
	DES\	CAC-BMPR.doc	Calcium Aluminate Cement (BMPR)	E 07/01/13
	DES\	Conc Noise Abate Wall(D 1).docx	Concrete Noise Abatement Walls (Absorptive & Reflective)(Dist 1)	E 09/05/08 R 01/12/11
	DES\	CTA Flag Coordination.do c	CTA Flagging and Coordination	E 05/14/98 R 08/27/09
	DES\	Drain Inlet Prot Undr Traf f(D1).doc	Drainage And Inlet Protection Under Traffic (D-1)	E 04/01/11 R 04/02/11
	DES\	Embankment I.doc	Embankment I	E 03/01/11 R 11/01/13
	DES\	Embankment II.doc	Embankment II	E 03/01/11 R 11/01/13
	DES\	ENG FIELD OFF TY A (SP).doc	Engineer's Field Office Type A (Special)	E 12/01/11 R 05/01/13
X	DES\	Friction Agg(D-1).doc	Friction Aggregate (D-1)	E 01/01/11 R 07/24/15
	DES\	Grade Shape Shldr.doc	Grading and Shaping Shoulders	E 12/28/01 R 01/01/07
X	DES\	GTR Modified Binder(D- 1).doc	Ground Tire Rubber (GTR) Modified Asphalt Binder (D-1)	E 06/29/06 R 04/01/16
	DES\	Heat of Hydration Ctrl (D1).doc	Heat of Hydration Control (D-1)	E 11/01/13
	DES\	HMA Mix Des Reqmts(D- 1).doc	HMA Mixture Design Requirements (D-1)	E 01/01/13 R 04/01/16
	DES\	HMA QCP (BMPR).doc	Hot Mix Asphalt Quality Control For Performance (BMPR)	E 01/01/12 R 1/16/15
	DES\	Hot in Place Recycle.doc	Pavement Rehabilitation by Hot In-Place Recycling	E 07/11/03 R 05/05/14
	DES\	LightwtCellularConcFill(D1)	Lightweight Cellular Concrete Fill (D-1)	E 11/11/01 R 02/01/16

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Designer: CCDOH
 Contract No.: _____

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 Section: 14-15632-01-FP
 County: Cook

	.docx		
DES\	Pub Conv Sfty(D1).doc	Public Convenience and Safety (D-1)	E 05/01/12 R 07/15/12
DES\	RAP-RAS(D1).doc	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) (D-1)	E 11/01/12 R 04/02/16
DES\	Slipform Paving (D-1).doc	Slipform Paving (D-1)	E 11/01/14
DES\	TEMP_PVMT.doc	Temporary Pavement	E 03/01/03 R 04/10/08
DES\	WINTERIZED TEMP ACCESS 3-5-12.doc	Winterized Temporary Access	E 01/01/12 R 03/05/12
DES\	Status Utility (D-1).doc	Status of Utilities to be Adjusted (D-1)	E 06/01/2016

Bureau of Electrical Special Provisions

ELE\	810.02-UNDERGROUND RACEWAYS.doc	Underground Raceways	E 3/1/2015
ELE\	Combination Controller 2015.doc	Combination Lighting Controller	E 2/23/2015
ELE\	Elec Serv Disc lgt sig 2012.doc	Electric Service Disconnect, Lighting And Traffic Signal	E: 1/1/2012
ELE\	Fiber Optic Cable SM 2013 v2.doc	Fiber Optic Cable	E 3/15/2013
ELE\	Fiber Optic Cable Splice 2014 v1.doc	Fiber Optic Cable	E 6/1/2014
ELE\	General Electrical Provisions 2012.doc	General Electrical Requirements GPS	E 1/1/2012
ELE\	HPS Underpass 2012.doc	Underpass Luminaire, HPS, Stainless Steel Housing	E 1/1/2012
ELE\	Innerduct v4 2014.doc	Wire and Cable	E 10/1/2014
ELE\	Junction Box Embedded 2012.doc	Junction Box Embedded in Structure	E 1/1/2012
ELE\	Light Tower 2015 Galvanized AA SHTO exception v2.doc	Light Tower	E 7/1/2015
ELE\	Lighting Controller SCADA 2012.doc	Lighting Controller, Radio Control, Duplex, Console Type	E 1/1/2012
ELE\	Lighting Maint 2012.doc	Maintenance of Lighting Systems	E 1/1/2012
ELE\	Luminaire 2012.doc	Luminaire	E 1/1/2012
ELE\	Luminaire safety cable 2012.DOC	Luminaire Safety Cable Assembly	E 1/1/2012
ELE\	Protect Underpass LightingSystem 2012.doc	Protect & Maintain Underpass Luminaires	E 1/1/2012
ELE\	Raceway Exposed 2012.DOC	Exposed Raceways	E 1/1/2012
ELE\	Service Connection 2012.doc	Electric Utility Service Connection (ComEd)	E 1/1/2012
ELE\	Service Install 2012.doc	Electric Service Installation	E 1/1/2012
ELE\	Temp light SingleLaneSta 2012.doc	Temporary Lighting For Single Lane Staging	E 01/01/2012
ELE\	Temp pole install 2012.DOC	Temporary Wood Pole, Install Only	E 1/1/2012
ELE\	Unit Duct 2012.DOC	Unit Duct	E 1/01/2012
ELE\	Wire Cable 2012.doc	Wire and Cable	E 1/1/2012

Guide Bridge Special Provisions

GBS\	GBSP04.doc	Polymer Modified Portland Cement Mortar	E 6/7/94 R 07/26/13
GBS\	gbsp12.doc	Drainage System	E 6/10/94 R 6/24/15
GBS\	GBSP13.doc	Floating Bearings	E 10/13/88 R 10/30/12
GBS\	GBSP14.doc	Jack and Remove Existing Bearings	E 04/20/94 R 01/01/07
GBS\	gbsp15.doc	Three Sided Precast Concrete Structure	E 7/12/94 R 12/29/14
GBS\	GBSP16.doc	Jacking Existing Superstructure	E 01/11/93 R 01/01/07
GBS\	GBSP17.doc	Bonded Preformed Joint Seal	E 07/12/94 R 01/01/07
GBS\	gbsp18.doc	Modular Expansion Joint	E 5/19/94 R 12/29/14
GBS\	GBSP21.doc	Cleaning and Painting Contact Surfaces of Existing Steel Structures	E 05/15/91 R 05/18/11

SPECIAL PROVISIONS CHECK LIST
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Designer:
Contract No.:

CCDOTH

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County:

14-15632-01-FP
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GBS\	GBSP25.doc	Cleaning and Painting Existing Steel Structures	E 10/02/01 R 04/19/12
GBS\	GBSP26.doc	Containment and Disposal of Lead Paint Cleaning Residues	E 10/02/01 R 04/30/10
GBS\	GBSP28.doc	Deck Slab Repair	E 05/15/95 R 10/15/11
GBS\	gbsp29.doc	Bridge Deck Microsilica Concrete Overlay	E 5/15/95 R 6/24/15
GBS\	gbsp30.doc	Bridge Deck Latex Concrete Overlay	E 5/15/95 R 6/24/15
GBS\	gbsp31.doc	Bridge Deck HRM Concrete Overlay	E 1/21/00 R 6/24/15
GBS\	GBSP32.doc	Temporary Sheet Piling	E 09/02/94 R 01/31/12
GBS\	gbsp33.doc	Pedestrian Truss Superstructure	E 1/13/98 R 12/29/14
GBS\	GBSP34.doc	Concrete Wearing Surface	E 6/23/94 R 02/06/13
GBS\	GBSP35.doc	Silicone Bridge Joint Sealer	E 08/01/95 R 10/15/11
GBS\	GBSP38.doc	Mechanically Stabilized Earth Retaining Walls	E 02/03/99 R 10/05/15
GBS\	GBSP42.doc	Drilled Soldier Pile Retaining Wall	E 09/20/01 R 10/5/15
GBS\	GBSP43.doc	Driven Soldier Pile Retaining wall	E 11/13/02 R 10/05/15
GBS\	GBSP44.doc	Temporary Soil Retention System	E 12/30/02 R 05/11/09
GBS\	GBSP45.doc	Bridge Deck Thin Polymer Overlay	E 05/07/97 R 02/06/13
GBS\	GBSP46.doc	Geotextile Retaining walls	E 09/19/03 R 07/26/13
GBS\	GBSP51.doc	Pipe Underdrains for Structures	E 05/17/00 R 01/22/10
GBS\	GBSP53.doc	Structural Repair of Concrete	E 03/15/06 R 08/29/14
GBS\	GBSP55.doc	Erection of Curved Steel Structures	E 06/01/07
GBS\	GBSP56.doc	Setting Piles In Rock	E 11/14/96 R 04/19/12
GBS\	GBSP57.doc	Temporary Mechanically Stabilized Earth Retaining Walls	E 01/06/03 R 10/05/15
GBS\	GBSP59.doc	Diamond Grinding and Surface Testing Bridge Sections	E 12/06/04 R 01/03/14
GBS\	GBSP60.doc	Containment and Disposal of Non Lead Paint Cleaning Residues	E 11/25/04 R 03/06/09
GBS\	GBSP61.doc	Slipform Parapet	E 06/01/07 R 12/29/14
GBS\	GBSP62.doc	Concrete Deck Beams	E 06/13/08 R 10/09/09
GBS\	GBSP64.doc	Segmental Concrete Block Wall	E 01/07/99 R 10/30/12
GBS\	GBSP65.doc	Precast Modular Retaining Wall	E 03/19/01 R 12/29/14
GBS\	gbsp67.doc	Structural Assessment Reports for Contractor's Means and Methods	E 03/06/09 R 10/05/15
GBS\	GBSP70.doc	Braced Excavation	E 08/09/95 R 05/18/11
GBS\	GBSP71.doc	Aggregate Column Ground Improvement	E 01/15/09 R 10/15/11
GBS\	GBSP72.doc	Bridge Deck Fly Ash or Ground Granulated Blast-Furnace Concrete Overlay	E 1/18/11 R 6/24/15
GBS\	GBSP73.doc	Cofferdams	E 10/15/11 R
GBS\	GBSP74.doc	Permanent Steel Sheet Piling (LRFD)	E 01/31/12 R 08/17/12
GBS\	GBSP75.doc	Bond Breaker for Prestressed Concrete Bulb-T Beams	E 04/19/12 R
GBS\	GBSP76.doc	Granular Backfill for Structures	E 04/19/12 R 10/30/12
GBS\	GBSP77.doc	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls and Culverts	E 04/19/12 R 10/22/13
GBS\	GBSP78.doc	Bridge Deck Construction	E 10/22/13 R 04/18/14
GBS\	GBSP79.doc	Bridge Deck Grooving (Longitudinal)	E 12/29/14 R / /
GBS\	GBSP80.doc	Fabric Reinforced Elastomeric	E 08/29/14
GBS\	GBSP84.doc	Precast Prestressed Concrete Beams	E 10/05/15 R
GBS\	GBSP85.docx	Micropiles	E 04/19/96 R 10/5/15
GBS\	GBSP86.docx	Drilled Shafts	E 10/05/15
GBS\	GBSP87.docx	Lightweight Cellular Concrete Fill	E 11/11/01 R 10/05/15
GBS\	index.doc	GBSP Check Sheet	
Bridge and Roadway Maintenance Special Provisions			
MNT1\	ADJRCK.doc	Adjust Rocker and Sole Plate	E 01/23/95 R 01/01/07
MNT1\	APPR SLAB REM&	Approach Slab Removal & Replacement	E 12/28/01 R 08/01/15

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	REPL.doc		
MNT1\	APSLRP.DOC	Approach Slab Repair	E 03/13/97 R 09/25/09
MNT1\	Bmstrf.doc	Beam Straightening	E 12/06/94 R 01/01/07
MNT1\	Br-Dk-Conc-Sealer.doc	Bridge Deck Concrete Sealer	E 06/17/10 R 07/01/12
MNT1\	Brgpad.doc	Bearing Pad Adjustment	E 07/27/94 R 01/01/07
MNT1\	Bridge Drain Sys Repair.doc	Bridge Drainage System Repairs	E 11/16/10 R 09/15/11
MNT1\	BRR.doc	Bridge Rail Removal	E 04/15/99 R 01/01/07
MNT1\	Cleaning Drainage System.doc	Cleaning Drainage System	E 06/21/04 R 08/30/10
MNT1\	Concscar.doc	Concrete Bridge Deck Scarification [W/New HMA Overlay W/O WMS]	E 11/22/02 R 01/01/07
MNT1\	CWS.DOC	Concrete Wearing Surface [Use on Slab Bridges - for PPC Dk Bms use GBSP34]	E 06/23/94 R 01/01/07
MNT1\	Debris Removal.doc	Debris Removal	E 06/27/02
MNT1\	dowelrp.doc	Dowel Repair	E 07/27/94 R 01/01/07
MNT1\	EPXINJ.DOC	Epoxy Injection	E 12/06/94 R 01/01/07
MNT1\	Fldre.doc	Floor Drain Extension	E 02/01/96 R 04/07/98
MNT1\	Grade Shape Foreslope.doc	Grading And Shaping Foreslopes	E 04/01/08
MNT1\	Groutrp.doc	Grout Repair	E 07/27/94 R 01/01/07
MNT1\	HMArm1.doc	Hot-Mix Asphalt Surface Removal Complete	E 12/08/93 R 01/01/07
MNT1\	HMArm2.DOC	Hot-Mix Asphalt Surface Removal [Use w/ PPC Deck Beams]	E 07/27/94 R 01/01/07
MNT1\	HMArm3.doc	Hot-Mix Asphalt Surface Removal (Deck)	E 04/29/96 R 01/01/07
MNT1\	HMArm4.doc	Hot-Mix Asphalt Surface Removal [Use w/Deck Slab Repairs]	E 07/27/94 R 01/01/07
MNT1\	Jckcrb.doc	Jacking and Cribbing	E 10/05/99 R 01/01/07
MNT1\	JKRFB.R.DOC	Jack and Reposition Bearings	E 12/15/93 R 07/15/96
MNT1\	Keep Toll Open To Traffic.doc	Keeping the Tollway Open to Traffic	E 03/22/96 R 10/12/10
MNT1\	Keywvrrp.doc	Keyway Repair	E 07/27/94 R 08/12/11
MNT1\	NIGHT WZ LIGHT(D1).doc	Nighttime Work Zone Lighting (D1)	E 11/01/08 R 06/15/10
MNT1\	Paint Warranty7.doc	Warranty for Cleaning and Painting Steel Structures	E 03/03/00 R 11/24/04
MNT1\	PINLNK.DOC	Pin and Link Replacement	E 11/20/95 R 06/20/96
MNT1\	PINRR.DOC	Pin Replacement	E 06/11/96 R 06/20/96
MNT1\	plexdd.doc	Plug Existing Deck Drains	E 11/06/96 R 01/01/07
MNT1\	PPROSH.DOC	Permanent Protective Shield System	E 10/03/96 R 06/27/08
MNT1\	PrGrAng.doc	Pressure Grouting Angles	E 06/01/93 R 01/01/07
MNT1\	reancr.doc	Re-Anchor Existing Expansion Joint Angles	E 02/20/98
MNT1\	REBAR.DOC	Cleaning and Painting Exposed Rebar	E 03/20/97 R 01/01/07
MNT1\	RECIBm.doc	Removal of Existing Concrete I-Beam	E 07/09/98 R 05/05/99
MNT1\	REXPPCDB.doc	Removal of Existing Precast Prestressed Concrete Deck Beams	E 10/28/98 R 01/01/07
MNT1\	RREXRL.DOC	Removing and Re-Erecting Existing Railing	E 10/31/96 R 01/01/07
MNT1\	Scarify.doc	Concrete Bridge Deck Scarification	E 05/15/95 R 01/01/07
MNT1\	SteelRem.doc	Structural Steel Removal	E 10/03/97 R 01/01/07
MNT1\	steelrep.doc	Structural Steel Repair	E 12/15/00 R 01/01/07
MNT1\	STRBM.DOC	Straighten Bent Members	E 01/23/97 R 06/19/06
MNT1\	StructRepConcr(SP).doc	Structural Repair Of Concrete (Special)	E 04/02/07
MNT1\	Tmpsh1.doc	Temporary Shoring & Cribbing [when req'd for damaged beam replacement; requires SE]	E 06/16/92 R 03/11/03
MNT1\	Tmpsh1a.doc	Temporary Shoring & Cribbing [when "May be req'd" for or Day Labor	E 06/16/92 R 04/22/03

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		beam replacement; No SE req'd]		
MNT1\	<u>Tmpsh2.doc</u>	Temporary Shoring and Cribbing [for use w/longitudinal joint. closure on slab bridges]	E 07/27/94 R 03/11/03	
MNT1\	<u>TMPSH3.DOC</u>	Temporary Shoring and Cribbing [Use during Pile Repair]	E 07/16/92 R 03/11/03	
MNT1\	<u>TMPSH4.DOC</u>	Temporary Shoring and Cribbing [Use to support Beams over substructure repair]	E 7/16/92 R 10/17/11	
MNT1\	<u>TMPSH5.DOC</u>	Temporary Shoring and Cribbing [Support Slab Bridge during Joint reconstruction]	E 07/16/92 R 03/11/03	
MNT1\	<u>TMPSH6.DOC</u>	Temporary Shoring and Cribbing [support effected beam during beam end repairs]	E 10/22/04 R 11/09/04	
MNT1\	<u>TMPSLB.DOC</u>	Temporary Slab Support System [use with beam replacement]	E 07/27/94 R 03/11/03	
MNT1\	<u>TMPSP1.DOC</u>	Temporary Support System [Use for Pin & Link Replacement]	E 11/20/95 R 04/04/97	
MNT1\	<u>TMPSP2.DOC</u>	Temporary Support System [Use if Pins over RR]	E 11/20/95 R 03/11/03	
MNT1\	<u>Work Zone Traff Ctr (D1-M).doc</u>	Work Zone Traffic Control (D-1 Maintenance)	E 05/30/96 R 06/15/10	
MNT2\	<u>COARSE SAND PLACEMENT.doc</u>	Coarse Sand Placement	E 02/07/07	
MNT2\	<u>GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING.doc</u>	General Requirements For Weed Control Spraying	E 02/07/07	
MNT2\	<u>MULCH PLACEMENT FOR WOODY PLANTS.doc</u>	Mulch Placement For Woody Plants	E 02/07/07	
MNT2\	<u>Pruning-safety.doc</u>	Pruning For Safety And Equipment Clearance	E 10/31/06	
MNT2\	<u>SELECTIVE CLEARING.doc</u>	Selective Clearing	E 02/08/07	
MNT2\	<u>WEED CONTROL PRE-EMERGENT GRANULAR HERBICIDE.doc</u>	Weed Control, Pre-Emergent Granular Herbicide	E 07/29/02 R 02/07/07	
MNT2\	<u>WEED CONTROL NON-SELECTIVE AND NON-RESIDUAL.doc</u>	Weed Control, Non-Selective And Non-Residual	E 02/07/07	
MNT2\	<u>WEED CONTROL TEASEL (POUND).doc</u>	Weed Control, Teasel (Pound)	E 02/07/07	
<u>Bureau of Traffic Special Provisions</u>				
TRF\	<u>701.01T-KEEPING THE EXPRESSWEAY OPEN TO TRAFFIC.doc</u>	Keeping The Expressway Open To Traffic	E 03/22/96 R 01/21/15	
TRF\	<u>701.02T-FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC.docx</u>	Failure To Open Traffic Lanes To Traffic	E 03/22/96 R 02/09/05	
TRF\	<u>701.03T-TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS).doc</u>	Traffic Control And Protection (Expressways)	E 03/08/96 R 01/21/15	
TRF\	<u>701.04T-TRAFFIC CONTROL SURVIELLANCE (EXPRESSWAYS).doc</u>	Traffic Control Surveillance (Expressways)	E 10/25/95 R 01/21/15	
X	TRF\	<u>701.06T-TEMPORARY INFORMATION SIGNING.docx</u>	Temporary Information Signing	E 11/13/96 R 01/02/07
TRF\	<u>701.07T-TRAFFIC CONTROL FOR WORK</u>	Traffic Control For Work Zone Areas	E 09/14/95 R 01/01/07	

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	<u>ZONE AREAS.docx</u>		
TRF\	<u>701.08Ta-KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY).docx</u>	Keeping Arterial Roadways Open To Traffic (Lane Closures Only)	E 01/22/03 R 02/20/15
TRF\	<u>701.08Tb-KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS).docx</u>	Keeping Arterial Roadways Open To Traffic (With 15 MIN Full Stops)	E 01/22/03 R 02/20/15
TRF\	<u>701.15T-SPEED DISPLAY TRAILER (D1).docx</u>	Speed Display Trailer (D1)	E 4/01/15 R 04/01/16
TRF\	<u>703.01T-WET REFLECTIVE TEMPORARY TAPE TYPE III.docx</u>	Wet Reflective Temporary Tape Type Iii	E 02/01/07 R 02/01/11
TRF\	<u>720.01TS-MAST ARM SIGN PANELS.docx</u>	Mast Arm Sign Panels	E 05/22/02 R 07/01/15
TRF\	<u>720.02TS-SIGN SHOP DRAWING SUBMITTAL.docx</u>	Sign Shop Drawing Submittal	E 01/22/13 R 07/01/15
TRF\	<u>733.09T-OVERHEAD SIGN STRUCTURE BRIDGE MOUNTED.docx</u>	Overhead Sign Structure - Bridge Mounted	E 07/01/15 R
TRF\	<u>780.01T-45 MIL HOT SPRAY THERMOPLASTIC PAVEMENT MARKING.docx</u>	45 Mil Hot Spray Thermoplastic Pavement Marking	E 02/28/94 R 12/18/12
TRF\	<u>800.01TS-TRAFFIC SIGNAL GENERAL REQUIREMENTS.docx</u>	Traffic Signal General Requirements	E 05/22/02 R 01/01/15
TRF\	<u>800.02TS-OPTIMIZE TRAFFIC SIGNAL SYSTEM.docx</u>	Optimize Traffic Signal System	E 05/22/02 R 07/01/15
TRF\	<u>800.03TS-RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM.docx</u>	Re-Optimize Traffic Signal System	E 05/22/02 R 07/01/15
TRF\	<u>805.01TS-SERVICE INSTALLATION (TRAFFIC SIGNALS).docx</u>	Service Installation (Traffic Signals)	E 05/22/02 R 01/27/16
TRF\	<u>806.01TS-GROUNDING OF TRAFFIC SIGNAL SYSTEMS.docx</u>	Grounding Of Traffic Signal Systems	E 05/22/02 R 07/01/15
TRF\	<u>810.01TS-COILABLE NON-METALLIC CONDUIT.docx</u>	Coilable Non-Metallic Conduit	E 05/22/02 R 07/01/15
TRF\	<u>810.02TS-UNDERGROUND RACEWAYS.docx</u>	Underground Raceways	E 05/22/02 R 07/01/15
TRF\	<u>810.03TS-ROD AND CLEAN EXISTING CONDUIT.docx</u>	Rod And Clean Existing Conduit	E 01/01/15 R 07/01/15.
TRF\	<u>814.01TS-HANDHOLES.docx</u>	Handholes	E 01/01/02 R 07/01/15
TRF\	<u>817.01TS-GROUNDING CABLE.docx</u>	Grounding Cable	E 05/22/02 R 07/01/15
TRF\	<u>817.02TS-FIBER OPTIC TRACER CABLE.docx</u>	Fiber Optic Tracer Cable	E 05/22/02 R 07/01/15
TRF\	<u>850.01TS-MAINTENANCE OF EXISTING TRAFFIC SIGNAL AND FLASHING BEACON INSTALLATION.docx</u>	Maintenance Of Existing Traffic Signal Installation	E 05/22/02 R 07/01/15
TRF\	<u>851.01TS-TRAFFIC SIGNAL PAINTING.docx</u>	Traffic Signal Painting	E 05/22/02 R 07/01/15
TRF\	<u>857.01TS-FULL-ACTUATED CONTROLLER (SPECIAL).docx</u>	Full-Actuated Controller (Special)	E 09/26/95 R 07/01/15
TRF\	<u>857.02TS-FULL-ACTUATED CONTROLLER AND CABINET.docx</u>	Full-Actuated Controller And Cabinet	E 01/01/02 R 07/01/15
TRF\	<u>857.03TS-RAILROAD, FULL-ACTUATED CONTROLLER AND CABINET.docx</u>	Railroad, Full-Actuated Controller And Cabinet	E 01/01/02 R 07/01/15
TRF\	<u>860.01TS-MASTER CONTROLLER.docx</u>	Master Controller	E 05/22/02 R 07/01/15
TRF\	<u>862.01TS-UNINTERRUPTABLE POWER SUPPLY, SPECIAL.docx</u>	Uninterruptable Power Supply, Special	E 01/01/13 R 01/05/16
TRF\	<u>862.02TS-UNINTERRUPTABLE POWER SUPPLY, GROUND MOUNTED.docx</u>	Uninterruptable Power Supply, Ground Mounted	E 01/01/12 R 07/01/15

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TRF\	<u>871.01TS-FIBER OPTIC CABLE.docx</u>	Fiber Optic Cable	E 05/22/02 R 07/01/15
TRF\	<u>873.01TS-ELECTRIC CABLE.docx</u>	Electric Cable	E 05/22/02 R 07/01/15
TRF\	<u>873.02TS-GROUNDING EXISTING HANDHOLE FRAME AND COVER.docx</u>	Grounding Existing Handhole Frame And Cover	E 05/22/02 R 07/01/15
TRF\	<u>873.03TS-EVP SYSTEM LINE SENSOR CABLE, NO. 20 3C.docx</u>	Emergency Vehicle Priority System Line Sensor Cable, No. 20 3/C	E 01/01/13 R 07/01/15
TRF\	<u>873.04TS-RAILROAD INTERCONNECT CABLE.docx</u>	Railroad Interconnect Cable	E 05/22/02 R 07/01/15
TRF\	<u>875.01TS-TRAFFIC SIGNAL POST.docx</u>	Traffic Signal Post	E 05/22/02 R 07/01/15
TRF\	<u>876.01TS-PEDESTRIAN PUSH-BUTTON POST.docx</u>	Pedestrian Push-Button Post	E 05/22/02 R 07/01/15
TRF\	<u>877.01TS-MAST ARM ASSEMBLY AND POLE.docx</u>	Mast Arm Assembly And Pole	E 05/22/02 R 07/01/15
TRF\	<u>878.01TS-CONCRETE FOUNDATIONS.docx</u>	Concrete Foundations -	E 05/22/02 R 07/01/15
TRF\	<u>878.02TS-REMOVE AND REPLACE ANCHOR BOLTS.docx</u>	Remove And Replace Anchor Bolts	E 01/01/14 R 07/01/15
TRF\	<u>880.01TS-LED SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD.docx</u>	Light Emitting Diode (Led) Signal Head And Optically Programmed Led Signal Head	E 05/22/02 R 07/01/15
TRF\	<u>880.02TS-FLASHING BEACON INSTALLATION, RELOCATION AND REMOVAL.docx</u>	Flashing Beacon Installation, Relocation And Removal	E 01/01/07 R 07/01/15
TRF\	<u>881.01TS-LED PEDESTRIAN SIGNAL HEAD.docx</u>	Light Emitting Diode (Led) Pedestrian Signal Head	E 05/22/02 R 07/01/15
TRF\	<u>882.01TS-TRAFFIC SIGNAL BACKPLATE.docx</u>	Traffic Signal Backplate	E 05/22/02 R 07/01/15
TRF\	<u>886.01TS-DETECTOR LOOP.docx</u>	Detector Loop	E 05/22/02 R 01/05/16
TRF\	<u>886.02TS-DETECTOR LOOP REPLACEMENT AND OR INSTALLATION.docx</u>	Detector Loop Replacement And/Or Installation (Roadway Grinding, Resurfacing, & Patching Operations)	E 01/01/85 R 01/05/16
TRF\	<u>886.03TS-RADAR VEHICLE DETECTION SYSTEM.docx</u>	Radar Vehicle Detection System	E 07/01/15 R
TRF\	<u>887.01TS-EMERGENCY VEHICLE PRIORITY SYSTEM.docx</u>	Emergency Vehicle Priority System	E 05/22/02 R 07/01/15
TRF\	<u>887.02TS-RELOCATE EXISTING EVP SYSTEM, DETECTOR UNIT.docx</u>	Relocate Existing Emergency Vehicle Priority System, Detector Unit	E 01/01/02 R 07/01/15
TRF\	<u>887.03TS-RELOCATE EXISTING EVP SYSTEM, PHASING UNIT.docx</u>	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	E 01/01/02 R 07/01/15
TRF\	<u>887.04TS-CONFIRMATION BEACON.docx</u>	Confirmation Beacon	E 01/01/02 R 07/01/15
TRF\	<u>888.01TS-PEDESTRIAN PUSH-BUTTON.docx</u>	Pedestrian Push-Button	E 05/22/02 R 07/01/15
TRF\	<u>888.02TS-ACCESSIBLE PEDESTRIAN SIGNALS.docx</u>	Accessible Pedestrian Signals	E 04/01/03 R 07/01/15
TRF\	<u>890.01TS-TEMPORARY TRAFFIC SIGNAL INSTALLATION.docx</u>	Temporary Traffic Signal Installation	E 05/22/02 R 07/01/15
TRF\	<u>890.02TS-TEMPORARY TRAFFIC SIGNAL TIMING.docx</u>	Temporary Traffic Signal Timing	E 05/22/02 R 07/01/15
TRF\	<u>891.01TS-ILLUMINATED SIGN, LED.docx</u>	Illuminated Sign, Led	E 05/22/02 R 07/01/15
TRF\	<u>891.02TS-LED INTERNALLY ILLUMINATED STREET NAME SIGN.docx</u>	Led Internally Illuminated Street Name Sign	E 05/22/02 R 07/01/15
TRF\	<u>895.01TS-MODIFY EXISTING CONTROLLER CABINET.docx</u>	Modify Existing Controller Cabinet	E 05/22/02 R 07/01/15
TRF\	<u>895.02TS-REMOVE EXISTING TRAFFIC</u>	Remove Existing Traffic Signal Equipment	E 05/22/02 R 07/01/15

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		SIGNAL EQUIPMENT.docx		
TRF\		895.03TS-MODIFY EXISTING TYPE D FOUNDATION.docx	Modify Existing Type "D" Foundation	E 01/01/02 R 07/01/15
TRF\		895.04TS-REBUILD EXISTING HANDHOLE.docx	Rebuild Existing Handhole	E 01/01/02 R 07/01/15
TRF\		895.05TS-REBUILD EXISTING HANDHOLE TO HEAVY-DUTY HANDHOLE.docx	Rebuild Existing Handhole To Heavy-Duty Handhole	E 01/01/02 R 07/01/15

FOLLOWING ARE THE CURRENT BDE SPECIAL PROVISIONS ISSUED BY THE CENTRAL BUREAU OF DESIGN AND ENVIRONMENT. PRELIMINARY AND FINAL SPECIAL PROVISIONS THAT ARE DISTRIBUTED FOR DISTRICT OR OUTSIDE AGENCY REVIEW SHOULD INCLUDE A COPY OF EACH APPLICABLE BDE SPECIAL PROVISION. FINAL SUBMITTAL TO THE CENTRAL OFFICE SHOULD ONLY INCLUDE THE BDE SPECIAL PROVISION CHECK SHEET WITH THE APPLICABLE SPECIAL PROVISIONS CHECKED.

	ZD&E\	20338.doc	TRAINING SPECIAL PROVISIONS	E 10/15/75
	ZD&E\	34261.doc	RAILROAD PROTECTIVE LIABILITY INSURANCE	E 12/01/86 R 01/01/06
	ZD&E\	50261.doc	BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
	ZD&E\	50481.doc	BUILDING REMOVAL - CASE II (NON-FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
	ZD&E\	50491.doc	BUILDING REMOVAL - CASE III (FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
	ZD&E\	50531.doc	BUILDING REMOVAL - CASE IV (NO ASBESTOS)	E 09/01/90 R 04/01/10
	ZD&E\	80029.doc	DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	E 09/01/00 R 01/02/16
	ZD&E\	80045.doc	MATERIAL TRANSFER DEVICE	E 06/15/99 R 08/01/14
	ZD&E\	80071.doc	WORKING DAYS	E 01/01/02
	ZD&E\	80099.doc	ACCESSIBLE PEDESTRIAN SIGNALS (APS)	E 04/01/03 R 01/01/14
	ZD&E\	80127.doc	STEEL COST ADJUSTMENT	E 04/02/04 R 07/01/15
	ZD&E\	80157.doc	RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10)	E 01/01/06
	ZD&E\	80165.doc	MOISTURE CURED URETHANE PAINT SYSTEM	E 11/01/06 R 01/01/10
	ZD&E\	80173.doc	BITUMINOUS MATERIALS COST ADJUSTMENTS	E 11/2/06 R 07/01/15
	ZD&E\	80192.doc	AUTOMATED FLAGGER ASSISTANCE DEVICES	E 01/01/08
	ZD&E\	80198.doc	COMPLETION DATE (VIA CALENDAR DAYS)	E 04/01/08
	ZD&E\	80199.doc	COMPLETION DATE (VIA CALENDAR DAYS) PLUS WORKING DAYS	E 04/01/08
	ZD&E\	80229.doc	FUEL COST ADJUSTMENT	E 04/01/09 R 07/01/15
	ZD&E\	80241.doc	BRIDGE DEMOLITION DEBRIS	E 07/01/09
	ZD&E\	80246.doc	HOT MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS	E 01/01/10 R 04/01/2016
	ZD&E\	80261.doc	CONSTRUCTION AIR QUALITY-DIESEL RETROFIT	E 06/01/10 R 11/01/14
	ZD&E\	80274.doc	AGGREGATE/SUBGRADE IMPROVEMENT	E 04/01/12 R 04/01/16
	ZD&E\	80277.doc	CONCRETE MIX DESIGN - DEPARTMENT PROVIDED	E 01/01/12 R 04/01/16
	ZD&E\	80288.doc	WARM MIX ASPHALT	E 01/01/12 R 04/01/16
	ZD&E\	80289.doc	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING	E 01/01/12
	ZD&E\	80293.doc	CONCRETE BOX CULVERTS WITH SKEWS > 30 DEGREES AND DESIGN FILLS ≤ 5 FEET	E 04/01/12 R 04/01/15
	ZD&E\	80295.doc	PAVEMENT MARKING TAPE TYPE IV	E 04/01/16
	ZD&E\	80300.doc	PREFORMED PLASTIC PAVEMENT MARKING TYPE D - INLAID	E 04/01/12 R 04/01/16
	ZD&E\	80302.doc	WEEKLY DBE TRUCKING REPORTS	E 06/02/12 R 04/02/15
	ZD&E\	80304.doc	GROOVING FOR RECESSED PAVEMENT MARKINGS	E 11/01/12 R 08/01/14
	ZD&E\	80306.doc	RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES	E 11/01/12 R 04/01/16
	ZD&E\	80311.doc	CONCRETE END SECTIONS FOR PIPE CULVERTS	E 01/01/13 R 04/01/16
	ZD&E\	80317.doc	SURFACE TESTING OF HOT MIX ASPHALT OVERLAYS	E 01/01/13 R 04/01/16

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Generated - 1/12/16 8:35 AM Revised - 3/30/16

Designer:
Contract No.:

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Section:
County:

14-15632-01-FP
Cook

ZD&E\	80318.doc	TRAVERSABLE PIPE GRATE	E 01/01/13 R 04/01/14
ZD&E\	80328.doc	PROGRESS PAYMENTS	E 11/02/13
ZD&E\	80336.doc	LONGITUDINAL JOINT AND CRACK PATCHING	E 04/01/14 R 04/01/16
ZD&E\	80338.doc	PORTLAND CEMENT CONCRETE PARTIAL DEPTH HOT-MIX ASPHALT PATCHING	E 04/01/14 R 04/01/16
ZD&E\	80340.doc	SPEED DISPLAY TRAILER	E 04/02/14 R 04/01/16
ZD&E\	80342.doc	MECHANICAL SIDE TIE BAR INSERTER	E 08/01/14 R 04/01/16
ZD&E\	80347.doc	HOT-MIX ASPHALT - PAY FOR PERFORMANCE USING PERCENT WITHIN LIMITS - JOBSITE SAMPLING	E 11/01/14 R 04/01/16
ZD&E\	80349.doc	PAVEMENT MARKING BLACKOUT TAPE	E 11/01/14 R 04/01/16
ZD&E\	80353.doc	PORTLAND CEMENT CONCRETE INLAY OR OVERLAY	E 01/01/15 R 04/01/16
ZD&E\	80355.doc	TEMPORARY CONCRETE BARRIER	E 01/01/15 R 07/01/15
ZD&E\	80358.doc	EQUAL EMPLOYMENT OPPORTUNITY	E 04/01/15
ZD&E\	80359.doc	PORTLAND CEMENT CONCRETE BRIDGE DECK CURING	E 04/01/15 R 04/01/16
ZD&E\	80360.doc	COARSE AGGREGATE QUALITY	E 07/01/15
ZD&E\	80361.doc	OVERHEAD SIGN STRUCTURES - CERTIFICATION OF METAL FABRICATOR	E 11/01/15 R 04/01/16
ZD&E\	80362.doc	STEEL SLAG IN TRENCH BACKFILL	E 01/01/16
ZD&E\	80363.doc	ENGINEER'S FIELD OFFICE	E 04/01/16
ZD&E\	80364.doc	ERRATA FOR THE 2016 STANDARD SPECIFICATIONS	E 04/01/16
ZD&E\	80365.doc	PEDESTRIAN PUSH-BUTTON	E 04/01/16

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

BY ORDER

BOARD OF COUNTY COMMISSIONERS

THE COUNTY OF COOK

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

JOHN 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://legacy.purchasing/public/index.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://highwayftp.cookcountyil.gov> (user name: **highwaypublic**; password: **ftpt3st!**).

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

INFORMATION for BIDDERS

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

8) The following completed documents are to be submitted with 1 Original and 1 Copy of the Bid:

Joint Venture Forms	1 original
Bituminous Materials Cost Adjustments (when applicable)	1 original
Economic Disclosure Statement and Execution Documents:	
IDOT Certificate of Eligibility	1 copy
IDOT Affidavit of Availability	1 copy
DBE Utilization Plan	1 copy
(Note: If original cannot be provided a copy is acceptable.)	
DBE Participation Plan	1 copy
(Note: If original cannot be provided a copy is acceptable.)	
Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant	1 copy
(Note: If original cannot be provided a copy is acceptable.)	
Current DBE Letter of Certification for each participant	1 copy
Petition for Reduction/Waiver of DBE Participation Goals	1 original
Contractor Certifications	1 original
Economic and Other Required Disclosures	1 original
Lobby, Local Business Preference, Real Estate Ownership	1 original
Affidavit of Child Support Obligations	1 original
Disclosure of Ownership Interest Statement	1 original
Familial Relationship Disclosure Provision	1 original
Certification Concerning Labor Standards And Prevailing Wage Requirements	1 original
Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements	1 copy
Execution Pages:	
Sole Proprietor Signature Page	3 originals
Partnership and/or Joint Venture Signature Page	3 originals
Corporation Signature Page	3 originals
Bid Deposit Form	1 original
Proposal Bid Bond	1 original
Surety Statement of Qualifications	1 original

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

Performance and Payment Bond	1 original
Certificates of Insurance evidencing:	
Worker's Compensation and Employer's Liability	1 original
Commercial General Liability	1 original
Commercial Automobile Liability	1 original
Contractor's Pollution Liability	1 original (If required)
Excess Liability	1 original
Railroad Protective Liability (when applicable)	1 original
Trust Agreement	1 original

Coalition of Unionized Public Employees "COUPE" form

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:

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

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

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

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

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

Delivery of Bids

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

Withdrawal of Bids

Bidder may withdraw their bid prior to bid opening.

Public Opening of Bids

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

Consideration of Bids

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

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

Awarding of Contract

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

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

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

Requirement of Contract Bond

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

Failure to Execute Contract

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

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

**SPECIAL PROVISION
FOR
PRE-BID MEETING**

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

Date: Tuesday, August 16, 2016

Time: 11 a.m.

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

Wage and Hour Division (WHD)

The Davis-Bacon Act, as Amended

WH Publication 1246

(Revised April 2009) (PDF)

PUBLIC LAW 107-217-AUG. 21, 2002 [as amended ¹]

AN ACT

To revise, codify, and enact without substantive change certain general and permanent laws, related to public buildings, property, and works, as title 40, United States Code, "Public Buildings, Property, and Works".

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. TITLE 40, UNITED STATES CODE.

Certain general and permanent laws of the United States, related to public buildings, property, and works, are revised, codified, and enacted as title 40, United States Code, "Public Buildings, Property, and Works", as follows:

TITLE 40-PUBLIC BUILDINGS, PROPERTY, AND WORKS

* * * * *

SUBTITLE II-PUBLIC BUILDINGS AND WORKS

PART A-GENERAL

* * * * *

CHAPTER 31 - GENERAL

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SUBCHAPTER IV - WAGE RATE REQUIREMENTS

Sec. 3141. Definitions

In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-
 - (A) the basic hourly rate of pay; and
 - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-
 - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and
 - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

Sec. 3142. Rate of wages for laborers and mechanics

- (a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia

and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-
 - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;
 - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and
 - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.
- (d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.
- (e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the

contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

- (a) Payment of Wages.-
 - (1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.
 - (2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.
- (b) List of Contractors Violating Contracts.-
 - (1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.
 - (2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

* * * * *

Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

1. Pub. L. 109-284 Sec. 6(11), (12), and (13) made three minor technical corrections in Secs 3141(1), and 3142(d) and (e). (Sept. 27, 2006, 120 Stat.1213.)

2. The Davis-Bacon Act, referred to in par. (1), is act of Mar. 3, 1931, ch. 411, 46 Stat. 1494, as amended, which was classified generally to sections 276a to 276a-5 of former Title 40, Public Buildings, Property, and Works, and was repealed and reenacted as sections 3141-3144, 3146, and 3147 of this title by Pub. L. 107-217, Secs. 1, 6(b), Aug. 21, 2002, 116 Stat. 1062, 1304.

General Decision Number: IL160009 07/08/2016 IL9

Superseded General Decision Number: IL20150009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/29/2016
3	02/19/2016
4	02/26/2016
5	04/01/2016
6	06/03/2016
7	06/17/2016
8	06/24/2016
9	07/01/2016
10	07/08/2016

ASBE0017-001 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal, scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 36.34	23.15

BOIL0001-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 42.13	25.45

BRIL0021-001 06/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 43.78	24.81

BRIL0021-004 06/01/2015

	Rates	Fringes
Marble Mason.....	\$ 43.03	24.25

 BRIL0021-006 06/01/2015

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 41.88	23.34
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2015

	Rates	Fringes
MARBLE FINISHER.....	\$ 32.40	23.85

BRIL0021-012 06/01/2014

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.62	22.46

CARP0555-001 06/01/2015

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 44.35	28.81

CARP0555-002 10/01/2015

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER.....	\$ 35.11	28.81

ELEC0009-003 06/01/2016

	Rates	Fringes
Line Construction Groundman.....	\$ 38.14	23.71
Lineman and Equipment Operator.....	\$ 48.90	30.40

* ELEC0134-001 06/06/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 46.10	31.15

ELEC0134-002 04/01/1998

	Rates	Fringes
ELECTRICIAN CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4

weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law-; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

* ELEC0134-003 06/06/2016

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 42.02	23.00

The work shall consist of the 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.

ELEV0002-003 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 50.80	28.39+a+b

FOOTNOTES:

a) Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

b) Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for less than 5 years of service.

* ENGI0150-006 06/01/2016

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 49.10	34.85
GROUP 2.....	\$ 47.80	34.85
GROUP 3.....	\$ 45.25	34.85
GROUP 4.....	\$ 43.50	34.85

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; 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 Backhoe Front Endloader 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*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One,

Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers and Skid Rig*; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram (Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

 * ENGI0150-025 06/01/2016

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.30	34.85
GROUP 2.....	\$ 46.75	34.85
GROUP 3.....	\$ 44.70	34.85
GROUP 4.....	\$ 43.30	34.85
GROUP 5.....	\$ 42.10	34.85

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt

Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 78 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; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; 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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large, over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2015		
	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 44.45	35.54
Structural and Reinforcing..	\$ 44.20	35.54
IRON0063-001 06/01/2015		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 45.00	32.14
IRON0063-002 06/01/2015		
	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 37.34	25.41

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Machinery Erectors.....	\$ 40.00	31.76
Master Riggers.....	\$ 42.50	31.76

LABO0002-006 06/01/2016

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.20	26.30
GROUP 3.....	\$ 40.28	26.30
GROUP 4.....	\$ 40.30	26.30
GROUP 5.....	\$ 40.40	26.30
GROUP 6.....	\$ 40.40	26.30
GROUP 7.....	\$ 40.43	26.30
GROUP 8.....	\$ 40.53	26.30
GROUP 9.....	\$ 40.55	26.30
GROUP 10.....	\$ 40.75	26.30
GROUP 11.....	\$ 40.78	26.30
GROUP 12.....	\$ 40.40	26.30

LABORER CLASSIFICATIONS

- GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.
- GROUP 2: Fireproofing and Fire Shop laborers.
- GROUP 3: Cement Gun.
- GROUP 4: Chimney over 40 ft.; Scaffold Laborers.
- GROUP 5: Cement Gun Nozzle Laborers (Gunite); Windlass and capstan person.
- GROUP 6: Stone Derrickmen & Handlers.
- GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.
- GROUP 8: Firebrick & Boiler Laborers.
- GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.
- GROUP 10: Boiler Setter Plastic Laborers.
- GROUP 11: Jackhammermen on fire brick work only.
- GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2016

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.28	26.30
GROUP 3.....	\$ 40.40	26.30
GROUP 4.....	\$ 40.43	26.30
GROUP 5.....	\$ 40.40	26.30

LABORER CLASSIFICATIONS

- GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned
- GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0002-008 06/01/2016

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 41.20	26.30
16 - 20 POUNDS.....	\$ 41.70	26.30
21 - 26 POUNDS.....	\$ 42.20	26.30
27 - 33 POUNDS.....	\$ 43.20	26.30
34 - AND OVER.....	\$ 44.20	26.30
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.33	26.30
GROUP 3.....	\$ 40.43	26.30
GROUP 4.....	\$ 40.55	26.30
GROUP 5.....	\$ 40.20	26.30

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cagetenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0225-001 06/01/2016

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 35.00	26.30
GROUP 2.....	\$ 40.40	26.30

GROUP 3.....\$ 40.40 26.30

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

PAIN0014-001 06/01/2016		
	Rates	Fringes
PAINTER (including taper).....	\$ 44.55	26.09

PAIN0027-001 06/01/2016		
	Rates	Fringes
GLAZIER.....	\$ 41.70	34.02

PLAS0005-002 07/01/2015		
	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

PLAS0502-001 06/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.25	29.91

PLUM0130-001 06/01/2016		
	Rates	Fringes
PLUMBER.....	\$ 48.25	27.92

PLUM0597-002 06/01/2016		
	Rates	Fringes
PIPEFITTER.....	\$ 47.50	29.79

ROOF0011-001 06/01/2016		
	Rates	Fringes
ROOFER.....	\$ 41.70	21.40

SFIL0281-001 06/01/2016		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.20	25.18

SHEE0073-001 06/01/2011		
	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23

SHEE0073-002 06/01/2011		
	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

TEAM0731-001 06/01/2015		
COOK COUNTY - HEAVY AND HIGHWAY		
	Rates	Fringes
TRUCK DRIVER 2 or 3 Axles.....	\$ 35.03	18.85

4 Axles.....	\$ 35.28	18.85
5 Axles.....	\$ 35.48	18.85
6 Axles.....	\$ 35.68	18.85

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 28.25	9.08

TEAM0786-001 06/01/2015

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 37.395	.25+a
4 Axles.....	\$ 37.645	.25+a
5 Axles.....	\$ 37.855	.25+a
6 Axles.....	\$ 38.065	.25+a

FOOTNOTES:

a. \$659.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination

- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.)

and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SPECIAL PROVISION
for
COALITION OF UNIONIZED PUBLIC EMPLOYEES "COUPE"

The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in County of Cook.

**SPECIAL PROVISION
FOR
RESPONSIBLE BIDDER REQUIREMENT**

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

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.

CHECK SHEET #LRS17

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

**SPECIAL PROVISION
FOR
SUBSTANCE ABUSE PREVENTION PROGRAM**

Effective: January 1, 2008
Revised: January 1, 2014

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Substance Abuse Prevention Program. Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in 820 ILCS 265 or shall have a collective bargaining agreement in effect dealing with the subject matter of 820 ILCS 265.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

**SPECIAL PROVISION FOR COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING**

The contractor is specifically advised that a portion of the funding for **156th Street Commercial Avenue to Halsted Street**, Section Number **14-15632-01-FP** Federal Project Number **DR-IN-R2-03**, Federal Job Number _____, Cook County Contract Number **1685-15592** and the City of **Harvey**, Illinois is a sub-grantee of the Cook County of a grant made pursuant to the Housing and Community Development Act of 1974, pursuant to an agreements entered into and between the County of Cook and the City of Harvey. Further, the estimated percentage of the total cost of this project to be funded with federal dollars through the county's CDBG program is **(.535%)** of the total contract amount and the exact dollar amount of CDBG federal funds which will be set aside for this Project will be based on the contract amount awarded to the City under this offering.

The contractor will be required to provide a copy of all required paperwork as described in the contract specifications and as described below to the Resident Engineer. This work will not be paid for separately, but considered incidental to the contract.

ILLINOIS EQUAL EMPLOYMENT OPPORTUNITY AND FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

See FHWA 1273, Supplemental and Recurring Special Provisions for ADDITIONAL STATE REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION CONTRACTS, SUBLETTING OF CONTRACTS (FEDERAL-AID CONTRACTS) AND EEO, Cook County requires that the EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE be executed by the contractor awarded this project. This certificate will need to be executed and returned to

Cook County Department of Transportation and Highways
Construction Department
69 West Washington Street – 23rd Floor
Chicago, IL 60602

**SECTION 3 CLAUSE
24 CFR, PART 135.20 AND GRANT AGREEMENT**

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as Section 3 clause):

A. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the

Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170 1u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project to be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to the Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice inconspicuously placed available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to execution of the Contract shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided and to such sanctions as are specified by 24 CFR 135.

NOTE: Contractors are required to submit a Section 3 Affirmative Action Plan within 15 days of award of Contract. The Plan is to describe the Contractor's affirmative efforts to train and employ lower income residents of the project area and to subcontract work with small businesses in the project area.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT PROVISION

Where applicable, all contracts awarded by grantees and sub grantees in excess of \$2,000.00, for construction contracts and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than one and one-half (1 ½) times the basic rate of pay for all hours work in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT OF 1970 and the FEDERAL WATER POLLUTION CONTROL ACT PROVISIONS

Contracts and sub grants of amounts in excess of \$100,000.00 shall contain a provision which requires the recipient to agree to all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of The Environmental Protection Agency.

ARCHITECTURAL BARRIERS ACT OF 1968 PROVISION

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151) Standard Specification for Making Buildings and Facilities Accessible and Usable by Physically Handicapped, Number A-117.1 – 1961, as modified.

RECORD KEEPING AND INSPECTION

During the performance of this Contract, the Contractor agrees that the municipality, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representative shall have access to books, documents, papers and records of the Contractor which are directly pertinent to a

specific grant program for the purpose of making an audit, examination, excerpts and transcriptions.

**FEDERAL LABOR STANDARDS PROVISIONS AND MINIMUM WAGESW
FOR FEDERALLY ASSISTED CONTRUCTION**

See FHWA 1273

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Cook County Department of Transportation and Highways. The goal has been included because the Cook County Department of Transportation and Highways has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform ~~36%~~ of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Cook County Department of Transportation and Highways will only recommend award this

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

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

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

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

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

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

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

suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

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

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

Transportation and Highways, Contract Documents Administrator. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Cook County Department of Transportation and Highways. The Cook County Department of Transportation and Highways will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Cook County Department of Transportation and Highways, the bidder will be sent a written decision within **ten (10) working days** after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Cook County Department of Transportation and Highways that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

- (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Cook County Chief Procurement Officer. All requests for amendment to the Utilization Plan shall be submitted to the Cook County Office of the Chief Procurement Officer with copies to Cook County Department of Transportation and Highways, Construction Bureau.
- (b) **TERMINATION OR REPLACEMENT.** The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Cook County Chief Procurement Officer as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted to the Cook County Department of

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

- (d) **ALTERNATIVE WORK METHODS.** In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create under runs in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience under runs and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) **TERMINATION AND REPLACEMENT PROCEDURES.** The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Chief Procurement Officer agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Chief Procurement Officer any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Chief Procurement Officer and Cook County Department of Transportation and Highways - Construction Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE **five (5) days** to respond to the Contractor's notice. The DBE so notified shall advise the Chief Procurement Officer, Cook County Department of Transportation and Highways - Construction Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Chief Procurement Officer should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Chief Procurement Officer may provide a response period shorter than **five (5) days**.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

- (f) **PAYMENT RECORDS.** The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Cook County Department of Transportation and Highways for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty (30) calendar days after payment has been made by the Cook County Department of Transportation and Highways to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to Cook County Department of Transportation and Highways – Construction Bureau. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or

if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Cook County Department of Transportation and Highways may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

- (g) **ENFORCEMENT.** The Cook County Department of Transportation and Highways reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) **RECONSIDERATION.** Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Cook County Chief Procurement Officer with copies to Cook County Department of Transportation and Highways – Construction Bureau and shall be handled and considered in the same manner as set forth in paragraph (c) of “Good Faith Effort Procedures” of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Cook County Chief Procurement Officer.

Assist Agencies

ILLINOIS DEPARTMENT OF TRANSPORTATION
 Bureau of Local Roads and Streets
 201 West Center Court
 Schaumburg, IL 60196
 847-705-4795
 847-705-4203 (Fax)
Moud.Ahmad@illinos.gov

Carnice Carey
 Executive Director
 Cosmopolitan Chamber of Commerce
 30 E. Adams Street, Suite 1050
 Chicago, IL 60603
 312-786-0212
 312-786-9079 (FAX)
ccarey@cosmochamber.com

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

ILLINOIS ROAD BUILDERS
 500 Park Boulevard
 Itasca, IL 60143
 630-773-1220
 630-773-1231 (FAX)
Liz@irtba.org
Annette@irtba.org

TARGET GROUP, INC.
 330 South Wells Street
 Suite 400
 Chicago, IL 60606
 312-873-0200
 312-873-0299 (FAX)
jwilliams@targetgroupinc.com

Ms. Sheila Hill Morgan
 Executive Director
 CHICAGO MINORITY SUPPLIER DEVELOPEMTN COUNCIL
 (C.M.S.D.C.)
 105 West Adams
 Chicago, IL 60603
 312-755-8880
 312-755-8890 (FAX)
shillmorgan@chicagomsc.org

Victor Davis
 Contractor Development Program
 CHICAGO URBAN LEAGUE
 4510 South Michigan Avenue
 Chicago, IL 60653
 773-451-3559
 773-285-7772 (FAX)
twatley@thechicagourbanleague.org

Ms. Beth Doria
 FEDERATION of WOMEN CONTRACTORS
 5650 South Archer Avenue
 Chicago, IL 60638
 312-360-1122
 312-360-0239 (FAX)
fwcchicago@aol.com

Ms. Joyce Shannahan
 Director
 INDUSTRIAL COUNCIL of NEARWEST
 2023 West Carroll Avenue
 Chicago, IL 60612
 312-421-3941
 312-421-1871 (FAX)
joyce@industrialcouncil.com

D. Lorenzo Padron
 Director of Procurement
 LATIN AMERICAN CHAMBER of COMMERCE
 3512 West Fullerton Avenue
 Chicago, IL 60647
 773-252-5211
 773-252-7065 (FAX)
randrade@latinamericanchamberofcommerce.com

Mr. Frank Aguilar
President
LITTLE VILLAGE 26th STREET AREA CHAMBER OF COMMERCE
3610 West 26th Street
Chicago, IL 60623
773-521-5387
312-521-5387 (FAX)
senortamale@msn.com

Perry Gunn
Executive Director
NORTH RIVER COMMISSION/LADCOR
3403 West Lawrence – Suite 201
Chicago, IL 60625
773-478-0202
773-478-0282

Ms. Angela R. Johnson
National Director of International Trade Bureau
RAINBOW P.U.S.H.
930 East 50th Street
Chicago, IL 60615
773-373-3366
312-373-3571 (FAX)
mturner@rainbowpush.org

Ms. Patricia Showers
Executive Director
UPTOWN CENTER/HULL HOUSE
4520 North Beacon
Chicago, IL 60640
773-561-3500
312-561-3507 (FAX)
croeschley@hullhouse.org

Ms. Emilia DiMenco
Chief Operating Officer
WOMEN'S BUSINESS DEVELOPMENT CENTER
8 South Michigan
Suite 400
Chicago, IL 60604
312-853-3477
312-853-0145 (FAX)
edimenco@wbdc.org

Sharah Garrett
American Council of Engineering Companies of Illinois (ACEC Illinois)
5221 South 6th Street Road
Suite 120
Springfield, IL 62703
217-529-7430
sharah@acecil.org

Cook County Departments

Cook County Office of the Chief Procurement Officer
118 N. Clark Street – Room 1018
Chicago, Illinois 60602
312-603-6729

Cook County Department of Transportation and Highways
Contract Documents Administrator
69 W. Washington Street – Suite 2400
Chicago, Illinois 60602
312-603-1830

Cook County Office of Contract Compliance
118 North Clark Street
10th Floor
Chicago, Illinois 60602
312-603-5370

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports 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.

80302

SPECIAL PROVISION
FOR
INSURANCE REQUIREMENTS

The cost to the Contractor for providing this insurance coverage shall be considered as included in the cost of the contract.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all subcontractors to provide the insurance required in this Agreement, or Contractor may provide said coverage for subcontractors. All subcontractors are subject to the same insurance requirements as Contractor unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

The Contractor shall maintain insurance as set forth below.

A. Workers Compensation Insurance

In accordance with the Laws of the State of Illinois and including Employer's Liability Insurance with limits not less than the following:

The Workers Compensation policy shall also include the following provisions:

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. Commercial General Liability Insurance

For bodily injury, personal injury and property damage on an occurrence form (ISO Form CG 0001 or equivalent) with limits not less than the following:

Each Occurrence	\$1,000,000
General Aggregate per Project	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000

- i) All Premises and Operations.
- ii) Explosion, collapse and underground damage.

- iii) Contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement.
- iv) Contractor's Protective coverage for independent contractors or subcontractors employed by Contractor.

Such policy must contain (i) ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent, and (ii) severability of interest/separation of insured clause. The products and completed operations coverage (including ISO Endorsement CG 2037 or equivalent) must be maintained for a period of two years after final acceptance of the Project.

C. Commercial Automobile Liability Insurance

For bodily injury and property damage arising from the ownership, maintenance or use of owned, hired and non-owned vehicles (ISO Form CA 00 01 or equivalent) with a limit no less than \$1,000,000 per accident.

D. Excess Liability

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$5,000,000
General Aggregate per Project:	\$5,000,000

Additional Insured

The required insurance policies, with the exception of the Workers Compensation, must name **Cook County, its officials and employees as additional insured**, with respect to operations performed. The Commercial General Liability policy shall specifically include **ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalent**. Contractor's insurance shall be primary and non-contributory with any insurance maintained by such additional insured.

No other form will be accepted without prior approval of the Cook County Department of Transportation and Highways. All liability policies shall entirely delete ISO endorsements CG21 39 10 93 or similar endorsement or policy provision which limit contractual liability.

As part of the provisions and requirement for this project, other entities may be required to be added as an "additional insured" on the liability insurance of the Contractor. The Contractor shall assure these entities are included as additional insured.

Qualification of Insurers

All insurers must possess an A.M. Best rating of A- VII or better and be authorized to do business in Illinois. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies. Companies with ratings lower than (A-) or VII will be acceptable only upon written consent of Superintendent of Transportation and Highways. Upon written request from the Superintendent of Transportation and Highways, Contractor must supply certified copies of the required insurance policies within ten (10) days.

Certificates of Insurance

Within fourteen (14) days of notification of award, the Contractor must provide properly completed certificates of insurance on Acord forms which evidence the required insurance. The certificates must specifically list each of the required additional insured and specify that Waiver of Subrogation Endorsements apply. The certificates must be accompanied by the required Commercial General Liability ISO Additional Insured Endorsements CG 2010 and CG 2037 (or equivalent).

The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with the insurance required above. Coverage shall be in companies subject to approval of the County.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements. The certificates shall also include the following: **The coverage and limits conform to the minimum required by Article 107.27 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.**

Notice of Cancellation or Non-Renewal

Contractor shall provide the Superintendent of Highways and Transportation with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Superintendent 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.

Property Insurance

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

CSXT INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about B&OCT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name B&OCT as an additional insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against B&OCT and its affiliates [if permitted by state law].
3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name B&OCT as an additional insured.
4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
 - b. B&OCT must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:
 The Baltimore & Ohio Chicago Terminal Railroad Company,
 a wholly owned subsidiary of
 CSX Transportation, Inc.
 500 Water Street, C-907
 Jacksonville, FL 32202
 - c. The Name and Address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.
 - d. A description of operations and location must appear on the Declarations page and must match the Project description.
 - e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
 - f. Authorized endorsements must include:
 - (i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later
 - g. Authorized endorsements may include:
 - (i) Broad Form Nuclear Exclusion - IL 00 21
 - (ii) Notice of Non-renewal or cancellation
 - (iii) Required State Cancellation Endorsement
 - (iv) Quick Reference or Index - CL/IL 240
 - h. Authorized endorsements may not include:
 - (i) A Pollution Exclusion Endorsement except CG 28 31
 - (ii) An Endorsement that excludes TRIA coverage
 - (iii) An Endorsement that limits or excludes Professional Liability coverage
 - (iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (v) A Known Injury Endorsement
 - (vi) A Sole Agent Endorsement
 - (vii) A Punitive or Exemplary Damages Exclusion
 - (viii) A "Common Policy Conditions" Endorsement
 - (ix) Policies that contain any type of deductible
 - (x) Any endorsement that is not named in Section 4 (f) or (g) above that B&OCT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better.
6. Such additional or different insurance as B&OCT may require.

II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:
insurancedocuments@csx.com
2. Neither Agency nor Contractor may begin work on or about B&OCT property until written approval of the required insurance has been received from B&OCT or B&OCT's Insurance Compliance vendor, Ebix.

**SPECIAL PROVISION
FOR
RAILROAD PROTECTIVE LIABILITY INSURANCE**

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

NAMED INSURED	NUMBER AND SPEED OF FREIGHT AND/OR PASSENGER TRAINS
CSX Transportation 500 Water Street Jacksonville, FL 32202 904-359-3100	1 Freight

Contact:

Amanda J. DeCesare
 Project Manager
 CSX Transportation | Public Projects (MI, OH, IN, IL)
 (859) 372-6124 | 500 Meijer Drive, Suite 305, Florence, KY 41042

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

Approval of Insurance – Within fourteen (14) calendar days of notice of award, The **ORIGINAL AND ONE CERTIFIED** copy of each required policy shall be submitted for approval, when applicable.

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



CAPICEM-01

SINGHPD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2016

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 Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C No. Extn): (877) 946-7378	FAX (A/C No.): (888) 467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Old Republic General Insurance Corporation		24139
INSURER B: Great American Insurance Company		16691
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Capitol Cement Company, Inc.
 6231 North Pulaski Road
 Chicago, IL 60646

COVERAGES **CERTIFICATE NUMBER:** **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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER (INSURER) (INSURER) (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO JECT <input checked="" type="checkbox"/> LOC OTHER:	X X	A-5CG-973616-06	03/04/2016	03/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X X	A-6CA- 973616-06	03/01/2016	03/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED. <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	X X	TUU 0864856 02	03/01/2016	03/01/2017	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	A-5CW-973616-06	03/01/2016	03/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 186th Street - Commercial Avenue to Halsted Street, Cook County Contract No. 1685-15892, Section No. 14-16632-01-FP, CDBG Project No.: DR-IN-R3-01, IDOT Job No.: C-01-184-15.

The General Liability policy includes a Severability of Interest clause.
 Coverage for XCU, Contractual Liability and Independent Contractors is provided under General Liability policy.
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Cook County Dept. of Transportation and Highways 69 W. Washington Street, Suite 2280 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 <i>Andrea Paris</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Illinois, Inc.		NAMED INSURED Capitol Cement Company, Inc. 6231 North Pulaski Road Chicago, IL 60646	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cook County, its officials and employees and the City of Harvey are included as Additional Insureds as respects to General Liability and Auto Liability as required by written contract.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds as required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as required by written contract and as permitted by law.

Umbrella/Excess Follows Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement;
or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: A5CG 973616 06

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: A5CA 973616 06

COMMERCIAL AUTO
CA 20 01 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CAPITOL CEMENT COMPANY, INC.
Endorsement Effective Date: 03/01/16

SCHEDULE

Insurance Company: OLD REPUBLIC GENERAL INSURANCE CORPORATION	
Policy Number: A5CA 973616 06	Effective Date: 03/01/16
Expiration Date:	
Named Insured: CAPITOL CEMENT COMPANY, INC.	
Address: 6231 NORTH PULASKI RD., CHICAGO, IL 60646	
Additional Insured (Lessor): WHERE REQUIRED BY WRITTEN CONTRACT OR LEASE AGREEMENT.	
Address:	
Designation Or Description Of "Leased Autos":	

Coverages	Limit Of Insurance
Covered Autos Liability	\$ 1,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SEE FORM CADEC0002 0906 Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ SEE FORM CADEC0002 0906 Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - a. You;
 - b. Any of your "employees" or agents; or
 - c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

- D. The lessor is not liable for payment of your premiums.**

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CAPITOL CEMENT COMPANY, INC.

Endorsement Effective Date: 03-01-16

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03/01/2016 Policy No. A5CW 973616 06 Endorsement No. 000

Insured CAPITOL CEMENT COMPANY, INC. Premium \$

Insurance Company Countersigned by _____

OLD REPUBLIC GENERAL INSURANCE CORPORATION

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT-ILLINOIS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We may cancel or non-renew this policy. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us (30) thirty days prior to the effective date of cancellation or non-renewal.

We may cancel this policy for non payment. If we do, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us (10) ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

This endorsement does not apply to the Named Insured.

Named Insured	Capitol Cement Company		
Policy Number	A5CG 973616 06	Endorsement No.	
Policy Period	3/1/2016 -3/1/2017	to	Endorsement Effective Date: 3/1/16
Producer's Name:	Willis of Illinois, Inc		
Producer Number:			

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT-ILLINOIS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

We may cancel or non-renew this policy. If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us (30) thirty days prior to the effective date of cancellation or non-renewal.

We may cancel this policy for non payment. If we do, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us (10) ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

This endorsement does not apply to the Named Insured.

Named Insured	Capitol Cement Company		
Policy Number	A5CA 973616 06	Endorsement No.	
Policy Period	3/1/2016 -3/1/2017	to	Endorsement Effective Date: 3/1/16
Producer's Name:	Willis of Illinois, Inc		
Producer Number:			

3/1/2012

AUTHORIZED REPRESENTATIVE

DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
POLICY

Cancellation or Non-Renewal to Specified Persons or Organizations
Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us (30) thirty days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us (10) ten days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.



HUDSON RAILROAD PROTECTIVE LIABILITY GROUP

A voluntary membership organization whose principal office is:
c/o Steptoe & Johnson, Attn: Harry Lee; 1330 Connecticut Ave, NW, Washington, D.C. 20036

POLICY CERTIFICATE

THIS POLICY CERTIFICATE IS ISSUED UNDER MASTER POLICY NUMBER 201501
ISSUED TO HUDSON RAILROAD PROTECTIVE LIABILITY GROUP

Policy Number: RRP6388803881

Named Insured: The Baltimore & Ohio Chicago Terminal Railroad Company, a wholly owned subsidiary of CSX Transportation

- 1) Any subsidiary company of such organization, including any subsidiary company thereof:
 - a. Existing at the effective date of this policy, or
 - b. Acquired during the "Policy Period"
- 2) Any other company controlled and actively managed by such organization or other subsidiary thereof;
 - a. At the effective date of this policy, or
 - b. Upon the acquisition of the control, and active management thereof if acquired during the "Policy Period."

Named Insured Mailing Address: 500 Water Street, C-907 Jacksonville, FL 32202

Contractor Name: Capitol Cement Company

Contractor Address: 6231 N. Pulaski Road Chicago, IL 60646

Project Work: Reconstruction of 156th Street from west of Lathrop to Halsted Streets, Harvey, IL

Location of Work: 156th Street Commercial Avenue to Halsted Street

Contract Cost within 50 ft: \$ 2,000 **Contract # or Name:** IDOT Job # C-010184-15

Work Performed For: - Cook County Dept of Transportation & Highways (69 W. Washington Street, Suite 2260 Chicago, IL 60602)

Policy Period: **EFFECTIVE DATE:** 9/26/2016 12:01 AM to **EXPIRATION DATE:** 12/31/2016 12:01 AM

Limits of Liability: \$ 5,000,000 per occurrence; \$ 10,000,000 policy certificate aggregate
Limits apply separately to each policy certificate issued under the Master Policy.

Territory: United States of America

Premium: \$ 3,000.00 (Premium Shown is Both Deposit Premium and Minimum Earned Premium)

Notice: Notices required to be given by the Named Insured under this policy shall be sent to:
Attn: Claims Department, Hudson Insurance Company
100 William Street, 5th Floor; New York, N.Y. 10038
You may also call: 1-866-546-3981 or email: HudsonClaims300@HudsonInsGroup.com
to discuss your policy coverage or to report or discuss a claim.

Wording: As per the Railroad Protective Form CG0035; CG2170; CG2176; CG2196; IL0021; HASB0010111; HTER0010111; HPOLRRP01; HUDEVACRRP1; HUDPREMRRP01 and all required state amendatory endorsements.

Terms: All other terms and conditions as per the referenced Policy Form above and applicable Endorsements.

Agent Name: Willis of Illinois, Inc.

Agent Address: 233 S Wacker Drive Ste. 2000 Chicago, IL 60606

Authorized Representative

DATE: 9/26/2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No.

001

This endorsement, effective

09/26/2016

Forms a part of policy certificate number

RRP6388803881

Issued to

The Baltimore & Ohio Chicago Terminal Railroad Company, a wholly owned subsidiary of CSX Transportation

By Hudson Insurance Company

GENERAL PURPOSE ENDORSEMENT

This endorsement modifies insurance provided under the above policy certificate as follows:

The named insured is amended to read: The Baltimore & Ohio Chicago Terminal Railroad Company, a wholly owned subsidiary of CSX Transportation

ALL OTHER TERMS OF THIS POLICY CERTIFICATE SHALL REMAIN THE SAME.

Contractor: Capitol Cement Company

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverage A.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" occurs during the policy period; and

(2) The "bodily injury" or "property damage" arises out of acts or omissions at the "job location" which are related to or are in connection with the "work" described in the Declarations.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages assumed in a contract or agreement that is a "covered contract".

c. Completed Work

"Bodily injury" or "property damage" occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "bodily injury" or "property damage" resulting from the existence of or removal of tools, uninstalled equipment or abandoned or unused materials.

d. Acts Or Omissions Of Insured

"Bodily injury" or "property damage", the sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees". This exclusion does not apply to injury or damage sustained at the "job location" by any of "your designated employees" or employee of the "contractor", or by any employee of the governmental authority or any other contracting party (other than you) specified in the Declarations.

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law. This exclusion does not apply to any obligation of the insured under the Federal Employers Liability Act, as amended.

f. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at or from the "job location":

- (1) Due to the past or present use of the "job location" by you or for you or others for the handling, storage, disposal, processing or treatment of waste; or
- (2) Due to the dumping or disposal of waste on the "job location" by the "contractor" with the knowledge of you or any of "your designated employees"; or
- (3) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the "job location" in connection with such operations by you, the "contractor" or "your designated employee". However, this subparagraph does not apply to:
 - (a) "Bodily injury" or "property damage" arising out of fuels or lubricants for equipment used at the "job location".
 - (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (4) On which you or "contractors" working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

g. Damage To Owned, Leased Or Entrusted Property

"Property damage" to property owned by you or leased or entrusted to you under a lease or trust agreement.

h. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE B – PHYSICAL DAMAGE TO PROPERTY

1. Insuring Agreement

We will pay for "physical damage to property" to which this insurance applies. The "physical damage to property" must occur during the policy period. The "physical damage to property" must arise out of acts or omissions at the "job location" which are related to or in connection with the "work" described in the Declarations. The property must be owned by or leased or entrusted to you under a lease or trust agreement.

2. Exclusions

This insurance does not apply to "physical damage to property":

a. Completed Work

Occurring after the "work" is completed. The "work" will be deemed completed at the earliest of the following times:

- (1) When all the "work" called for in the "contractor's" contract has been completed.
- (2) When all the "work" to be done at the "job location" has been completed.
- (3) When that part of the "work" done at the "job location" has been put to its intended use by you, the governmental authority or other contracting party.

This exclusion does not apply to "physical damage to property" resulting from the existence of tools, uninstalled equipment or abandoned or unused materials.

b. Acts Or Omissions Of Insured

The sole proximate cause of which is an act or omission of any insured other than acts or omissions of any of "your designated employees".

c. Nuclear Incidents Or Conditions

Due to nuclear reaction, nuclear radiation or radioactive contamination or to any related act or condition.

d. Pollution

Due to the discharge, dispersal, seepage, migration, release or escape of "pollutants" excluded under Exclusion f. Pollution, Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGE A

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
3. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
4. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
5. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.
6. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
7. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. You are an insured.
2. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers and directors.
3. Your stockholders are insureds, but only with respect to their liability as stockholders.

4. Any railroad operating over your tracks is an insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all damages because of all "bodily injury", all "property damage" and all "physical damage to property" arising out of any one occurrence.
4. Subject to Paragraph 3. above, the payment for "physical damage to property" shall not exceed the lesser of:
 - a. The actual cash value of the property at the time of loss; or
 - b. The cost to repair or replace the property with other property of like kind or quality.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

A. The following Conditions apply to Coverages A and B:

1. Assignment

Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.

2. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

3. Cancellation

- a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

- b. We may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation at least 60 days before the effective date of cancellation.
- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- e. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find; and
 - (3) Recommend changes.
- b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - (1) Are safe or healthful; or
 - (2) Comply with laws, regulations, codes or standards.
- c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

6. Other Insurance

The insurance afforded by this policy is:

- a. Primary insurance and we will not seek contribution from any other insurance available to you except if the other insurance is provided by a contractor other than the designated contractor for the same operation and "job location"; and
- b. If the other insurance is available, we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

7. Premium And Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Contract cost, the premium base shown in the Declarations, means the total cost of the operations described in the Declarations.
- c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

In no event shall the payment of premium be your obligation.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following Conditions apply to Coverage A only:

1. Legal Action Against Us

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an occurrence which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the occurrence took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the occurrence.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and

- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Separation Of Insureds

Except with respect to the Limits of Insurance, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

C. The following Conditions apply to Coverage B only:

1. Appraisal

If you fail to agree with us on the value of the property, or the amount of loss, either you or we may make written demand for an appraisal of the loss within 60 days after proof of loss is filed. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the value of the property and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

2. No Benefit To Bailee

No person or organization, other than you, having custody of the property will benefit from this insurance.

3. Insured's Duties In The Event Of A Loss

You must:

- a. Protect the property, whether or not the loss is covered by this policy. Any further loss due to your failure to protect the property shall not be recoverable under this policy. Reasonable expenses incurred in affording such protection shall be deemed to be incurred at our request; and
- b. Submit to us, as soon after the loss as possible, your sworn proof of loss containing the information we request to settle the loss and, at our request, make available the damaged property for examination.

4. Legal Action Against Us

No person or organization has a right under this policy to sue us on this policy unless all of its terms have been fully complied with and until 30 days after proof of loss is filed and the amount of loss is determined as provided in this policy.

5. Payment Of Loss

We may pay for the loss in money, but there can be no abandonment of any property to us.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Contractor" means the contractor designated in the Declarations and includes all subcontractors working directly or indirectly for that "contractor" but does not include you.
3. "Covered contract" means any contract or agreement to carry a person or property for a charge or any interchange contract or agreement respecting motive power, or rolling stock equipment.
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
5. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
6. "Job location" means the job location designated in the Declarations including any area directly related to the "work" designated in the Declarations. "Job location" includes the ways next to it.
7. "Physical damage to property" means direct and accidental loss of or damage to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, bridges or buildings.
8. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.
9. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
10. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
11. "Work" means work or operations performed by the "contractor" including materials, parts or equipment furnished in connection with the work or operations.
12. "Your designated employee" means:
 - a. Any supervisory employee of yours at the "job location";
 - b. Any employee of yours while operating, attached to or engaged on work trains or other railroad equipment at the "job location" which are assigned exclusively to the "contractor"; or
 - c. Any employee of yours not described in Paragraph a. or b. above who is specifically loaned or assigned to the work of the "contractor" for the prevention of accidents or protection of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the **Definitions** Section:
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ASBESTOS EXCLUSION ENDORSEMENT

It is hereby understood and agreed that the following exclusion is added to Coverage A – **Bodily Injury and Property Damage Liability** and Coverage B – **Physical Damage to Property** of Section 1 – Coverage under paragraph 2.

Exclusions:

This insurance does not apply to any obligation of the Company:

- A. to investigate, settle or defend any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind including loss of use to persons or property which arises out of or would not have occurred but for:
 - (1) exposure to asbestos; or
 - (2) manifestation of any disease relating to the exposure to asbestos; during policy period or at any time prior to the policy period;

- B. to pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:
 - (1) arises out of any such claim or suit; or
 - (2) arises due to compliance with any action authorized by law relating to such injury or damage.

All other terms and conditions remain unchanged

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DISCLOSURE – TERRORISM RISK INSURANCE ACT

THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act

Disclosure of Premium

The Company has made available coverage for "certified acts of terrorism" as defined in the Act, for **ZERO** additional premium.

Federal Participation In Payment of Terrorism Losses

If covered terrorism losses exceed a statutorily established deductible amount paid by the insurance company providing coverage, as specified in the Act, the federal government will reimburse the insurer for 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020.

Cap on Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to Exclusion f. of
COVERAGE A (Section I):

This exclusion does not apply to the liability of the
insured resulting from seepage and/or pollution
and/or contamination caused solely by:

- a. an unintended fire, lightning or explosion; or
- b. a collision or overturning of a road vehicle; or
- c. a collision or overturning or derailment of a
train

Notwithstanding the foregoing it is agreed that
the coverage provided by this endorsement shall
not apply to:

1. loss of, damage to or loss of use of property
directly or indirectly resulting from sub-surface
operations of the insured and/or removal of

loss of or damage to sub-surface oil, gas or any
other substance;

2. any site or location used in whole or in part for
the handling, processing, treatment, storage,
disposal, or dumping of any waste materials or
substances;
3. the cost of evaluating and/or monitoring
and/or controlling seeping and/or polluting
and/or contaminating substances;
4. the cost of removing and/or nullifying and/or
cleaning up seeping and/or polluting and/or
contaminating substances on property at any
time owned and/or leased and/or rented by
the insured and/or under the control of the
insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EVACUATION EXPENSE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The following is added to Paragraph 1., **Insuring Agreement, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- d. Damages because of “property damage” include “evacuation expense” resulting from seepage and/or pollution and/or contamination covered by the Limited Seepage, Pollution and Contamination Coverage Endorsement.

2. The following is added to Paragraph 2., **Exclusions, of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Delay

“Property Damage” resulting from a delay in, or lack of, performance of any contract or agreement by or on behalf of the insured.

3. The following is added to **SECTION V – DEFINITIONS:**

“Evacuation” means the temporary movement, required by any public authority or the insured, of persons from a dangerous area to a designated safe area. The period of such movement will last until the area from which the persons were moved is deemed, by a public authority or the insured, to be safe for persons to return.

“Evacuation expense” means:

- (1) Reasonable travel expenses to a designated safe area; and

- (2) The additional cost of food and temporary living expenses within such area that result from an “evacuation”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following replaces SECTION IV – CONDITIONS; A; 3. Cancellation; d.

If this policy is cancelled, the earned premium may be determined by final audit. In no event will the final premium be less than 100% of the premium as described on the policy certificate.

The following replaces SECTION IV – CONDITIONS; A; 7. Premium and Premium Audit; c.

The premium shown on the policy certificate as advance premium is a deposit premium only. In no event will the final premium be less than 100% of the premium as described on the policy certificate. At the close of each audit period we reserve the right to compute the earned premium for that period and if there is any additional premium due, we will send notice to the “contractor” designated in the Declarations. The due date for audit additional premium is the date shown as the due date on the bill.

All other terms and conditions of the policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Cancellation (Section IV 3.) is replaced by the following:

1. Cancellation

- a. You may cancel this policy by mailing to us advance written notice of cancellation.
- b. We may cancel this policy by mailing written notice stating the reason for cancellation. If we cancel:
 - (1) For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - (2) For a reason other than nonpayment of premium, we will mail the notice at least 60 days prior to the effective date of cancellation.
- c. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The policy was obtained through a material misrepresentation;
 - (3) Any insured has violated any of the terms and conditions of the policy;
 - (4) The risk originally accepted has measurably increased;
 - (5) Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - (6) A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this state.

- d. We will mail our notice to you, your agent or broker, the "contractor", and any involved government authorities or other contracting parties designated in the declarations, at the respective addresses last known to us.
- e. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- f. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker, the "contractor", and any involved government authority, written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing Of Notices

We will mail cancellation and nonrenewal notices to the last addresses known to us. Proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS CHANGES – DEFENSE COSTS

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS
 COVERAGE FORM
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK COVERAGE PART

A. The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
2. Section **II** – Liability Coverage in Paragraph **A.** Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
3. Section **A.** Coverage under the Legal Liability Coverage Form; and
4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.

B. If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

**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
INDEMNIFICATION FOR LOCALS**

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

- City of Harvey

**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
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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)

Notary Public _____ My commission expires on _____

Firm #2
 Name _____ Title _____
 (Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public _____ My commission expires on _____

Firm #3
 Name _____ Title _____
 (Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public _____ My commission expires on _____

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)

Notary Public _____ My commission expires on _____

Firm #2

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public _____ My commission expires on _____

Firm #3

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director)

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

Notary Public _____ My commission expires on _____

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. _____
Dated _____

Addendum No. _____
Dated _____

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.



OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

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

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

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1st District

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16th District

SEAN M. MORRISON
17th District

ADDENDUM NO. 1

August 24, 2016

**156th Street – Commercial Avenue to Halsted Street
for
Cook County Department of Transportation and Highway**

Contract No. 1685-15592

Handwritten signature: Shannon E. Andrews
Handwritten text: CAPITOL CEMENT CO

To: Interested Vendors of Record

A. General:

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Acknowledgement:

Acknowledge receipt of this Addendum by returning a signed copy of this addendum. Since all addenda become a part of the Proposal, all addenda must be signed by an authorized Proposer representative and returned with the Proposal on or before the Proposal due date. Failure to sign and return any and all addenda acknowledgements may be grounds for rejection of the Proposal.

C. Responses to Questions:

1. Question: Will the County have a slow work order on the tracks?

Response: No slow work order will be required. The flagger will provide sufficient advance notice to the contractor so that all work that is fouling or has the potential to foul the tracks will be stopped, equipment vacated and secured before the arrival of a train.

2. Question: Will the County cover flaggers for the Railroad, or are they required?

Response: Cook County Department of Transportation and Highway will pay for flagging costs per separate agreement with CSXT.

Lillian Lee
ORIGINATED BY:
Lillian Lee
Contract Negotiator

Shannon E. Andrews (RE)
SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

**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 (FEDERAL AID)**

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

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

This contract is subject to the following payment obligations:

"As partial payments are made to the contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the contractor shall make corresponding partial payment within fifteen (15) calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Cook County 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
CONSTRUCTION AIR QUALITY
DIESEL VEHICLE EMISSIONS CONTROL
(GREEN CONSTRUCTION ORDINANCE)**

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

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

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

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

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

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

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

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

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

COUNTY COMMISSIONERS

Co-Sponsored by

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

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

ARTICLE IX. GREEN CONSTRUCTION

Sec. 30-950. Board of Commissioners findings.

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

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

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

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

Department means the Cook County Department of Environmental Control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

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

Sec. 30-952. Emission reduction.

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

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

- c) Within two years after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall not operate any diesel nonroad vehicle in the performance of a public works contract unless that vehicle has installed Level 2 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the contract or to the agency of appropriate and sufficient documentary evidence:
 - (1) Subsection (c) shall not apply to any diesel nonroad vehicle on the construction site working three days or less over the life of the project.
 - (2) Subsection (c) shall not apply to any diesel nonroad vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 2 Controls, in which case such fleet owner or operator shall install Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

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

Sec. 30-953. Costs.

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

Sec. 30-954. Compliance.

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

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

Sec. 30-955. Enforcement.

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

Sec. 30-956. Regulations.

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

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

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

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

- 1) Contractor shall invoice the County for such Extra Work in accordance with the lump sum price, unit price, or force account as agreed to by the Engineer and Contractor.
- 2) Force account billing for equipment expense shall follow the applicable volume of the Equipment Watch Rental Rate Blue Book (Blue Book). Determination of equipment rates shall follow the IDOT Construction Memorandum 08-09. Also, a copy of the Blue Book calculation for each piece of equipment shall be included with the force account billing.
- 3) Contractor shall submit invoice for such Extra Work after the Extra Work has been fully completed by Contractor within sixty (60) days of completion of the work.
- 4) Within sixty (60) days after receipt of the invoice, the Engineer will review the Contractor's invoice and determine whether the invoice complies with the above. If the Engineer disapproves the invoice, the Engineer shall give Contractor notice of the reasons for such disapproval and the Contractor shall resubmit a corrected invoice for the Engineer's review. The County shall have an additional thirty (30) days to review and determine whether that the corrected invoice complies with the above.
- 5) Once the Engineer determines that the invoice complies with the above, the Engineer shall present a recommendation for change in plan for the specific items of extra work. The Superintendent shall execute a change order for the specific items of extra work and submit such change order to the Cook County Chief Procurement Officer, or where appropriate, to the County Board for approval.
- 6) Within thirty (30) days of the Board's or the Cook County Chief Procurement Officer's approval of the change order, payment shall be reflected under the specific items of extra work completed by the Contractor and the corresponding amount shall be deleted from the Contract Extra Work item.

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

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

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

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

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

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

RESPONSIBILITY OF THE COUNTY

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

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

RESPONSIBILITY OF THE CONTRACTOR

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

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

25% of the bid price to be paid on the first pay estimate.

The remaining 75% of the bid price to be apportioned among the remaining pay estimates for the project.

All payments subject to retainage per the terms of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OFFICE:

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

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

FIELD:

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

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

	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
CLEAN CONSTRUCTION AND DEMOLITION DEBRIS**

In accordance with the State of Illinois Environmental Protection Act, the Cook County Department of Transportation and Highways (the Department), as "Site Owner" at the subject highway improvement location, is required to certify that all materials to be taken to an uncontaminated soil fill location, including uncontaminated soil and clean construction and demolition debris, are to be certified as uncontaminated soil.

The Department has performed sufficient testing at the site and has determined that soils to be excavated per the plans as well as existing concrete and asphalt pavement materials meet the criteria to be considered clean construction and demolition debris. Exceptions are listed below*. In accordance with the Act, the certification is made per IEPA Form LPC-663. A copy of the completed Form LPC-663 has been attached to this special provision. The original form is available from;

Ms. Holly Cichy
Chief Engineer of Construction
Cook County Department of Transportation and Highways
69 W. Washington St., 23rd Floor
Chicago, IL 60602
(312) 603-1613

The Contractor is expected to be thoroughly familiar with the provisions of the Environmental Protection Act as it relates to proper disposal of excavated material and construction debris. Should the Contractor choose to dispose of surplus soil material at a registered uncontaminated soil fill location, this form must be submitted to the operator of that location before any materials can be disposed of at that site. The Contractor should be advised that, even with the submittal of the properly executed Form LPC-663, the fill operators retain the right to reject any or all loads from a particular construction site based on their own determination of the suitability of material from that site. Each certification covers only material from that specified job site. The Contractor shall take care not to stockpile or mix together material from different sites before taking that material for disposal.

This special provision is not to be construed as a requirement that obligates the Contractor to dispose of surplus material at a registered uncontaminated soil fill location.

* Based on the Department's investigation and location history including the possible determination of a LUST site or other risk indicators, it has been determined that materials excavated at the following locations may not meet the Clean Construction and Demolition Debris requirements:

*** LOCATIONS TO BE LISTED, IF APPLICABLE**

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

The Contractor is advised to consider the cost of disposing of all clean construction and demolition debris as delineated herein and reflect those costs in their bids for **EARTH EXCAVATION** or other appropriate items which may include soils removal. Pay items for **NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, HAZAROUS WASTE DISPOSAL** and **SPECIAL WASTE PLANS AND REPORTS** have been included in the Summary of Quantities in order to provide for the disposal of materials in those

locations listed above. The requirements for removal and disposal of such materials shall be in accordance with Article 669.



Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Uncontaminated Soil Certification by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: 156th Street Office Phone Number, if available: _____

Physical Site Location (address, including number and street):

156th Street between Lathrop Avenue & Halsted Street

City: Harvey State: IL Zip Code: 60426

County: Cook Township: Thornton

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.606741 Longitude: -87.638666
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

- GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: _____ BOL: _____ BOW: _____ BOA: _____

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: Cook County Highway Department

Name: _____

Street Address: 69 W. Washington, Suite 2100

Street Address: _____

PO Box: _____

PO Box: _____

City: Chicago State: IL

City: _____ State: _____

Zip Code: 60602 Phone: 312-603-1613

Zip Code: _____ Phone: _____

Contact: Holly Cichy

Contact: _____

Email, if available: holly.cichy@cookcountyil.gov

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/30). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: 156th Street

Latitude: 41.606741

Longitude: -87.638666

Uncontaminated Site Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a):

Soil sampling points were selected based on the expected limits of proposed excavation and evenly spaced; Site historical documents including readily available Federal & State databases and aerial photographs were reviewed to identify sampling points and adequacy.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

Historical records, Analytical test results and chain of custody documentation are attached. pH of all samples was within the range of 6.25 to 9.0. Laboratory's accreditation is attached. CCDD disposal facility must be located "Within Chicago Corporate Limits" or "Within Populated Area in MSAs excluding Chicago", or "Within Populated Area not in MSAs".

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Sanjeev Bandi

(name of licensed professional engineer or geologist)

certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name: Interra, Inc.

Street Address: 600 Territorial Drive, Suite G

City: Bolingbrook

State: IL

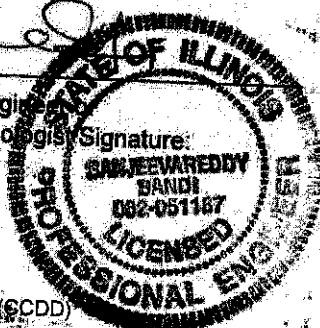
Zip Code: 60440

Phone: 630-754-8700

Sanjeev Bandi

Printed Name

[Signature]
 Licensed Professional Engineer
 Licensed Professional Geologist



Signature:

SANJEEV REDDY BANDI
082-051187

11/16/2015

Date:

P.E. or L.P.G. Seal:

**SPECIAL PROVISION
FOR
MANAGING CONCRETE WASTE**

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

Construction. Perform this work on projects where;

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

Requirements.

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

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

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

For onsite washout:

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

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

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

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

For Onsite Temporary Concrete Washout Facility:

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

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

Inspection and Maintenance.

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

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

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

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

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

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

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

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

**SPECIAL PROVISION
FOR
DOWEL BARS**

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

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

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

**SPECIAL PROVISION
FOR
SOILS INFORMATION**

All soils information upon which the design was prepared is available for examination by all prospective bidders at the office of the Cook County Department of Transportation and Highways. Information may also be posted on the Transportation and Highways Department ftp site along with the contract plans. All interested parties are advised to access this site to review any posted information. Instructions for accessing this site are found on page 1 of this document. Information regarding Clean Construction Debris and Demolition (CCDD), if applicable to the project, may be found in the special provision.

Any information shown on the plans, posted online, available in the Transportation and Highways Department offices or contained in the Special Provisions pertaining to subsurface exploration, borings, test pits, roadway cores and other preliminary investigations represents only the best knowledge of the Department as to the location, character or quantity of the materials encountered and is only included for the convenience of the bidder. The Department assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

The bidder will be permitted to see and examine this information for whatever value he considers it worth. Any additional borings deemed necessary by the bidder shall be made at his own expense. It is expected that each bidder will, prior to submitting his bid, visit the site of the work, examine the local conditions, inform himself as to the accessibility of the work, and ascertain the character of the material to be excavated and obtain such available information as will assist him to make an intelligent bid. Failure of a bidder to make such an examination may be held to be sufficient reason to reject his bid. No allowance will be made for failure of a bidder or contractor to estimate the difficulties attending the execution of the work.

**SPECIAL PROVISION
FOR
CRUSHED STONE (TEMPORARY USE)**

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

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

**SPECIAL PROVISION
FOR
AGGREGATE SUBGRADE (12 INCH)**

This work shall be done in accordance with the applicable portions of Section 207 of the Standard Specifications. The material shall conform to Article 1004.05 of the Standard Specifications except as follows:

1. Crushed Stone, Crushed Blast Furnace Slag, and Crushed Concrete will be permitted. Steel slag and other expansive materials as determined through testing by the Department will not be permitted.

Sieve Size	Percent Passing
6 inches (150mm)	97±3
4 inches (100mm)	90±10
2 inches (50mm)	45±25
#200 (75 µm)	5±5

2. Gravel, Crushed Gravel, and Pit Run Gravel

Sieve Size	Percent Passing
6 inches (150mm)	97±3
4 inches (100mm)	90±10
2 inches (50mm)	55±25
#4 (4.75mm)	30±20
#200 (75 µm)	5±5

3. Crushed Concrete with Bituminous Materials*

Sieve Size	Percent Passing
6 inches (150mm)	97±3
4 inches (100mm)	90±10
2 inches (50mm)	45±25
#4 (4.75mm)	20±20
#200 (75 µm)	5±5

*The Bituminous material shall be separated and mechanically blended with the crushed concrete so that the bituminous material does not exceed 40% of the final product. The top size of the bituminous material in the final product shall be less than 4 inches (100mm) and shall not contain more than 10.0% steel slag RAP or any material that is considered expansive by the Department.

The Aggregate Subgrade shall be placed in two lifts consisting of a 9 inch (225mm) and variable nominal thickness lower lift and a 3 inch (75 mm) nominal thickness top lift of capping aggregate having a gradation of CA 6. The CA 6 may be blended as follows. The bituminous materials shall be separated and mechanically blended with interlocking feeders with crushed concrete or natural aggregate, in a manner that the bituminous material does not exceed 40% of the final product. This process shall be approved by the Engineer prior to start of production. The top side of the bituminous material in the final products shall be less than 1½ inch (37.5mm) and shall not contain any material considered expansive by the department. Reclaimed Asphalt Pavement (RAP) (having a maximum of 10% steel slag RAP) meeting the requirements of Article 1031 of the Standard Specifications and having 100% passing the 1½ inch (37.5mm) sieve and well graded down through fines may also be used as capping aggregate. IDOT testing of the RAP material will be the determining factor for determining the percent steel slag RAP or Expansive Material. When the contract specifies that an aggregate subbase is to be placed on the Aggregate Subgrade, the 3 inch (75 mm) of capping aggregate will be eliminated. A vibratory roller meeting the requirements of Article 1101.01(g) of the Standard Specifications shall be used to roll each lift of material to obtain the desired keying or interlock and necessary compaction. The Engineer will verify that adequate keying has been obtained.

When a recommended remedial treatment for unstable subgrades is included in the contract, the lower lift of Aggregate Subgrade may be placed simultaneously with the material for Porous Granular Embankment, Subgrade when the total thickness to be placed is 2 feet (600mm) or less.

Method of Measurement.

- 1) Contract Quantities. Contract quantities shall be in accordance with Article 202.07.
- 2) Measured Quantities. Aggregate Subgrade will be measured in place and the area computed in square yards (square meters).

Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for Aggregate Subgrade (12 Inch), which price shall include the capping aggregate.

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

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

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

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

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

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

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

**STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
156TH STREET
COMMERCIAL AVENUE TO HALSTED STREET
SECTION: 14-15632-01-FP**

Name & Address Of Utility Company	Type	Estimated Date Of Completion
<p>Commonwealth Edison Company</p> <p>Hugo Silva Hugo.Silva@ComEd.com Commonwealth Edison Company University Park Business Office 25000 Governors Highway University Park, IL 60466-3197 (630) 437-3182</p> <p>ComEd's Public Relocation Department at 630-437-4855.</p> <p>Angela Harrel Angela.harrel@ComEd.com ComEd Public Relocation Program Manager Lincoln Center One, 6th Floor Office No. (630) 576-6185 Cell No. (224) 422-7142</p> <p>Adam Sadkowski Adam.sadkowski@ComEd.com Facility Relocation (815)263-3123</p>	<p>@ Station 206+07 17' Left pole – no conflict @ Station 206+93 17' Left pole – no conflict @ Station 207+95 17' Left pole – no conflict @ Station 206+07 18' Left pole – no conflict @ Station 208+56 18' Left pole – 4.42' clearance for sidewalk = no conflict @ Station 209+48 18' Left pole – Transfer the secondary/neutral and remove pole @ Station 209+58 16' Left pole – Proposed Storm sewer is 11" deep & needs pit clearance – brace pole @ Station 210+47 15' Left pole – Proposed Storm sewer is 11" deep & needs pit clearance – brace pole @ Station 211+91 15' Left pole – Proposed Storm sewer is 11" deep & needs pit clearance – brace pole @ Station 212+19 20' Left pole – Proposed Storm sewer is 11" deep & needs pit clearance – brace pole NOTE: tight clearance between trench box & pole @ Station 213+81 17' Left pole – Proposed Storm sewer is 11" deep & needs pit clearance – brace pole NOTE: tight clearance between trench box & pole @ Station 214+79 22' Left pole – Proposed Storm sewer is 11" deep & needs pit clearance – brace pole NOTE: tight clearance between trench box & pole @ Station 215+51 26' Right pole – no conflict @ Station 217+55 24' Left pole – Proposed Storm sewer is 11" deep & needs pit</p>	<p>Relocations to be done prior to May 2017.</p> <p>Neutral pole to be removed or transferred by ComEd</p> <p>Poles between Sta. 209+48 and 218+94 on the north side of 156th Street will require bracing during sewer construction</p>

	clearance – brace pole @ Station 218+94 24' Left pole – no conflict	
AT&T 1000 Commerce Drive, Floor 1 Oakbrook, IL 60523 Attn: Bruce Robbins (630) 573-6471 br1831@att.com	Two buried cables that come off the existing ComEd pole near Sta. 206+90 and cross under 156 th St. together at a depth of 3.5 to 4 ft. One cable continues down Lathrop in the west right-of-way and the second cable turns toward the back of the building at 15600 Lathrop after it crosses 156 th St. No conflict anticipated. AT&T aerial lines attached to ComEd poles.	See ComEd above.
Nicor Gas Company Bruce Koppang DOT Liaison Engineering Design Nicor Gas 1844 Ferry Rd. Naperville, IL 60563 630-388-3046 office bkoppang@adlresources.com	@ Station 208+41.2 Potential Horizontal Conflict. 6" Steel Existing Gas Main – 21.5' N/CL 156 th Street Proposed Catch Basin (5) – 23.4' N/CL 156 th Street Top of Gas – 599.81' @ Station 208+65 Potential Horizontal Conflict. 6" Steel Existing Gas Main – 21.5' N/CL 156 th Street Proposed Catch Basin (4) – 20.5 Proposed 8" Storm Sewer (5) - Crosses Gas Other potential 6" Gas Main conflicts in north parkway from Sta. 209 to Sta. 216 will be avoided by adjusting swale and structure placement as necessary when in construction.	Nicor will complete all relocation work prior to 7/1/2016 6 inch gas main conflicts with catch basins #4, 5.
Comcast 688 Industrial Drive Elmhurst, IL 60126 Attn: Robert Schulter (630) 600-6347 Bob_schulter@cablecomcast.com m cc: Ted Wyman (630) 600-6349 Ted_wyman@cable.comcast.com m	No facilities present within project limits	
Metropolitan Water Reclamation District of Greater Chicago 111 East Erie Street Chicago, IL 60611-3154 Attn: Joseph Schuessler (312) 751-3236	No facilities present within project limits	

CenturyLink National Network Internet 1-800-283-4237	No facilities present within project limits	
Rogers Telecom 1-877-459-2690	No facilities present within project limits	
Windstream KDL (McLeod) 1815 S. Meyers Road, Suite 900 Oakbrook Terrace, IL 60181 Dustin Velcoff Coordinator-Engineering Damage Prevention - Engineering Windstream Dustin.Velcoff@Windstream.com Phone: 501.748.4434 Cc: JOEL SCHROEDER 800-289-1901	No facilities present within project limits.	
City of Harvey 110 W. 159th Street, Harvey, IL 60426 Director of Public Works: Rufus A. Fisher Phone: 708-210-5403	Combined sewer from Station 200+00 to Station 217+50 Sanitary sewer located from Station 200+00 to Station 210+66 under EB lane of 156 th Street. 6 in. Watermain located approx. 4 ft south of centerline of ROW from Station 200+00 to Station 220+00.	Horizontal separation less than 10 feet between proposed 24 inch combined sewer and existing 6 inch water main from Station 208+73.8 and Station 213+55.8.
CSX Rail Road Larry J. Shaw, PE Senior Project Manager-Rail Division Alfred Benesch & Company P 317-610-3241 C 317-417-1902 Amanda J. DeCesare CSX Transportation Public Projects (MI, OH, KY, IN, IL) (859) 372-6124 500 Meijer Drive, Suite 305, Florence, KY	Active rail crossing 156 th Street at Station 219+57	

41042		
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NOTE: All underground utilities shall be located by the Contractor prior to the start of construction. The location of the Traffic Signal Post Foundations and Handholes shall be adjusted accordingly to avoid conflict with the utilities.
Watch and Protect all utilities.

The above represents the best information available to the County and is included for the convenience of the bidder. Utility relocation startup date is assumed to be from the date the R.O.W. is staked and permits are secured unless otherwise noted. 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.

The Contractor's attention is directed to the fact that the various utility companies will 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 only on portions of the improvement until relocation and construction is completed. The Contractor is advised that the relocation times and schedules listed herein are only estimates provided by the utility company. 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.

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

The Contractor should contact J.U.L.I.E. at least 48 hours before start of construction at 1-800-892-0123 for all utility locations.

P:\156th Street - Lathrop Avenue to Halsted Street\200 PHASE II DETAILED DESIGN\260 DESIGN DEVELOPMENT\260.2 CIVIL\260.23 Utilities\Status of Utilities to be Adjusted.doc

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

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

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

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

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

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

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

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

- Permit Coverage Letter – Ilr40085 (1 Page)
- General NPDES Permit Ilr40 (2 Pages)
- General NPDES Permit Ilr10 (12 Pages)
- Notice of Intent (3 pages) – Do not send fee – send form only as notification to IEPA.
- Notice of Termination (2 pages) – Send form to IEPA at end of construction.
- IEPA Incidence of Non-Compliance Form (1 Page)
- Contractor Certification Statement (1 Page)
- Erosion and Sediment Control Inspection Checklist (1 Page)
- Erosion/Sediment Control Inspection Report (1 Page)
- Storm Water Pollution Plan Signed by Superintendent (5 Pages)

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

1021 NORTH GRAND AVENUE EAST, P.O. Box 19276, SPRINGFIELD, ILLINOIS 62794-9276, 217-782-3397
JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH, SUITE 11-300, CHICAGO, IL 60601, 312-814-6026

217782-0610

2/9/20

ROD R. BLAGOJEVICH, GOVERNOR

RENEE CIPRIANO, DIRECTOR

COOK COUNTY HIGHWAY DEPT
69 W WASHINGTON ST STE 2100
CHICAGO, IL 60602

Re: Cook County Highway Dept - Municipal Separate Storm
Sewer System NPDES Permit No. ILR400485 County: Cook
Notice of Coverage Under General Permit

Dear NPDES Permittee:

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

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

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

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

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

Very truly yours,



Alan Keller, P. E.
Manager, Permit Section
Division of Water Pollution Control

Enclosure

AK:MED:MS4 Coverage Letter

cc

Records Unit Des Plaines

Rockrod Rd P0221 North Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES-9511 W. Harrison St., Des Plaines, IL 60016 - (847) 294-4000 ELGIN- 595 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA- 5415 N. University St., Peoria, IL 61614 - (309) 693-5463 BUREAU OF LAND - PEORIA- 7620 N. University St., Peoria, IL 61614 - (309) 693-5462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-58C.SPRINGFIELD- 4500S. Sixth Street Rd., Springfield, IL 62706 - (217) 786-6892 • COLLINSVILLE- 2009 Mall Street, Collinsville, IL 62234 - (618) 346-5120 MARION - 2309 W. Main St., Suite 116, Marion, IL 62959 - (618) 993-7200C

General NPDES Permit No. ILR40

Illinois Environmental Protection Agency
 Division of Water Pollution Control
 1021 North Grand East
 P.O. Box 19276
 Springfield, Illinois 62794-9276

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

General NPDES Permit
For
Discharges from Small Municipal Separate Storm Sewer Systems

Expiration Date: February 28, 2021

Issue Date: February 10, 2016

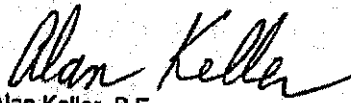
Effective Date: March 1, 2016

In compliance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Clean Water Act, the following discharges may be authorized by this permit in accordance with the conditions herein:

Discharges of only storm water from small municipal separate storm sewer systems (MS4s), as defined and limited herein. Storm water means storm water runoff, snow melt runoff, and surface runoff and drainage.

Receiving waters: Discharges may be authorized to any surface water of the State.

To receive authorization to discharge under this general permit, a facility operator must submit a Notice of Intent (NOI) as described in Part II of this permit to the Illinois Environmental Protection Agency (Illinois EPA). Authorization, if granted, will be by letter and include a copy of this permit.



Alan Keller, P.E.
 Manager, Permit Section
 Division of Water Pollution Control

NPDES/Hutton/stormwater/MS4/MSFinal2-9-16.daa

CONTENTS OF GENERAL PERMIT ILR40

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ATTACHMENT H. STANDARD CONDITIONS Page 16

PART I. COVERAGE UNDER GENERAL PERMIT ILR40

A. Permit Area

This permit covers all areas of the State of Illinois.

B. Eligibility

1. This permit authorizes discharges of storm water from MS4s as defined in 40 CFR 122.26 (b)(16) as designated for permit authorizations pursuant to 40 CFR 122.32.
2. This permit authorizes the following non-storm water discharges provided they have been determined not to be substantial contributors of pollutants to a particular small MS4 applying for coverage under this permit:
 - Water line and fire hydrant flushing,
 - Landscape irrigation water,
 - Rising ground waters,
 - Ground water infiltration,
 - Pumped ground water,
 - Discharges from potable water sources, (excluding wastewater discharges from water supply treatment plants)
 - Foundation drains,
 - Air conditioning condensate,
 - Irrigation water, (except for wastewater irrigation),
 - Springs,
 - Water from crawl space pumps,
 - Footing drains,
 - Storm sewer cleaning water,
 - Water from individual residential car washing,
 - Routine external building washdown which does not use detergents,
 - Flows from riparian habitats and wetlands,
 - Dechlorinated pH neutral swimming pool discharges,
 - Residual street wash water,
 - Discharges or flows from fire fighting activities
 - Dechlorinated water reservoir discharges, and
 - Pavement washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed).
3. Any municipality covered by this general permit is also granted automatic coverage under Permit No. ILR10 for the discharge of storm water associated with construction site activities for municipal construction projects disturbing one acre or more. The permittee is granted automatic coverage 30 days after Agency receipt of a Notice of Intent to Discharge Storm Water from Construction Site Activities from the permittee. The Agency will provide public notification of the construction site activity and assign a unique permit number for each project during this period. The permittee shall comply with all the requirements of Permit ILR10 for all such construction projects.

**General NPDES Permit No. ILR10
Modification**

Illinois Environmental Protection Agency
Division of Water Pollution Control
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276
www.epa.state.il.us

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

**General NPDES Permit
For
Storm Water Discharges From Construction Site Activities**

Expiration Date: July 31, 2018

Issue Date: July 30, 2013

Effective Date: August 1, 2013

Modification Date: April 30, 2014

In compliance with the provisions of the Illinois Environmental Protection Act, the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter I), and the Clean Water Act, and the regulations thereunder the following discharges are authorized by this permit in accordance with the conditions and attachments herein.



Alan Keller, P.E.
Manager, Permit Section
Division of Water Pollution Control

Part I. COVERAGE UNDER THIS PERMIT

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

B. Eligibility.

1. This permit shall authorize all discharges of storm water associated with industrial activity from a construction site that will result in the disturbance of one or more acres total land area or a construction site less than one acre of total land that is a part of a larger common plan of development or sale if the larger common plan will ultimately disturb one or more acres total land area. This permit may authorize discharges from other construction site activities that have been designated by the Agency as having the potential to adversely affect the water quality of waters of the state. This permit also authorizes discharges from construction sites previously approved by the Agency under the previous version of ILR10 that are still occurring after the effective date of this permit, except for discharges identified under Part I.B.3 (Limitations on Coverage). Where discharges from construction sites were initially covered under the previous version of the ILR10, the Storm Water Pollution Prevention Plan must be updated/revised as necessary to ensure compliance with the provision of this reissued ILR10 permit.
2. This permit may only authorize a storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:
 - a. the industrial source other than construction is located on the same site as the construction activity;
 - b. storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
 - c. storm water discharges associated with industrial activity from the areas of the site where industrial activities other than construction are occurring (including storm water discharges from dedicated asphalt plants and dedicated concrete plants) are covered by a different NPDES general permit or an individual permit authorizing such discharges.

3. **Limitations on Coverage.** The following storm water discharges from construction sites are not authorized by this permit:
- storm water discharges associated with industrial activities that originate from the site after construction activities have been completed and the site has undergone final stabilization;
 - discharges that are mixed with sources of non-storm water other than discharges identified in Part III.A (Prohibition on Non-Storm Water Discharges) of this permit and in compliance with paragraph IV.D.5 (Non-Storm Water Discharges) of this permit;
 - storm water discharges associated with industrial activity that are subject to an existing NPDES individual or general permit or which are issued a permit in accordance with Part VI.N (Requiring an Individual Permit or an Alternative General Permit) of this permit. Such discharges may be authorized under this permit after an existing permit expires provided the existing permit did not establish numeric limitations for such discharges;
 - storm water discharges from construction sites that the Agency has determined to be or may reasonably be expected to be contributing to a violation of a water quality standard; and
 - storm water discharges that the Agency, at its discretion, determines are not appropriately authorized or controlled by this general permit.
 - storm water discharges to any receiving water specified under 35 Ill. Adm. Code 302.105(d) (5).

C. Authorization.

- In order for storm water discharges from construction sites to be authorized to discharge under this general permit a discharger must submit a Notice of Intent (NOI) in accordance with the requirements of Part II below, using an NOI form provided by the Agency.
- Where a new contractor is selected after the submittal of an NOI under Part II below, or where site ownership is transferred, a new Notice of Intent (NOI) must be submitted by the owner in accordance with Part II.
- Unless notified by the Agency to the contrary, dischargers who submit an NOI in accordance with the requirements of this permit are authorized to discharge storm water from construction sites under the terms and conditions of this permit in 30 days after the date the NOI is received by the Agency.
- The Agency may deny coverage under this permit and require submittal of an application for an individual NPDES permit based on a review of the NOI or other information.

Part II. NOTICE OF INTENT REQUIREMENTS

A. Deadlines for Notification.

- To receive authorization under this general permit, a discharger must submit a completed Notice of Intent (NOI) in accordance with Part VI.G (Signatory Requirements) and the requirements of this Part in sufficient time to allow a 30 day review period after the receipt of the NOI by the Agency and prior to the start of construction. The completed NOI may be submitted electronically to the following email address: epa.constilr10swppp@illinois.gov
- Discharges that were covered by the previous version of ILR10 are automatically covered by this permit. Where discharges associated with construction activities were initially covered under the previous version of ILR10 and are continuing, the Storm Water Pollution Prevention Plan must be updated/revised within 12 months of the effective date of this reissued permit, as necessary to ensure compliance with the provisions of the reissued ILR10. Updating of the SWPPP is not required if construction activities are completed and a Notice of Termination is submitted within 12 months of the effective date of this permit.
- A discharger may submit an NOI in accordance with the requirements of this Part after the start of construction. In such instances, the Agency may bring an enforcement action for any discharges of storm water associated with industrial activity from a construction site that have occurred on or after the start of construction.

- B. Failure to Notify.** Dischargers who fail to notify the Agency of their intent to be covered, and discharge storm water associated with construction site activity to Waters of the State without an NPDES permit are in violation of the Environmental Protection Act and Clean Water Act.

- C. Contents of Notice of Intent.** The Notice of Intent shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit by all of the entities identified in paragraph 2 below and shall include the following information:

- The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 15 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;
- The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
- The name, address and telephone number of the general contractor(s) that have been identified at the time of the NOI submittal;
- The name of the receiving water(s), or if the discharge is through a municipal separate storm sewer, the name of the municipal operator of the storm sewer and the ultimate receiving water(s);
- The number of any NPDES permits for any discharge (including non-storm water discharges) from the site that is currently authorized by an NPDES permit;

6. A description of the project, detailing the complete scope of the project, estimated timetable for major activities and an estimate of the number of acres of the site on which soil will be disturbed;
7. For projects that have complied with State law on historic preservation and endangered species prior to submittal of the NOI, through coordination with the Illinois Historic Preservation Agency and the Illinois Department of Natural Resources or through fulfillment of the terms of interagency agreements with those agencies, the NOI shall indicate that such compliance has occurred.
8. An electronic copy of the storm water pollution prevention plan that has been prepared for the site in accordance with Part IV of this permit. The electronic copy shall be submitted to the Agency at the following email address: epa.constilr10swppp@illinois.gov
9. Revised notice of intents shall be submitted for any substantial modifications to the project such as: address changes, new contractors, area coverage, additional discharges to waters of the state, or other substantial modifications.

D. Where to Submit.

Construction activities which discharge storm water that requires a NPDES permit must use an NOI form provided by the Agency. The applicable fee shall also be submitted. NOIs must be signed in accordance with Part VI.G (Signatory Requirements) of this permit. The NOI form may be submitted to the Agency in any of the following methods:

1. File electronically with digital signature at the following website address: <http://dataservices.epa.illinois.gov/SWCConstructionPermit/bowlcgin.aspx>
Registration specific to the permittee is required in order to file electronically.
2. Submit complete NOI and SWPPP electronically to the following email address: epa.constilr10swppp@illinois.gov. Submit the NOI with original signature and fee by certified mail to the Agency at the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control, Mail Code #15
Attention: Permit Section
1021 North Grand Avenue East
Post Office Box 19276
Springfield, Illinois 62794-9276

- E. Additional Notification.** Construction activities that are operating under approved local sediment and erosion plans, land disturbance permits, grading plans, or storm water management plans, in addition to filing copies of the Notice of Intent in accordance with Part D above, shall also submit signed copies of the Notice of Intent to the local agency approving such plans in accordance with the deadlines in Part A above. See Part IV.D.2.d (Approved State or Local Plans). A copy of the NOI shall be sent to the entity holding an active General NPDES Permit No. ILR40 if the permittee is located in an area covered by an active ILR40 permit.
- F. Notice of Termination.** Where a site has completed final stabilization and all storm water discharges from construction activities that are authorized by this permit are eliminated, the permittee must submit a completed Notice of Termination that is signed in accordance with Part VI.G (Signatory Requirements) of this permit.

1. The Notice of Termination shall include the following information:
 - a. The mailing address, and location of the construction site for which the notification is submitted. Where a mailing address for the site is not available, the location can be described in terms of the latitude and longitude of the approximate center of the facility to the nearest 15 seconds, or the nearest quarter section (if the section, township and range is provided) that the construction site is located in;
 - b. The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
 - c. The name, address and telephone number of the general contractor(s);
 - d. The date when construction was completed and the site was stabilized; and
 - e. The following certification signed in accordance with Part VI.G (Signatory Requirements) of this permit:

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

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

2. All Notices of Termination are to be sent to the Agency to the mailing address in Part II.D.1, using the form provided by the Agency, or electronically if the permittee submitted a Notice of Intent by electronic means.

Part III. SPECIAL CONDITIONS, MANAGEMENT PRACTICES, AND OTHER NON-NUMERIC LIMITATIONS

A. Prohibition on Non-Storm Water Discharges.

1. Except as provided in Part I paragraph B.2 and paragraphs 2, 3 or 4 below, all discharges covered by this permit shall be comprised entirely of storm water.
2.
 - a. Except as provided in paragraph b below, discharges of materials other than storm water must be in compliance with a NPDES permit (other than this permit) issued for the discharge.
 - b. The following non-storm water discharges may be authorized by this permit provided the non-storm water component of the discharges is in compliance with Part IV.D.5 (Non-Storm Water Discharges): discharges from fire fighting activities; fire hydrant flushings; waters used to wash vehicles where detergents are not used; waters used to control dust; potable water sources including uncontaminated waterline flushings; landscape irrigation drainages; routine external building washdown which does not use detergents; pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; uncontaminated air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.
3. The following non-storm water discharges are prohibited by this permit: concrete and wastewater from washout of concrete (unless managed by an appropriate control), drywall compound, wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds and other construction materials, fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance, soaps, solvents, or detergents, toxic or hazardous substances from a spill or other release, or any other pollutant that could cause or tend to cause water pollution.
4. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, are allowable if managed by appropriate controls.

B. Discharges Into Receiving Waters With an Approved Total Maximum Daily Load (TMDL):

Discharges to waters for which there is a TMDL allocation for sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation) are not eligible for coverage under this permit unless the owner/operator develops and certifies a SWPPP that is consistent with wasteload allocations in the approved TMDL. To be eligible for coverage under this general permit, operators must incorporate into their SWPPP any conditions and/or Best Management Practices applicable to their discharges necessary for consistency with the TMDL within any timeframes established in the TMDL. If a specific numeric waste load allocation has been established that would apply to the project's discharges, the operator must incorporate that allocation into its SWPPP and implement necessary steps to meet that allocation.

Please refer to the Agency website at: <http://www.epa.state.il.us/water/tmdl/report-status.htm>

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

Part IV. STORM WATER POLLUTION PREVENTION PLANS

A storm water pollution prevention plan shall be developed for each construction site covered by this permit. Storm water pollution prevention plans shall be prepared in accordance with good engineering practices. The plan shall identify potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges associated with construction site activity from the facility. In addition, the plan shall describe and ensure the implementation of best management practices which will be used to reduce the pollutants in storm water discharges associated with construction site activity and to assure compliance with the terms and conditions of this permit. The permittee must implement the provisions of the storm water pollution prevention plan required under this part as a condition of this permit.

A. Deadlines for Plan Preparation and Compliance.

The plan shall:

1. Be completed prior to the start of the construction activities to be covered under this permit and submitted electronically to the Agency at the time the Notice of Intent is submitted; and
2. Provide for compliance with the terms and schedules of the plan beginning with the initiation of construction activities.

B. Signature, Plan Review and Notification.

1. The plan shall be signed in accordance with Part VI.G (Signatory Requirements), and be retained at the construction site which generates the storm water discharge in accordance with Part VI.E (Duty to Provide Information) of this permit.
2. Prior to commencement of construction, the permittee shall provide the plan to the Agency.
3. The permittee shall make plans available upon request from this Agency or a local agency approving sediment and erosion plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system. A list of permitted municipal separate storm sewer systems is available at: <http://www.epa.state.il.us/water/permits/storm-water/ms4-status-report.pdf>
4. The Agency may notify the permittee at any time that the plan does not meet one or more of the minimum requirements of this Part. Such notification shall identify those provisions of the permit which are not being met by the plan, and identify which provisions of the plan require modifications in order to meet the minimum requirements of this part. Within 7 days from receipt of notification from the Agency, the permittee shall make the required changes to the plan and shall submit to the Agency a written certification that the requested changes have been made. Failure to comply shall terminate authorization

under this permit.

5. A copy of the letter of notification of coverage along with the General NPDES Permit for Storm Water Discharges from Construction Site Activities or other indication that storm water discharges from the site are covered under an NPDES permit shall be posted at the site in a prominent place for public viewing (such as alongside a building permit).
 6. All storm water pollution prevention plans and all completed inspection forms/reports required under this permit are considered reports that shall be available to the public at any reasonable time upon request. However, the permittee may claim any portion of a storm water pollution prevention plan as confidential in accordance with 40 CFR Part 2.
- C. **Keeping Plans Current.** The permittee shall amend the plan whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to Waters of the State and which has not otherwise been addressed in the plan or if the storm water pollution prevention plan proves to be ineffective in eliminating or significantly minimizing pollutants from sources identified under paragraph D.2 below, or in otherwise achieving the general objectives of controlling pollutants in storm water discharges associated with construction site activity. In addition, the plan shall be amended to identify any new contractor and/or subcontractor that will implement a measure of the storm water pollution prevention plan. Amendments to the plan may be reviewed by the Agency in the same manner as Part IV.B above. Any revisions of the documents for the storm water pollution prevention plan shall be kept on site at all times.
- D. **Contents of Plan.** The storm water pollution prevention plan shall include the following items:
1. **Site Description.** Each plan shall provide a description of the following:
 - a. A description of the nature of the construction activity or demolition work;
 - b. A description of the intended sequence of major activities which disturb soils for major portions of the site (e.g. clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils, on-site or off-site storage of materials);
 - c. An estimate of the total area of the site and the total area of the site that is expected to be disturbed by clearing, grubbing, excavation, grading, on-site or off-site stockpiling of soils and storage of materials, or other activities;
 - d. An estimate of the runoff coefficient of the site after construction activities are completed and existing data describing the soil or the quality of any discharge from the site;
 - e. A site map indicating drainage patterns and approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking, areas of soil disturbance, the location of major structural and nonstructural controls identified in the plan, the location of areas where stabilization practices are expected to occur, locations of on-site or off-site soil stockpiling or material storage, surface waters (including wetlands), and locations where storm water is discharged to a surface water; and
 - f. The name of the receiving water(s) and the ultimate receiving water(s), and areal extent of wetland acreage at the site.
 2. **Controls.** Each plan shall include a description of appropriate controls that will be implemented at the construction site and any off-site stockpile or storage area. The Illinois Urban Manual www.aiswcd.org/IUM or other similar documents shall be used for developing the appropriate management practices, controls or revisions of the plan. The plan will clearly describe for each major activity identified in paragraph D.1 above, appropriate controls and the timing during the construction process that the controls will be implemented. For example, perimeter controls for one portion of the site will be installed after the clearing and grubbing necessary for installation of the measure, but before the clearing and grubbing for the remaining portions of the site. Perimeter controls will be actively maintained and/or repaired until final stabilization of those portions of the site upward of the perimeter control. Temporary perimeter controls will be removed after final stabilization. The description of controls shall address as appropriate the following minimum components:
 - a. **Erosion and Sediment Controls.** The permittee shall design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed and maintained to:
 - (i) Control storm water volume and velocity within the site to minimize soil erosion;
 - (ii) Control storm water discharges, including both peak flowrates and total storm water volume, to minimize erosion at outlets and to minimize downstream channel and streambank erosion;
 - (iii) Minimize the amount of soil exposed during construction activity;
 - (iv) Minimize the disturbance of steep slopes;
 - (v) Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting storm water runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site;
 - (vi) Provide and maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible; and
 - (vii) Minimize soil compaction and, unless infeasible, preserve topsoil.
 - b. **Stabilization Practices.** The storm water pollution prevention plan shall include a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans should ensure that existing vegetation is preserved where practicable and that disturbed portions of the site are stabilized. Stabilization practices may include: temporarily seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, staged or staggered development, and other appropriate measures. A record of the dates when major grading activities occur, when construction activities temporarily or permanently cease on a portion of the site, and when stabilization measures are initiated, shall be included in the plan. Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization of disturbed areas must be initiated within 1 working day of permanent or temporary cessation of earth disturbing activities and shall be completed as soon as possible but not later than 14 days from the initiation of stabilization work in an area. Exceptions to these time frames are specified as provided in paragraphs (i) and (ii) below:

- (i) Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - (ii) On areas where construction activity has temporarily ceased and will resume after 14 days, a temporary stabilization method can be used. Temporary stabilization techniques and materials shall be described in the SWPPP.
- c. **Structural Practices.** A description of structural practices utilized to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Structural practices should be placed on upland soils to the degree practicable. The installation of these devices may be subject to Section 404 of the CWA.
- (i) The following design requirements apply to sediment basins if such structural practices will be installed to reduce sediment concentrations in storm water discharges:
 - a. When discharging from the sediment basin, utilize outlet structures that withdraw water from the surface in order to minimize the discharge.
 - b. Prevent erosion of the sediment basin using stabilization controls (e.g., erosion control blankets), at the inlet and outlet using erosion controls and velocity dissipation devices.
 - c. Sediment basins shall be designed to facilitate maintenance, including sediment removal from the basins, as necessary.
- d. **Use of Treatment Chemicals.** Identify the use of all polymer flocculants or treatment chemicals at the site. Dosage of treatment chemicals shall be identified along with any information from any Material Safety Data Sheet. Describe the location of all storage area for chemicals. Include any information from the manufacturer's specifications. Treatment chemicals must be stored in areas where they will not be exposed to precipitation. The SWPPP must describe procedures for use of treatment chemicals and staff responsible for use/application of treatment chemicals must be trained on the established procedures.
- e. **Best Management Practices for Impaired Waters.** For any site which discharges directly to an impaired water identified on the Agency's website for 303(d) listing for suspended solids, turbidity, or siltation the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event. If required by federal regulations or the Illinois Urban Manual, the storm water pollution prevention plan shall adhere to a more restrictive design criteria. Please refer to the Agency's website at: (<http://www.epa.state.il.us/water/tmdl/303d-list.html>)
- f. **Pollution Prevention.** The permittee shall design, install, implement, and maintain effective pollution prevention measures to minimize the discharge of pollutants. At a minimum, such measures must be designed, installed, implemented and maintained to:
 - a. Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters. Wash waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
 - (ii) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to storm water; and
 - (iii) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures.
- g. **Other Controls.**
- (i) **Waste Disposal.** No solid materials, including building materials, shall be discharged to Waters of the State, except as authorized by a Section 404 permit.
 - (ii) The plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.
 - (iii) For construction sites that receive concrete or asphalt from off-site locations, the plan must identify and include appropriate controls and measures to reduce or eliminate discharges from these activities.
 - (iv) The plan shall include spill response procedures and provisions for reporting if there are releases in excess of reportable quantities.
- h. **Best Management Practices for Post-Construction Storm Water Management.** Describe the measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are responsible for only the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with industrial activity have been eliminated from the site.
- (i) While not mandatory, it is advisable that the permittee consider including in its storm water pollution prevention plan and design and construction plans methods of post-construction storm water management to retain the greatest amount of post-development stormwater runoff practicable, given the site and project constraints. Such practices may include but are not limited to: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (which combine several practices). Technical information on many post-construction storm water management practices is included in the Illinois Urban Manual (2012).

The storm water pollution prevention plan shall include an explanation of the technical basis used to select the practices to control pollution where post-construction flows will exceed predevelopment levels.
 - (ii) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

- (iii) Unless otherwise specified in the Illinois Urban Manual (2012), the storm water pollution prevention plan shall be designed for a storm event equal to or greater than a 25-year 24-hour rainfall event.

I. Approved State or Local Plans.

- (i) The management practices, controls and other provisions contained in the storm water pollution prevention plan must be at least as protective as the requirements contained in the Illinois Urban Manual, 2012. Construction activities which discharge storm water must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion control plans or storm water management plans approved by local officials. Requirements specified in sediment and erosion control plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under this permit, incorporated by reference and are enforceable under this permit. The plans shall include all requirements of this permit and include more stringent standards required by any local approval. This provision does not apply to provisions of master plans, comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit that is issued for the construction site.
- (ii) Dischargers seeking alternative permit requirements are not authorized by this permit and shall submit an individual permit application in accordance with 40 CFR 122.26 at the address indicated in Part II.D (Where to Submit) of this permit, along with a description of why requirements in approved local plans or permits should not be applicable as a condition of an NPDES permit.

3. Maintenance.

- a. The plan shall include a description of procedures to maintain in good and effective operating conditions, all erosion and sediment control measures and other Best Management Practices, including vegetation and other protective measures identified in the Storm Water Pollution Prevention Plan.
- b. Where a basin has been installed to control sediment during construction activities, the Permittees shall keep the basin(s) in effective operating condition and remove accumulated sediment as necessary.

4. Inspections. Qualified personnel (provided by the permittee) shall inspect disturbed areas of the construction site that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm or by the end of the following business or work day that is 0.5 inches or greater. Qualified personnel means a person knowledgeable in the principles and practices of erosion and sediment controls measures, such as a licensed Professional Engineer (P.E.), a Certified Professional in Erosion and Sediment Control (CPESC), a Certified Erosion Sediment and Storm Water Inspector (CESSWI) or other knowledgeable person who possesses the skills to assess conditions at the construction site that could impact storm water quality and to assess the effectiveness of any sediment and erosion control measures selected to control the quality of storm water discharges from the construction activities.

- a. Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.
- b. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.
- c. Based on the results of the inspection, the description of potential pollutant sources identified in the storm water pollution prevention plan in accordance with Part IV.D.1 (Site Description) of this permit and the pollution prevention control measures identified in the plan in accordance with Part IV.D.2 (Controls) of this permit shall be revised as appropriate as soon as practicable after such inspection to minimize the potential for such discharges. Such modifications shall provide for timely implementation of any changes to the plan and pollution prevention control measures within 7 calendar days following the inspection.
- d. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the storm water pollution prevention plan, and actions taken in accordance with paragraph b above shall be made and retained as part of the storm water pollution prevention plan for at least three years from the date that the permit coverage expires or is terminated. All inspection reports shall be retained at the construction site. The report shall be signed in accordance with Part VI.G (Signatory Requirements) of this permit.
- e. The permittee shall notify the appropriate Agency Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within 24 hours of any incidence of noncompliance for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. The permittee shall complete and submit within 5 days an "Incidence of Noncompliance" (ION) report for any violation of the storm water pollution prevention plan observed during any inspection conducted, or for violations of any condition of this permit. Submission shall be on forms provided by the Agency and include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. Corrective actions must be undertaken immediately to address the identified non-compliance issue(s).
- f. All reports of noncompliance shall be signed by a responsible authority as defined in Part VI.G (Signatory Requirements).

- g. After the initial contact has been made with the appropriate Agency Field Operations Section Office, all reports of noncompliance shall be mailed to the Agency at the following address:

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

5. **Non-Storm Water Discharges.** Except for flows from fire fighting activities, sources of non-storm water listed in Part III.A.2 of this permit that are combined with storm water discharges associated with industrial activity must be identified in the plan. The plan shall identify and insure the implementation of appropriate pollution prevention measures for the non-storm water component(s) of the discharge.

- E. **Additional requirements for storm water discharges from industrial activities other than construction, including dedicated asphalt plants, and dedicated concrete plants:** This permit may only authorize any storm water discharge associated with industrial activity from a construction site that is mixed with a storm water discharge from an industrial source other than construction, where:

1. The industrial source other than construction is located on the same site as the construction activity;
2. Storm water discharges associated with industrial activity from the areas of the site where construction activities are occurring are in compliance with the terms of this permit; and
3. Storm water discharges associated with industrial activity from the areas of the site where industrial activity other than construction are occurring (including storm water discharges from dedicated asphalt plants [other than asphalt emulsion facilities] and dedicated concrete plants) are in compliance with the terms, including applicable NOI or application requirements, of a different NPDES general permit or individual permit authorizing such discharges.

F. **Contractors.**

1. The storm water pollution prevention plan must clearly identify for each measure identified in the plan, the contractor(s) or subcontractor(s) that will implement the measure. All contractors and subcontractors identified in the plan must sign a copy of the certification statement in paragraph 2 below in accordance with Part VI.G (Signatory Requirements) of this permit. All certifications must be included in the storm water pollution prevention plan except for owners that are acting as contractors.
2. **Certification Statement.** All contractors and subcontractors identified in a storm water pollution prevention plan in accordance with paragraph 1 above shall sign a copy of the following certification statement before conducting any professional service at the site identified in the storm water pollution prevention plan:

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

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

Part V. RETENTION OF RECORDS

- A. The permittee shall retain copies of storm water pollution prevention plans and all reports and notices required by this permit, records of all data used to complete the Notice of Intent to be covered by this permit and the Agency Notice of Permit Coverage letter for a period of at least three years from the date that the permit coverage expires or is terminated. This period may be extended by request of the Agency at any time.
- B. The permittee shall retain a copy of the storm water pollution prevention plan and any revisions to said plan required by this permit at the construction site from the date of project initiation to the date of final stabilization.

Part VI. STANDARD PERMIT CONDITIONS

- A. **Duty to Comply.** The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Illinois Environmental Protection Act and the CWA and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application. Failure to obtain coverage under this permit or an individual permit for storm water releases associated with construction activities is a violation of the Illinois Environmental Protection Act and the CWA.
- B. **Continuation of the Expired General Permit.** This permit expires five years from the date of issuance. An expired general permit continues in force and effect until a new general permit or an individual permit is issued. Only those construction activities authorized to discharge under the expiring general permit are covered by the continued permit.
- C. **Need to halt or reduce activity not a defense.** It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- D. **Duty to Mitigate.** The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

- E. Duty to Provide Information.** The permittee shall furnish within a reasonable time to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, any information which is requested to determine compliance with this permit. Upon request, the permittee shall also furnish to the Agency or local agency approving sediment and erosion control plans, grading plans, or storm water management plans; or in the case of a storm water discharge associated with industrial activity which discharges through a municipal separate storm sewer system with an NPDES permit, to the municipal operator of the system, copies of all records required to be kept by this permit.
- F. Other Information.** When the permittee becomes aware that he or she failed to submit any relevant facts or submitted incorrect information in the Notice of Intent or in any other report to the Agency, he or she shall promptly submit such facts or information.
- G. Signatory Requirements.** All Notices of Intent, storm water pollution prevention plans, reports, certifications or information either submitted to the Agency or the operator of a large or medium municipal separate storm sewer system, or that this permit requires be maintained by the permittee, shall be signed.
1. All Notices of Intent shall be signed as follows:
 - a. For a corporation: by a responsible corporate officer. For the purpose of this section, a responsible corporate officer means: (1) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or (2) any person authorized to sign documents that has been assigned or delegated said authority in accordance with corporate procedures;
 - b. For a partnership or sole proprietorship: by a general partner or the proprietor, respectively; or
 - c. For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this section, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
 2. All reports required by the permit and other information requested by the Agency shall be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - a. The authorization is made in writing by a person described above and submitted to the Agency.
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).
 - c. **Changes to Authorization.** If an authorization under Part I.C (Authorization) is no longer accurate because a different individual or position has responsibility for the overall operation of the construction site, a new authorization satisfying the requirements of Part I.C must be submitted to the Agency prior to or together with any reports, information, or applications to be signed by an authorized representative.
 - d. **Certification.** Any person signing documents under this Part shall make the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- H. Penalties for Falsification of Reports.** Section 309(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than 2 years, or by both. Section 44(j)(4) and (5) of the Environmental Protection Act provides that any person who knowingly makes any false statement, representation, or certification in an application form, or form pertaining to a NPDES permit commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- I. Penalties for Falsification of Monitoring Systems.** The CWA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by fines and imprisonment described in Section 309 of the CWA. The Environmental Protection Act provides that any person who knowingly renders inaccurate any monitoring device or record required in connection with any NPDES permit or with any discharge which is subject to the provisions of subsection (f) of Section 12 of the Act commits a Class A misdemeanor, and in addition to any other penalties provided by law is subject to a fine not to exceed \$10,000 for each day of violation.
- J. Oil and Hazardous Substance Liability.** Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under section 311 of the CWA.
- K. Property Rights.** The issuance of this permit does not convey any property rights of any sort, nor any exclusive privileges, nor does it authorize any injury to private property nor any invasion of personal rights, nor any infringement of Federal, State or local laws or regulations.
- L. Severability.** The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.
- M. Transfers.** This permit is not transferable to any person except after notice to the Agency. The Agency may require the discharger to apply for and obtain an individual NPDES permit as stated in Part I.C (Authorization).
- N. Requiring an Individual Permit or an Alternative General Permit.**

1. The Agency may require any person authorized by this permit to apply for and/or obtain either an individual NPDES permit or an alternative NPDES general permit. Any interested person may petition the Agency to take action under this paragraph. Where the Agency requires a discharger authorized to discharge under this permit to apply for an individual NPDES permit, the Agency shall notify the discharger in writing that a permit application is required. This notification shall include a brief statement of the reasons for this decision, an application form, a statement setting a deadline for the discharger to file the application, and a statement that on the effective date of the individual NPDES permit or the alternative general permit as it applies to the individual permittee, coverage under this general permit shall automatically terminate. Applications shall be submitted to the Agency indicated in Part II.D (Where to Submit) of this permit. The Agency may grant additional time to submit the application upon request of the applicant. If a discharger fails to submit in a timely manner an individual NPDES permit application as required by the Agency under this paragraph, then the applicability of this permit to the individual NPDES permittee is automatically terminated at the end of the day specified by the Agency for application submittal. The Agency may require an individual NPDES permit based on:
 - a. information received which indicates the receiving water may be of particular biological significance pursuant to 35 Ill. Adm. Code 302.105(d)(6);
 - b. whether the receiving waters are impaired waters for suspended solids, turbidity or siltation as identified by the Agency's 303(d) listing;
 - c. size of construction site, proximity of site to the receiving stream, etc.

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

2. Any discharger authorized by this permit may request to be excluded from the coverage of this permit by applying for an individual permit. In such cases, the permittee shall submit an individual application in accordance with the requirements of 40 CFR 122.26(c)(1)(ii), with reasons supporting the request, to the Agency at the address indicated in Part II.D (Where to Submit) of this permit. The request may be granted by issuance of any individual permit or an alternative general permit if the reasons cited by the permittee are adequate to support the request.
 3. When an individual NPDES permit is issued to a discharger otherwise subject to this permit, or the discharger is authorized to discharge under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee is automatically terminated on the effective date of the individual permit or the date of authorization of coverage under the alternative general permit, whichever the case may be. When an individual NPDES permit is denied to a discharger otherwise subject to this permit or the discharger is denied for coverage under an alternative NPDES general permit, the applicability of this permit to the individual NPDES permittee remains in effect, unless otherwise specified by the Agency.
- O. **State/Environmental Laws.** No condition of this permit shall release the permittee from any responsibility or requirements under other environmental statutes or regulations.
- P. **Proper Operation and Maintenance.** The permittee shall at all times properly operate and maintain all construction activities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.
- Q. **Inspection and Entry.** The permittee shall allow the IEPA, or an authorized representative upon presentation of credentials and other documents as may be required by law, to:
 1. Enter upon the permittee's premises where a regulated construction activity is located or conducted, or where records must be kept under the conditions of this permit;
 2. Have access to and copy at reasonable times, any records that must be kept under the conditions of this permit;
 3. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
 4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.
- R. **Permit Actions.** This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.
- S. **Bypasses and Upsets.** The provisions of 40 CFR Section 122.41(m) & (n) are applicable and are hereby incorporated by reference.

Part VII. REOPENER CLAUSE

- A. If there is evidence indicating potential or realized impacts on water quality due to any storm water discharge associated with industrial activity covered by this permit, the discharger may be required to obtain an individual permit or an alternative general permit in accordance with Part I.C (Authorization) of this permit or the permit may be modified to include different limitations and/or requirements.
- B. Permit modification or revocation will be conducted according to provisions of 35 Ill. Adm. Code, Subtitle C, Chapter I and the provisions of 40 CFR 122.62, 122.63, 122.64 and 124.5 and any other applicable public participation procedures.
- C. The Agency will reopen and modify this permit under the following circumstances:
 1. the U.S. EPA amends its regulations concerning public participation;
 2. a court of competent jurisdiction binding in the State of Illinois or the 7th Circuit Court of Appeals issues an order necessitating a modification of public participation for general permits; or
 3. to incorporate federally required modifications to the substantive requirements of this permit.

202 (CC)

Part VIII. DEFINITIONS

"Agency" means the Illinois Environmental Protection Agency.

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

"Commencement of Construction or Demolition Activities" The initial disturbance of soils associated with clearing, grading, or excavating activities or other construction or demolition activities.

"Construction Activities" Earth disturbing activities, such as clearing, grading and excavation of land. For purposes of this permit, construction activities also means construction site, construction site activities, or site. Construction activities also include any demolition activities at a site.

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

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

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

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

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

"Final Stabilization" means that all soil disturbing activities at the site have been completed, and either of the two following conditions are met:

- (i) A uniform (e.g., evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or
- (ii) Equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

For individual lots in residential construction, final stabilization means that either:

- (i) The homebuilder has completed final stabilization as specified above, or
- (ii) The homebuilder has established temporary stabilization including perimeter controls for an individual lot prior to occupation of the home by the homeowner and informing the homeowner of the need for, and benefits of, final stabilization.

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

- (i) Located in an incorporated place (city) with a population of 100,000 or more as determined by the latest Decennial Census by the Bureau of Census (these cities are listed in Appendices F and G of 40 CFR Part 122); or
- (ii) Located in the counties with unincorporated urbanized populations of 100,000 or more, except municipal separate storm sewers that are located in the incorporated places, townships or towns within such counties (these counties are listed in Appendices H and I of 40 CFR Part 122); or
- (iii) Owned or operated by a municipality other than those described in paragraph (i) or (ii) and that are designated by the Director as part of the large or medium municipal separate storm sewer system.

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

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

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

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

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

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

- (i) Facilities subject to storm water effluent limitations guidelines, new source performance standards, or toxic pollutant effluent standards under 40 CFR Subchapter N (except facilities with toxic pollutant effluent standards which are exempted under category (xi) of this paragraph);
- (ii) Facilities classified as Standard Industrial Classifications 24 (except 2434), 26 (except 265 and 267), 28, 29, 311, 32, 33, 3441, 373;
- (iii) Facilities classified as Standard Industrial Classifications 10 through 14 (mineral industry) including active or inactive mining operations (except for areas of coal mining operations meeting the definition of a reclamation area under 40 CFR 434.11(l)) and oil and gas exploration, production, processing, or treatment operations, or transmission facilities that discharge storm water contaminated by contact with or that has come into contact with, any overburden, raw material, intermediate products, finished products, byproducts or waste products located on the site of such operations; inactive mining operations are mining sites that are not being actively mined, but which have an identifiable owner/operator;
- (iv) Hazardous waste treatment, storage, or disposal facilities, including those that are operating under interim status or a permit under Subtitle C of RCRA;
- (v) Landfills, land application sites, and open dumps that have received any industrial wastes (waste that is received from any of the facilities described under this subsection) including those that are subject to regulation under Subtitle D of RCRA;
- (vi) Facilities involved in the recycling of materials, including metal scrapyards, battery reclaimers, salvage yards, and automobile junkyards, including but limited to those classified as Standard Industrial Classification 5015 and 5093;
- (vii) Steam electric power generating facilities, including coal handling sites;
- (viii) Transportation facilities classified as Standard Industrial Classifications 40, 41, 42, 44, and 45 which have vehicle maintenance shops, equipment cleaning operations, or airport deicing operations. Only those portions of the facility that are either involved in vehicle maintenance (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations, airport deicing operations, or which are otherwise identified under subparagraphs (i)-(vii) or (ix)-(xi) of this subsection are associated with industrial activity;
- (ix) Treatment works treating domestic sewage or any other sewage sludge or wastewater treatment device or system, used in the storage treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are located within the confines of the facility, with a design flow of 1.0 mgd or more, or required to have an approved pretreatment program under 40 CFR 403. Not included are farm lands, domestic gardens or lands used for sludge management where sludge is beneficially reused and which are not physically located in the confines of the facility, or areas that are in compliance with 40 CFR 503;
- (x) Construction activity including clearing, grading and excavation activities except: operations that result in the disturbance of less than one acre of total land area which are not part of a larger common plan of development or sale unless otherwise designated by the Agency pursuant to Part I.B.1.
- (xi) Facilities under Standard Industrial Classifications 20, 21, 22, 23, 2434, 25, 265, 267, 27, 283, 31 (except 311), 34 (except 3441), 35, 36, 37 (except 373), 38, 39, 4221-25, (and which are not otherwise included within categories (i)-(x)).

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

"Work day" for the purpose of this permit, a work day is any calendar day on which construction activities will take place.

ILR10JCH docs/miscdocs/hulton/(IERGmodification)ILR10permit 1-17-2014).jch.

Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

For Office Use Only

OWNER INFORMATION

Permit No. ILR10 _____

Company/Owner Name: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Contact Person: _____ E-mail: _____
Fax: _____
Owner Type (select one) _____

CONTRACTOR INFORMATION

MS4 Community: Yes No

Contractor Name: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Fax: _____

CONSTRUCTION SITE INFORMATION

Select One: New Change of information for ILR10 _____
Project Name: _____ County: _____
Street Address: _____ City: _____ IL Zip: _____
Latitude: _____ Longitude: _____
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range
Approximate Construction Start Date _____ Approximate Construction End Date _____

Total size of construction site in acres: _____

If less than 1 acre, is the site part of a larger common plan of development?
 Yes No

Fee Schedule for Construction Sites:	
Less than 5 acres -	\$250
5 or more acres -	\$750

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?
(Submit SWPPP electronically to: epa.constilr10swppp@illinois.gov)
 Yes No

Location of SWPPP for viewing: Address: _____ City: _____
SWPPP contact information:
Contact Name: _____ Inspector qualifications: _____
Phone: _____ Fax: _____ E-mail: _____
Project Inspector, if different from above
Inspector's Name: _____ Inspector qualifications: _____
Phone: _____ Fax: _____ E-mail: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 6/4, 6/38). Failure to disclose this information may result in a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 6/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

202(CC)

TYPE OF CONSTRUCTION (select one)

Construction Type _____

SIC Code: _____

Type a detailed description of the project:

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency Yes No

Endangered Species Yes No

RECEIVING WATER INFORMATION

Does your storm water discharge directly to: Waters of the State or Storm Sewer

Owner of storm sewer system: _____

Name of closest receiving water body to which you discharge: _____

Mail completed form to: Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature: _____

Date: _____

Printed Name: _____

Title: _____

INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line; changes of information or permit renewal notifications do not require a fee.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: epa.constilr10swppp@illinois.gov When submitting electronically, use Project Name and City as indicated on NOI form.

Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19278 • Springfield • Illinois • 62794-9278

Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

For Office Use Only

OWNER INFORMATION

Company/Owner Name: _____

Mailing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Contact Person: _____ E-mail: _____

Owner Type (select one) _____

Permit No. ILR10 _____

CONTRACTOR INFORMATION

MS4 Community: Yes No

Contractor Name: _____

Mailing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

CONSTRUCTION SITE INFORMATION

Select One: New Change of information for: ILR10 _____

Project Name: _____ County: _____

Street Address: _____ City: _____ IL Zip: _____

Latitude: _____ Longitude: _____

(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

Approximate Construction Start Date _____ Approximate Construction End Date _____

Total size of construction site in acres: _____

Fee Schedule for Construction Sites:	
Less than 5 acres -	\$250
5 or more acres -	\$750

If less than 1 acre, is the site part of a larger common plan of development?
 Yes No

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency? Yes No
(Submit SWPPP electronically to: epa.constit@swppp@illinois.gov)

Location of SWPPP for viewing: Address: _____ City: _____

SWPPP contact information: _____ Inspector qualifications: _____

Contact Name: _____

Phone: _____ Fax: _____ E-mail: _____

Project Inspector, if different from above: _____ Inspector qualifications: _____

Inspector's Name: _____

Phone: _____ Fax: _____ E-mail: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 6/4, 6/30). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 6/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Farm Management Center.

IL 532 2104 WPC 523

202 (CC)

TYPE OF CONSTRUCTION (select one)

Construction Type _____

SIC Code: _____

Type a detailed description of the project:

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency Yes No

Endangered Species Yes No

RECEIVING WATER INFORMATION

Does your storm water discharge directly to: Waters of the State or Storm Sewer

Owner of storm sewer system: _____

Name of closest receiving water body to which you discharge: _____

Mail completed form to: Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature:

Date:

Printed Name:

Title:

INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: epa.constilr10swppp@illinois.gov When submitting electronically, use Project Name and City as indicated on NOI form.

Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control NOTICE OF TERMINATION (NOT) of Coverage under the General Permit for Storm Water Discharges Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

OWNER INFORMATION

Owner Name: _____

Owner Type (select one): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Contact Person: _____ Fax: _____

E-mail: _____

Permit No. ILR10 _____

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Fax: _____

CONSTRUCTION SITE INFORMATION

Facility Name: _____

Street Address: _____

City: _____ IL _____ Zip: _____ County: _____

NPDES Storm Water General Permit Number: ILR10 _____

Latitude: _____ Longitude: _____

(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

DATE PROJECT HAS BEEN COMPLETED AND STABILIZED: _____

NOTE: Coverage under this permit cannot be terminated without the completion date.
I certify under penalty of law that disturbed soils at the identified facility have been finally stabilized or that all storm water discharges associated with industrial activity from the identified facility that are authorized by an NPDES general permit have otherwise been eliminated. I understand that by submitting this notice of termination, that I am no longer authorized to discharge storm water associated with industrial activity by the general permit, and that discharging pollutants in storm water associated with industrial activity to Waters of the State is unlawful under the Environmental Protection Act and the Clean Water Act where the discharge is not authorized by an NPDES Permit.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature: _____ Date: _____

Mail completed form to: Illinois Environmental Protection Agency
Division of Water Pollution Control, Attn: Permit Section
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

(Do not submit additional documentation unless requested)

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/99). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

IL 532 2102
202 (CG) Rev 12/11

National Pollutant Discharge Elimination System
(NPDES) Permit Requirements

GUIDELINES FOR COMPLETION OF NOTICE OF TERMINATION (NOT) FORM

Please adhere to the following guidelines:

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible.

Submit completed forms to:

Illinois Environmental Protection Agency
 Division of Water Pollution Control, Attn: Permit Section
 1021 North Grand Avenue East
 P.O. Box 19276
 Springfield, Illinois 62794-9276
 or call (217) 782-0610
 FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	Example	Format
Section	12	1 or 2 numerical digits
Township	12N	1 or 2 numerical digits followed by "N" or "S"
Range	12W	1 or 2 numerical digits followed by "E" or "W"

Final stabilization has occurred when:

- (a) all soil disturbing activities at the site have been completed;
- (b) a uniform perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas not covered by permanent structures; or
- (c) equivalent permanent stabilization measures have been employed.

Illinois Environmental Protection Agency

Bureau of Water • 1021 N. Grand Avenue E. • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control

Construction Site Storm Water Discharge Incidence of Non-Compliance (ION)

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Compliance Assurance Section at the above address. You may email this completed form to: epa.swnoncomp@illinois.gov

Permittee Information:

For Office Use Only
Permit No. ILR10

Name: _____
Street Address: _____
City: _____ State: IL Zip Code: _____ County: _____ P.O. Box: _____
Phone: _____ Email: _____

Construction Site Information:

Site Name: _____
Street Address: _____
City: _____ State: IL Zip Code: _____
Latitude: _____ Longitude: _____
(Deg) (Min) (Sec) (Deg) (Min) (Sec)

Cause of Non-Compliance _____
Section Township Range

Actions Taken to Prevent Any Further Non-Compliance

Environmental Impact Resulting From the Non-Compliance

Actions Taken to Reduce the Environmental Impact Resulting From the Non-Compliance

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Owner Signature: _____

Date: _____

Printed Name: _____

Title: _____

IL 532/2105 WPC
524 Rev. 10/2011

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form is approved by the Forms Management Center.

DIVISION OF WATER POLLUTION CONTROL
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
FIELD OPERATIONS SECTION

GUIDELINES FOR COMPLETION OF INCIDENCE OF NON-COMPLIANCE (ION) FORM

Complete and submit this form for any violation of the Storm Water Pollution Prevention Plan observed during any inspection conducted, including those not required by the SWPPP. Please adhere to the following guidelines:

Initial submission within 24 hours by email, telephone or fax (see region fax numbers) of any incidence of non-compliance for any violation. Submit email copy to: epa.swnoncomp@illinois.gov. After 24 hours notification, submit signed original ION within 5 days to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Compliance Assurance #19
Post Office Box 19276
Springfield, Illinois 62794-9276

FIELD OPERATIONS HEADQUARTERS
Bruce Yurdin, Manager
Phone: 217/782-3362 Fax: 217/785-1225
EMAIL: epa.swnoncomp@illinois.gov

Region 1 - ROCKFORD
Chuck Corley, Manager
Phone: 815/987-7760 Fax: 815/987-7005

Region 2 - DESPLAINES
Jay Patel, Manager
Phone: 847/294-4000 Fax: 847/294-4058

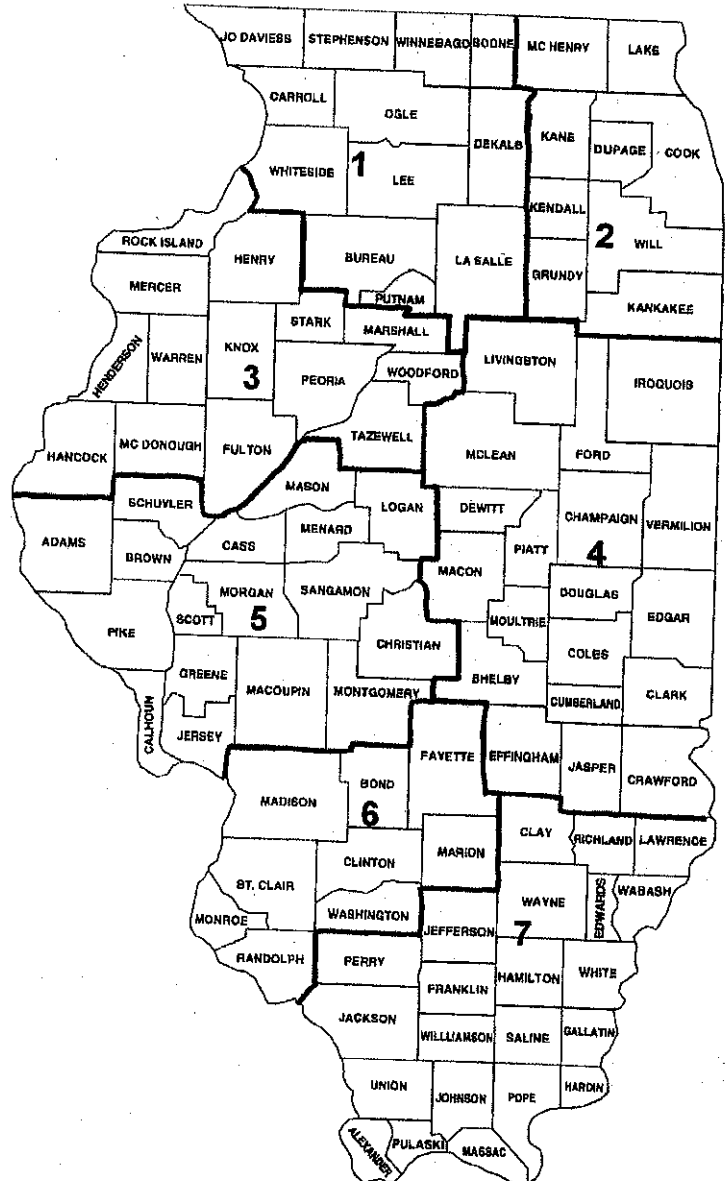
Region 3 - PEORIA
Jim Kammueler, Manager
Phone: 309/693-5463 Fax: 309/693-5467

Region 4 - CHAMPAIGN
Joe Koronkowski, Manager
Phone: 217/278-5800 Fax: 217/278-5808

Region 5 - SPRINGFIELD
Bruce Yurdin, FOS Manager
Phone: 217/782-3362 Fax: 217/785-1225

Region 6 - COLLINSVILLE
Bruce Yurdin, FOS Manager
Phone: 217/782-3362 Fax: 217/785-1225

Region 7- MARION
Byron Marks, Manager
Phone: 618/993-7200 Fax: 618/997-5467





Cook County
Department of Transportation
and Highways

John Yonan, P.E.
Superintendent of Transportation and Highways

Cook County Administration Building
69 West Washington Street 23rd Floor
Chicago, Illinois 60602-3007
Telephone (312) 603-1600-01/ Fax (312) 603-9945

National Pollutant Discharge Elimination System (NPDES)
Contractor Certification Statement

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

Project Information:

Road: 156th Street
Limits: Commercial Avenue to Halsted Street

Resident Engineer: _____

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

Name (PRINT) of Contractor

Telephone Number

Signature

Company Name

Street Address

City State Zip



Cook County Department of Transportation and Highways

John Yonan, P.E. Superintendent of Transportation and Highways

Cook County Administration Building 69 West Washington Street 23rd Floor Chicago, Illinois 60602-3007 Telephone (312) 603-1600-017 Fax (312) 603-9945

National Pollutant Discharge Elimination System (NPDES) Soil Erosion and Sediment Control - Inspection Report

Road: 156th Street

Section Number: 14-15632-01-FP

Limits: Commercial Avenue to Halsted Street

Date of Inspection: Name of Inspector:

Type of Inspection: weekly after recent rainfall Time of Inspection:

Stage of Construction/Active work at time of inspection:

- Pre-Construction Plan Review, Clearing and Grubbing, Rough Grading, Finishing Grade, Tranching, Sewer Installation, Paving, Final Stabilization, Other

All temporary ditch checks have been installed as shown on plans Yes No Penimeter erosion barrier/silt fence is trenched in place and functioning as indicated on plans Yes No Silt fence has been placed around all stockpiles Yes No All storm sewer inlets have inlet protection Yes No Is sediment tracking from this construction project onto public roadways? Yes No Are adjacent properties and waterways being adequately protected from construction debris and sediment? Yes No All temporary soil erosion/sediment control BMPs that are no longer needed have been removed Yes No

The Contractor is hereby notified that the following corrective action must be taken:

Location: Type of BMP: Repair must occur by: Describe correction to be made by Contactor: (date/time)

Location: Type of BMP: Repair must occur by: Describe correction to be made by Contactor: (date/time)

Location: Type of BMP: Repair must occur by: Describe correction to be made by Contactor: (date/time)

Notification to Contactor given by:

Date: Time: Contractor/SubContractor's (Initial upon receipt)

Erosion and Sediment Control Deficiency Deduction will be imposed per Art. 105.03 of the IDOT Standard Specifications Jan 1, 2012. If Contactor fails to meet requirements of ILR10, an Incidence of Non-Compliance Form will be completed and sent to the IEPA with this repair notice.



Cook County
Department of Transportation
and Highways

John Yonan, P.E.
Superintendent of Transportation and Highways

Cook County Administration Building
69 West Washington Street 23rd Floor
Chicago, Illinois 60602-3007
Telephone (312) 603-1600-01/ Fax (312) 603-9945

National Pollutant Discharge Elimination System (NPDES)
Stormwater Pollution Prevention Plan

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

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

John Yonan
Signature

3/22/16
Date

Superintendent of Transportation and Highways
Title

Road Name: 156th Street

Limits: Commercial Avenue to Halsted Street

Section Number: 14-15532-01-FP

Location: Harvey, IL

County: Cook

1. SITE DESCRIPTION

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

It is the intent of this project to provide full depth P.C.C. pavement reconstruction to 2-12 ft lanes with B-V.12 curb and gutter from Lathrop Avenue to the entrance driveway of LB Steel transitioning to 2-15 ft lanes with B-V.12 curb and gutter at Halsted Street. Other work includes, but is not limited to, pavement removal, concrete curb and gutter removal and replacement, storm sewer installation, tree removal, signing, traffic protection, detour routing, pavement marking, landscaping, and other necessary highway appurtenances along 156th Street - Lathrop Avenue to Halsted Street; and pipe lining of sewer main along 156th Street - Commercial Avenue to Lathrop Avenue with said road segments identified as the "PROJECT".

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

The total area of the project is 1.5 (acres).

The total area of the site expected to be disturbed by excavation, grading, or other soil breaking activities is 0.7 (acres).

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

According to the Soil Survey of Cook County, Illinois, soils present within project limits are

- 805B - Orthents, clayey, undulating
- _____
- _____
- _____
- _____

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

The names of receiving water(s) and aerial extent of wetland acreage at the site are also in the project report and plan documents.

Receiving waters: Little Calumet River

The proposed improvements are located within the Calumet watershed
Little Calumet River sub-watershed.

The primary storm water discharge points are as follows:

Sta. <u>200+00</u>	Description: <u>30 inch combined sewer system along Commercial Avenue</u>
Sta. _____	Description: _____
Sta. _____	Description: _____
Sta. _____	Description: _____
Sta. _____	Description: _____

2. CONTROLS

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

Erosion Control Blanket – Erosion control blanket shall be placed over all disturbed areas that have been brought to final grade if sodding is not installed within 24 hours and at any time and location as deemed necessary by the Resident Engineer to protect slopes from erosion. Erosion Control Blanket with green dye is NOT acceptable.

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

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

Temporary Tree Protection – Shall consist of temporary fencing and tree trunk protection as directed by the Resident Engineer in accordance with Article 204.05 of the IDOT Standard Specifications for Road and Bridge Construction.

Sodding (for residential areas) – Sodding shall be used to stabilize all disturbed parkway areas within 24 hours of final grading unless otherwise noted on plans. If sodding is not in place within 24 hrs of final grading, erosion control blanket is to be used to protect exposed soils until sodding is installed.

Permanent Seeding (for non-residential areas) – Seeding, Class 2A shall be used to stabilize all disturbed parkway areas within 24 hours of final grading unless otherwise noted on plans. Erosion control blanket is to be installed over seeded areas. Biodegradable, lightweight erosion control blanket is preferred. ECB containing green dye is not acceptable.

Inlet Pipe Protection – Inlet pipe protection shall be provided for those structures in the parkway as shown in the plans. Drainage structure inlet filters will be placed and maintained at those locations indicated on the drainage plans and as directed by the Engineer.

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

Isolation of Work Area – Prior to culvert or bridge installation, the Contractor shall isolate the work area from flowing water through the use of cofferdams. The system must be approved by the Engineer and by the authorizing Soil and Water Conservation District (see Special Provision for Maintaining Drainage and Stream Protection).

Dewatering Operations – The Contractor shall use a sump pit for dewatering the isolated work area. Water from the sump pit shall be discharged to a sediment basin or sediment bag of adequate size to provide for settlement prior to being discharged to the drainage system. The discharge of water from dewatering operations directly into the stream or drainage system is strictly prohibited. (see Special Provision for Maintaining Drainage and Stream Protection).

The Contractor shall initiate stabilization measures as soon as practicable on portions of the site where construction activities have ceased (permanently or temporarily) and at any time and location deemed necessary and as directed in writing by the Engineer.

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

Contractor: _____

Print name and initial

Other Controls

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

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

Approved State or Local Plans

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

MAINTENANCE

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

During construction the Contractor shall:

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

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

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

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

Inspection procedures shall be followed as outlined below.

INSPECTIONS

Qualified personnel shall inspect disturbed areas of the construction site which have not been fully stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is ½ in. or greater rainfall or equivalent snowfall (5 in.).

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

Based on the results of the inspection, the description of potential pollutant sources identified in section a) above and pollution prevention measures identified in section a) above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 24 hours following the inspection (a mark-up plan showing accurate locations and types of BMPs used must be kept.)

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution plan, and actions taken in accordance with section b) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI G of the general permit.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact which may have resulted from the non-compliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit. The report of non-compliance shall be mailed to the following address:

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

NON-STORM WATER DISCHARGES

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in the plans are described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

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

EVIDENCE OF COMPLIANCE WITH OTHER LAWS

Endangered Species Act

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

National Historic Properties Act of 1966

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

State Endangered and Threatened Species

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

(description of impacted resource)

This area is located:

(location in reference to the project plans)

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

(clearance letter date here)

EVIDENCE OF COMPLIANCE WITH OTHER LAWS

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

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

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

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

Wetland Impacts: _____ acres

Mitigation Provided: _____ acres / Location: _____

References

- Standard Specifications for Road and Bridge Construction*, Illinois Department of Transportation, January 1, 2012
- Illinois Urban Manual*, United States Department of Agriculture - Natural Resources Conservation Service, September 1995
- National Pollutant Discharge Elimination System (NPDES) Storm Water Permit General Permit for Construction Site Activities No. ILR10*, Illinois Environmental Protection Agency - Division of Water Pollution Control.

**SPECIAL PROVISION
FOR
SEEDING**

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

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

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

Nitrogen Fertilizer Nutrients 60 lbs./acre

Phosphorus Fertilizer Nutrients 60 lbs./acre

Potassium Fertilizer Nutrients 60 lbs./acre

250.07 Seeding Mixtures. Revise Table I Seeding Mixtures

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

80 lbs./acre Kentucky Bluegrass

45 lbs./acre Kentucky 31 or Alta Fescue

30 lbs./acre Perennial Ryegrass

15 lbs./acre Redtop or Creeping Red Fescue

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

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

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

The Contractor shall provide and erect any other signs that are required for traffic safety operations and the conveyance of traffic information to the motorist, which may not be included in the Traffic Control

Standards. The requirement for these signs shall be determined by and installed at the direction of the Engineer.

Barricades: Any drop off greater than 3 inches, but less than 6 inches within 8 feet of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 100 foot center to center spacing. If the drop off within 8 feet of the pavement edge exceeds 6 inches, the barricades mentioned above shall be placed at 50 foot center to center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 701901. In addition to the placement of barricades as described above, pavement drop off signs (W8-9a) shall be used along with the barricades and at the direction of the Engineer.

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

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

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

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

Temporary Concrete Barrier Vertical Panels and Lights. Whenever temporary concrete barrier is specified in the plans, vertical panels and steady burning lights meeting the requirement of Articles 1106.01 and 1106.02 of the Standard Specifications and Standard 701901 shall be installed on the barrier at 50 foot centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer. Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

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

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

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

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

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

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

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

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

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

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

No road closures or restrictions shall be permitted except those covered by the Traffic Control Highway Standards without written approval by the Engineer.

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

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

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

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

Method of Measurement. Delete: Article 701.19 Method of Measurement

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

Basis of Payment. Delete: Article 701.20 Basis of Payment

This work will be paid for at the lump sum price for TRAFFIC PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices when required, such as signing, arrow boards, barricades, plastic drums, road closures, temporary pavement marking paint and tape lines and letters and symbols (Section 780 and Article 1095.02 of the Standard Specifications), temporary concrete barrier vertical panels and lights (Standard 701901), flexible delineators (Standard 701901), prismatic barrier reflectors (Sections 782 and 1097 of the Standard Specifications), temporary raised reflective pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) and all traffic control devices indicated in the plans and specifications. The salvage value of all material removed (including existing traffic signs - when removal is required) shall be reflected in the bid price for this item.

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

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

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

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

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

Where "P" is the contract price for Traffic Protection

Where "X" = (Difference between original and final sum total value of all the work items for which protection is required) divided by (Original sum total value of all work items for which traffic protection is required)

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

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

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: April 1, 2016

1) Design Composition and Volumetric Requirements

Revise the table in Article 406.06(d) of the Standard Specifications to read:

"MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
SMA-9.5, IL-9.5, IL-9.5L	1 1/2 (38)
SMA-12.5	2 (50)
IL-19.0, IL-19.0L	2 1/4 (57)"

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0	CA 11 ^{1/}
	IL-9.5	CA 16, CA 13 ^{3/}
HMA Low ESAL	IL-19.0L	CA 11 ^{1/}
	IL-9.5L Stabilized Subbase or Shoulders	CA 16
SMA ^{2/}	1/2 in. (12.5mm) Binder & Surface	CA13 ^{3/} , CA14 or CA16
	IL 9.5 Surface	CA16, CA 13 ^{3/}

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
	IL-19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 - 78 ^{2/}
70				
90				65 - 75

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 72-85 percent"

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

"(3) SMA Mixtures.

Volumetric Requirements SMA ^{1/}			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 ^{4/}	3.5	17.0 ^{2/}	75 - 83
		16.0 ^{3/}	

1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.

2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

"High ESAL	IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) ^{1/} ; HMA Shoulders ^{2/}

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

"1030.02 Materials. Materials shall be according to the following.

Item.....	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	1032
(g) Performance Graded Asphalt Binder (Note 2)	
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that

produces either Type 1 or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/}										
Sieve Size	IL-19.0 mm		SMA ^{4/} IL-12.5 mm		SMA ^{4/} IL-9.5 mm		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 ^{5/}	16	32 ^{5/}	34 ^{6/}	52 ^{2/}	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 ^{3/}	7.5	9.5 ^{3/}	4	6	7	9 ^{3/}
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.

- 3/ Applies when specific gravity of coarse aggregate is < 2.760 .
- 4/ Blending of different types of aggregate will not be permitted.
For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

"During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production."

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

"As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

2) Design Verification and Production

Revise Article 1030.04 (d) of the Standard Specifications to read:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

- (1) Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements ^{1/}

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

- 1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.

For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

- (2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

- "(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb} ."

Basis of Payment.

Replace the fourth paragraph of Article 406.14 of the Standard Specifications with the following:

"Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition and N_{design} specified; and POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and N_{design} specified."

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: April 2, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

(a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

(b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

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

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

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

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including

unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
 - (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
 - (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
 - (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
 - (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".
- RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
 - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
 - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
- (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

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

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

- (a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G_{mm} . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP
No. 4 (4.75 mm)	$\pm 6 \%$
No. 8 (2.36 mm)	$\pm 5 \%$
No. 30 (600 μ m)	$\pm 5 \%$
No. 200 (75 μ m)	$\pm 2.0 \%$
Asphalt Binder	$\pm 0.3 \%$
G_{mm}	± 0.03 ^{1/}

- 1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
	FRAP	RAS
% Passing: ^{1/}		
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G _{mm}	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

- (d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
 - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

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

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

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

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

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

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures ^{1/ 2/ 4/}	Maximum % ABR		
	Binder/Leveling Binder	Surface	Polymer Modified ^{3/}
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
4.75 mm N-50			40
SMA N-80			30

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the

additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.

- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

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

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

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

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
 - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
 - j. Accumulated mixture tonnage.
 - k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))
- (2) Batch Plants.
- a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - f. RAS and FRAP weight to the nearest pound (kilogram).
 - g. Virgin asphalt binder weight to the nearest pound (kilogram).
 - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.
The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical

Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

- (b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 μ m) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006

Revised: April 1, 2016

Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a

uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent.”

Revise 1030.02(c) of the Standard Specifications to read:

“(c) RAP Materials (Note 5)1031”

Add the following note to 1030.02 of the Standard Specifications:

Note 5. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

SPECIAL PROVISION
FOR
CURED-IN-PLACE PIPE (CIPP)

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Technical reports.
2. Pipe lining materials.
3. Pipe lining thickness.
4. Sewage bypassing.
5. Safety requirements.
6. Cleaning of sewer pipe lines.
7. Inspection of sewer pipe lines.
8. Pipe line obstructions.
9. Sealing lining at manholes.
10. Installation of inversion pipe lining.
11. Lateral connections.
12. Continuous work.
13. Workshafts and manholes.
14. Testing.
15. Clean-up.
16. Measurement and Basis of Payment.

B. Related Documents:

1. Applicable provisions of Division 00 – Procurement and Contracting Requirements shall govern work of this specification section.

C. Related Sections:

1. Applicable provisions of Division 01 – General Requirements shall govern work of this specification section.
2. Applicable provisions of MWRDGC General and Detailed Technical Specifications utilized for this project.

1.2 REFERENCES

A. ASTM International (ASTM):

1. ASTM D638 – Standard Test Method for Tensile Properties of Plastics.
2. ASTM D790 – Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
3. ASTM D1598 – Standard Test Method for Time-to-Failure of Plastic Pipe Under Constant Internal Pressure.
4. ASTM D2837 – Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials or Pressure Design Basis for Thermoplastic Pipe

Products.

5. ASTM D2990 – Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
6. ASTM D5813 – Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems.
7. ASTM F1216 – Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

- B. State of Illinois Department of Transportation (IDOT):
 1. Standard Specifications for Road and Bridge Construction, Current Edition.

1.3 TECHNICAL REPORTS

- A. Trenchless Technology Center, Louisiana Tech University, Ruston, Louisiana, and U.S. Army Corps of Engineers, Waterways Experiment Station, Vicksburg, Mississippi;
 1. "Long Term Structural Behavior of Pipeline Rehabilitation Systems" by Dr. Leslie K. Guice, Dr. Thomas Straughan, Chris Norris, and R. David Bennette, published by ASTM F1216, ASTM D5813 and this report shall govern when this specification does not identify or specify specific installation methods, products or materials.
- B. Sewerage Rehabilitation Manual published by the Water Research Centre; Swindon, England.

1.4 SUBMITTALS

- A. Provide the manufacturer's data sheets, including the installation procedure, for all components of the cured-in-place pipe lining rehabilitation system.
- B. Submit written verification from the manufacturer documenting authorization for the installer.
- C. Provide data on the Manning roughness coefficient (n) of the lining rehabilitation system verifying that Manning n is less than or equal to 0.01. Such data shall be on a sewer rehabilitated by the lining system.
- D. Furnish, prior to use of the materials, a satisfactory written certification of compliance with the technical standards for all materials.
- E. This certification shall include third-party testing of the material for short-term and long-term physical properties.
- F. Submit to the MWRDGC Engineer the design calculations for the wall thickness for review and approval.
- G. Submit liner test results for approval.
- H. Workshaft and manhole designs, as required by MWRDGC Engineer.
- I. Prepare and submit flow bypass plan.

1.5 QUALITY ASSURANCE

- A. It is the intent of this specification to provide for the rehabilitation of the sanitary sewer line by the installation of a resin impregnated flexible felt tube into the existing sewer line.
- B. Curing shall be accomplished by circulating hot water or other approved methods to cure the resin into a hard impermeable lined pipe.
- C. When cured, the lining should extend over the length of the inversion in a continuous tight fitting watertight pipe-within-a-pipe.
- D. For installing the liner the Contractor shall have the option of enlarging the existing manholes or excavating workshafts.
- E. Workshafts shall not be constructed at locations that will interfere with the traffic to the dead end streets.
- F. Contractor has the responsibility of acquiring right-of-way property for the placement workshafts and manholes.
- G. Cost of providing and constructing the workshafts shall be included in the specified lump sum bid item identified in the Contract Documents.
- H. Installation and maintenance of traffic control devices shall be included in the lump sum bid price of the pay item identified to include traffic control cost for this Section.
- I. Traffic control shall be provided in accordance with Section 01 5526 – Traffic Control.

1.6 PERFORMANCE REQUIREMENTS

- A. The finished lining-in-place shall be chemically resistant to withstand internal exposure to domestic sewage.

PART 2 - PRODUCTS

2.1 PIPE LINING MATERIALS

- A. The fiber felt tube shall be fabricated of one or more layers of polyester felt, to a size that when installed, will neatly fit the internal circumference of the existing identified sewer line.
- B. Allowance for circumferential stretching during insertion shall be made and shall meet the manufacturer's standards.
- C. An approximately 0.01 inch polyurethane, or polyvinyl chloride, or similar membrane material is bonded to the felt which becomes the inside surface when the felt tube is turned inside out during the inversion process.

- D. Contractor shall verify the size, perimeter and shape of the sewer in the field prior to fabrication.
- E. The minimum length required to effectively span the distance from the inlet to the outlet of the respective manholes shall be determined by the Contractor unless otherwise specified.
- F. Contractor shall verify the specified length in the field before impregnation.
- G. Contractor shall furnish a general purpose unsaturated polyester resin or epoxy vinyl ester resin and compatible catalyst system that meets the finished cured physical strengths specified.
- H. Lining Physical Strength:
 - 1. The cured-in-place lining shall conform to the minimum initial structural properties, as listed below:

<u>Cured-In-Place Pipe</u>	<u>Standard</u>	<u>Results</u>
Tensile Strength	ASTM D638	3,000 psi
Flexural Strength	ASTM D790	4,500 psi
Flexural Modulus	ASTM D790	250,000 psi

- I. Contractor shall furnish, prior to use of the materials, a satisfactory written certification of their compliance with the technical standards for all materials.
- J. Contractor certification shall include third-party testing of the material for short term and long term physical properties.
- K. Long term testing shall be in accordance with ASTM D1598, ASTM D2837, and ASTM D2990.
- L. Specified ASTM tests require that a series of pipe specimen be subjected to a varying uniform internal pressure high enough to fail the pipe specimen in a 10,000-hour test period.

2.2 PIPE LINING THICKNESS

- A. The thickness of the lining shall be calculated and designed based upon the following physical conditions of the existing sewer to be rehabilitated:
 - 1. The pipeline shall be considered fully deteriorated.
 - 2. The pipeline shall be subjected to an earth load, specific weight of soil equal to 120 lb. /cu.ft. and cohesion equal to 100 psf, with applicable live load and a water table 5 feet below top of ground, unless otherwise specified.
 - 3. The factor of safety shall be 1.5.
 - 4. The creep retention factor shall be the lesser of 50 percent or the value in accordance with the cited Technical Report, published by the Trenchless Technology Center, Louisiana Tech University and the U.S. Army Corp of Engineers, or the value as determined by a reputable independent testing laboratory in accordance with the applicable ASTM Standard Specifications.

5. The soil modulus shall be not more than 700 psi.
 6. The deflection correction factor, R shall be 0.6
 7. The liner will have a minimum thickness of 10 mm.
 8. The resin seal factor shall be not less than five (5) percent, that is, the thickness of the liner, calculated, shall be increased by five (5) percent.
- B. Contractor shall prepare the design calculations for the wall thickness and submit to the MWRDGC Engineer for review and approval.
 - C. Any layers of the liner tube that are not saturated with resin prior to insertion into the host sewer shall not be included in the structural thickness of the liner.

PART 3 - EXECUTION

3.1 SEWAGE BYPASSING

- A. Contractor shall conform to the requirements of Section 33 0531 – Temporary Sanitary and Storm Sewer Bypass Pumping Systems.
- B. The pumps and bypass lines shall have adequate capacity to handle the flow.
- C. During execution of work the Contractor shall be responsible for continuity of service to each facility connected to the affected sections of the rehabilitated sewer.
- D. The existing sewers may flow full or under pressure, therefore, the Contractor shall familiarize themselves with the flow conditions to be encountered at all locations.
- E. Contractor is being made aware that operations consideration will take priority over construction operations and work may be subject to disruptions and the sole compensation for said such delays shall be treated as a time extension.
- F. Contractor will be able to bypass flow to the primary settling tanks or destinations identified in the Contract Documents.
- G. If the wastewater facility storm sewer system is connected to the sewer being rehabilitated, the proposed work shall be done during dry weather or the Contractor shall provide bypass for the sewer be rehabilitated.

3.2 SAFETY REQUIREMENTS

- A. Contractor shall carry out their operations in strict accordance with all OSHA and manufacturer's safety requirements and Section 01 3727 – Safety and Occupational Health Requirements.
- B. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

3.3 CLEANING OF SEWER PIPE LINE

- A. Contractor shall utilize cleaning equipment specified in Section 33 0131 – Television Inspection of Sanitary Sewers.
- B. It shall be the responsibility of the Contractor to remove internal debris out of the sewer pipe line.
- C. In sewer segments of questionable structural integrity, the Contractor shall reduce the pressure of the jet and shall not direct the jet onto the cracked sewer pipe.
- D. Contractor shall dispose the debris removed in accordance with the local, state and federal regulations.
- E. Jetting and rooting are considered conventional methods of cleaning.
- F. If piping is spalling the Contractor shall minimize the spalling by either removing portions of the sewer or securing prior to lining the sewer.

3.4 INSPECTION OF SEWER PIPE LINES

- A. Contractor shall reference inspection procedures established in Section 33 0131 - Television Inspection of Sanitary Sewers.
- B. Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections by closed-circuit televisions.
- C. Interior of the pipeline shall be carefully inspected after cleaning and prior to lining to determine the location of any conditions that may prevent proper installation of lining into the pipelines, and it shall be noted so that these conditions can be corrected.
- D. Video digital files and completed record log shall be kept for later reference by MWRDGC.

3.5 PIPE LINE OBSTRUCTIONS

- A. It shall be the responsibility of the Contractor to clear the pipe line of obstructions such as solids, dropped joints, protruding service connections or collapsed pipes that will prevent the insertion of impregnated lining.
- B. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, or the sewer has partially collapsed, then the Contractor shall make a point repair.
- C. Such repair shall be approved in writing by the MWRDGC Engineer prior to the commencement of the work and shall be considered as extra work in accordance with the Contract Documents.

3.6 INSTALLATION OF INVERSION PIPE LINING

- A. Contractor shall designate a location where the unsecured resin, the original containers and the un-impregnated fiber-felt tube will be vacuum impregnated prior to installation.
- B. A roller system shall be used to uniformly distribute the resin throughout the felt tube.
- C. The minimum roller gap shall be twice the thickness of the liner.
- D. A light colored dye shall be added to the resin system to provide a visual inspection of the resin saturation within the felt tube.
- E. Contractor shall allow the MWRDGC Engineer to inspect the materials and "wet out" procedure.
- F. A resin and catalyst system compatible with the requirements of this method shall be used.
- G. Quantities of the liquid thermosetting materials shall provide the wall thickness computed in accordance with lining thickness article of this section.
- H. Volume calculations and verification of the quantity of resin shall be provided to the MWRDGC Engineer prior to installing the liner.
- I. Contractor shall install the impregnated felt tube into the host sewer and begin curing within 60 hours of the start of the resin impregnation process (wet out process).
- J. The wet out fiber-felt tube shall be inserted through an existing manhole by means of an inversion process and the application of a hydrostatic head sufficient to fully extend it to the next designated manhole.
- K. The impregnated tube material shall be inserted into the vertical inversion standpipe with the impermeable plastic membrane side out.
- L. At the lower end of the inversion standpipe, the felt tube shall be turned inside out and attached to the standpipe so that a leak-proof seal is created.
- M. The inversion head will be adjusted to be of sufficient height to cause the impregnated tube to invert from manhole to manhole and hold the tube tight to the pipe wall, and to produce dimples at service connections and flared ends at the manholes.
- N. The use of a lubricant is recommended.
- O. The lining manufacturer's standards shall be closely followed during the elevated curing temperature so as not to overstress the felt fiber and cause damage or failure prior to curing of the liner.
- P. Alternatively, the impregnated tube can be pulled into place and expanded with an inflation bladder by a water inversion process.
- Q. The inflation bladder shall be impregnated with sufficient resin prior to installation.

- R. Contractor shall submit calculations prepared, signed and sealed by an Illinois Registered Structural Engineer on the adequacy of the uncured, resin impregnated liner to withstand all loading during the installation process.
- S. The allowable installation force shall not exceed the tensile strength of the impregnated felt tube that would allow the tube to stretch more than three (3) percent of the original length.
- T. The allowance of this stretch shall be made in the thickness calculations.
- U. The impregnated tube shall have a marking indicating the length of the insertion run.
- V. After the completion of insertion, but prior to curing the tube, the markings shall be re-measured and the elongation shall be computed.
- W. Curing:
1. After the inversion is completed, the contractor shall supply suitable heat source and water recirculation equipment.
 2. Equipment shall be capable of delivering hot water throughout the section by means of a pre-strung hose, which has been perforated to uniformly raise the water temperature above the temperature required to affect a cure of the resin.
 3. This temperature shall be determined by the resin/catalyst system employed.
- X. Heat Source:
1. Heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply.
 2. Another such gauge shall be placed between the impregnated felt tube and the pipe invert at the remote manhole to determine the temperatures during cure.
 3. Water temperature in the line during the cure period shall not be less than 160 degrees F or more than 200 degrees F as measured at the heat source return line.
- Y. Initial Cure:
1. Initial cure shall be deemed to be completed when inspection of the exposed portions of cured-in-place lining pipe appears to be hard and sound and the remote temperature sensor indicates that an exotherm has occurred.
 2. The cure period shall be of duration recommended by the resin manufacturer during which time the recirculation of the water and cycling of the heat exchanger to maintain the temperature continues.
- Z. Cool Down:
1. Contractor shall cool the hardened installed inversion lining to a temperature below 100 degrees F before relieving the static head in the inversion standpipe.
 2. Cool-down may be accomplished by the introduction of cool water into the inversion standpipe to replace water being drained from a small hole made in the downstream end.
 3. Care shall be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed lining.

AA. Finish Pipe Lining:

1. The finished pipe lining shall be continuous over the entire length of the run identified in the Contract Documents and be as free as practical from visual defects such as foreign inclusions, dry spots, pinholes, wrinkles and delaminations.
2. Wrinkling, to some degree may be acceptable if it does not affect the structural integrity and hydraulic performance of the liner.
3. Contractor shall fill the annular space between the liner and the existing sewer at the manhole with a resin mixture compatible with the CIPP.
4. The flow channel in the manhole, not covered with liner, shall be finished with non-shrink epoxy mortar compatible with the resin of the liner to provide a smooth interior up to the crown of the sewer.
5. The thickness of the non-shrink epoxy mortar shall be equal to the thickness of the lining. This portion of the work shall be considered incidental.
6. Any defects found by the MWRDGC Engineer which will affect, in the warranty period, the integrity, flow characteristics or the strength of the lining shall be repaired at the Contractor's expense, in a manner approved by the MWRDGC Engineer.

BB. Inspection:

1. For each inversion length, the Contractor shall take two (2) samples of the cured-in-place pipe lining at locations acceptable to the MWRDGC Engineer.
2. One (1) sample shall be given to the MWRDGC Engineer.
3. The other sample shall be tested for thickness and short term flexural and tensile properties in accordance with the ASTM F1216 by the Contractor.
4. Contractor shall submit the test results to the MWRDGC Engineer for review and approval.

3.7 SEALING LINING AT MANHOLES

- A. Contractor shall apply a seal between the liner and the host sewer at the manholes.
- B. The seal shall be of a resin mixture compatible with the lining material.

3.8 LATERAL CONNECTIONS

- A. After the pipe lining has been cured in place and inspected, the Contractor shall reconnect the existing active lateral connections.
- B. Reconnection shall be done without excavation, and in the case of non-man entry pipes, from the interior of the pipeline by means of a television camera and a cutting device that re-establishes connections to not less than 90 percent capacity.

3.9 CONTINUOUS WORK

- A. All work shall be arranged as to keep at least one-half of the street and driveway open for use at all times and reduce the length of time that obstructions to traffic are in place to a minimum.

- B. To accomplish this, the Contractor shall start work only when, in the opinions of the MWRDGC Engineer, all necessary preparations have been made, and then shall prosecute the work continuously each day until the work is complete and traffic restored to full width of the street unless otherwise ordered by the MWRDGC Engineer.

3.10 WORKSHAFTS AND MANHOLES

- A. All excavation and backfill work shall be performed in accordance with Section 31 2316 – Trench Excavation, Backfill and Compaction and Section 03 3000 – Cast-in-Place Concrete.
- B. Shop drawings and calculations for construction of the workshafts and manholes shall be prepared and stamped by a Structural Engineer registered in the State of Illinois and submitted for the Engineers approval prior to start of construction.
- C. All excavation in earth for workshafts shall be adequately sheeted and braced as stated in Section 31 7200 – Ground Support Systems for Tunnels and Workshafts.
- D. Contractor shall accept conditions at the site of the work as found and shall assume the risk of any variation of the condition of site, which may occur subsequent to signing the Contract.
- E. Contractor shall assume the risk of encountering obstacles and the Contract price shall include the cost of removal of boulders, clay, rubbish, unforeseen obstacles, trees, roots, timber or masonry structures, also, removal and replacement or re-routing of existing utilities as required to perform the Work, whether or not these obstacles are shown on the Drawings.
- F. All excavated material shall be removed from the project area as soon as excavated and shall be disposed of by the Contractor in a lawful manner without additional expense to MWRDGC.
- G. Dispose of water pumped or drained from the work in a manner satisfactory to the MWRDGC without damaging to adjacent property or other work under construction.
- H. Re-constructing or adjusting manholes shall be done according to Articles 602, 603 of the IDOT Standard Specifications for Road and Bridge Construction, Current Edition.
- I. After the manhole has been constructed and the concrete has hardened to the satisfaction of the Engineer, the Contractor shall backfill the trench with FA-6 sand.
- J. Backfill shall be well compacted to the MWRDGC Engineer's satisfaction in accordance with a Article 550.07 of the IDOT Standard Specifications for Road and Bridge Construction, Current Edition.
- K. All concrete shall be class RA, or RAP and the concrete work shall be performed in accordance with Section 03 3000 – Cast-in-Place Concrete.

- L. Contractor shall be responsible for the design and construction of all formwork.
- M. Formwork shall conform to Section 03 1000 – Concrete Forming and Accessories.

3.11 TESTING

- A. After the lining rehabilitation work is completed, the Contractor shall provide MWRDGC with a DVD in triplicate or a flash drive showing both, the before and after conditions including the restored connections in accordance with Section 33 0131 – Television Inspection of Sanitary Sewers.
- B. No infiltration or ground water should be observed.
- C. All lateral entrances should be accounted for and be unobstructed.

3.12 CLEAN-UP

- A. Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by their operations to equal or better condition within 30 days in accordance with Section 32 0102 – Site Restoration.

3.13 PATENTS

- A. Contractor shall warrant and hold harmless MWRDGC and COOK COUNTY against all claims for patent infringement and any loss thereof.

MEASUREMENT AND BASIS OF PAYMENT

All work as described shall be measured for payment in place. Work not described above shall not be measured or paid for separately but will be included in the cost of the item for which it is needed. CIPP lining shall be measured in feet from center to center of manhole at the contract unit price per foot for CURED-IN-PLACE PIPE LINER for the diameter specified. Manhole connections, reconnection of existing services, and testing will be included in the contract unit price for CURED-IN-PLACE PIPE LINER of the diameter specified.

**SPECIAL PROVISION
FOR
SANITARY AND COMBINED SEWER**

Description:

This work shall consist of constructing sanitary or combined sewer at locations shown on the plans and as directed by the engineer. The work shall be done in accordance with Division III of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) details and standards shown on the plans except for as specified below.

Materials:

The materials to complete this work shall conform to the MWRDGC notes and details as shown on the plans.

Method of Measurement:

This work shall be measured for payment in place in feet, measured along the top of the new pipe. When the sanitary sewer enters a manhole, the measurement will end at the inside wall of the manhole. No payment for sanitary sewer will be made through a manhole where the manhole is paid for as a separate item.

Trench backfill will be measured in accordance with Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).

Basis of Payment:

This work will be paid for at the contract unit price per foot for COMBINED SEWER of the size and material specified.

Trench backfill will be paid for in accordance with Illinois Department of Transportation Standard Specifications for Road and Bridge Construction (Latest Edition).

**SPECIAL PROVISION
FOR
STORM SEWERS CLASS B (PVC SDR 26)**

Description:

This work shall be performed according to Section 550 of the Standard Specifications, except as herein modified.

This work shall consist of constructing storm sewers of the type and size specified at locations shown on the plans and as directed by the engineer.

Materials: Materials for this work shall be according to the following:

- Polyvinyl Chloride (PVC) Pipe SDR 26 meeting ASTM D-3034 for pipe specifications and ASTM D-3212 for joint specifications.

Method of Measurement:

This work will be measured in accordance with Article 550.09 of the Standard Specifications

Basis of Payment:

This work will be paid for at the contract unit price per foot for STORM SEWERS, CLASS B, TYPE 2 of the size and material specified in the Plans.

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}
Los Angeles Abrasion, ITP 96 ^{1/} , % Loss max.	40 ^{3/}	40 ^{4/}	40 ^{5/}	45
Minus No. 200 (75 µm) Sieve Material, ITP 11	1.0 ^{6/}	---	2.5 ^{7/}	---
Deleterious Materials ^{10/}				
Shale, % max.	1.0	2.0	4.0 ^{8/}	---
Clay Lumps, % max.	0.25	0.5	0.5 ^{8/}	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 ^{8/}	---
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 ^{8/}	---
Total Deleterious, % max.	5.0	6.0	10.0 ^{8/}	---
Oil-Stained Aggregate ^{10/} , % max	5.0	---	---	---

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 µm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

80360

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

- Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".
- Page 196 Article 406.07(a). After the footnotes in Table 1 - Minimum Roller Requirements for HMA add the following:

"EQUIPMENT DEFINITION"

- V_s - Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D - Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P - Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B - Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F - Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W- Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."
- Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. x 10⁻⁶" to "in. x 10⁻³".
- Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".

- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better."

- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change "'Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals'" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change "'Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs.".

80364

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Revised: April 1, 2016

Description. This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	Ndesign = 50	93.0 - 97.4% ^{1/}	91.0%
IL-9.5	Ndesign = 90	92.0 - 96.0%	90.0%
IL-9.5, IL-9.5L	Ndesign < 90	92.5 - 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 - 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} - 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0% ^b

80246

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)

Effective: November 1, 2011

Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

FRICITION AGGREGATE (D-1)

Effective: January 1, 2011

Revised: July 24, 2015

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed		
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete		
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}		
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}		
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}		
		<u>Other Combinations Allowed:</u>		
		<table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> </table>	<i>Up to...</i>	<i>With...</i>
<i>Up to...</i>	<i>With...</i>			
25% Limestone	Dolomite			

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>

Use	Mixture	Aggregates Allowed	
		50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

Description.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.

Materials shall be according to the following Articles of Section 1000 - Materials:

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

Note 4. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTSInstallation.

The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method Of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

CSXT SPECIAL PROVISIONS

AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefor
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 30 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 30 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

COUNTY OF COOK

CHICAGO, ILLINOIS

PROPOSAL

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

known as 156th Street

Route n/a Section 14-15632-01-FP

From Commercial Avenue To Halsted Street

LOCATION OF IMPROVEMENT

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

The improvement to 156th Street begins at Station 200+00, a point approximately beginning from the centerline of Commercial Avenue, and extends in an easterly direction to Station 219+53, a point approximately 100 feet west of the centerline of Halsted Street, for a distance of 1953 feet (0.37 mile).

The improvement is located within the City of Harvey, Illinois.

DESCRIPTION OF IMPROVEMENT

This is a Quality Control/Quality Assurance project.

It is the intent of this project to provide full depth P.C.C. pavement reconstruction to 2 -12 ft lanes with B-V.12 curb and gutter from Lathrop Avenue to the entrance driveway of LB Steel transitioning to 2-15 ft lanes with B-V.12 curb and gutter at Halsted Street. Other work includes, but is not limited to, pavement removal, concrete curb and gutter removal and replacement, storm sewer installation, tree removal, signing, traffic protection, detour routing, pavement marking, landscaping, and other necessary highway appurtenances along 156th Street – Lathrop Avenue to Halsted Street; and pipe lining of sewer main along 156th Street – Commercial Avenue to Lathrop Avenue with said road segments identified as the "PROJECT".

Insert
IDOT Certificate of Eligibility



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 0801

Capitol Cement Co., Inc.
6231-33 North Pulaski Road Chicago, IL 60646

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 \$115,268,000.00

001	EARTHWORK	\$6,625,000
002	PCC PAVING	\$12,000,000
005	HMA PAVING	\$875,000
012	DRAINAGE	\$4,150,000
017	CONCRETE CONSTRUCTION	\$3,575,000
031	PAVT. TEXTUR. & SURF. REM.	\$200,000
032	COLD MILL, PLAN. & ROTOMILL	\$800,000
034	DEMOLITION	\$175,000
08A	AGGREGATE BASES & SURF. (A)	\$2,775,000
09A	HIGHWAY STRUCTURES	\$2,025,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/1/2016 TO 6/30/2017 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 8/2/2016.

Tim Bell

Interim Engineer of Construction

Insert

IDOT Certificate of Availability



Illinois Department of Transportation

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

Affidavit of Availability
For the Letting of Sept 7, 2016
(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.


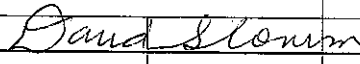
	1	2	3	4	PENDING	
Contract Number	41500	1555-14616	B-1-633	16-32	Wentworth+Devon	
Contract With	DWM	Cook County	CDOT	Evanston	2 CDOT jobs	
Estimated Completion Date	Dec 2016	Sept 2016	Nov 2016	OCT 2016	May-17	
Total Contract Price	\$1,558,786.75	\$9,487,711.07	\$31,813,921.45	\$1,385,153.89	\$7,076,587.45	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	\$1,288,786.75	\$2,700,000.00	\$2,300,000.00	\$470,000.00	\$7,076,587.45	\$13,835,374.20
Uncompleted Dollar Value if Firm is the Subcontractor						\$0.00
						\$13,835,374.20

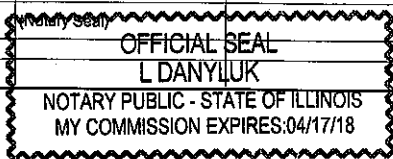
Part II. Awards Pending and Uncompleted Work to be done with your own forces.

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	\$60,000.00	\$200,000.00	\$30,000.00	\$10,000.00	\$700,000.00	\$1,000,000.00
Portland Cement Concrete Paving	\$150,000.00	\$600,000.00	\$100,000.00		\$820,000.00	\$1,670,000.00
HMA Plant Mix						\$0.00
HMA Paving						\$0.00
Clean & Seal Cracks/Joints						\$0.00
Aggregate Bases & Surfaces	\$40,000.00	\$100,000.00	\$20,000.00	\$0.00	\$300,000.00	\$460,000.00
Highway, R.R. and Waterway Structures						\$0.00
Drainage	\$700,000.00	\$100,000.00	\$20,000.00	\$0.00	\$900,000.00	\$1,720,000.00
Electrical						\$0.00
Cover and Seal Coats						\$0.00
Concrete Construction	\$100,000.00	\$80,000.00	\$100,000.00	\$0.00	\$700,000.00	\$980,000.00
Landscaping						\$0.00
Fencing						\$0.00
Guardrail						\$0.00
Painting						\$0.00
Signing						\$0.00
Cold Milling, Planning & Rotomilling		\$30,000.00	\$70,000.00		\$100,000.00	\$200,000.00
Demolition	\$30,000.00		\$50,000.00	\$10,000.00	\$200,000.00	\$290,000.00
Pavement Markings (Paint)		\$60,000.00		\$0.00	\$30,000.00	\$90,000.00
Other Construction (List)	\$58,786.75	\$30,000.00	\$110,000.00	\$50,000.00	\$276,587.45	\$525,374.20
						\$0.00
						\$0.00
Totals	\$1,138,786.75	1,200,000.00	\$500,000.00	\$70,000.00	\$4,026,587.45	\$6,935,374.20

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	PENDING
	41500	1455-14151	B-1-633	Evanston	Wentworth+Devon
Subcontractor	Metromex	H & H ELECTRIC	GLASS MGT	Metromex	
Type of Work	asphalt	ELECTRIC	GLAZING	asphalt	asphalt
Subcontract Price	100,000.00	350,000.00	3,200,000.00	150,000.00	400,000.00
Amount Uncompleted	100,000.00	280,000.00	700,000.00	0.00	400,000.00
Subcontractor	Diaz	CABO CONST	HECKER+GIM	Hecker	
Type of Work	Landscape	Sewer & Water Main	ELECTRIC	ELECTRIC	ELECTRIC
Subcontract Price	15,000.00	3,000,000.00	4,600,000.00	450,000.00	1,300,000.00
Amount Uncompleted	15,000.00	800,000.00	400,000.00	350,000.00	1,300,000.00
Subcontractor	Smith Maintenance	Metromex	BCBM	Smith Maintenance	
Type of Work	Traffic	Asphalt	CANOPY	Traffic	Traffic/signage
Subcontract Price	50,000.00	220,000.00	2,700,000.00	30,000.00	200,000.00
Amount Uncompleted	30,000.00	200,000.00	200,000.00	10,000.00	200,000.00
Subcontractor	Precision	MIDWEST FENC	METROMEX	Turf Care	
Type of Work	striping	GUARD RAIL	ASPHALT	Landscape	Landscape
Subcontract Price	5,000.00	230,000.00	2,000,000.00	50,000.00	250,000.00
Amount Uncompleted	5,000.00	160,000.00	300,000.00	40,000.00	250,000.00
Subcontractor		TSI	ROADSAFE		
Type of Work		TRAFICCONTRO	VARIOUS		Water main
Subcontract Price		200,000.00	700,000.00		550,000.00
Amount Uncompleted		60,000.00	100,000.00		550,000.00
Subcontractor			INTL MARBLE		
Type of Work			GRANITE		Fence
Subcontract Price			800,000.00		350,000.00
Amount Uncompleted			70,000.00		350,000.00
Subcontractor			WORK ZONE SAFETY		
Type of Work			TRAFFIC		
Subcontract Price			300,000.00		
Amount Uncompleted			30,000.00		
Total Uncompleted	150,000.00	1,500,000.00	1,800,000.00	400,000.00	3,050,000.00
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 6 th day of September, 2016					
		Type or Print Name	DAVID SLONIM	Vice President	
Notary Public		Officer or Director		Title	
My commission expires: 4/17/18		Signed			
		Company	Capitol Cement Company, Inc.		
		Address	6231 N. Pulaski Road Chicago IL 60646		



✓

CONTRACTOR'S
CERTIFICATION CONCERNING LABOR STANDARDS
AND
PREVAILING WAGE REQUIREMENTS

To Contractor:

Date: 11/03/2016
Project Number: DR-IN-R3-01
Project Name: 156th Street -
Commercial Ave to Halsted Street

1. The undersigned, having executed a contract with the County of Cook for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

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

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

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):
- Sole Proprietorship
 - Partnership
 - Corporation
 - Other Organization (Describe):

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Mike B. Farshchi</u>	<u>President</u>	<u>6231 N. Pulaaki Rd.</u> <u>Chicago, IL 60646</u>

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To Contractor:

Date: 11/3/2016
Project Number: DR-IN-R3-01
Project Name: 156th Street

1. The undersigned, having executed a contract with Capitol Cement Co., Inc.
Diaz Group, LLC for Landscape
156th Street in the amount of \$ 31,410 in the construction of the
above-identified project, certifies that:

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

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

3. The workman will report for duty on _____
(Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):
 Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Rafael Diaz	V.P.	3333 N Lehigh
Ruben Diaz Jr.	Sec.	29157 Pulaski Rd
Ruben Diaz	President	333 N Lehigh

11/03/2016
DATE

[Signature]
SUBCONTRACTOR SIGNATURE

David Slonim	Vice President	6231 N. Pulaski Road Chicago, IL 60646
Dan Melnyk	Vice President	6231 N. Pulaski Road Chicago, IL 60646

(d) The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

INTEREST	NAME	ADDRESS	NATURE	OF
----------	------	---------	--------	----

NONE

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest is (if none, so state):

CLASSIFICATION	NAME	ADDRESS	TRADE
----------------	------	---------	-------

NONE

DATE 11/03/2016

Capitol Cement Co., Inc.
CONTRACTOR

x David Slonim
SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To Contractor:

Date: 11/3/2016
Project Number: DR-IN-R3-01
Project Name: 156th Street

1. The undersigned, having executed a contract with Capitol Cement Co., Inc.
J. Jasso Trucking Co. for brickwork aggregate disposal
156th Street in the amount of \$ 17,600.00 in the construction of the
above-identified project, certifies that:

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

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

3. The workmen will report for duty on _____
(Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):
 Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe):

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Jose Jasso</u>	<u>President</u>	<u>5719 S. Harmon Ave Chicago, IL 60629</u>

11/3/16
DATE

Jose Jasso
SUBCONTRACTOR SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To Contractor:

Date: 11/3/2016
Project Number: DR-IN-R3-01
Project Name: 156th Street

1. The undersigned, having executed a contract with Capitol Cement Co., Inc. -
Cabo Construction Corp. (Contractor) for Site Utilities
156th Street (Nature of Work) in the amount of \$ 300,726.10 in the construction of the
above-identified project, certifies that:

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

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

3. The workmen will report for duty on _____ (Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):
 Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Frank Cabello</u>	<u>President</u>	<u>1270 S. Kostner Avenue</u>
		<u>Chicago, IL 60623</u>

11/04/16
DATE

[Signature]
SUBCONTRACTOR SIGNATURE



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
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

LUIS ARROYO, JR
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

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

October 6, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1685-15592
156th -157th Street Commercial Avenue to Halsted Street
Department of Transportation and Highway

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Capitol Cement Co., Inc.

Contract Value: \$1,227,683.00

Contract Goal: 35% DBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
J. Jasso Trucking Company.	DBE (9)	IDOT	1.4% (Direct)
Diaz Group, LLC	DBE (9)	IDOT	2.6% (Direct)
Cabo Construction Corp.	DBE (9)	IDOT	31% (Direct)
Total			35% (Direct)

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

cc: Lillian Lee, OCPO
Elaine McLaughlin, DOTH
Enclosures: Revised MBE/WBE forms

DBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all DBE firms included in this Plan are certified DBEs pursuant to the requirements of the federal regulations 49 CFR Part 26.

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

- Bidder/Proposer is a certified DBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified DBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified DBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. Direct Participation of DBE Firms Indirect Participation of DBE Firms

NOTE: 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.

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

DBE Firm: CABO CONSTRUCTION
Address: 1270 S. KOSTNER AVENUE CHICAGO, IL 60623
E-mail: frankcabello@caboconstructioncorp.com
Contact Person: FRANK CABELLO Phone: 773-521-2226
Dollar Amount Participation: \$ \$380,726.10
Percent Amount of Participation: 31.0 %
*Letter of Intent attached? Yes No
*Current Letter of Certification attached? Yes No

DBE Firm: J. JASSO TRUCKING
Address: 5719 S. HOMAN AVE CHICAGO, IL 60629
E-mail: jjassotrucking@yahoo.com
Contact Person: JOSE JASSO Phone: 773-434-3051
Dollar Amount Participation: \$ 17,600.00
Percent Amount of Participation: 1.4 %
*Letter of Intent attached? Yes No
*Current Letter of Certification attached? Yes No

Attach additional sheets as needed.

* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid

DBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all DBE firms included in this Plan are certified DBEs pursuant to the requirements of the federal regulations 49 CFR Part 26.

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

- Bidder/Proposer is a certified DBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified DBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at www.cookcountvil.gov/contractcompliance)
- Bidder/Proposer is not a certified DBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

II. Direct Participation of DBE Firms Indirect Participation of DBE Firms

NOTE: 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.

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

DBE Firm: DIAZ GROUP, LLC.

Address: 2143 W. 51ST PLACE CHICAGO, IL 60609

E-mail: ruben@diazgroupllc.com

Contact Person: RUBEN DIAZ Phone: 773-488-8644

Dollar Amount Participation: \$ 31,410.00

Percent Amount of Participation: 2.6 %

*Letter of Intent attached? Yes No
*Current Letter of Certification attached? Yes No

DBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes No
*Current Letter of Certification attached? Yes No

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid**



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Participation Statement

(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route: N/A Township: Thornton
Section: 14-15632-01-FP
Project: 156th Street
County: COOK
Letting Date: September 7, 2016

Total Bid: 4,227,683¹⁰
Contract DBE Goal: 35% (Percent) 1,479,736¹⁰ (Dollar Amount)

(4) Assurance

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

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

Disadvantaged Business Participation: 35% percent

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

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

Disadvantaged Business Participation: _____ percent

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

CAPITOL CEMENT CO., INC.
Company
By: Dana Brown
Title: Vice President
Date: 9/6/2016

The "in-lead" Low Bidder is required to comply with the Special Provision.
Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.
Cook County Department of Highways
Contract Documents
66 West Washington Street - Suite 2206
Chicago, IL 60602

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as defined under State and Federal law. Disclosure of this information is requested. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Form Management Center.

SBE 2026 (Rev. 03/10) 4/116



**COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Utilization Plan**

Subcontractor Registration Number _____

Letting 9/7/2016

Participation Statement

Item No. _____

(1) Instructions

Contract No. 1685-15592

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

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
	<i>Trucking Aggregates Disposal</i>			<i>17,600⁰⁰</i>
	Total			<i>17,600⁰⁰</i>

(3) Partial Payment Items

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

*Trucking Aggregates Disposal for various items
17,600⁰⁰*

(4) Commitment

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

David Slonim
Signature for Prime Contractor

Jose Jasso
Signature for DBE Firm

Title *Vice President*

Title *President*

Date *09/06/2016*

Date *9/2/16*

Contact Person *David Slonim*

Contact Person *Jose Jasso*

Phone *773 478-2200*

Phone *(773) 526-3366*

Firm Name *Capitol Cement Co, Inc.*

Firm Name *J. Jasso Trucking, Co.*

Address *6231 N Pulaski Rd*

Address *5719 S. Homan Ave*

City/State/Zip *Chicago IL 60646*

City/State/Zip *Chicago, IL 60629*

E _____

WC _____

The Cook County Highway Department requires disclosure of information necessary to establish eligibility and/or compliance with the state and federal DBE programs. Information is required to be provided to the Department in order for the contractor to be eligible for award. This form is not approved by the State Fair Employment Council.

E _____
WC _____

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 156 STREET / 1685-15592

From: J. JASSO TRUCKING (DBE Firm)

To: CAPITOL CEMENT CO., INC. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"); Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
VARIOUS	Trucking Aggregates Disposal		\$ 17,600 ⁰⁰	1 %
			\$	%
			\$	%
			Total: \$ 17,600 ⁰⁰	%

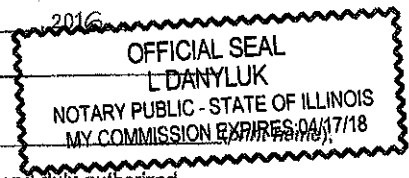
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I JOSE JASSO (print name) the PRESIDENT (title) and duly authorized representative of the J. JASSO TRUCKING (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 17,600.⁰⁰ which represents the above indicated total percentage 1 % for the contract amount \$ 1,227,683.¹⁰

[Signature] (Signature of affiant) 09 / 02 / 2016 (Date)

Subscribed and sworn to before me this 2ND day of SEPTEMBER, 2016

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



Upon penalty of perjury, DAVID SLONIM the VICE PRESIDENT (title) and duly authorized representative of CAPITOL CEMENT CO., INC. (Bidder/Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ _____, which represents the above indicated total percentage _____ % for the contract amount \$ _____.

[Signature] (Signature of affiant) 09 / 02 / 2016 (Date)

Subscribed and sworn to before me this 2ND day of SEPTEMBER, 2016

[Signature] (Notary's Signature) (Official Seal of Notary Public L. Danyluk, State of Illinois, My Commission Expires 04/17/18)



Illinois Department of Transportation

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

January 14, 2016

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Jose Jasso
J. Jasso Trucking Co.
5719 S. Homan Ave.
Chicago, IL 60629

Dear Mr. Jasso:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for J. Jasso Trucking Co. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

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

If you have any questions, please contact the Bureau of Small Business Enterprises at (217) 782-5490.

Sincerely,

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

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



COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Utilization Plan

Subcontractor Registration Number idot 10526 Letting 9/7/2016
 Participation Statement Item No. _____
 (1) Instructions Contract No. 1685-15592

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

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
	<i>sewer line Attached</i>			<i>380,726¹⁰</i>
Total				<i>380,726¹⁰</i>

(3) Partial Payment Items

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

(4) Commitment

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

David Slonim
Signature for Prime Contractor
 Title Vice Pres
 Date 9/6/16
 Contact Person David Slonim
 Phone 773 478 2200
 Firm Name Capitol Cement Co
 Address 6230 N Pulaski
 City/State/Zip Chicago IL 60646

Robert Bohac
Signature for DBE Firm
 Title vice president
 Date 9-07-2016
 Contact Person Robert Bohac
 Phone 773-521-2226
 Firm Name Cabo Construction Corp
 Address 1270 s Kostner
 City/State/Zip Chicago, IL 60623

E _____
 WC _____

The Cook County Highway Department requires disclosure of information that is necessary to explain the above or provide an outline under the same and where the disclosure of this information is REQUIRED. Failure to provide any information will result in the contract being awarded. This form has been approved by the State Form Management Center.

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 156th STREET / 1685-15592
From: Cabo Construction Corp (DBE Firm)
To: CAPITOL CEMENT CO., INC. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"). Each service performed and for item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost
	Sewer	}	\$ %
	See Attached		\$ 380,726.10 31 %
			\$ %
			Total: \$ 380,726.10 %

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Robert Bohac (print name) the vice president (title) and duly authorized representative of the Cabo Construction Corp (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 380,726.10 which represents the above indicated total percentage 31 % for the contract amount \$ 1,227,683.10

[Signature] (Signature of affiant) 09 / 06 / 2016 (Date)

Subscribed and sworn to before me this 6th day of SEPTEMBER, 2016

[Signature] (Notary's Signature) [Seal] (Notary Seal) OFFICIAL SEAL L DANYLUK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 04/17/18 (print name) the VICE PRESIDENT (title) and duly authorized representative of CAPITOL CEMENT CO., INC. (Bidder/Proposer firm), affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ _____, which represents the above indicated total percentage _____ % for the contract amount \$ _____

[Signature] (Signature of affiant) 09 / 06 / 2016 (Date)

Subscribed and sworn to before me this 6th day of SEPTEMBER, 2016

[Signature] (Notary's Signature) [Seal] (Notary Seal) OFFICIAL SEAL L DANYLUK NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES: 04/17/18

Unified Certification Program - Search

Contractor Details

[Browse F.A.Q. Sheet \(/UCP/Search/Help\)](#)

[Print](#)

Cabo Construction Corporation

Francisco S. Cabello
1270 S. Kostner Ave.
Chicago, IL 60623

County: Cook

Email: frankcabello@caboconstructioncorp.com

Phone: 773-521-2226

Fax: 773-521-2228

Categories: Construction, Trucking

NAICS

237110 - WATER AND
SEWER LINE AND RELATED
STRUCTURES
CONSTRUCTION
237310 - HIGHWAY STREET
AND BRIDGE
CONSTRUCTION
484220 - SPECIALIZED
FREIGHT (EXCEPT USED
GOODS) TRUCKING LOCAL

Speciality

237110 - GENERAL
CONTRACTOR, SEWER
AND WATER
237310 - CONCRETE
484220 - DUMP TRUCK
HAULING



CABO CONSTRUCTION CORP - MBE/DBE/SBA 8(a)

1270 S. KOSTNER AVE

CHICAGO, IL 60623

Contact: BOB BOHAC

Phone: 773-521-2226

Fax: 773-521-2228

Quote To: BIDDING CONTRACTORS

Job Name: COOK COUNTY-156TH ST UTILITIES

Date of Bid:

Phone:

Fax:

IF YOU HAVE ANY QUESTIONS PLEASE DON'T HESITATE TO CALL ME AT THE CELL NUMBER ABOVE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
20800150	TRENCH BACKFILL	1,909.00	CY	22.00	41,998.00
550A0340	STORM SEWER, CL A, T 2 12"	260.00	LF	95.00	24,700.00
550A0360	STORM SEWER, CL A, T 2 15"	147.00	LF	86.00	12,642.00
55100700	STORM SEWER REMOVAL 15"	678.00	LF	18.65	12,644.70
55100900	STORM SEWER REMOVAL 18"	345.00	LF	21.00	7,245.00
55101200	STORM SEWER REMOVAL 24"	77.00	LF	26.70	2,055.90
60200805	CATCH BASIN, T-A, 4' DIA, T-8 GRATE	9.00	EA	2,180.00	19,620.00
60201330	CATCH BASIN, T-A, 4' DIA, T-23 FR AND GRATE	5.00	EA	3,300.00	16,500.00
60221000	MANHOLE, T-A, 5' DIA, T-1 FR AND OL	1.00	EA	6,025.00	6,025.00
60221100	MANHOLE, T-A, 5' DIA, T-1 FR AND CL	7.00	EA	6,248.00	43,736.00
60223800	MANHOLE, T-A, 6' DIA, T-1 FR AND CL	1.00	EA	9,880.00	9,880.00
60250200	CATCH BASIN TO BE ADJUSTED	1.00	EA	447.00	447.00
60255500	MANHOLE TO BE ADJUSTED	1.00	EA	447.00	447.00
60500040	REMOVING MANHOLE	5.00	EA	342.00	1,710.00
60500050	REMOVING CATCH BASIN	1.00	EA	432.00	432.00
X0327319	COMBINED SEWER, CL A, T-2, 24"	1,097.00	LF	159.00	174,423.00
X1200046	STORM SEWER, CL B, T-2, 8"	87.00	LF	71.50	6,220.50
GRAND TOTAL					\$380,726.10

NOTES:

THIS PROPOSAL ASSUMES ALL CCDD SPOIL EXPORT.

CABO COULD NOT GAIN ACCESS TO EXISTING SEWERS TO DETERMINE FLOW. BYPASS OPERATIONS BEYOND 4" PUMP CAPACITY ARE NOT INCLUDED FOR DAY TIME OPERATIONS..

BYPASS PUMPING AROUND THE CLOCK IS NOT INCLUDED. WE ASSUME TEMP FLUMES ARE ACCEPTABLE DURING OFF HOURS.



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

Subcontractor Registration Number 14026

Letting 9/7/2016

Participation Statement

Item No. _____

(1) Instructions

Contract No. 1685-15592

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

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
	LANDSCAPE - SEE AFFECTED			31,410 ⁰⁰
Total				31,410 ⁰⁰

(3) Partial Payment Items

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

(4) Commitment

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

David Slonim
Signature for Prime Contractor

Julien Diaz
Signature for DBE Firm

Title VICE PRESIDENT
 Date 9/6/16
 Contact Person DAVID SLONIM
 Phone 773-478-2200
 Firm Name CAPITOL CEMENT CO., INC
 Address 6231 N. PULASKI RD
 City/State/Zip CHICAGO, IL 60646

Title V.P.
 Date 08-30-16
 Contact Person Julien
 Phone 773-725-8644
 Firm Name Diaz Group LLC
 Address 2145 W 51ST ST
 City/State/Zip Chicago, IL 60609

E _____
WC _____

The Cook County Highway Department is requesting disclosure of information that is necessary to substantiate the accuracy of the information provided on this form. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Farm Management Center.

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 156th STREET / 1685-15592

From: Diaz Group LLC (DBE Firm)

To: CAPITOL CEMENT CO., INC. (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"); Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
	<u>See Attached</u>		<u>\$ 31,410⁰⁰</u>	<u>4</u> %
			\$	%
			\$	%
			<u>Total: \$ 31,410⁰⁰</u>	%

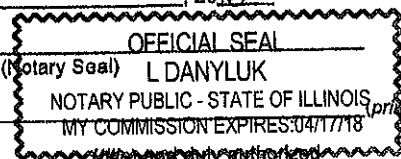
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Ruben Diaz (print name) the V.P. (title) and duly authorized representative of the Diaz Group LLC (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 31,410⁰⁰ which represents the above indicated total percentage 4 % for the contract amount \$ 1,227,683.10.

Ruben Diaz (Signature of affiant) 09 / 06 / 2016 (Date)

Subscribed and sworn to before me this 6th day of SEPTEMBER, 2016

[Signature]
(Notary's Signature)



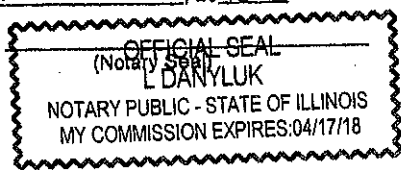
Upon penalty of perjury, DAVID SLONIM (print name), the VICE PRESIDENT (title) and duly authorized representative of CAPITOL CEMENT CO., INC. (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ _____, which represents the above indicated total percentage _____ % for the contract amount \$ _____.

David Slonim (Signature of affiant) 09 / 06 / 2016 (Date)

Subscribed and sworn to before me this 6th day of SEPTEMBER, 2016

[Signature]
(Notary's Signature)



Capitol Cement
 6231 N Pulaski Rd,
 Chicago, IL 60646

Project

DIAZ GROUP

Item	Description	Qty	U/M	Rate	Total
	156th street Reconstruction				
Top Soil (M).sq	Top soil sq yd 4"	2,900	Sq yd	6.00	17,400.00
Seed (M).	seeding Class 2A	0.7		2,000.00	1,400.00
Fertilizer (M)	Nitrogen	34	lb	10.00	340.00
Fertilizer (M)	Phosphorus	34	lb	10.00	340.00
Fertilizer (M)	Potassium	34	lb	10.00	340.00
Straw Blanket (...)	Erosion Control Blanket	2,900		3.50	10,150.00
supplemental wa...	Supplemental watering	32	unit	45.00	1,440.00
				Total	\$31,410.00

Signature _____

Phone #	Fax #	E-mail
773-388-8644	708-575-4132	jennifer.t@diazgroupllc.com



Illinois Department of Transportation

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

December 17, 2015

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Ruben Diaz, Sr.
Diaz Group LLC
2957 N. Pulaski
Chicago, IL 60641

To Whom It May Concern:

Diaz Group LLC's No Change Affidavit is presently under review. Until such time as a decision is rendered, the firm remains certified as a Disadvantaged Business Enterprise with the Illinois Unified Certification Program.

Should you have any questions, feel free to contact my office at (217) 782-5490.

Sincerely,

A handwritten signature in cursive script that reads "Debra A. Clark".

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

PETITION FOR WAIVER OF DBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL DBE WAIVER
- FULL DBE WAIVER
- REDUCTION (PARTIAL DBE PARTICIPATION)
 _____% of Reduction for DBE Participation
 _____% of Reduction for DBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. All supporting documentations shall be submitted with bid/proposal/quotation.**

- 1) Lack of sufficient qualified DBE capable of providing the goods or services required by the contract (**please explain**)
- 2) The specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize DBE in accordance with the applicable participation (**please explain**)
- 3) Price quoted by potential DBE are above competitive levels and increase cost of doing business and would make acceptance of such DBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such DBE bid (**please explain**)
- 4) There are other relevant factors making it impossible or economically infeasible to utilize and/or DBE firms (**please explain**)

C. GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. All supporting documentation shall be submitted with bid/proposal/quotation.

- 1) Made timely written solicitation to identified DBE for utilization of goods and/or services; and provided DBE with a timely opportunity to review and obtain relevant specifications, terms and conditions of the bid to enable DBE to prepare an informed response to solicitation (please attach)
- 2) Followed up initial solicitation of DBE to determine if firms are interested in doing business (please attach)
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for DBE for supply of goods and services (please attach)
- 4) Use the services and assistance of the Contract Administrator (please explain)
- 5) Engaged DBE for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with DBE participation.

DBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

CHECKED BY BIDDER IF COMPLETED

- _____ Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

- _____ Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- _____ Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- _____ a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

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

- _____ Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- _____ Made efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

- _____ Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

- _____ Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

**Good Faith Efforts Contacts Log for Soliciting
DBE Subcontractor or Supplier Participation
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on the DBE Utilization Plan.)

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15592	Date: SEPTEMBER 6, 2016
Total Bid or Proposal Amount:	Contract Title: 156TH STREET
Contractor: CAPITOL CEMENT CO., INC.	Subcontractor/Supplier/ Subconsultant to be added or substitute: J Jasso Trucking Co.
Authorized Contact for Contractor: DAVID SLONIM	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Jose Jasso
Email Address (Contractor): david@capitolcementco.com	Email Address (Subcontractor): j.jassotrucking@yahoo.com
Company Address (Contractor): 6231 N. PULASKI ROAD	Company Address (Subcontractor): 5719 S. Homan Avenue
City, State and Zip (Contractor): CHICAGO, IL 60646	City, State and Zip (Subcontractor): Chicago, IL 60629
Telephone and Fax (Contractor) 773-478-2200 773-478-4646	Telephone and Fax (Subcontractor) (773) 434 - 3051
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
<i>Trucking Aggregates Proposal</i>	<i>17,600⁰⁰</i>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CAPITOL CEMENT CO., INC.
DAVID SLONIM

Name
VICE PRESIDENT

Title
David Slonim

Prime Contractor Signature

Date 9/06/2016

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15592	Date: SEPTEMBER 6, 2016
Total Bid or Proposal Amount:	Contract Title: 156TH STREET
Contractor: CAPITOL CEMENT CO., INC.	Subcontractor/Supplier/ Subconsultant to be added or substitute: Diaz Group LLC
Authorized Contact for Contractor: DAVID SLONIM	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Ruben Diaz
Email Address (Contractor): david@capitolcementco.com	Email Address (Subcontractor): jennifer.t@diazgroupllc.com
Company Address (Contractor): 6231 N. PULASKI ROAD	Company Address (Subcontractor): 2957 N. Pulaski Road
City, State and Zip (Contractor): CHICAGO, IL 60646	City, State and Zip (Subcontractor): Chicago, IL 60641
Telephone and Fax (Contractor) 773-478-2200 773-478-4646	Telephone and Fax (Subcontractor) (773) 388 - 8644 / (773) 725 - 8645
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Landscape	31,410 ⁰⁶

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CAPITOL CEMENT CO., INC.
DAVID SLONIM

Name
VICE PRESIDENT

Title
David Slonim

Prime Contractor Signature

Date 9/06/2016

**Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form**

OCPO ONLY:
<input type="radio"/> Disqualification
<input type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1685-15592	Date: SEPTEMBER 6, 2016
Total Bid or Proposal Amount:	Contract Title: 156TH STREET
Contractor: CAPITOL CEMENT CO., INC.	Subcontractor/Supplier/ Subconsultant to be CABO CONSTRUCTION CORP. added or substitute:
Authorized Contact for Contractor: DAVID SLONIM	Authorized Contact for Subcontractor/Supplier/ Subconsultant: FRANCISCO CABELLO
Email Address david@capitolcementco.com (Contractor):	Email Address frankcabello@caboconstructioncorp.com (Subcontractor):
Company Address 6231 N. PULASKI ROAD (Contractor):	Company Address 1270 S. KOSTNER AVE. (Subcontractor):
City, State and Zip (Contractor): CHICAGO, IL 60646	City, State and Zip (Subcontractor): CHICAGO, IL 60623
Telephone and Fax 773-478-2200 (Contractor) 773-478-4646	Telephone and Fax 773-521-2226; 773-521-2228 (Subcontractor)
Estimated Start and Completion Dates (Contractor)	Estimated Start and Completion Dates (Subcontractor)

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
SEWER	380,726 ¹⁰

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor CAPITOL CEMENT CO., INC.
DAVID SLONIM

Name
VICE PRESIDENT

Title
David Slonim

Prime Contractor Signature

Date 9/06/2016

CONTRACT NO. 1685-15592

OFFICE OF THE COOK COUNTY COMPTROLLER
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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**AFFIDAVIT
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

INSTRUCTIONS

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

DEFINITIONS

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, _____, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

**VETERAN'S PREFERENCE FOR VBE AND SDVBE
INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

_____ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

_____ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

Bidder (please print or type)

Title

Signature

Date

E-mail address

Phone Number

Subscribed to and sworn before me
this ____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

NO.

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

SECTION 1
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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. 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, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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 who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement. Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

EDS-1

8/2015

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant 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 34-171.*

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 APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
NONE	

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: X No: _____

b) If yes, list business addresses within Cook County:
 CAPITOL CEMENT COMPANY, INC.
 6231 NORTH PULASKI ROAD
 CHICAGO, IL 60646

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 13-03-216-028-0000 013-03-216-025-0000
13-03-216-027-0000 013-03-216-033-0000
13-03-216-026-0000.

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) _____ The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant 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 Applicant 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.

"Person" "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. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name MIKE B. FARSHCHI

D/B/A: CAPITOL CEMENT COMPANY, INC. FEIN NO.: 36-0869820

Street Address: 6231 NORTH PULASKI ROAD

City: CHICAGO State: ILLINOIS Zip Code: 60646

Phone No.: 773-478-2200 Fax Number: 773-478-4646 Email: mike@capitolcementco.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

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.

"Person" "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. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name DAVID SLONIM

D/B/A: CAPITOL CEMENT COMPANY, INC.

FEIN NO.: 36-0869820

Street Address: 6231 NORTH PULASKI ROAD

City: CHICAGO

State: ILLINOIS

Zip Code: 60646

Phone No.: 773-478-2200

Fax Number: 773-478-4646

Email: david@capitolcementco.com

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

CONTRACT NO.
1685-15592

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person 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
MIKE B. FARSHCHI	6231 NORTH PULASKI ROAD CHICAGO, IL 60646	75%
DAVID SLONIM	6231 NORTH PULASKI ROAD CHICAGO, IL 60646	25%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
MIKE B. FARSHCHI	6231 N. PULASKI RD. CHICAGO, IL 60646	PRESIDENT	N/A
DAN MELNYK	6231 N. PULASKI RD. CHICAGO, IL 60646	VICE PRESIDENT	N/A
DAVID SLONIM	6231 N. PULASKI RD. CHICAGO, IL 60646	VICE PRESIDENT	N/A

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

MIKE B. FARSHCHI
Name of Authorized Applicant/Holder Representative (please print or type)
[Signature]
Signature
mike@capitolcementco.com
E-mail address

PRESIDENT
Title
9/6/2016
Date
773-478-2200
Phone Number

Subscribed to and sworn before me
this 6th day of Sept., 2016.

My commission expires: 4/17/2018

X [Signature]
Notary Public Signature





COOK COUNTY BOARD OF ETHICS
 69 W. WASHINGTON STREET, SUITE 3040
 CHICAGO, ILLINOIS 60602
 312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: CAPITOL CEMENT COMPANY, INC.

Address of Person Doing Business with the County: 6231 NORTH PULASKI ROAD CHICAGO, IL 60646

Phone number of Person Doing Business with the County: 773-478-2200

Email address of Person Doing Business with the County: david@capitolcementco.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

DAVID SLONIM VICE PRESIDENT 773-478-2200

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

1685-15592

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,227,683.10

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

LILLIAN LEE CONTRACT NEGOTIATOR OFFICE OF CHIEF PROCUREMENT OFFICE

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

HOLLY CICHY CHIEF ENGINEER DEPARTMENT OF HIGHWAYS & TRANSPORTATION

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CONTRACT NO.
1685-15592

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

David Slonim
Signature of Recipient

9/6/2016
Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1685-15592

County Using Agency (requesting Procurement): DEPARTMENT OF HIGHWAYS

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CAPITOL CEMENT COMPANY, INC.

Substantial Owner Complete Name: MIKE B. FARSHCHI

FEIN# 36-0869820

Date of Birth: _____

E-mail address: mike@capitolcementco.com

Street Address: 6231 N. PULASKI ROAD

City: CHICAGO

State: ILLINOIS Zip: 6064

Home Phone: (773) 908 - 5565

Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Handwritten Signature] Date: 9/6/2016

Name of Person signing (Print): MIKE B. FARSHCHI Title: PRESIDENT

Subscribed and sworn to before me this 6th day of SEPTEMBER, 2016

X [Handwritten Signature]
Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, *including Substantial Owners*, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: 1685-15592

County Using Agency (requesting Procurement): DEPARTMENT OF HIGHWAYS

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): CAPITOL CEMENT COMPANY, INC.

Substantial Owner Complete Name: DAVID SLONIM

FEIN# 36-0869820

Date of Birth: _____

E-mail address: david@capitolcementco.com

Street Address: 6111 NORTH BERNARD

City: CHICAGO

State: ILLINOIS Zip: 60659

Home Phone: (773) 908 - 5564

Driver's License No: _____

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

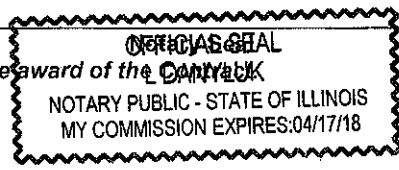
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: David Slonim Date: 9/6/2016

Name of Person signing (Print): DAVID SLONIM Title: VICE PRESIDENT

Subscribed and sworn to before me this 6th day of SEPTEMBER, 2016

X [Signature]
Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract

SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

CAPITOL CEMENT COMPANY, INC.

MIKE B. FARSHCHI

Corporation's Name

President's Printed Name and Signature

773-478-2200

mike@capitolcementco.com

Telephone

Email

SEPTEMBER 6, 2016

Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

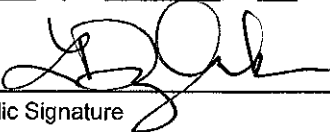
Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

6th day of SEPT., 2016.



Notary Public Signature

My commission expires: 4/17/2018

OFFICIAL SEAL
I DANYLUK

Notary Seal
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/17/18

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "Subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt Contracts/Subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the _____ hereinafter referred to as Buyer:

A. REPORTS: Within thirty (30) days after Buyer's award to Seller of any Contract/Subcontract and prior to each March 31 thereafter during the performance of work under said Subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.

B. PRIOR REPORTS: Seller, if it has participated in previous Contract or Subcontract subject to the Equal Opportunity Clause (41 C.F.R.) Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed Subcontractors, prior to awarding Subcontracts not exempt from the Equal Opportunity Clause.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

C. CERTIFICATION OF NONSEGREGATED FACILITIES: (Cont'd.)

Contractor further agrees that (except where it has obtained identical certifications from proposed Subcontractors for specific time periods) it will obtain identical certifications from proposed Subcontractors prior to the award of Subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS FOR NONSEGREGATED FACILITIES.

A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a Subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM:

Prior to one hundred twenty (120) days after receipt of any Subcontract in the amount of \$50,000 or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.C. Sec. 60-1.40. Seller will also require its lower-tier Subcontractors who have fifty (50) or more employees and receive a Subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.

E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this 6th day of September, 2016 by:

Firm Name: CAPITOL CEMENT CO., INC.

CHICAGO, IL 60646

By:

David Slonim

Title:

DAVID SLONIM / VICE PRESIDENT

Seller

NOTE: CONTRACTOR MUST COMPLETE THIS FORM!!

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: Travelers Casualty and Surety Company of America
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount
of the bid/contract: 168
(NUMBER)

to: Capitol Cement Company, Inc.
(BIDDER)

The penalty of this bond is to be \$ 100% of Total Contract Amount
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY Travelers Casualty and Surety Company of America
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE



SEAL

Kimberly Bragg
(ATTORNEY-IN-FACT) Kimberly Bragg

03609 31194
AMB # **NAIC**

ACKNOWLEDGEMENT OF SURETY

**STATE OF ILLINOIS
COUNTY OF COOK**

On this 19th day of September, 2016 before me personally came Susan K. Landreth to me known, who being by so duly sworn, did depose and say: that she is

Attorney-In-Fact of Travelers Casualty and Surety Company of America

the Corporation described in and which executed the foregoing instrument; that she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that she signed her name thereto by like authority.

Sarah E. Green
NOTARY PUBLIC, Sarah E. Green

My Commission Expires:
February 17, 2020





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106579417

Principal: Capitol Cement Company, Inc.

OR

Project Description: 156th Street Reconstruction - Commercial
Avenue to Halsted Street

Obligee: Cook County Department of Transportation and Highways

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan K. Landreth of the City of Chicago, State of IL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

[Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 19th day of September, 2016



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.



**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 Capitol Cement Company, Inc.

whose address is 6231 North Pulaski Road, Chicago, IL hereinafter called the CONTRACTOR, and The Private Bank, 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 120 S. LaSalle Street Chicago, IL, phone number (312) 564-1239 hereinafter called the FINANCIAL INSTITUTION. Contact person being John O'Connell

WITNESSETH:

WHEREAS the COUNTY has awarded to the CONTRACTOR Cook County Contract Number **1685-15592, 156th Street – Commercial Avenue to Halsted Street** Section Number **14-15632-01-FP** providing for the construction of a COUNTY highway improvement for a total price of \$ 1,227,683.10 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

Capitol Cement Company, Inc.
Company Name

By: [Signature]
Printed Name: Mike B. Farschi
Title: President

ATTEST: [Signature]
Printed Name: Mike B. Farschi
Title: Secretary

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: [Signature]
Printed Name: John M. O'Connell
Title: Managing Director

ATTEST: _____
Printed Name: _____
Title: _____

**COOK COUNTY
DEPARTMENT OF TRANSPORTATION AND
HIGHWAYS**

By: [Signature]
Superintendent

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men by These Presents, That we, Capitol Cement Company, Inc.

as principle, and Travelers Casualty and Surety Company of America

_____ as surety, are held and firmly bound unto the County of Cook in the penal sum of One Million Two Hundred Twenty Seven Thousand Six Hundred Eighty Three and 10/100 - Dollars (\$ 1,227,683.10), lawful money of the United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed, sealed, and delivered this 19th day of September A.D. 20 16

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 156th Street - Commercial Avenue to Halsted Street Route n/a, Section 14-15632-01-FP in Thornton Township; Cook County Contract No. 1685-15592

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.

Capitol Cement Company, Inc.

By [Signature] PRINCIPAL/CONTRACTOR
[Signature] PRESIDENT

[Signature] SECRETARY
[Signature] SEAL

Travelers Casualty and Surety Company of America

SURETY SEAL
By [Signature]
SURETY/ATTORNEY-IN-FACT Susan K. Landreth
(ATTACH POWER OF ATTORNEY)
Approved as to form:
By [Signature]
ASSISTANT STATES ATTORNEY
PW5.18
003609 31194
AMB# NAIC#

ACKNOWLEDGEMENT OF SURETY

**STATE OF ILLINOIS
COUNTY OF COOK**

On this 19th day of September, 2016 before me personally came Susan K. Landreth to me known, who being by so duly sworn, did depose and say: that she is

Attorney-In-Fact of Travelers Casualty and Surety Company of America

the Corporation described in and which executed the foregoing instrument; that she knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him/her in accordance with the By-Laws of the said Corporation, and that she signed her name thereto by like authority.

Sarah E. Green
NOTARY PUBLIC, Sarah E. Green

My Commission Expires:

February 17, 2020





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. 106579417

Principal: Capitol Cement Company, Inc.

OR

Project Description: 156th Street Reconstruction - Commercial Avenue to Halsted Street

Obligee: Cook County Department of Transportation and Highways

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Susan K. Landreth of the City of Chicago, State of IL, their true and lawful Attorney-In-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 19th day of September, 2016



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CONTRACT
(SECTION 10)**

This AGREEMENT made and entered into this by and between the County of Cook, party of the first part and hereinafter called County, and Capitol Cement 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 #1685-15592, **156th Street – Commercial Avenue to Halsted Street**. In the Township of **Thornton** County of Cook, and State of Illinois, said section known or to be known as Section: **14-15632-01-FP** Route n/a 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 specified and to complete the proposed improvement in full compliance with the contract on or before **November 17, 2017**. The contract period is **December 2, 2016** through **November 17, 2020**.

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.

**CONTRACT
EXHIBIT A
SCHEDULING**

It is understood that time is of the essence to the contract. The following project milestones will apply to this contract. Failure to meet milestone dates listed below will result in liquidated damages being applied in accordance with Article 108.09 of the Standard Specifications. An extension of time for each requirement may be granted in accordance with Section 108.08 of the Standard Specifications.

Milestone 1

Requirement: **Submittal of Paperwork** including Progress Schedule, Request of Approval of Subcontractors and Request for Approval of Suppliers.

Due Date: **2 WEEKS FROM NOTICE TO PROCEED**

Milestone 2

Requirement: **Substantial Completion of Project and Pre-Final Inspection**

Due Date: **November 17, 2017**

Milestone 3

Requirement: **Completion of All Punch List Work, Final Inspection and Acceptance.**

Restrictions: Completion of all punch list work, final inspection and acceptance within 30 Calendar days from the Pre-Final inspection.

Due Date: **December 17, 2017**

Milestone 4

Requirement: **Return the Final Construction Report (Form 69)** with any changes indicated initialed and dated on the report and include any and all pertinent information to substantiate any changes.

Restrictions: Return the Final Construction Report (Form 69) within 21 days of receipt.

Due Date: **June 18, 2018**

Milestone 5

Requirement: **Submittal of All Required Closeout Paperwork** including but not limited to Contractor's Affidavit (BC 141), Affidavit of Subcontractors or Material Supplier (BC 151) for all subcontractors and suppliers utilized for this contract, D//M/WBE Payment Agreement (SBE 2115) for all minority subcontractors and all required missing documentation as indicated in the Final Construction Report (Form 69).

Restrictions: Submittal of All Required Closeout Paperwork within 6 months of Return of the Final Construction Report (Form 69) Milestone.

Due Date: **December 18, 2018**

Project: 156TH STREET

Contractor:

Capitol Cement Co., Inc.

COMMERCIAL AVENUE TO HALSTED STREET

SCHEDULE OF PRICES

Section No.:

14-15632-01-FP

ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	20200100	3,200	CU YD	EARTH EXCAVATION	\$ 40.00	\$ 128,000.00
2	20201200	200	CU YD	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	\$ 40.00	\$ 8,000.00
3	20800150	1,909	CU YD	TRENCH BACKFILL	\$ 22.00	\$ 41,998.00
4	21101615	2,900	SQ YD	TOPSOIL FURNISH AND PLACE, 4 "	\$ 6.00	\$ 17,400.00
5	25000210	0.7	ACRE	SEEDING, CLASS 2A	\$ 2,000.00	\$ 1,400.00
6	25000400	34	POUND	NITROGEN FERTILIZER NUTRIENT	\$ 10.00	\$ 340.00
7	25000500	34	POUND	PHOSPHORUS FERTILIZER NUTRIENT	\$ 10.00	\$ 340.00
8	25000600	34	POUND	POTASSIUM FERTILIZER NUTRIENT	\$ 10.00	\$ 340.00
9	25100630	2,900	SQ YD	EROSION CONTROL BLANKET	\$ 3.50	\$ 10,150.00
10	25200200	32	UNIT	SUPPLEMENTAL WATERING	\$ 45.00	\$ 1,440.00
11	28000400	1,025	FOOT	PERIMETER EROSION BARRIER	\$ 4.00	\$ 4,100.00
12	28000510	24	EACH	INLET FILTERS	\$ 150.00	\$ 3,600.00
13	30300001	200	CU YD	AGGREGATE SUBGRADE IMPROVEMENT	\$ 10.00	\$ 2,000.00
14	35101600	93	SQ YD	AGGREGATE BASE COURSE, TYPE B 4 "	\$ 4.00	\$ 372.00
15	35501316	34	SQ YD	HOT-MIX ASPHALT BASE COURSE, 8 "	\$ 125.00	\$ 4,250.00
16	40600290	17	POUND	BITUMINOUS MATERIALS (TACK COAT)	\$ 10.00	\$ 170.00
17	40603085	5	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	\$ 350.00	\$ 1,750.00
18	40603340	4	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D" N70	\$ 350.00	\$ 1,400.00
19	42000500	4,050	SQ YD	PORTLAND CEMENT CONCRETE PAVEMENT 10 "	\$ 68.00	\$ 275,400.00
20	42001300	4,050	SQ YD	PROTECTIVE COAT	\$ 0.50	\$ 2,025.00
21	42400200	750	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	\$ 7.00	\$ 5,250.00
22	42400800	40	SQ FT	DETECTABLE WARNINGS	\$ 50.00	\$ 2,000.00
23	44000500	125	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$ 5.00	\$ 625.00
24	44000600	310	SQ FT	SIDEWALK REMOVAL	\$ 2.00	\$ 620.00
25	550A0340	260	FOOT	STORM SEWERS, CLASS A, TYPE 2 12 "	\$ 95.00	\$ 24,700.00
26	550A0360	147	FOOT	STORM SEWERS, CLASS A, TYPE 2 15 "	\$ 86.00	\$ 12,642.00
27	55100700	678	FOOT	STORM SEWER REMOVAL 15 "	\$ 18.65	\$ 12,644.70

28	55100900	345	FOOT	STORM SEWER REMOVAL 18 "	\$	21.00	\$	7,245.00
29	55101200	77	FOOT	STORM SEWER REMOVAL 24 "	\$	26.70	\$	2,055.90
30	60200805	9	EACH	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 8 GRATE	\$	2,180.00	\$	19,620.00
31	60201330	5	EACH	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 23 FRAME AND GRATE	\$	3,300.00	\$	16,500.00
32	60221000	1	EACH	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	\$	6,025.00	\$	6,025.00
33	60221100	7	EACH	MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, CLOSED LID	\$	6,248.00	\$	43,736.00
34	60223800	1	EACH	MANHOLES, TYPE A, 6'-DIAMETER, TYPE 1 FRAME, CLOSED LID	\$	9,880.00	\$	9,880.00
35	60250200	1	EACH	CATCH BASINS TO BE ADJUSTED	\$	447.00	\$	447.00
36	60255500	1	EACH	MANHOLES TO BE ADJUSTED	\$	447.00	\$	447.00
37	60500040	5	EACH	REMOVING MANHOLES	\$	342.00	\$	1,710.00
38	60500050	1	EACH	REMOVING CATCH BASINS	\$	432.00	\$	432.00
39	66900205	100	CU YD	SPECIAL WASTE DISPOSAL	\$	99.00	\$	9,900.00
40	67100100	1	LSUM	MOBILIZATION	\$	108,250.00	\$	108,250.00
41	72000100	65	SQ FT	SIGN PANEL - TYPE 1	\$	25.00	\$	1,625.00
42	72400100	2	EACH	REMOVE SIGN PANEL ASSEMBLY - TYPE A	\$	50.00	\$	100.00
43	72800100	110	FOOT	TELESCOPING STEEL SIGN SUPPORT	\$	15.00	\$	1,650.00
44	73100100	8	EACH	BASE FOR TELESCOPING STEEL SIGN SUPPORT	\$	75.00	\$	600.00
45	78009000	190	SQ FT	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	\$	13.50	\$	2,565.00
46	78009024	120	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 24 "	\$	21.40	\$	2,568.00
47	Z0030850	55	SQ FT	TEMPORARY INFORMATION SIGNING	\$	17.00	\$	935.00
48	Z0048665	1	LSUM	RAILROAD PROTECTIVE LIABILITY INSURANCE	\$	15,000.00	\$	15,000.00
49	X0326662	294	FOOT	CURED-IN-PLACE PIPE LINER, 24 "	\$	120.00	\$	35,280.00
50		359	FOOT	CURED-IN-PLACE PIPE LINER, 27 "	\$	118.00	\$	42,362.00
51	X0327319	1097	FOOT	COMBINED SEWERS, CLASS A, TYPE 2, 24 "	\$	159.00	\$	174,423.00
52	X1200046	87	FOOT	STORM SEWERS, CLASS B, TYPE 2, 8 "	\$	71.50	\$	6,220.50
53	420CC007	2640	FOOT	COMBINATION CURB AND GUTTER, TYPE B-V.12	\$	23.00	\$	60,720.00
54	CCDOTH	1	LSUM	TRAFFIC PROTECTION	\$	2,500.00	\$	2,500.00
55	CCDOTH	4800	SQ YD	AGGREGATE SUBGRADE, 12 IN	\$	9.00	\$	43,200.00
56	CCDOTH	1	LSUM	CRUSHED STONE (TEMPORARY USE)	\$	2,000.00	\$	2,000.00
57	CCDOTH	120	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	\$	4.00	\$	480.00

U/0

58	CCDOTH	1	LSUM	TRAFFIC CONTROL DEVICES - DETOUR ROUTING	\$	8,250.00	\$	8,250.00	
59	CCDOTH	1	LSUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	\$	20,000.00	\$	20,000.00	
60	CCDOTH	6	CAL MO	ENGINEER'S FIELD OFFICE, TYPE A	\$	3,000.00	\$	18,000.00	
							TOTAL	\$	1,227,683.10

County of Cook
Department of Transportation and Highways

Proposal Bid Bond

Project 156th Street Reconstruction
Section 14-15632-01-FP
Date September 7, 2016
Letting _____

We Capitol Cement Company, Inc.
as Principal, and Travelers Casualty and Surety Company of America

_____ as Surety, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the County acting through its awarding agency for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the County for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish the required insurance coverage, all as provided in the Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 7th day of September A.D. 2016.

PRINCIPAL

Capitol Cement Company, Inc.
(Company Name) _____ (Seal)

(Company Name) _____ (Seal)

BY: [Signature]
(Signature & Title) PRESIDENT

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

Travelers Casualty and Surety Company of America
(Name of Surety) _____ (Seal)

BY: [Signature]
(Signature of Attorney-in-fact)
Kimberly Bragg Attorney



STATE OF Illinois
COUNTY OF Cook

I, Susan K. Landreth, a Notary Public in and for Cook County, do hereby certify that _____
Kimberly Bragg

(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 7th day of September A.D., 2016. My commission expires May 18, 2019

[Signature]
Notary Public Susan K. Landreth

*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.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

OR

Principal: Capitol Cement Company, Inc.

Project Description: 156th Street Reconstruction

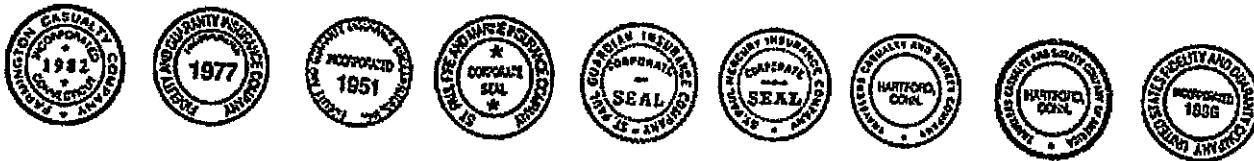
Obligee: Cook County Department of Transportation and Highways

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Kimberly Bragg of the City of Chicago, State of IL, their true and lawful Attorney-in-Fact, to sign, execute, seal and acknowledge the surety bond(s) referenced above.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Signature of Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 24th day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021.



Signature of Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 7th day of September, 2016



Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BID DEPOSIT FORM

**AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND INCONJUNCTION
WITH THE BID HEREWITH SUBMITTED**

(THIS FORM MUST BE SUBMITTED WITH THE BID)

TO: COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

BID FOR: 156th Street - Commercial Ave. To Halsted St.
Section No. 14-15632-01-FP

BID OPENING DATE: Sept 7, 2016

We deposit (subject to all condition of said proposal) the following described deposit check:

() Cashier's Check () Bank Draft (X) Bid Bond () Other

Drawn on: _____ of _____
Bank City State

Draft or Check Number: _____ Date: _____

Amount: \$ _____

Submitted by: Capitol Cement company, Inc
Bidder
6231 N. Pulaski Rd
Street Address
Chicago ILL 60646
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 _____

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

John E. A.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 21 DAY OF November, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1685-15592

OR

ITEM(S), SECTION(S), PART(S):

TOTAL AMOUNT OF CONTRACT: \$ 1,227,683.10
(DOLLARS AND CENTS)

FUND CHARGEABLE:

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

NOV 16 2016

APPROVED AS TO FORM:

Samuel A. Sherman
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

11/8/16

Date