



**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: December 10, 2014

**151ST STREET
VINCENNES AVENUE TO SECOND AVENUE - VILLAGE OF PHOENIX**
Section Number: 13-23932-01-RP
Route: 239 Township: THORNTON
IDOT Job No. C-91-343-14
CDBG No. 1311-076

COOK COUNTY PROCUREMENT CONTRACT NO.:1455-14151

NOTICE TO PROSPECTIVE BIDDERS

Submit 1 Original and 1 Copy 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.cookcountyiil.gov> (user name: highwaypublic; password: ftpt3st!)

**Pre-Bid Meeting: Tuesday, November 18, 2014
11:30 a.m.**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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

MAR 11 2015

All questions are due on **Friday, November 21, 2014** no later than 3:00pm Chicago time

Send all questions via e-mails to: danuta.rusin@cookcountyiil.gov

Bid Submitted by:



Bid Bond is included



A Cashier's Check or a Certified Check is Included

Name CAPITOL CEMENT CO., INC. Phone No. 773-478-2200

Address 6231 N. PULASKI RD

City CHICAGO State IL Zip Code 60646

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COUNTY OF COOK

**CHICAGO, ILLINOIS
NOTICE**

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

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

until **10:00 a.m. Wednesday, December 10, 2014** and then publicly opened and read aloud

Improvement 151st Street Township: THORNTON

From: VINCENNES ROAD To: SECOND AVENUE

Route 239 Section: 13-23932-01-RP

Cook County Purchasing Contract No.: 1455-14151

LOCATION OF IMPROVEMENT

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

The proposed improvement to 151st Street begins at Station 0+97.67, a point on the centerline of 151st Street approximately 24.05 feet east of the centerline of Vincennes Road, and continues in an easterly direction to Station 13+25, a point on the centerline of 151st Street approximately 56.34 east of the centerline of 2nd Avenue, for a total distance of 1227.33 feet (0.232 miles).

DESCRIPTION OF IMPROVEMENT

The project will consist of reconstructing the existing asphalt pavement to a 10" jointed concrete pavement with curb and gutter. The existing PVC water main between Halsted Street and 2nd Avenue is to be relocated to the north parkway and replaced with a Ductile Iron Pipe water main. The project will also include improvement of the intersection of 151st Street and Vincennes Avenue, drainage additions and adjustments, striping, traffic protections and other related road works.

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS SPECIAL PROVISION CHECK LIST

EFFECTIVE Sept. 2, 2014 v.2014.7

151st Street – Village of Phoenix
Vincennes Avenue to 2nd Avenue
Section: 13-23932-01-RP

			<u>Origin and Date Last Revised</u>
X	1	Definition of Terms, Information for Bidders	(CC) July 15, 2014
	1a	MBE WBE Definition of Terms, Information for Bidders	(CC) July 15, 2014
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)	(FWH) Apr. 2009
X	4b	Prevailing Wages for Cook County	Current Month
	5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2011
	6	Responsible Bidder Requirement (Non-Federal Aid)	(IL-CC) Dec. 28, 2011
X	7	Required Contract Provisions (Federal Aid Only)	(IL-CC) Nov 5, 2013
X	7a	FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts	(FHWA) May 1, 2012
X	8a	* Required Disadvantaged Business Participation (DBE)	(IL-CC) July 15, 2013
	8b	*MBE/WBE Business Participation	(CC) May 5, 2014
	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 15, 2013
X	10	Insurance Requirements	(CC) May 27, 2014
X	10a	Township Insurance Requirements (naming Additional Insured)	(CC) November 6, 2014
	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
	15	ARRA Provisions	(IL) Current
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
	18-22	Not Used	
X	23	Contract Claims	(IL-CC) Jan. 15, 2013
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
X	25	Mobilization	(CC) Oct. 20, 2009
X	26	Contract Extra Work	(CC) Dec. 24, 2012
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Jan. 15, 2013
X	28	Processing of Extra Work Payment Requests	(CC) Dec. 24, 2012

		<u>Origin and Date</u> <u>Last Revised</u>
<u>No.</u>	<u>Description</u>	
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
X 32	Construction Debris	(CC) July 1, 2006
X 33	*Clean Construction and Demolition Debris	(CC) Jan. 15, 2013
34-44	Not Used	
X 45	Portland Cement Concrete Pavement	(CC) July 1, 2012
X 46	Managing Concrete Waste	(CC) Jan. 1, 2009
47	Class B Patches, Special	(CC) Jan. 1, 2008
48	Class C Patches, Special	(CC) Jan. 1, 2008
49	Pavement Removal and Replacement (10Inch)	(CC) Jan. 1, 2008
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
X 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	
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

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
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
83-116	Not Used	
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
131	Not Used	
132	Deck Slab Repair	(IL) Current
133	Bridge Deck Latex Concrete Overlay	(IL) Current
134	Surface Finish	(IL-CC) Jan. 1, 2007
135-136	Not Used	
137	Welded Wire Fabric, Epoxy Coated	(CC) Nov. 21, 2007
138	Permanent Steel Sheet Piling	(IL) Current
139	Temporary Sheet Piling	(IL) Current
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007
141	Jack and Remove Existing Bearings	(IL) Current
142	Jacking Existing Superstructure	(IL) Current
143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Current
146	Polymer Modified Portland Cement Mortar	(IL) Current
147	Concrete Wearing Surface for Use With Deck Beams	(IL) Current

		Origin and Date Last Revised
No.	Description	
148	Sheet Waterproofing Membrane System	(CC) Nov. 19, 1999
149	Chain Link Fence (Modified)	(CC) Jan. 1, 2004
150-155	Not Used	
156	Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago	(CC) Oct. 20, 2009
157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
158	Frames, City Electric in the City of Chicago	(CC) July 1, 2012
159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
162	Storm Sewer Installation in the City of Chicago	(CC) Dec. 1, 2009
163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
166	Storm Sewers, Abandon and Fill	(CC) Jan. 15, 2013
167	Storm Sewer to be Televised	(CC) July 1, 2012
168	Connecting Existing Field Drain Tile	(CC) July 1, 2012
169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
172	Not Used	
173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
174	Not Used	
X	175 Lids and Frames and Lids	(CC) Jan. 15, 2013
	176 Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
	177 Headwall Inlet and Grate	(CC) July 1, 2012
	178 Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
	179 Bracing and Sheeting	(CC) Dec. 1, 2007
X	180 Pavement Replacement	(CC) July 1, 2011
	181 Duck Bill Elastomeric Check Valve	(CC) July 1, 2012
	182 Catch Basin Oil and Debris Hoods	(CC) Jan. 15, 2013
	183 Frames and Lids to be Adjusted, Special (Pavement Recycling)	(CC) Jan. 1, 2013
184	Not Used	
X	185 * Cooperation With Utilities	(CC) Feb. 10, 2012
	186 Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
	187 Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
	188 Filling Existing Valve Vaults	(CC) Dec. 21, 2009

	<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
X	189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
X	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) July 1, 2012
	193	Sanitary Manholes	(CC) Dec. 21, 2009
	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012
	195-199	Not Used	
X	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
	201	Not Used	
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	
	211	Seeding	(CC) Sept. 1, 2002
X	212	Sodding	(CC) Jan. 15, 2013
	213	Trees To Be Planted	(CC) Jan. 1, 2013
	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
	215	Planting Woody Plants	(CC) Jan. 1, 1997
	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
	218-226	Not Used	
	227	Work Zone Traffic Control Surveillance	(IL) Current
X	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
	229	Modified Urethane Pavement Marking (BDE)	(IL) Current
X	230	Sign Identification Decal	(CC) Jan. 15, 2013
X	231	Traffic Protection	(CC) July 1, 2012
	232-235	Not Used	
X	236	Project Signs Plaque	(CC) Jan. 15, 2013
	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012
	239-240	Not Used	
	241	Traffic Signal Work General	(ILD1CC) Jan. 15, 2013
	242	Construction at Railroad Crossing	(CC) June 1, 2012
	243	Signal Head, Optically Programmed Signal Head and Pedestrian Signal Head	(CC) June 1, 2012

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
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
257	Not used	
258	Electric Cable	(ILD1CC) June 1, 2012
259	Railroad Interconnect Cable	(ILD1CC) June 1, 2012
260	Fiber Optic Cable	(ILD1CC) June 1, 2012
261	System Ground and Grounding Cable	(ILD1CC) June 1, 2012
262	Grounding Existing Handhole Frame and Cover	(ILD1) Current
263	Service Installation, Pole Mounted	(ILD1CC) June 1, 2012
264	Service Installation, Ground Mounted	(ILD1CC) June 1, 2012
265	* Electric Service	(CC) Jan. 15, 2013
266	Handhole	(ILD1CC) June 1, 2012
267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) June 1, 2012
268	Concrete Foundation	(ILD1CC) June 1, 2012
269	Modify Existing Type "D" Foundation	(CC) June 1, 2012
270	Remove Existing Traffic Signal Equipment	(ILD1CC) June 1, 2012
271	Temporary Traffic Signal Installation	(ILD1CC) Jan. 15, 2013
272	Maintenance of Existing Traffic Signal Installation	(ILD1CC) June 1, 2012
273	Emergency Vehicle Priority System	(ILD1CC) June 1, 2012
274	Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) June 1, 2012
275	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) June 1, 2012
276	Confirmation Beacon System	(CC) June 1, 2012
277	Re-Optimize Traffic Signal System	(ILD1CC) Jan. 15, 2013
278	Optimize Traffic Signal System	(ILD1CC) Jan. 15, 2013
279	Median Removal and Replacement	(CC) June 1, 2012

<u>No.</u>	<u>Description</u>	<u>Origin and Date Last Revised</u>
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
292	Not Used	
293	Uninterruptible Power Supply Without Cabinet	(CC) June 1, 2012
294	Modifying Existing Controller Cabinet	(ILD1CC) June 1, 2012
295-300	Not Used	

Additional Inserted Special Provisions (As Required)

- 7b Section 3 Clause - 24CFR, PART 135.20 and Grant Agreement
- 33a Removal and Disposal of Regulated Substances
- 185a Status of Utilities to be Adjusted
- 400 Water Main Removal
- 401 Storm Sewer (Ductile Iron Pipe) 6 Inch
- 402 Check Sheet for Recurring Special Provisions
- 403 QC of Concrete Mixtures at the Plant
- 404 District 1 Special Provision Check List
- 405 Adjustments and Reconstructions
- 406 Heat of Hydration Control for Concrete Structures
- 407 Reclaimed Water

Additional Document Inclusions (Required)

*0 01	Cover Sheet	(CC) Oct. 8, 2013
*0 02	Notice Sheet	(CC) Jan. 15, 2013
*C	Proposal Sheet	(CC) Jan. 1, 2008
*E(DBE)	Economic Disclosure Statement Instructions, *DBE Documents, Contractor Certifications, Economic and Other Disclosures, FHWA Title 23 United States Code, Section 313 – Buy America, *Contractor's Certificate Concerning Labor Standards, *Sub-Contractor's Certificate Concerning Labor Standards, Execution Pages	(CC) Dec. 26, 2013
*E(MWBE)	MBE/WBE Economic Disclosure Statement Instructions for Completion of Economic Disclosure Statement, IDOT Certificate of Eligibility, IDOT Affidavit of Availability, MBE/WBE Forms, Contractor Current Certifications, Required Disclosures, Ethics Disclosure Forms, Labor Standards & Prevailing Wage Requirements and Execution Pages	(CC) Dec. 26, 2013
F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
*G1	Trust Agreement	(CC) Jan. 15, 2013
*H	Performance and Payment of Bond Form	(CC) June 9, 2011
*I	Contract	(CC) Jan. 15, 2013
*J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
*K	Proposal Bid Bond	(CC) Jan. 15, 2013
*L	Bid Deposit Form	(CC) Jan. 15, 2013

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

Origin of Special Provisions

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

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

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.cookcountyiil.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

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 from new bids, if in the judgment of the Awarding Authority, the best interests of the Awarding Authority will be promoted thereby.

Awarding of Contract

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

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

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

Requirement of Contract Bond

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

Failure to Execute Contract

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

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

**SPECIAL PROVISION
FOR
PRE-BID MEETING**

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

Date: Tuesday, November 18, 2014

Time: 11:30 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

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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: IL140009 10/03/2014 IL9

Superseded General Decision Number: IL20130009

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).

Modification Number	Publication Date
0	01/03/2014
1	01/24/2014
2	02/07/2014
3	06/06/2014
4	06/13/2014
5	06/20/2014
6	07/04/2014
7	07/11/2014
8	07/18/2014
9	08/01/2014
10	09/05/2014
11	10/03/2014

ASBE0017-001 06/01/2014

	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 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 39.78	20.80

BRIL0021-004 06/01/2010

	Rates	Fringes
Marble Mason.....	\$ 39.03	19.90

BRIL0021-006 06/01/2012

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.37	20.51
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2009

	Rates	Fringes
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MARBLE FINISHER.....\$ 29.10 19.90

BRIL0021-012 06/01/2009

Rates Fringes

Pointer, cleaner and caulker.....\$ 39.20 18.51

CARP0555-001 06/01/2014

Rates Fringes

CARPENTER

Carpenter, Lather,
Millwright, Piledriver,
and Soft Floor Layer.....\$ 43.35 27.67

CARP0555-002 10/01/2012

Rates Fringes

CARPENTER (Excluding
structures with elevators and
structures over 3 1/2 stories)...\$ 32.12 25.47

* ELEC0009-003 06/02/2014

Rates Fringes

Line Construction

Groundman.....\$ 35.96 21.79

Lineman and Equipment
Operator.....\$ 46.10 27.94

ELEC0134-001 06/04/2012

Rates Fringes

ELECTRICIAN.....\$ 42.00 26.75

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 06/04/2012

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 37.50 20.25

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 01/01/2014

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.90	26.785+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 6 months to 5 years of service.

* ENGI0150-006 06/01/2014

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.10	32.05
GROUP 2.....	\$ 45.80	32.05
GROUP 3.....	\$ 43.25	32.05
GROUP 4.....	\$ 41.50	32.05

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 06/01/2014

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.30	32.05
GROUP 2.....	\$ 44.75	32.05
GROUP 3.....	\$ 42.70	32.05
GROUP 4.....	\$ 41.30	32.05
GROUP 5.....	\$ 40.10	32.05

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 7S series to and including 27 cu

ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; 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 06/01/2013

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 42.32	33.74
Structural and Reinforcing..	\$ 42.07	33.74

IRON0063-001 06/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 42.90	30.11

IRON0063-002 06/01/2014

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.84	24.82

IRON0136-001 07/01/2012

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 35.87	28.67
Master Riggers.....	\$ 38.37	28.67

LABO0002-006 06/01/2014

	Rates	Fringes
LABORER (BUILDING &		

RESIDENTIAL)

GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.00	24.40
GROUP 3.....	\$ 28.075	24.40
GROUP 4.....	\$ 38.10	24.40
GROUP 5.....	\$ 38.15	24.40
GROUP 6.....	\$ 38.20	24.40
GROUP 7.....	\$ 38.22	24.40
GROUP 8.....	\$ 38.32	24.40
GROUP 9.....	\$ 38.35	24.40
GROUP 10.....	\$ 38.45	24.40
GROUP 11.....	\$ 38.27	24.40
GROUP 12.....	\$ 39.00	24.40

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 (Gunitite); 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 06/01/2014

Rates Fringes

LABORER (HEAVY & HIGHWAY)

GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.27	24.40
GROUP 3.....	\$ 38.15	24.40
GROUP 4.....	\$ 38.27	24.40
GROUP 5.....	\$ 39.00	24.40

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: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunitite

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 06/01/2014

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 39.00	24.40
16 - 20 POUNDS.....	\$ 40.50	24.40
21 - 26 POUNDS.....	\$ 41.00	24.40
27 - 33 POUNDS.....	\$ 42.00	24.40
34 - AND OVER.....	\$ 43.00	24.40
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 38.00	24.40
GROUP 2.....	\$ 38.12	24.40
GROUP 3.....	\$ 38.22	24.40
GROUP 4.....	\$ 38.35	24.40
GROUP 5.....	\$ 39.00	24.40

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; 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 06/01/2011

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

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 06/01/2013

	Rates	Fringes
PAINTER (including taper).....	\$ 40.75	22.64

PAIN0027-001 06/01/2014

	Rates	Fringes
GLAZIER.....	\$ 40.50	30.82

PLAS0005-002 07/01/2014

	Rates	Fringes
PLASTERER.....	\$ 42.25	24.24

PLAS0502-001 06/01/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 43.10	26.39

PLUM0130-001 06/03/2013

	Rates	Fringes
PLUMBER.....	\$ 46.05	23.47

PLUM0597-002 06/01/2014

	Rates	Fringes
PIPEFITTER.....	\$ 46.00	26.84

ROOF0011-001 05/31/2014

	Rates	Fringes
ROOFER.....	\$ 39.70	18.87

SFIL0281-001 06/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.15	20.15

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 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 33.85	16.85
4 Axles.....	\$ 34.10	16.85
5 Axles.....	\$ 34.30	16.85
6 Axles.....	\$ 34.50	16.85

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 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

Rates Fringes

TRUCK DRIVER

2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 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) (i) (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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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
REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- i) General
- ii) Nondiscrimination
- iii) Nonsegregated Facilities
- iv) Payment of Predetermined Minimum Wage
- v) Statements and Payrolls
- vi) Record of Materials, Supplies, and Labor
- vii) Subletting or Assigning the Contract
- viii) Safety: Accident Prevention
- ix) False Statements Concerning Highway Projects
- x) Implementation of Clean Air Act and Federal Water Pollution Control Act
- xi) Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- xii) Certification Regarding Use of Contract Funds for Lobbying

I. GENERAL

- 1) These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 2) Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
- 3) A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
- 4) A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

- 5) Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
- 6) Selection of Labor. During the performance of this contract, the contractor shall not:
 - a) discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b) employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- 1) Equal Employment Opportunity. Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a) The contractor will work with the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b) The contractor will accept as his operating policy the following statement:

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

- 2) EEO Officer. The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
- 3) Dissemination of Policy. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c) All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d) Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e) The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- 4) Recruitment. When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a) The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b) In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

- c) The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
- 5) Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a) The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b) The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c) The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d) The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
- 6) Training and Promotion:
- a) The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
 - b) Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - c) The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
 - d) The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
- 7) Unions. If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and

female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a) The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
 - d) In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8) Selection of Subcontractors, Procurement of Materials and Leasing of Equipment. The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b) Disadvantaged business enterprises (DBE), as defined in 49 CFR 23 shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c) The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9) Records and Reports. The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a) The records kept by the contractor shall document the following:
- (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b) The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a) By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b) As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, 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, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c) The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1) General:

- a) All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c) All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2) Classification:

- a) The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

- b) The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
 - c) If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d) In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
 - e) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.
- 3) Payment of Fringe Benefits:
- a) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
 - b) If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the

applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4) Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a) Apprentices:

- (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
- (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b) Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c) Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5) Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6) Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7) Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8) Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9) Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1) Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2) Payrolls and Payroll Records:

- a) Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b) The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b) (2) (B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c) Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
 - f) The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
 - g) The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

- 1) On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a) Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b) Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c) Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

- 2) At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 1) The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a) "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b) "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2) The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3) The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
- 4) No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

- 1) In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

- 2) It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
- 3) Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1) That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- 2) That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- 3) That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, and EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- 4) That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

- 1) Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition

to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

- d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j) Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a) By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d) The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in

this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

II. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1) The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL AID PROPOSAL NOTICE

NOTICE TO PROSPECTIVE FEDERAL-AID CONSTRUCTION CONTRACTORS

I. CERTIFICATION OF NONSEGREGATED FACILITIES

- a) A Certification of Nonsegregated Facilities, as required by the May 9, 1967, Order of the Secretary of Labor (32 F. R. 7439, May 19, 1967) on Elimination of Segregated Facilities (is included in the proposal and must be submitted prior to the award of a Federal-aid highway construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.)
- b) Bidders are cautioned as follows: By signing this bid, the bidder will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this proposal. This certification provides that the bidder does not maintain or provide for his employee facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are

segregated by directive or on a de facto basis. The certification also provides that the bidder will not maintain such segregated facilities.

- c) Bidders receiving Federal-aid highway construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, will be required to provide for the forwarding of the following notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

"NOTICE TO PROSPECTIVE SUBCONTRACTORS AND MATERIAL SUPPLIERS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

- a) A Certification of Nonsegregated Facilities as required by the May 9, 1967, Order of the Secretary of Labor (32 F. R. 7439, May 19, 1967) on Elimination of Segregated Facilities, which is included in the proposal, or attached hereto, must be submitted by each subcontractor and material supplier prior to the award of the subcontract or consummation of material supply agreement if such subcontract or agreement exceeds \$10,000 and is not exempt from the provisions of the Equal Opportunity clause.
- b) Sub contractors and material suppliers are cautioned as follows: by signing the subcontract or entering into a material supply agreement, the subcontractor or material supplier will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in the subcontract or material supply agreement. This certification provides that the subcontractor or material supplier does not maintain or provide for his employees facilities which are segregated on the basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that the subcontractor or material supplier will not maintain such segregated facilities.
- c) Subcontractors and material suppliers receiving subcontract awards or material supply agreements exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for construction contracts and material suppliers where the subcontracts or material supply agreements exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause."

II. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

- a) By signing this bid, the bidder will be deemed to have stipulated as follows:
 - 1) That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-404), (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500, Executive Order 11738, and regulations in implementation thereof (40 C.F.R., Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 C.F.A. 15.20.
 - 2) That the State highway department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a

facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

State of Illinois
Department of Transportation

**SPECIAL PROVISION
FOR
ADDITIONAL STATE REQUIREMENTS
FOR FEDERAL-AID CONSTRUCTION CONTRACTS**

Effective: February 1, 1969

Revised: January 1, 2014

The following provisions are State of Illinois requirements and are in addition to the Federal requirements contained in FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts".

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future Contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

STATEMENTS AND PAYROLLS

The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form

SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

SUBLETTING OR ASSIGNING THE CONTRACT

The requirements of Section VI of FHWA-1273 are hereby made applicable to Secondary Road Plan Projects."

State of Illinois
Department of Transportation

SPECIAL PROVISION FOR SUBLETTING OF CONTRACTS (FEDERAL AID CONTRACTS)

Effective: January 1, 1988

Revised: May 1, 1993

This Special Provision supersedes paragraph VII of Form FHWA 1273, Required Contract Provisions Federal-aid Construction Contracts.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his/her right, title or interest therein, without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with the Contractor's own organization, work amounting to not less than 50 percent of the total contract cost, except any items designated in the contract as "specialty items" may be performed by subcontract and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization. Materials purchased or produced by the Contractor must be incorporated into the project by the Contractor's own organization if their cost is to be applied to the 50 percent requirement.

No subcontracts, or transfer of contract, shall in any case release the Contractor of his/her liability under the contract and bonds. All transactions of the Engineer will be with the Contractor. The Contractor shall have a representative on the job at all times when either contract or subcontract work is being performed.

All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Federal and State Equal Employment Opportunity provisions and Labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit Department or Federal representatives to examine the subcontract agreements upon notice.

State of Illinois
Department of Transportation

**SPECIAL PROVISION
FOR
EEO**

Effective: July 21, 1978

Revised: November 18, 1980

The requirements of the following provisions written for federally-assisted construction contracts, including all goals and timetables and affirmative action steps, shall also apply to all State-funded construction contracts awarded by the Illinois Department of Transportation.

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

- 1) The offeror's or bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- 2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding federal and federally-assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or nonfederally related construction contract or subcontract.

Area Covered (Statewide)
Goals for Women apply nationwide.

GOAL	Goal (percent)
Female Utilization	6.9

APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all contractors holding federal or federally-assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to the Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally-assisted or nonfederally related construction contract or subcontract.

<u>Economic Area</u>	<u>Goal (percent)</u>
083	Chicago, IL

SMSA Counties:	
1600 Chicago, IL -	19.6 IL - Cook, DuPage, Kane
Lake, McHenry, Will	

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally-assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with Executive Order 11246 and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the provisions and specifications set forth in its federally assisted contracts, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246 and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- 3) The Illinois Department of Transportation will provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten working days of award of any construction contract and/or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. This notification will list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
- 4) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the entire State of Illinois for the goal set forth in APPENDIX A and the county or counties in which the work is located for the goals set forth in APPENDIX B.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

- 1) As used in these specifications:
 - a) "Covered area" means the geographical area described in the solicitation from which this contract resulted:
 - b) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

- c) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d) "Minority" includes:
 - i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- 2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- 3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individual or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan.

Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- 4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal Procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply however the Contractor's is and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
 - 9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specified minority group of women is underutilized).
 - 10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
 - 11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
 - 12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
 - 13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
 - 14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice,

trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

- 15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., "those under the Public Works Employment Act of 1977 and applicable requirements of Section 1091."

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

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

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 DOT-assisted contracts. 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

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

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (VH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**SECTION 3 CLAUSE
24 CFR. PART 136.20 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. 1701u. 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 this 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 in conspicuous places 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 a 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 the 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 subgrantees 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 Sections 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 (1-1/2) times the basic rate of pay for all hours worked 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.

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 **34%** 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 is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Cook County Department of Transportation and 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, then a revised Request for Approval of Subcontractor shall be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

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

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 312-786-0212
 312-786-9079 (FAX)
ccarey@cosmochamber.com

Mr. Miguel Nogueras
 Executive Director
 Puerto Rican Chamber of Commerce
 2450 West Division
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 773-583-3118 (FAX)

ILLINOIS ROAD BUILDERS
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 630-773-1220
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 330 South Wells Street
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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
312-603-5502

SPECIAL PROVISION
FOR
INSURANCE REQUIREMENTS

Within fourteen (14) days of notification of award, the bidder shall, at its cost, procure and maintain insurance with coverage in amounts not less than (i) governing law, (ii) as specified herein, or (iii) as actually maintained by Contractor. 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.

Cook County, its officials and employees shall be listed as additional insured with respect to operations performed.

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

Cook County, its officials and employees shall be listed as additional insured with respect to operations performed.

If the policy is a 'claims made' form or if any coverage under this policy is written as 'claims made', coverage will be maintained for two (2) years after project completion.

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.

SPECIAL PROVISION
FOR
INSURANCE REQUIREMENTS
TOWNSHIP, VILLAGE, CITY

Within fourteen (14) days of notification of award, the bidder shall, at its cost, procure and maintain insurance with coverage in amounts not less than (i) governing law, (ii) as specified herein, or (iii) as actually maintained by Contractor. 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 and 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. Contractor's Pollution Liability

Contractor will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim and aggregate.

The policy will provide coverage for sums the Contractor becomes legally obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by a pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter.

Contractor waives and will require its contractor's pollution liability insurer to waive their rights of subrogation against Cook County and its agents for claims insured by the contractor's pollution liability insurance.

If the policy is a 'claims made' form or if any coverage under this policy is written as 'claims made', coverage will be maintained for four years after project completion.

E. **Umbrella/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 Workers Compensation, must name **Cook County, its officials and employees and City of Harvey, Village of Phoenix, and their 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.

Waiver of Subrogation Endorsements

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

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.



CERTIFICATE OF LIABILITY INSURANCE

CAPICEM-01

PATHAKAL

DATE (MM/DD/YYYY)

2/5/2016

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: certificates@willis.com

PHONE (A/C, No, Ext): (877) 945-7378

FAX (A/C, No): (888) 467-2378

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Old Republic General Insurance Corporation 24139

INSURER B: Great American Insurance Company 16681

INSURER C: Starr Indemnity & Liability Company 38318

INSURER D: Lexington Insurance Company 19437

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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/OCD	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	A5CG97361404	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	A5CA97361403	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea 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 DED <input checked="" type="checkbox"/> RETENTIONS: 10,000	X	X	TUU0684866	03/01/2014	03/01/2015	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	X	A5CW97361404	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment				MASHCH00004613	09/24/2013	03/01/2015	10,500,000
D	Contractor's Poll				CPO15908381	11/12/2013	03/01/2015	Per Incident/Agg: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE Voids AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED 02/05/2015

Re: 151st Street - Vincennes Avenue to Second Avenue

Cook County Contract No. 1455-14151

Section No. 13-23932-01-RP

IDOT Job No. C-31-343-14

CDBG No. 1311-076

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Cook County
c/o Dept. of Transportation and Highways
69 W. Washington Street, 24th Floor - Contract Documents
Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Willis of Illinois, Inc.		NAMED INSURED Capitol Cement Company, Inc.	
POLICY NUMBER SEE PAGE 1		6231 North Pulaski Road Chicago, IL 60646	
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 City of Harvey, Village of Phoenix, and their officials and employees are included as Additional Insureds as respects to General Liability, Auto Liability and Umbrella Liability.

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

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

The General Liability policy includes a Severability of Interest clause.

Coverage for XCU, Contractual Liability and Independent Contractors is provided under General Liability policy.

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

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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.

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	A5CG97361404	Endorsement No.	
Policy Period	3/1/2014 -3/1/2015	to	Endorsement Effective Date: 3/1/14
Producer's Name:			
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 THIRTY (30) 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 TEN (10) 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, INC.		
Policy Number	A-5CA-973614-03	Endorsement No.	000
Policy Period	03-01-14 to 03-01-15	Endorsement Effective Date:	03-01-14
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007005		

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.

Capitol Cement Company Policy # ASCW97361404

WC 99 03 58 (01/11)

Page 1 of 1

**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

Village of Phoenix

**SPECIAL PROVISION
FOR
JOINT VENTURES**

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

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

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

Copies of all required Joint Venture Forms are attached.

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

JOINT VENTURE FORMS

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



**COOK COUNTY DEPARTMENT OF TRANSPORTATION
AND HIGHWAYS**
Joint Venture Certificate of Explanation & Justification

Bid Proposal Submission Date: _____

Item No.: _____

Joint Venture Name: _____

Managing Party: _____

Firm #1

Name: _____

Address: _____

Firm #2

Name: _____

Address: _____

Firm #3

Name: _____

Address: _____

Instructions:

Indicate the circumstances which apply to the Joint Venture.

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

Firm #1

Firm #2

Firm #3

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

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

Firm #1

Firm #2

Firm #3

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

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

Work categories not performed by the firm:

Firm #1 _____

Firm #2 _____

Firm #3 _____

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

Firm #1

Firm #2

Firm #3

has attached statement indicating the relationship of the firms.

- 5) Estimated quantity of asphalt for this item exceeds 10,000 tons.
 6) Estimated quantity of concrete exceeds 5,000 cubic yards.
 7) Estimated costs of project are less than \$1,000,000.

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

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

Firm #1

Name _____ Title _____
 (Print)

 Signature (Proprietor, Partner, Officer or Director)

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

 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)

My commission expires on _____
Notary Public _____

Firm #2

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director) _____

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

My commission expires on _____
Notary Public _____

Firm #3

Name _____ Title _____
(Print)

Signature (Proprietor, Partner, Officer or Director) _____

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

My commission expires on _____
Notary Public _____

This form must be submitted with the bid.

**SPECIAL PROVISION
FOR
PROPOSAL AGREEMENTS
ADDENDUM RECEIPT**

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

Addendum No. 1
Dated November 24, 2014

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**

EARLEAN COLLINS

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

JOAN PATRICIA MURPHY

6th District

JESUS G. GARCIA

7th District

EDWIN REYES

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

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13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

ELIZABETH ANN DOODY GORMAN

17th District

ADDENDUM NO. 1

November 24, 2014

**151st Street
for**

Cook County Department of Transportation and Highways

**Contract No. 1455-14151
Section No. 13-23932-01-RP**

To: All Bidders of Record

A. General:

This addendum revises bid documents. This addendum is issued to bidder of record prior to execution of contract, and 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.

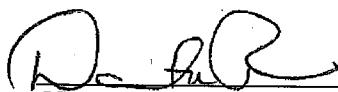
B. Bid Form:

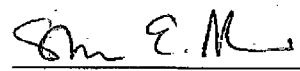

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Check receipt of attachments issued with this addendum.

1. Pre-bid Meeting Sign-In Sheet


ORIGINATED BY:
Danuta Rusin
Contract Negotiator


SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER


Pre-Bid Mtg. Sign-In Sheet – November 18, 2014
69 West Washington, Suite 2260 at 11:30 AM
Contract #1455-14151

151 st Street

Attendee Name: Chaz D
Company Name: _____
Company Address: _____
Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

CONTRACTORS **davis** ENGINEERS
Concrete Construction
11633 SO. MAYFIELD AVENUE - ALSIP, ILLINOIS 60803
www.davisconcreteconstruction.com
CHRISTOPHER P. DAVIS
OFFICE: (708) 388-1100
FAX: (708) 388-9642
chrisdavis@davisconcreteconstruction.com

Attendee Name: _____
Company Name: _____
Company Address: _____
Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

PATH
Construction Company
Paul Sowa
Manager
Heavy Highway
Path Construction Company
3550 W. Salt Creek Lane, Suite 116
Arlington Heights, IL 60005
Cell: 847-997-9147
Office: 847-398-7100
Fax: 847-398-7101
E-mail: psowa@pathcc.com
LEED/GREEN BUILDERS

Attendee Name: _____
Company Name: _____
Company Address: _____
Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

SES, INC.
1400 Powers Road - West Chicago, Illinois 60185
Office (847) 231-1510
Fax (847) 231-4045
Cell (847) 624-6221
E-Mail smondoszi@ses-equip.com
AL MENDEZA, Inventory Manager

Attendee Name: _____
Company Name: _____
Company Address: _____
Telephone: _____
Fax: _____
E-Mail: _____
Please print clearly

(Business Card)

**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
MOBILIZATION**

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

671 Mobilization. Revise the Article to read:

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

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

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

**SPECIAL PROVISION
FOR
CONTRACT EXTRA WORK**

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

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

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

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

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

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

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

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

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

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

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

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

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

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

COUNTY COMMISSIONERS

Co-Sponsored by

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

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

ARTICLE IX. GREEN CONSTRUCTION

Sec. 30-950. Board of Commissioners findings.

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

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

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

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

Department means the Cook County Department of Environmental Control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

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

Sec. 30-952. Emission reduction.

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

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

Sec. 30-953. Costs.

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

Sec. 30-954. Compliance.

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

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

Sec. 30-955. Enforcement.

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

Sec. 30-956. Regulations.

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

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION
FOR
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:

*** Entire Project Area**

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**, 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.

Table 1
Analytical Summary
Cook County Highway Department
151st Street
Village of Phoenix, Illinois

Analyte	Laboratory ID : 4041702-01 4041702-02 4041702-03 4041702-04				
	Client Sample ID : S-1 S-2 S-3 S-4				
	Date Collected : 04/17/2014 04/17/2014 04/17/2014 04/17/2014				
	Maximum Allowable Concentration (35 IAC 1100 Subpart F)	STA. 2+00	STA. 6+25	STA. 10+00	STA. 12+00
VOCs					
Acetone	25	<0.1	<0.1	<0.1	<0.1
Benzene	0.03	<0.002	<0.002	<0.002	<0.002
Bromodichloromethane	0.6	<0.002	<0.002	<0.002	<0.002
Bromoform	0.8	<0.002	<0.002	<0.002	<0.002
Bromomethane	NE	<0.005	<0.005	<0.005	<0.005
2-Butanone	NE	<0.005	<0.005	<0.005	<0.005
Carbon disulfide	9	<0.005	<0.005	<0.005	<0.005
Carbon tetrachloride	0.07	<0.005	<0.005	<0.005	<0.005
Chlorobenzene	1	<0.005	<0.005	<0.005	<0.005
Chloroethane	NE	<0.005	<0.005	<0.005	<0.005
Chloroform	0.3	<0.005	<0.005	<0.005	<0.005
Chloromethane	NE	<0.005	<0.005	<0.005	<0.005
Dibromochloromethane	NE	<0.005	<0.005	<0.005	<0.005
1,1-Dichloroethane	23	<0.005	<0.005	<0.005	<0.005
1,2-Dichloroethane	0.02	<0.005	<0.005	<0.005	<0.005
1,1-Dichloroethene	0.06	<0.005	<0.005	<0.005	<0.005
cis-1,2-Dichloroethene	0.4	<0.005	<0.005	<0.005	<0.005
trans-1,2-Dichloroethene	0.7	<0.005	<0.005	<0.005	<0.005
1,2-Dichloropropane	0.03	<0.005	<0.005	<0.005	<0.005
cis-1,3-Dichloropropene	0.005	<0.002	<0.002	<0.002	<0.002
trans-1,3-Dichloropropene	0.005	<0.005	<0.005	<0.005	<0.005
Ethylbenzene	13	<0.005	<0.005	<0.005	<0.005
2-Hexanone	NE	<0.005	<0.005	<0.005	<0.005
Methylene chloride	0.02	<0.005	<0.005	<0.005	<0.005
Methyl tert-butyl ether	0.32	<0.005	<0.005	<0.005	<0.005
Styrene	4	<0.005	<0.005	<0.005	<0.005
1,1,2,2-Tetrachloroethane	NE	<0.005	<0.005	<0.005	<0.005
Tetrachloroethene	0.06	<0.002	<0.002	<0.002	<0.002
Toluene	12	<0.005	<0.005	<0.005	<0.005
1,1,1-Trichloroethane	2	<0.005	<0.005	<0.005	<0.005
1,1,2-Trichloroethane	0.02	<0.005	<0.005	<0.005	<0.005
Trichloroethene	0.06	<0.002	<0.002	<0.002	<0.002
Vinyl chloride	0.01	<0.002	<0.002	<0.002	<0.002
Xylenes, Total	5.6	<0.005	<0.005	<0.005	<0.005
PNAs					
Acenaphthene	570	<0.66	1.04	<0.66	<0.66
Acenaphthylene	NE	<0.66	<0.66	<0.66	<0.66
Anthracene	12,000	<0.9	2.59	<0.9	<0.9
Benzo(a)anthracene	1.8	<0.66	5.97	<0.66	<0.66
Benzo(a)pyrene	2.1	<0.66	2.95	1.73	<0.66
Benzo(b)fluoranthene	2.1	<0.66	4.73	1.5	<0.66
Benzo(g,h,i)perylene	NE	<0.66	2.88	2.69	<0.66
Benzo(k)fluoranthene	9	<1.8	2.67	<1.8	<1.8
Chrysene	88	<1.3	6.37	<1.3	<1.3
Dibenz(a,h)anthracene	0.42	<0.2	<0.2	<0.2	<0.2
Fluoranthene	3,100	<0.66	13.2	<0.66	<0.66
Fluorene	560	<0.66	1.46	<0.66	<0.66
Indeno(1,2,3-cd)pyrene	1.6	<0.66	4.18	4.24	<0.66
Naphthalene	1.8	<0.66	<0.66	<0.66	<0.66
Phenanthrene	NE	<0.66	10.7	<0.66	<0.66
Pyrene	2,300	<0.66	10.7	<0.66	<0.66

Notes:

- 1) NE indicates that a Maximum Allowable Concentration (MAC) has not been established for this parameter.
- 2) MACs based on the fill facilities being located within a Metropolitan Statistical Area (MSA).
- 3) Parameters/concentrations detected above the laboratory's reportable limits are shown in **bold**.
- 4) Parameter concentrations detected above the associated MACs are highlighted in yellow.
- 5) NT indicates that this sample was not analyzed for this parameter.

Table 1
Analytical Summary
Cook County Highway Department
151st Street
Village of Phoenix, Illinois

Analyte	Laboratory ID				
	Client Sample ID				
	Date Collected				
	Maximum Allowable Concentration (35 IAC 1100 Subpart F)				
SVOCs	STA. 2+00	STA. 6+25	STA. 10+00	STA. 12+00	
Benzoic acid	400	<1.5	<1.5	<1.5	<1.5
Benzyl alcohol	NE	<1.3	<1.3	<1.3	<1.3
Bis(2-chloroethoxy)methane	NE	<1.5	<1.5	<1.5	<1.5
Bis(2-chloroethyl) ether	0.66	<0.66	<0.66	<0.66	<0.66
Bis(2-ethylhexyl)phthalate	46	<0.66	<0.66	<0.66	<0.66
4-Bromophenyl phenyl ether	NE	<0.66	<0.66	<0.66	<0.66
Butyl benzyl phthalate	930	<0.66	<0.66	<0.66	<0.66
Carbazole	0.6	<0.12	1.41	<0.12	<0.12
4-Chloroaniline	0.7	<0.14	<0.14	<0.14	<0.14
4-Chloro-3-methylphenol	NE	<1.3	<1.3	<1.3	<1.3
2-Chloronaphthalene	NE	<0.66	<0.66	<0.66	<0.66
2-Chlorophenol	1.5	<0.66	<0.66	<0.66	<0.66
4-Chlorophenyl phenyl ether	NE	<0.66	<0.66	<0.66	<0.66
Dibenzofuran	NE	<0.66	0.71	<0.66	<0.66
1,2-Dichlorobenzene	17	<0.66	<0.66	<0.66	<0.66
1,3-Dichlorobenzene	NE	<0.18	<0.18	<0.18	<0.18
1,4-Dichlorobenzene	2	<0.66	<0.66	<0.66	<0.66
3,3'-Dichlorobenzidine	1.3	<1.3	<1.3	<1.3	<1.3
2,4-Dichlorophenol	0.48	<0.66	<0.66	<0.66	<0.66
Diethyl phthalate	470	<0.66	<0.66	<0.66	<0.66
2,4-Dimethylphenol	9	<1.3	<1.3	<1.3	<1.3
Dimethyl phthalate	NE	<0.66	<0.66	<0.66	<0.66
4,6-Dinitro-2-methylphenol	NE	<2.0	<2.0	<2.0	<2.0
2,4-Dinitrophenol	3.3	<0.18	<0.18	<0.18	<0.18
2,4-Dinitrotoluene	0.25	<0.11	<0.11	<0.11	<0.11
2,6-Dinitrotoluene	0.26	<0.11	<0.11	<0.11	<0.11
Di-n-butyl phthalate	NE	<0.5	<0.5	<0.5	<0.5
Di-n-octyl phthalate	1600	<0.86	<0.86	<0.86	<0.86
Hexachlorobenzene	0.4	<0.66	<0.66	<0.66	<0.66
Hexachlorobutadiene	NE	<0.66	<0.66	<0.66	<0.66
Hexachlorocyclopentadiene	1.1	<0.66	<0.66	<0.66	<0.66
Hexachloroethane	0.5	<0.2	<0.2	<0.2	<0.2
Isophorone	8	<0.66	<0.66	<0.66	<0.66
2-Methylnaphthalene	NE	<0.66	<0.66	<0.66	<0.66
2-Methylphenol	15	<2.3	<2.3	<2.3	<2.3
2-Nitroaniline	NE	<0.12	<0.12	<0.12	<0.12
3-Nitroaniline	NE	<0.15	<0.15	<0.15	<0.15
4-Nitroaniline	NE	<0.12	<0.12	<0.12	<0.12
2-Nitrophenol	NE	<0.66	<0.66	<0.66	<0.66
4-Nitrophenol	NE	<3.3	<3.3	<3.3	<3.3
Nitrobenzene	0.26	<0.17	<0.17	<0.17	<0.17
N-Nitrosodi-n-propylamine	0.0018	<0.16	<0.16	<0.16	<0.16
N-Nitrosodiphenylamine	NE	<0.67	<0.67	<0.67	<0.67
Pentachlorophenol	0.02	<0.17	<0.17	<0.17	<0.17
Phenol	100	<1.3	<1.3	<1.3	<1.3
1,2,4-Trichlorobenzene	5	<0.66	<0.66	<0.66	<0.66
2,4,5-Trichlorophenol	26	<0.66	<0.66	<0.66	<0.66
2,4,6-Trichlorophenol	0.66	<0.12	<0.12	<0.12	<0.12
Total Metals					
Arsenic	13	9.05	7.4	7.7	8.7
Barium	1,500	88.6	63.6	105.4	105.7
Cadmium	5.2	1.5	2	1.7	2
Chromium	21	20.1	28.9	26.8	25.5
Lead	107	71.6	249.6	101.3	126.7
Mercury	0.89	<0.05	0.3	<0.05	0.07
Selenium	1.3	<1	<1	<1	<1
Silver	4.4	<0.2	<0.2	<0.2	<0.2
pH	6.25 to 9.0	7.64	8.32	7.89	7.92

Notes:

- 1) NE indicates that a Maximum Allowable Concentration (MAC) has not been established for this parameter.
- 2) MACs based on the fill facilities being located within a Metropolitan Statistical Area (MSA).
- 3) Parameters/concentrations detected above the laboratory's reportable limits are shown in **bold**.
- 4) Parameter concentrations detected above the associated MACs are highlighted in yellow.
- 5) NT indicates that this sample was not analyzed for this parameter.

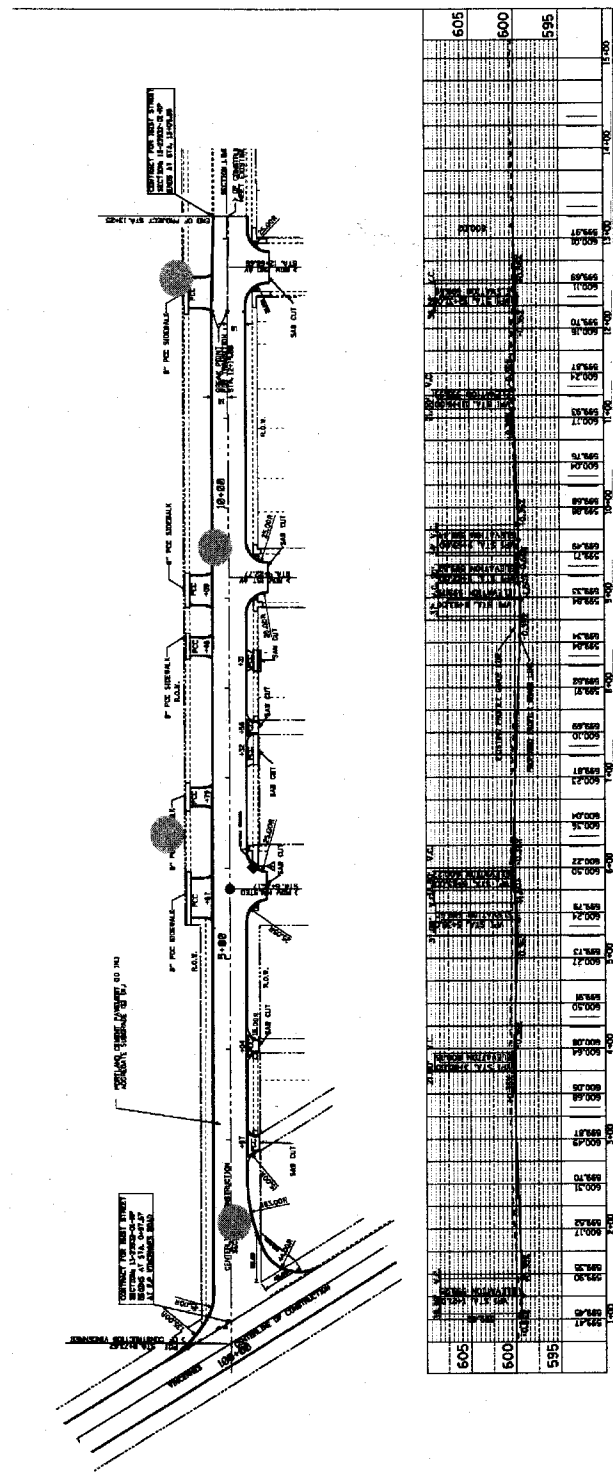


FIGURE 1

SAMPLE LOCATIONS
COOK COUNTY HIGHWAY DEPARTMENT
 151st STREET, VILLAGE OF PHOENIX, ILLINOIS
 Project No.: 60320366

AECOM

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IL ELAP / NELAP Accreditation # 100282

May 06, 2014

Steve Newlin

AECOM

303 E. Wacker Dr., Ste. 600

Chicago, IL 60601

Project ID: 60320366

Grace Analytical Job ID: 4041702

The above referenced project was analyzed as directed on the enclosed Chain of Custody record. Analyses were performed in accordance with requirements of 35 IAC 186(Accreditation #100246) and within holding time. Quality control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference.

Request for duplications or reproductions of these analytical reports must be made in writing to GAL and signed by an authorized agent. The analytical results relate only to the samples analyzed.

GAL seeks your feedback, both positive and negative, on our performance. Please contact us for a copy of our feedback form or submit your comments to us at feedback@gracelabinc.com.

Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (708) 449-9449 or e-mail sk@gracelabinc.com.

Sincerely,

Steven Kim, Ph.D.
Laboratory Director
Grace Analytical Lab, Inc.



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IL ELAP / NELAC Accreditation # 100292

AECOM

303 E. Wacker Dr., Ste. 600

Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix

Project Number: 60320366

Project Manager: Steve Newlin

SN: 201456153716

Reported By: AM

05/06/14 15:36

ANALYTICAL REPORT FOR SAMPLES

Sample ID	Laboratory ID	Matrix	Date Sampled	Date Received
S-1	4041702-01	Soil	04/17/14 11:00	04/17/14 12:30
S-2	4041702-02	Soil	04/17/14 11:05	04/17/14 12:30
S-3	4041702-03	Soil	04/17/14 11:10	04/17/14 12:30
S-4	4041702-04	Soil	04/17/14 11:15	04/17/14 12:30

CASE NARRATIVES



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AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-1

Lab Sample ID: 4041702-01 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
---------	--------	-----------------	-------	----------	----------	----------	--------	------------

Grace Analytical Lab, Inc.

Wet Chemistry

% Solids	77.3		% by Weight	1	04/18/14	04/18/14	2540B	
pH	7.64		N/A	1	04/18/14	04/18/14	9045C	

Volatile Organic Compounds (GC/MS)

1,1,1-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2,2-Tetrachloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloropropane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,4-Dioxane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Butanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Hexanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Acetone	ND	100	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Benzene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromodichloromethane	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromoform	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromomethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon disulfide	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon Tetrachloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chlorobenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroform	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Dibromochloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Ethylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Isopropylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl Isobutyl Ketone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methylene Chloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl-tert-Butyl Ether	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
n-Butanol	ND	50.0	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Styrene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Tetrachloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Toluene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Trichloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	



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AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-1

Lab Sample ID: 4041702-01 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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Grace Analytical Lab, Inc.

Volatile Organic Compounds (GC/MS)

Trichlorofluoromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Vinyl chloride	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Xylenes, total	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	

Semivolatile Organic Compounds

1,2,4-Trichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,2-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,3-Dichlorobenzene	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,4-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,5-Trichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,6-Trichlorophenol	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dimethylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrophenol	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrotoluene	ND	0.13	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,6-Dinitrotoluene	ND	0.11	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chloronaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylnaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylphenol	ND	2.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitrophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3,3'-Dichlorobenzidine	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3/4-Methylphenol	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3-Nitroaniline	ND	0.15	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4,6-Dinitro-2-methylphenol	ND	2.00	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Bromophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloro-3-methylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloroaniline	ND	0.14	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chlorophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitrophenol	ND	3.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthylene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Anthracene	ND	0.90	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) anthracene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) pyrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (b) fluoranthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (g,h,i) perylene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (k) fluoranthene	ND	1.80	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	



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AECOM

303 E. Wacker Dr., Ste. 600

Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix

Project Number: 60320366

Project Manager: Steve Newlin

SN: 201456153716

Reported By: AM

05/06/14 15:36

Client Sample ID: S-1

Lab Sample ID: 4041702-01 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
Grace Analytical Lab, Inc.								
Semivolatile Organic Compounds								
Benzoic acid	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzyl alcohol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethoxy)methane	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroisopropyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-ethylhexyl)phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Butyl benzyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Carbazole	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Chrysene	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenz (a,h) anthracene	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenzofuran	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Diethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dimethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-butyl phthalate	ND	0.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-octyl phthalate	ND	0.86	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluoranthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluorene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobutadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorocyclopentadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachloroethane	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Indeno(1,2,3-cd)pyrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Isophorone	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Naphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Nitrobenzene	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodi-n-propylamine	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodiphenylamine	ND	0.67	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Pentachlorophenol	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenanthrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Pyrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	



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303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-1

Lab Sample ID: 4041702-01 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
---------	--------	--------------------	-------	----------	----------	----------	--------	------------

First Environmental Laboratories Inc.

Total Mercury

Mercury	ND	0.05	mg/kg	1		04/22/14	7471B	
---------	----	------	-------	---	--	----------	-------	--

Total Metals

Arsenic	9.05	1	mg/kg	1	04/21/14	04/21/14	6010C	
Barium	88.6	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Cadmium	1.5	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Chromium	20.1	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Lead	71.6	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Selenium	ND	1	mg/kg	1	04/21/14	04/21/14	6010C	
Silver	ND	0.2	mg/kg	1	04/21/14	04/21/14	6010C	



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AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-2

Lab Sample ID: 4041702-02 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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Grace Analytical Lab, Inc.

Wet Chemistry

% Solids	82.9		% by Weight	1	04/18/14	04/18/14	2540B	
Flashpoint	No flash detected up to 100 °C		°C	1	04/28/14	05/01/14	1020	
Paint Filter	Pass		N/A	1	04/28/14	05/01/14	9095	
pH	8.32		N/A	1	04/18/14	04/18/14	9045C	

Chlorinated Pesticides and PCBs

4,4'-DDD	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
4,4'-DDE	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
4,4'-DDT	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aldrin	ND	8.00	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
alpha-BHC	ND	0.13	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
alpha-Chlordane	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aroclor-1016	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aroclor-1221	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aroclor-1232	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aroclor-1242	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aroclor-1248	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aroclor-1254	ND	160	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Aroclor-1260	ND	160	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
beta-BHC	ND	8.00	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
delta-BHC	ND	8.00	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Dieldrin	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Endosulfan I	ND	8.00	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Endosulfan II	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Endosulfan sulfate	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Endrin	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Endrin aldehyde	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Endrin ketone	ND	16.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
gamma-BHC (Lindane)	ND	8.00	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
gamma-Chlordane	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Heptachlor	ND	8.00	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Heptachlor epoxide	ND	8.00	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Methoxychlor	ND	80.0	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	
Toxaphene	ND	160	ug/kg dry	1	04/30/14	04/30/14	EPA 8081A/8082	



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IL ELAP / NELAC Accreditation # 100292

AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-2

Lab Sample ID: 4041702-02 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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Grace Analytical Lab, Inc.

Volatile Organic Compounds (GC/MS)

1,1,1-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2,2-Tetrachloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloropropane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,4-Dioxane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Butanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Hexanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Acetone	ND	100	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Benzene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromodichloromethane	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromoform	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromomethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon disulfide	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon Tetrachloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chlorobenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroform	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Dibromochloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Ethylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Isopropylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl Isobutyl Ketone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methylene Chloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl-tert-Butyl Ether	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
n-Butanol	ND	50.0	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Styrene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Tetrachloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Toluene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Trichloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Trichlorofluoromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Vinyl chloride	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Xylenes, total	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	



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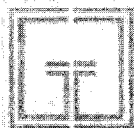
Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-2

Lab Sample ID: 4041702-02 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
Grace Analytical Lab, Inc.								
Semivolatile Organic Compounds								
1,2,4-Trichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,2-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,3-Dichlorobenzene	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,4-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,5-Trichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,6-Trichlorophenol	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dimethylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrophenol	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrotoluene	ND	0.13	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,6-Dinitrotoluene	ND	0.11	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chloronaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylnaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylphenol	ND	2.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitrophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3,3'-Dichlorobenzidine	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3/4-Methylphenol	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3-Nitroaniline	ND	0.15	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4,6-Dinitro-2-methylphenol	ND	2.00	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Bromophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloro-3-methylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloroaniline	ND	0.14	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chlorophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitrophenol	ND	3.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthene	1.04	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthylene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Anthracene	2.59	0.90	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) anthracene	5.97	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) pyrene	2.95	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (b) fluoranthene	4.73	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (g,h,i) perylene	2.88	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (k) fluoranthene	2.67	1.80	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzoic acid	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzyl alcohol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethoxy)methane	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	



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Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-2

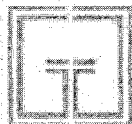
Lab Sample ID: 4041702-02 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
Grace Analytical Lab, Inc.								
Semivolatile Organic Compounds								
Bis(2-chloroisopropyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-ethylhexyl)phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Butyl benzyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Carbazole	1.41	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Chrysene	6.37	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenz (a,h) anthracene	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenzofuran	0.71	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Diethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dimethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-butyl phthalate	ND	0.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-octyl phthalate	ND	0.86	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluoranthene	13.2	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluorene	1.46	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobutadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorocyclopentadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachloroethane	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Indeno(1,2,3-cd)pyrene	4.81	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Isophorone	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Naphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Nitrobenzene	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodi-n-propylamine	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodiphenylamine	ND	0.67	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Pentachlorophenol	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenanthrene	10.7	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
*Pyrene	10.7	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	

First Environmental Laboratories Inc.

Cyanide, Reactive

Cyanide, Reactive	ND	10	mg/kg	1		05/02/14	7.3.3.2.	
Phenols								
Phenols	ND	2.5	mg/kg	1		05/02/14	420.1	



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Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-2

Lab Sample ID: 4041702-02 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
First Environmental Laboratories Inc.								
Sulfide, Reactive								
Sulfide, Reactive	ND	10	mg/kg	1		05/02/14	7.3.4.2.	
TCLP Mercury Method 1311								
Mercury	ND	0.0005	mg/L	1		05/01/14	7470A	
TCLP Metals Method 1311								
Arsenic	ND	0.01	mg/L	1	05/01/14	05/01/14	6010C_TCLP	
Barium	ND	1	mg/L	1	05/01/14	05/01/14	6010C_TCLP	
Cadmium	ND	0.005	mg/L	1	05/01/14	05/01/14	6010C_TCLP	
Chromium	0.005	0.005	mg/L	1	05/01/14	05/01/14	6010C_TCLP	
Lead	0.030	0.005	mg/L	1	05/01/14	05/01/14	6010C_TCLP	
Selenium	ND	0.01	mg/L	1	05/01/14	05/01/14	6010C_TCLP	
Silver	ND	0.005	mg/L	1	05/01/14	05/01/14	6010C_TCLP	
Total Mercury								
Mercury	0.3	0.05	mg/kg	1		04/22/14	7471B	
Total Metals								
Arsenic	7.4	1	mg/kg	1	04/21/14	04/21/14	6010C	
Barium	63.6	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Cadmium	2	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Chromium	28.9	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Lead	249.6	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Selenium	ND	1	mg/kg	1	04/21/14	04/21/14	6010C	
Silver	ND	0.2	mg/kg	1	04/21/14	04/21/14	6010C	



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Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-3

Lab Sample ID: 4041702-03 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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Grace Analytical Lab, Inc.

Wet Chemistry

% Solids	78.6		% by Weight	1	04/18/14	04/18/14	2540B	
pH	7.89		N/A	1	04/18/14	04/18/14	9045C	

Volatile Organic Compounds (GC/MS)

1,1,1-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2,2-Tetrachloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloropropane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,4-Dioxane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Butanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Hexanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Acetone	ND	100	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Benzene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromodichloromethane	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromoform	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromomethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon disulfide	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon Tetrachloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chlorobenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroform	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Dibromochloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Ethylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Isopropylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl Isobutyl Ketone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methylene Chloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl-tert-Butyl Ether	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
n-Butanol	ND	50.0	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Styrene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Tetrachloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Toluene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Trichloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	



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Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-3

Lab Sample ID: 4041702-03 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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Grace Analytical Lab, Inc.

Volatile Organic Compounds (GC/MS)

Trichlorofluoromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Vinyl chloride	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Xylenes, total	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	

Semivolatile Organic Compounds

1,2,4-Trichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,2-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,3-Dichlorobenzene	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,4-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,5-Trichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,6-Trichlorophenol	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dimethylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrophenol	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrotoluene	ND	0.13	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,6-Dinitrotoluene	ND	0.11	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chloronaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylnaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylphenol	ND	2.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitrophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3,3'-Dichlorobenzidine	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3/4-Methylphenol	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3-Nitroaniline	ND	0.15	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4,6-Dinitro-2-methylphenol	ND	2.00	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Bromophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloro-3-methylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloroaniline	ND	0.14	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chlorophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitrophenol	ND	3.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthylene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Anthracene	ND	0.90	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) anthracene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) pyrene	1.73	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (b) fluoranthene	1.50	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (g,h,i) perylene	2.69	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (k) fluoranthene	ND	1.80	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	



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IL ELAP / NELAC Accreditation # 100292

AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-3

Lab Sample ID: 4041702-03 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
Grace Analytical Lab, Inc.								
Semivolatile Organic Compounds								
Benzoic acid	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzyl alcohol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethoxy)methane	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroisopropyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-ethylhexyl)phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Butyl benzyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Carbazole	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Chrysene	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenz (a,h) anthracene	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenzofuran	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Diethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dimethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-butyl phthalate	ND	0.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-octyl phthalate	ND	0.86	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluoranthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluorene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobutadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorocyclopentadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachloroethane	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Indeno(1,2,3-cd)pyrene	4.24	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Isophorone	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Naphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Nitrobenzene	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodi-n-propylamine	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodiphenylamine	ND	0.67	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Pentachlorophenol	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenanthrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Pyrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	



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AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix

SN: 201456153716

Project Number: 60320366

Reported By: AM

Project Manager: Steve Newlin

05/06/14 15:36

Client Sample ID: S-3

Lab Sample ID: 4041702-03 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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First Environmental Laboratories Inc.

Total Mercury

Mercury	ND	0.05	mg/kg	1		04/22/14	7471B	
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Total Metals

Arsenic	7.7	1	mg/kg	1	04/21/14	04/21/14	6010C	
Barium	105.4	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Cadmium	1.7	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Chromium	26.8	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Lead	101.3	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Selenium	ND	1	mg/kg	1	04/21/14	04/21/14	6010C	
Silver	ND	0.2	mg/kg	1	04/21/14	04/21/14	6010C	



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AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-4

Lab Sample ID: 4041702-04 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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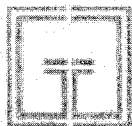
Grace Analytical Lab, Inc.

Wet Chemistry

% Solids	76.4		% by Weight	1	04/18/14	04/18/14	2540B	
pH	7.92		N/A	1	04/18/14	04/18/14	9045C	

Volatile Organic Compounds (GC/MS)

1,1,1-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2,2-Tetrachloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1,2-Trichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,1-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,2-Dichloropropane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
1,4-Dioxane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Butanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
2-Hexanone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Acetone	ND	100	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Benzene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromodichloromethane	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromoform	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Bromomethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon disulfide	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Carbon Tetrachloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chlorobenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloroform	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Chloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
cis-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Dibromochloromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Ethylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Isopropylbenzene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl Isobutyl Ketone	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methylene Chloride	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Methyl-tert-Butyl Ether	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
n-Butanol	ND	50.0	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Styrene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Tetrachloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Toluene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,2-Dichloroethylene	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
trans-1,3-Dichloropropylene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Trichloroethene	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	



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AECOM
303 E. Wacker Dr., Ste. 600
Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix
Project Number: 60320366
Project Manager: Steve Newlin

SN: 201456153716
Reported By: AM
05/06/14 15:36

Client Sample ID: S-4

Lab Sample ID: 4041702-04 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
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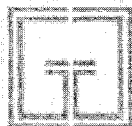
Grace Analytical Lab, Inc.

Volatile Organic Compounds (GC/MS)

Trichlorofluoromethane	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Vinyl chloride	ND	2.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	
Xylenes, total	ND	5.00	ug/kg dry	1	04/17/14	04/17/14	EPA 8260C	

Semivolatile Organic Compounds

1,2,4-Trichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,2-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,3-Dichlorobenzene	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
1,4-Dichlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,5-Trichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4,6-Trichlorophenol	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dichlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dimethylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrophenol	ND	0.18	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,4-Dinitrotoluene	ND	0.13	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2,6-Dinitrotoluene	ND	0.11	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chloronaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Chlorophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylnaphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Methylphenol	ND	2.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
2-Nitrophenol	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3,3'-Dichlorobenzidine	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3/4-Methylphenol	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
3-Nitroaniline	ND	0.15	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4,6-Dinitro-2-methylphenol	ND	2.00	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Bromophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloro-3-methylphenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chloroaniline	ND	0.14	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Chlorophenyl phenyl ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitroaniline	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
4-Nitrophenol	ND	3.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Acenaphthylene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Anthracene	ND	0.90	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) anthracene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (a) pyrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (b) fluoranthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (g,h,i) perylene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzo (k) fluoranthene	ND	1.80	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	



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AECOM

303 E. Wacker Dr., Ste. 600

Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix

Project Number: 60320366

Project Manager: Steve Newlin

SN: 201456153716

Reported By: AM

05/06/14 15:36

Client Sample ID: S-4

Lab Sample ID: 4041702-04 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
Grace Analytical Lab, Inc.								
Semivolatile Organic Compounds								
Benzoic acid	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Benzyl alcohol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethoxy)methane	ND	1.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroethyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-chloroisopropyl)ether	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Bis(2-ethylhexyl)phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Butyl benzyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Carbazole	ND	0.12	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Chrysene	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenz (a,h) anthracene	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dibenzofuran	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Diethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Dimethyl phthalate	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-butyl phthalate	ND	0.50	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Di-n-octyl phthalate	ND	0.86	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluoranthene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Fluorene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobenzene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorobutadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachlorocyclopentadiene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Hexachloroethane	ND	0.20	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Indeno(1,2,3-cd)pyrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Isophorone	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Naphthalene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Nitrobenzene	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodi-n-propylamine	ND	0.16	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
N-Nitrosodiphenylamine	ND	0.67	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Pentachlorophenol	ND	0.17	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenanthrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Phenol	ND	1.30	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	
Pyrene	ND	0.66	mg/kg dry	1	04/18/14	04/18/14	EPA 8270D	



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AECOM

303 E. Wacker Dr., Ste. 600

Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix

Project Number: 60320366

Project Manager: Steve Newlin

SN: 201456153716

Reported By: AM

05/06/14 15:36

Client Sample ID: S-4

Lab Sample ID: 4041702-04 (Soil)

Analyte	Result	Reporting Limit	Units	Dilution	Prepared	Analyzed	Method	Qualifiers
---------	--------	--------------------	-------	----------	----------	----------	--------	------------

First Environmental Laboratories Inc.

Total Mercury

Mercury	0.07	0.05	mg/kg	1		04/22/14	7471B	
---------	------	------	-------	---	--	----------	-------	--

Total Metals

Arsenic	8.7	1	mg/kg	1	04/21/14	04/21/14	6010C	
Barium	105.7	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Cadmium	2	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Chromium	25.5	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Lead	126.7	0.5	mg/kg	1	04/21/14	04/21/14	6010C	
Selenium	ND	1	mg/kg	1	04/21/14	04/21/14	6010C	
Silver	ND	0.2	mg/kg	1	04/21/14	04/21/14	6010C	

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AECOM

303 E. Wacker Dr., Ste. 600

Chicago IL, 60601

Project Name: CCHD - Village Of Phoenix

Project Number: 60320366

Project Manager: Steve Newlin

SN: 201456153716

Reported By: AM

05/06/14 15:36

Notes and Definitions

ps	Pass
F-02	No flash detected up to 100 °C
DET	Analyte DETECTED
ND	Analyte NOT DETECTED at or above the reporting limit
NR	Not Reported
dry	Sample results reported on a dry weight basis
RPD	Relative Percent Difference

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CHAIN OF CUSTODY

PAGE 1 OF 1

PHONE (708) 449-9449 FAX (708) 449-3663
5300-B McDermott Drive Berkeley, IL 60163

4041902

CLIENT INFORMATION

Project Manager: STEVE NEWMAN
Company: RECORM

SAMPLE RECEIVING RECORDS

Samples Received On site ☒ YES ☐ NO
Sample Temperature (on site) 8.2°
Samples Intact/Not Leaking ☒ YES ☐ NO

SAMPLE CHARACTERISTICS

☐ NONHAZARDOUS
☐ Special Handling Required (Specify Details)

TURNAROUND

Normal

Date Required:
Schedule in advance to insure Rush Processing
Correction / Special Instructions

Phone: 312-573-7772 Fax:
Project Name: GCHE-VULCAN OF PEARL
Project ID #: 60320366
Sampler: STEVE NEWMAN

☐ NONHAZARDOUS
☐ Special Handling Required (Specify Details)

VOCs
SVOCs
PCB/PCNS
PH

DEPT LIVES:
None
Level 2
Level 3
Level 4

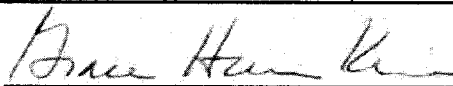
ORG. SAMPLE ID	FIELD LOCATION / DESCRIPTION	DATE	TIME	ANALYST	Number of Containers	PRESERVATIVE	ANALYSIS METHOD	REMARKS
4041902-01	S-1	4/17/14	11:00 AM	SOIL				
01	S-2		11:05					
03	S-3		11:10					
04	S-4		11:15					

NOTE: ORIGINAL FILE COPY

GRACE LAB COPY

Grace Analytical lab, inc.

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SAMPLE/COOLER RECEIPT FORM GAL JOB ID#: 4041702**Client Name: AECOM Cooler Received/Opened: 4/17/2014 at 12:30****Project ID: CCHD-Village Of Phoenix, 60320366****Signed by:**

Log-In Personnel Signature

- | | Yes | No | NA |
|---|-------------------------------------|-------------------------------------|-------------------------------------|
| 1. Temperature of Cooler when triaged: 4.7°C | | | |
| 2. Were custody seals on outside of cooler?... | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Were custody seals on containers intact? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| If YES: Were the seals intact, signed, and dated correctly? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Were Chain of Custody form inside cooler? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Were Chain of Custody form properly filled out (ink, signed, etc)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Did you sign the Chain of Custody form in the appropriate place? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Was there packing material used | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| If YES: <input type="checkbox"/> Bubblewrap <input type="checkbox"/> Peanuts <input type="checkbox"/> Vermiculite <input type="checkbox"/> Other <input type="checkbox"/> None | | | |
| 8. Cooling process: <input checked="" type="checkbox"/> Ice <input type="checkbox"/> Icepack <input type="checkbox"/> Ice(direct contact) <input type="checkbox"/> Dry ice <input type="checkbox"/> other <input type="checkbox"/> None | | | |
| 9. Did all containers arrive in good condition (unbroken)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Were all container labels complete (ID #, data, signed, preserv., etc | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Did all container labels and tags agree with Chain of Custody form | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Were correct containers used for the analysis requested | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. a. Were Water VOA vials received | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Was there any observable head space present in any VOA vial | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Was sufficient amount of sample sent in each container | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Were correct preservatives used | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If not, record

- | | | | |
|-----------------------------------|--------------------------|--------------------------|-------------------------------------|
| 16. Was residual chlorine present | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|-----------------------------------|--------------------------|--------------------------|-------------------------------------|

17. Indicate the Airbill Tracking Number and Name of Courier below:

☐Fed-Ex ☐UPS ☐Velocity ☐Airborne ☐Route ☐Misc. ☒Hand delivered ☐Picked Up

18. If a Non-Conformance exists, record reason:

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

Revise Article 669.01 of the Standard Specifications to read:

"669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities."

Revise Article 669.08 of the Standard Specifications to read:

"669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation for the following reason:
 - (1) The pH of the soil is less than 6.25 or greater than 9.0.

- (2) The soil exhibited elevated photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID) readings.
- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed TACO Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 IAC 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site assessment (PESA) site number),

- (c) Plan sheets showing the areas containing the regulated substances,

- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site assessment (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site assessment (PESA) site number) for non-special waste disposal.”

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

“The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.”

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

General. This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either “uncontaminated soil” or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. Phase I Preliminary Engineering information is available through the District’s Environmental Studies Unit. Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

- All soil excavation from northeast quadrant of intersection of FAU 1606 (E. 151st. St.) and IL 1 (Vincennes Road) (Site 2933-1, Allied Tube & Conduit Co., 325 E. 151st Street). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals.
- All soil excavation from southeast quadrant of intersection of FAU 1606 (E. 151st. St.) and IL 1 (Vincennes Road) (Site 2933-3, Vacant Land, 15101-15123 Vincennes Road). This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. Contaminants of concern sampling parameters: VOCs, SVOCs, and Metals

**SPECIAL PROVISION
FOR
PORTLAND CEMENT CONCRETE PAVEMENT**

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

SPECIAL PROVISION FOR MANAGING CONCRETE WASTE

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

Construction. Perform this work on projects where;

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

Requirements.

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

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

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

For onsite washout:

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

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

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

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

For Onsite Temporary Concrete Washout Facility:

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

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

Inspection and Maintenance.

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

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

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

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

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

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

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

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

**SPECIAL PROVISION
FOR
SURVEY MONUMENTS**

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

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

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

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

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

**SPECIAL PROVISION
FOR
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.

<u>Sieve Size</u>	<u>Percent Passing</u>
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

<u>Sieve Size</u>	<u>Percent Passing</u>
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*

<u>Sieve Size</u>	<u>Percent Passing</u>
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.

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

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

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

SPECIAL PROVISION FOR PAVEMENT REPLACEMENT

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

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

Construction Requirements.

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION FOR COOPERATION WITH UTILITIES

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

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

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

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

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

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

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

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

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

P:\Special Provisions - 2012\F_Drainage 156-210\185 Cooperation with Utilities.docx

**STATUS OF UTILITIES
UTILITIES TO BE ADJUSTED
151ST STREET
VINCENNES AVENUE TO 2ND AVENUE
SECTION: 13-23932-01-RP**

The following agencies have facilities within the project limits:

Commonwealth Edison Company

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

Village of Phoenix

633 E. 151st Street
Phoenix, IL 60426
Attn: Mel Davis
Director of Public Works
(708) 331-5735

AT&T

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

Comcast

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

Nicor Gas Company

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

City of Harvey

15320 Broadway Avenue
Harvey, IL 60426
Attn: Rufus Fisher, Public Works
(708) 210-5300

Village of South Holland

16226 Wausau Avenue
South Holland, IL 60473
Attn: Mr. Jeffery Hon
(847) 339 - 2323

The above represents the best information available to the County and is included for the convenience of the bidder. No major conflicts or relocations are anticipated. It shall be the Contractor's responsibility to contact J.U.L.I.E. and Utility companies to locate utilities and protect existing utilities. The applicable provisions of Articles 105.07, 107.20 and 107.31 of the Standard Specifications for Road and Bridge Construction and Cook County Special Provision 185 shall apply.

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

Contact pipeline companies prior to digging near the pipelines.

**SPECIAL PROVISION
FOR
VALVE VAULTS TO BE REMOVED**

Description. Existing valve vaults designated to be removed at locations where the existing water main is to be abandoned or removed shall be removed for the full depth of the structure. The existing valves contained within the vault shall be removed prior to valve vault removal. The hole formed by the removal of the structure shall be backfilled with trench backfill, placed and compacted to the satisfaction of the Engineer.

Construction Methods. Construction methods shall be in conformance with Section 501 of the Standard Specifications for Road and Bridge Construction.

Basis of Payment. This work of removing existing valve vaults and valves at locations where the existing water main is to be abandoned or removed shall be paid for at the contract unit price each for Valve Vaults to be Removed, which price shall include removing and disposing of the existing structure and valves and backfilling the hole with trench backfill.

**SPECIAL PROVISION
FOR
WATER MAIN INSTALLATION**

The construction of water mains shall conform to Section 561 of the Standard Specifications for Road and Bridge Construction.

Description. This work shall include the furnishing of all materials, equipment, tools and labor necessary to do the work required by these provisions and as shown on the plans.

General Conditions. The Contractor shall submit to the municipality involved a schedule of his operations in connection with work to be performed on water mains owned and maintained by the municipality.

Materials. Water main as specified shall be Ductile Iron, push type or mechanical joint, as required by the owner, conforming to AWWA Specification C-151 and shall be cement lined in accordance with AWWA Specification C-104.

Basis of Payment. This work shall be paid for at the contract unit price per meter (foot) for WATER MAIN of the diameter specified. This price shall be paid in full for furnishing and installing water main complete in place and shall also include pipe fittings, thrust blocks and/or retainer glands, trenching and bedding.

Trench Backfill. Sand backfill shall be placed in accordance with the requirements in AWWA Specifications and Section 208 of the Standard Specifications. Where the excavation is made through permanent pavement, curbs or driveways, sand backfill shall be placed to the subgrade. Trench backfill shall be used in the balance of the right-of-way.

Basis of Payment. This work shall be paid for at the contract unit price per cubic meter (yard) for TRENCH BACKFILL measured as specified herein and conforming to Section 208 and Article 1003.04 of the Standard Specifications.

Valves. Valves shall be of standard manufacture and shall conform to the current Standard Specifications of the American Water Works Association.

Basis of Payment. This item shall be paid for at the contract unit price each for WATER VALVE of the size and type specified, complete in place, which price shall include all labor and materials necessary to complete the installation.

Pressure Connection. When sections of existing water mains are to be relocated and the system cannot be shut down or taken out of service, the Contractor is to utilize an accepted practice for tying in new mains using pressure connections. All accessories shall conform to pertinent AWWA Specifications.

Basis of Payment. This work shall be paid for at the contract unit price each for Pressure Connection of the size specified which price shall be paid in full for all materials, labor and equipment necessary to make the installation at the location.

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

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

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

**SPECIAL PROVISION
FOR
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 (10 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

217/782 -0610

ROD R. BLAGOJEVICH, GOVERNOR

RENEE CIPRIANO, DIRECTOR

2/9/20

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

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

Dear NPDES Permittee:

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

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

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

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

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

Very truly yours,

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

Enclosure

AK:MED:MS4 Coverage Letter

cc: Records Unit Des Plaines

Rockrod Rd P022I North Main Street, Rockford, IL 61103 - (815) 987-7760 • DES PLAINES-9511 W. Harrison St., Des Plaines, IL 60016-(847) 294-4000 ELGIN- 595 South State, Elgin, IL 60123 - (847) 608-3131 • PEORIA- 5415 N. University St., Peoria, IL 61614 - (309) 693-5463
BUREAU OF LAND - PEORIA- 7620 N. University St., Peoria, IL 61614 - (309) 693-5462 • CHAMPAIGN - 2125 South First Street, Champaign, IL 61820 - (217) 278-58C SPRINGFIELD- 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: March 31, 2014

Issue Date: February 20, 2009

Effective Date: April 1, 2009

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, 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 an application as described in the permit conditions to the Illinois Environmental Protection Agency. 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

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PART I. COVERAGE UNDER THIS PERMIT**A. Permit Area**

This permit covers all areas of the State of Illinois.

B. Eligibility

1. This permit authorizes discharges of storm water from small municipal separate storm sewer systems (MS4s) as defined in 40 CFR 122.26(b)(16) as designated for permit authorization pursuant to 40 CFR 122.32.
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.

C. Limitations on Coverage

The following discharges are not authorized by this permit:

NPDES Permit No. ILR10

General NPDES Permit No. ILR10

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

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

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

Expiration Date: July 31, 2013

Issue Date: August 11, 2008

Effective Date: August 11, 2008

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 construction sites that will result in the disturbance of one or more acres total land area, construction sites less than one acre of total land that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb one or more acres total land area. This permit also authorizes discharges from construction sites designated by the Agency that have the potential for contribution to a violation of water quality standards or significant contribution of pollutants to waters of the State, occurring after the effective date of this permit (including discharges occurring after the effective date of this permit are also authorized by this permit, except for discharges identified under Part I.B.3 (Limitations on Coverage).
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 activity other than construction are occurring (including storm water discharges from dedicated asphalt plants and dedicated concrete plants) are covered by a different NPDES general permit or individual permit authorizing such discharges.
3. **Limitations on Coverage.** The following storm water discharges from construction sites are not authorized by this permit:
 - a. storm water discharges associated with industrial activity that originate from the site after construction activities have been completed and the site has undergone final stabilization;

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- b. 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;
- c. 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;
- d. 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
- e. Storm water discharges that the Agency, at its discretion, determines are not appropriately authorized or controlled by this general permit.
- f. Storm water discharges to any receiving water specified under 35 Ill. Adm. Code 302.105(d)(6).

C. Authorization.

- 1. 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.
- 2. Where a new contractor is selected after the submittal of an NOI under Part II below, a new Notice of Intent (NOI) must be submitted by the owner in accordance with Part II.
- 3. 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.
- 4. 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.
- 5. 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.

- 1. 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 the start of construction. The completed NOI may be submitted electronically to the following email address:
epa.constit10swppp@illinois.gov
- 2. Discharges that were previously covered by a valid General NPDES Permit for Storm Water Discharges from Construction Site Activities are automatically covered by this permit.
- 3. 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:

- 1. 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;
- 2. The owner's name, address, telephone number, and status as Federal, State, private, public or other entity;
- 3. The name, address and telephone number of the general contractor(s) that have been identified at the time of the NOI submittal;
- 4. 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);
- 5. The number of any NPDES permit for any discharge (including non-storm water discharges) from the site that is currently authorized by an NPDES permit;

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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; and
7. 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

D. Where to Submit.

1. Facilities which discharge storm water associated with construction site activity must use an NOI form provided by the Agency. NOIs must be signed in accordance with Part VI.G (Signatory Requirements) of this permit. NOIs and the applicable fee for construction site activities are to be submitted 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

The completed NOI and SWPPP may be submitted electronically to the following email address: epa.constilr10swppp@illinois.gov

2. 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).
- E. Additional Notification.** Facilities which are operating under approved local sediment and erosion plans, grading plans, or storm water management plans, in addition to filing copies of the Notice of Intent in accordance with Part D above, shall also submit signed copies of the Notice of Intent to the local agency approving such plans in accordance with the deadlines in Part A above. See Part IV.D.2.d (Approved State or Local Plans).
- F. Notice of Termination.** Where a site has been finally stabilized and all storm water discharges from construction sites that are authorized by this permit are eliminated, the permittee of the facility must submit a completed Notice of Termination that is signed in accordance with Part VI.G (Signatory Requirements) of this permit.

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); and
- d. 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.

**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 paragraph 2 below, all discharges covered by this permit shall be composed 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 washwaters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed) and where detergents are not used; uncontaminated air conditioning condensate; springs; uncontaminated ground water; and foundation or footing drains where flows are not contaminated with process materials such as solvents.

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 addressed sediment (such as total suspended solids, turbidity, or siltation) are not eligible for coverage under this permit unless you develop and certify a SWPPP that is consistent with the assumptions and requirements in the approved TMDL. To be eligible for coverage under this general permit, operators must incorporate into their SWPPP any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. If a specific numeric 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.html>

- 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. Facilities 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 to be covered under this permit and submitted electronically to the Agency; and
2. Provide for compliance with the terms and schedule 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 on-site at the facility 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. Said plan shall be available at the site.
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 with an NPDES permit, to the municipal operator of the system.
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. 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);
 - c. An estimate of the total area of the site and the total area of the site that is expected to be disturbed by excavation, grading, or other activities;
 - 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, 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. The Illinois Urban Manual (<http://www.il.nrcs.usda.gov/technical/engineer/urban/index.html>) 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 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.**
 - (i) **Stabilization Practices.** 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. Except as provided in paragraphs (A) and (B) below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased as follows:
 - (A) Where the initiation of stabilization measures by the 7th day after construction activity temporarily or permanently ceases on a portion of the site is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - (B) Where construction activity will resume on a portion of the site within 14 days from when activities ceased, (e.g. the total time period that construction activity is temporarily ceased is less than 14 days) then stabilization measures do not have to be initiated on that portion of site by the 7th day after construction activity temporarily ceased.
 - (ii) **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.
 - (iii) **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 Environmental Protection Agency's 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/fmdl/303d-list.html>)
 - b. **Storm Water Management.** A description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures should be placed on upland soils to the degree attainable. The installation of these devices may be subject to Section 404 of the CWA. This permit only addresses the installation of storm water management measures, and not the ultimate operation and maintenance of such structures after the construction activities have been completed and the site has undergone final stabilization. Permittees are responsible for only the installation and maintenance of storm water management measures prior to final stabilization of the site, and are not responsible for maintenance after storm water discharges associated with industrial activity have been eliminated from the site.
 - (i) Such practices may include: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetated swales and natural depressions; infiltration of runoff onsite; and sequential systems (which combine several practices). The storm water pollution prevention plan shall include an explanation of the technical basis used to select the practices to control pollution where flows exceed predevelopment levels.
 - (ii) Velocity dissipation devices shall be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are

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maintained and protected (e.g. maintenance of hydrologic conditions, such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

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

c. **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 these discharges.

d. **Approved State or Local Plans.**

- (i) The management practices, controls and other provisions contained in the storm water pollution prevention plan must be at least as protective as the requirements contained in Illinois Environmental Protection Agency's Illinois Urban Manual, 2002. Facilities which discharge storm water associated with construction site activities must include in their storm water pollution prevention plan procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials. Requirements specified in sediment and erosion site plans or site permits or storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI to be authorized to discharge under this permit, incorporated by reference and are enforceable under this permit. 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.** The plan shall include a description of procedures to maintain in good and effective operating conditions vegetation, erosion and sediment control measures and other protective measures identified in the site plan.

- 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 that is 0.5 inches or greater or equivalent snowfall. 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. 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.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in the plan in accordance with Part IV.D.1 (Site Description) of this permit and pollution prevention 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. Such modifications shall provide for timely implementation of any changes to the plan within 7 calendar days following the inspection.
- c. 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.
- d. 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.
- e. All reports of noncompliance shall be signed by a responsible authority as defined in Part VI.G (Signatory Requirements).

- f. 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, and records of all data used to complete the Notice of Intent to be covered by this permit, for a period of at least three years from the date that the permit coverage expires or is terminated. This period may be extended by request of the Agency at any time.
- 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.
- 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 facilities 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.

NPDES Permit No. ILR10

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 facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit and with the requirements of storm water pollution prevention plans. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed by a permittee only when necessary to achieve compliance with the conditions of the permit.

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 facility or 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.

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.

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.

"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.

ILR10TMLPMT_FINAL8-11-08.doc



Illinois Environmental Protection Agency

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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

Company/Owner Name: _____

Permit No. ILR10 _____

Mailing Address: _____

Phone: _____

City: _____

State: _____

Zip: _____

Fax: _____

Contact Person: _____

E-mail: _____

Owner Type (select one) _____

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: _____

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?

☐ Yes☐ No(Submit SWPPP electronically to: epa.constit10swppp@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: _____

IL 532 2104 WPC 623

202(CC)

National Pollutant Discharge Elimination System
(NPDES) Permit Requirements

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January 1, 2013

31 Total Pages

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 has been approved by the Forms Management Center.

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

Permit No. ILR10

Owner Name: _____

Owner Type (select one) _____

Mailing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ Fax: _____

Contact Person: _____ E-mail: _____

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____ Phone: _____

City: _____ State: _____ Zip: _____ 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, 5/39). 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 has been approved by the Forms Manager.

IL 532 2102

2021 (CC)

Rev 12/11

National Pollutant Discharge Elimination System
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January 1, 2013
31 Total Pages

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

Page 1 of 2

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

For Office Use Only

Permit No. ILR10

Permittee Information:

Name: _____
 Street Address: _____ P.O. Box: _____
 City: _____ State: IL Zip Code: _____ County: _____
 Phone: _____ Email: _____

Construction Site Information:

Site Name: _____
 Street Address: _____
 City: _____ State: IL Zip Code: _____
 Latitude: _____ Longitude: _____
 (Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

Cause of Non-Compliance

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
 624 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.

202409

National Pollutant Discharge Elimination System
 (NPDES) Permit Requirements

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January 1, 2013
 31 Total Pages

**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 Kammuel, 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

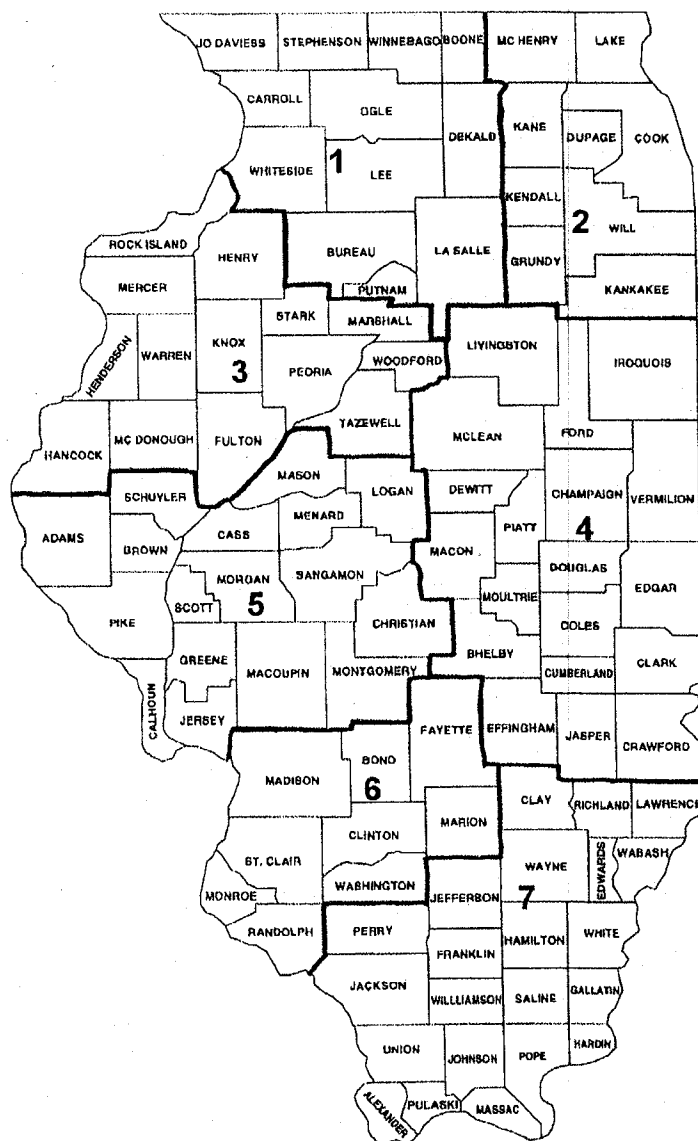
Bruce Yurdin, FOS Manager
Phone: 217/782-3362 Fax: 217/785-1225

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

National Pollutant Discharge Elimination System (NPDES)
Contractor Certification Statement

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

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: **151st Street**

Limits: **Vincennes Road to 2nd Avenue**

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) 603-1600-01/ Fax (312) 603-9945

National Pollutant Discharge Elimination System (NPDES)
Soil Erosion and Sediment Control – Inspection Report

Road: 151st Street

Section Number: 13-23932-01-RP

Limits: Vincennes Road to 2nd Avenue

Date of Inspection: _____

Type of Inspection: weekly after recent rainfall

Name of Inspector: _____

Time of Inspection: _____

Stage of Construction/Active work at time of inspection:

- | | | |
|---|--|---------------------------------------|
| <input type="checkbox"/> Pre-Construction Plan Review | <input type="checkbox"/> Trenching | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Clearing and Grubbing | <input type="checkbox"/> Sewer Installation | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Rough Grading | <input type="checkbox"/> Paving | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Finishing Grade | <input type="checkbox"/> Final Stabilization | <input type="checkbox"/> _____ |

All temporary ditch checks have been installed as shown on plans Yes No

Perimeter 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 Contractor: _____ (date/time)

Location: _____ Type of BMP: _____ Repair must occur by: _____
Describe correction to be made by Contractor: _____ (date/time)

Location: _____ Type of BMP: _____ Repair must occur by: _____
Describe correction to be made by Contractor: _____ (date/time)

Notification to Contractor 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 Contractor 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

National Pollutant Discharge Elimination System (NPDES)
Stormwater Pollution Prevention Plan

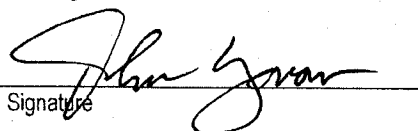
John Yonan, P.E.

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

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

I certify that under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.


Signature

8/26/14
Date

Superintendent of Transportation and Highways
Title

Road Name: **151st Street**

Limits: **Vincennes Road to 2nd Avenue**

Section Number: **13-23932-01-RP**

Location: **Village of Phoenix, Village of Harvey**

County: **Cook**

1. SITE DESCRIPTION

The following is a description of the construction activity which is the subject of this plan:

This project will consist of reconstruction of the existing three lane bituminous pavement to a three lane 10 inch jointed concrete pavement and shall include concrete curb and gutter removal and replacement, drainage additions and adjustments, pavement marking, signing, landscaping, traffic control and protection. Watermain replacement work is included also.

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 2.2 (acres).

The total area of the site expected to be disturbed by excavation, grading, or other soil breaking activities is 2.0 (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

Urban Land

- Milford-Martinton complex, 0-2% slopes
- _____
- _____
- _____

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: Village of Phoenix storm sewer system at Sta. 6+00, 9+00, 13+00

The proposed improvements are located within the Little Calumet River watershed
_____ sub-watershed.

The primary storm water discharge points are as follows:

Sta. 6+00	Description: <u>Village storm sewer system at Halsted st.</u>
Sta. 9+00	Description: <u>Village storm sewer system at 1st Ave.</u>
Sta. 13+00	Description: <u>Village storm sewer system at 2nd Ave</u>
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 201.05 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 or the end of each ½ in. or greater rainfall event, or an equivalent snowfall (5 in.).

Inspection procedures shall be followed as outlined below.

INSPECTIONS

Qualified personnel shall inspect disturbed areas of the construction site which have not been fully stabilized, structural control measures, and locations where vehicles enter or exit the site. Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is ½ in. or greater rainfall or equivalent snowfall (5 in.).

Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of offsite sediment tracking.

Based on the results of the inspection, the description of potential pollutant sources identified in section a) above and pollution prevention measures identified in section a) above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 24 hours following the inspection (a mark-up plan showing accurate locations and types of BMPs used must be kept.)

A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution plan, and actions taken in accordance with section b) shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI G of the general permit.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of non-compliance, actions which were taken to prevent any further causes of non-compliance, and a statement detailing any environmental impact which may have resulted from the non-compliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit. The report of non-compliance shall be mailed to the following address:

Illinois Environmental Pollution Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, IL 62794-9276

NON-STORM WATER DISCHARGES

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in the plans are described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge.

The only source of non-storm water discharge within the project limits will be from watering of seeding or for erosion control and landscaping purposes.

EVIDENCE OF COMPLIANCE WITH OTHER LAWS

Endangered Species Act

As part of the Biological Resource Review for the project, an evaluation of habitat for federally listed endangered and threatened species was conducted by the U.S. Fish and Wildlife Service. No suitable habitat for species listed as occurring in Cook County was found to be present.

National Historic Properties Act of 1966

A cultural resource review was made for this project as part of the planning process. It included research and documentation concerning historical and archeological resources and sites, and a field archeological survey. The project received concurrence from the Illinois State Historic Preservation Officer that no historic properties subject to protection under Section 106 of the National Historic Preservation Act of 1966, as amended, will be affected by the proposed construction activities.

State Endangered and Threatened Species

The 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
SODDING**

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

252.09 Supplemental Watering. Revise the third sentence to read:

When the supplemental watering is specified on the plans, the water shall be applied at the total rate of 10 gallons per square yard (45 liters per square meter) within 24 hours of notice.

252.11 Inspection. Revise the first paragraph to read:

The Contractor shall notify the Cook County Department of Transportation and Highways of the localities from which the sod is to be obtained so that an authorized representative of the Transportation and Highways Department can inspect the field for approval. All sod shall be fresh and green when delivered. Any sod that is dried out, burned, brown or inferior in quality to the approved sod field, or in any way fails to meet the requirements of the specifications, will be rejected and removed from the job immediately and shall be replaced with suitable sod at the Contractor's expense.

To insure the delivery of suitable field sod, three weeks before cutting, the Contractor or the Supplier shall apply sufficient weed killer to eradicate existing common weeds. Seven days after the weed killer is applied, sufficient fertilizer shall be spread over the field to insure green sod prior to any delivery.

Only 2 year growing season or older approved nursery grown sod shall be placed on parkways and median strips adjacent to residential property, parks or other special areas as designated by the Engineer.

**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.

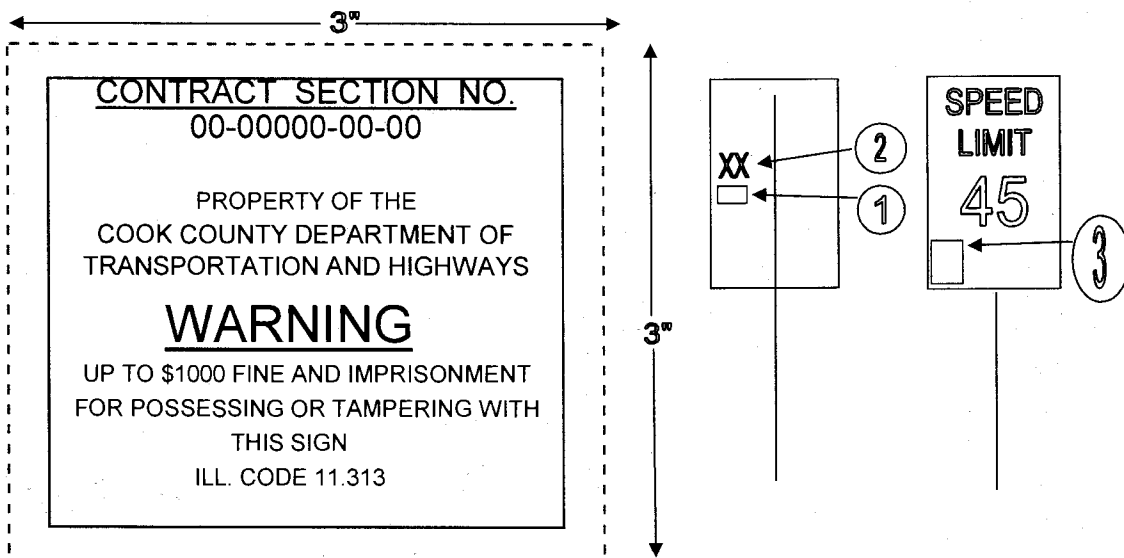
All posts will be of sufficient length to allow a 7 foot clear-height in urban areas and a 5 foot clear-height in rural areas, or as directed by the Engineer (bottom of panel to elevation of edge of pavement). The tops of all posts shall be nearly flush with the top of the sign and shall not protrude 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
SIGN IDENTIFICATION DECAL**

1. The identification decal shall have an Orange background with Black legend. The material may be of non-reflectORIZED or reflectORIZED sign face with weatherproof adhesive backing. The decal shall be applied as per drawing to the back side of all sign panels installed, replaced or relocated.
2. A decal of 3" series D numerals representing the last two digits of the year in which NEW sign was first installed shall be applied on the back of the sign and just above the identification decal. The numerals shall be of the Orange color.
3. As shown in the drawing, wording 'CCDOTH XX-XX' 3/8" high shall be stenciled at the bottom left of the sign face where XX-XX represents the month and year of NEW sign fabrication.

The cost of the material and labor for applying the decals and year identification numerals shall be considered as incidental to the Contract. A finished sample of the decals shall be submitted to the Engineer for approval prior to application.



SPECIAL PROVISION FOR TRAFFIC PROTECTION

General. This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic and protecting workers during the construction or maintenance of this improvement.

Traffic protection shall be provided as called for in the plans, these Special Provisions, applicable Traffic Control Highway Standards, applicable sections of the Standard Specifications, or as directed by the Engineer.

The governing factor in the execution and staging of work for this project is to provide the motoring public with the safest possible travel conditions along the roadway through or around the construction zone. The Contractor shall arrange his operations to keep the closing of any lane of the roadway to a minimum. Where the traffic of any building in the area of the proposed improvement is of an emergency nature, such as Hospital, Fire or Police Station traffic, the Contractor shall provide for free movement of such traffic during the course of construction.

Traffic Control Devices include signs and their supports, signals, pavement markings and markers, traffic cones, barricades with sand bags, plastic drums, channelizing devices, warning lights, arrow boards, flaggers, or any other device used for the purpose of regulating, detouring, warning or guiding traffic through or around the construction zone, including required devices and marking approaching and departing the construction zone.

The Contractor is required to conduct routine inspections of the worksite at a frequency that will allow for the prompt replacement of any traffic control device that has become displaced, worn or damaged to the extent that it no longer conforms to the shape, dimensions, color and operational requirements of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), the Traffic Control Standards and the "Quality Standard for Work Zone Traffic Control Devices" issued by the Illinois Department of Transportation or will no longer present a neat appearance to motorists. A sufficient quantity of replacement devices, based on vulnerability to damage, shall be readily available to meet this requirement.

The Contractor shall be responsible for the proper location, installation and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall immediately remove, cover or turn from the view of the motorists all traffic control devices which are inconsistent with detour or lane assignment patterns and conflicting conditions during the transition from one construction stage to another. When the Contractor elects to cover conflicting or inappropriate signing, materials used shall totally block out reflectivity of the sign and shall cover the entire sign. The method used for covering the signing shall meet with the approval of the Engineer.

The Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all traffic control devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor. All

traffic control devices shall remain in place until specific authorization for relocation or removal is received from the Engineer.

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

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

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

Signs. All signs except those referring to daily lane closures shall be post mounted in accordance with Standard 701901 for all projects that exceed four days.

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

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

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

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

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

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

The Contractor shall provide and erect any other signs that are required for traffic safety operations and the conveyance of traffic information to the motorist, which may not be included in the Traffic Control

Standards. The requirement for these signs shall be determined by and installed at the direction of the Engineer.

Barricades: Any drop off greater than 3 inches, but less than 6 inches within 8 feet of the pavement edge shall be protected by Type I or II barricades equipped with mono-directional steady burn lights at 100 foot center to center spacing. If the drop off within 8 feet of the pavement edge exceeds 6 inches, the barricades mentioned above shall be placed at 50 foot center to center spacing. Barricades that must be placed in excavated areas shall have leg extensions installed such that the top of the barricade is in compliance with the height requirements of Standard 701901. In addition to the placement of barricades as described above, pavement drop off signs (W8-9a) shall be used along with the barricades and at the direction of the Engineer.

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

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

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

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

Temporary Concrete Barrier Vertical Panels and Lights. Whenever temporary concrete barrier is specified in the plans, vertical panels and steady burning lights meeting the requirement of Articles 1106.01 and 1106.02 of the Standard Specifications and Standard 701901 shall be installed on the barrier at 50 foot centers minimum or at the spacing shown on the plans. The method of mounting shall be approved by the Engineer. Upon conclusion of the work, the panels and lights shall be removed and shall remain the property of the Contractor.

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

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

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

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

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

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

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

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

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

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

No road closures or restrictions shall be permitted except those covered by the Traffic Control Highway Standards without written approval by the Engineer.

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

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

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

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

Method of Measurement. Delete: Article 701.19 Method of Measurement

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

Basis of Payment. Delete: Article 701.20 Basis of Payment

This work will be paid for at the lump sum price for TRAFFIC PROTECTION, which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to furnish, install, maintain, replace, relocate and remove all traffic control devices when required, such as signing, arrow boards, barricades, plastic drums, road closures, temporary pavement marking paint and tape lines and letters and symbols (Section 780 and Article 1095.02 of the Standard Specifications), temporary concrete barrier vertical panels and lights (Standard 701901), flexible delineators (Standard 701901), prismatic barrier reflectors (Sections 782 and 1097 of the Standard Specifications), temporary raised reflective pavement markers (Section 781 and Article 1096.02 of the Standard Specifications) and all traffic control devices indicated in the plans and specifications. The salvage value of all material removed (including existing traffic signs - when removal is required) shall be reflected in the bid price for this item.

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

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

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

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

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

Where "P" is the contract price for Traffic Protection

Where "X" = (Difference between original and final sum total value of all the work items for which protection is required) divided by (Original sum total value of all work items for which traffic protection is required)

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

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

**SPECIAL PROVISION
FOR
PROJECT SIGNS PLAQUE**

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

**SPECIAL PROVISION
FOR
WATER MAIN REMOVAL**

The Contractor shall remove water main at the locations indicated on the plans.

This work shall be performed in accordance with the applicable requirements of Section 551 of the Standard Specifications except as modified herein.

Basis of Payment: This work, including the removal of the water main, disposal of the pipe and the associated trench backfill needed to bring the trench up the appropriate grade before restoration shall be paid for at the contract unit price bid per FOOT for WATER MAIN REMOVAL, 6 IN and WATER MAIN REMOVAL, 12 IN.

**SPECIAL PROVISION
FOR
STORM SEWER (DUCTILE IRON PIPE) 6 IN**

Description. This work shall consist of constructing storm sewer of the required inside diameter with necessary fittings, laid, bedding and backfilled and conforming to the lines and grades shown on the plans or furnished by the Engineer.

Materials. Storm sewer as specified shall be Ductile Iron, push type or mechanical joint, as required by the owner, conforming to AWWA Specification C-151 and shall be cement lined in accordance with AWWA Specification C-104.

Construction Methods. Construction methods shall be in conformance with Section 550 of the Standard Specifications for Road and Bridge Construction trench backfill shall not be included in the unit price bid for storm sewer but shall be paid for separately.

Method of Measurement. This work shall be measured for payments in place in feet (meters).

Trench backfill will be measured for payment according to Article 208.03.

Basis of Payment. This work shall be paid for at the contract unit prices per foot for STORM SEWER (DUCTILE IRON PIPE) of the size designated, which shall include all labor, material and equipment necessary for excavating, installing the sewer as herein specified.

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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 (Eff. 2-1-69)(Rev. 1-1-10)	149
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	152
3	<input type="checkbox"/> EEO (Eff. 7-21-78) (Rev. 11-18-80)	153
4	<input type="checkbox"/> Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	163
5	<input type="checkbox"/> Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	168
6	<input type="checkbox"/> Asbestos Bearing Pad Removal (Eff. 11-1-03)	173
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	174
8	<input type="checkbox"/> Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	175
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	176
10	<input type="checkbox"/> Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	179
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	182
12	<input type="checkbox"/> Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	184
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	188
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	190
15	<input type="checkbox"/> PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	191
16	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	193
17	<input type="checkbox"/> Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	194
18	<input type="checkbox"/> PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	196
19	<input type="checkbox"/> Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	197
20	<input type="checkbox"/> Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	198
21	<input type="checkbox"/> Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	202
22	<input type="checkbox"/> Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	204
23	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	206
24	<input type="checkbox"/> Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	208
25	<input type="checkbox"/> Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	209
26	<input type="checkbox"/> English Substitution of Metric Bolts (Eff. 7-1-96)	210
27	<input type="checkbox"/> English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	211
28	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	212
29	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	213
30	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-14)	216
31	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-14)	224
32	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	240
33	<input type="checkbox"/> Pavement Marking Removal (Eff. 4-1-09)	242
34	<input type="checkbox"/> Preventive Maintenance – Bituminous Surface Treatment (Eff. 1-1-09) (Rev. 1-1-12)	243
35	<input type="checkbox"/> Preventive Maintenance – Cape Seal (Eff. 1-1-09) (Rev. 1-1-12)	249
36	<input type="checkbox"/> Preventive Maintenance – Micro-Surfacing (Eff. 1-1-09) (Rev. 1-1-12)	264
37	<input type="checkbox"/> Preventive Maintenance – Slurry Seal (Eff. 1-1-09) (Rev. 1-1-12)	275
38	<input type="checkbox"/> Temporary Raised Pavement Markers (Eff. 1-1-09) (Rev. 1-1-14)	285
39	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam (Eff. 1-1-09) (Rev. 1-1-12)	286

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State of Illinois
Department of Transportation

**SPECIAL PROVISION
FOR
QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES**

Effective: April 1, 1992
Revised: January 1, 2015

Add the following to Section 1020 of the Standard Specifications:

"1020.16 Quality Control/Quality Assurance of Concrete Mixtures. This Article specifies the quality control responsibilities of the Contractor for concrete mixtures (except Class PC and PS concrete), cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Article 1020.16(g), Schedule D.

A Level I Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete testing.

A Level II Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete proportioning.

A Level III Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete mix design.

A Concrete Tester shall be defined as an individual who has successfully completed the Department's training to assist with concrete testing and is monitored on a daily basis.

Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving aggregate production and mixtures.

Mixture Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving mixtures.

Gradation Technician shall be defined as an individual who has successfully completed the Department's training to assist with gradation testing and is monitored on a daily basis.

- (a) Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

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The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design". Production of a mixture shall not begin until the Engineer provides written approval of the laboratory. The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" forms BMPR PCCQ01 through BMPR PCCQ09.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

- (b) Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

- (c) Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects

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and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

- (1) **Personnel Requirements.** The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio, or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer, or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing, and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the Level I PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the

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Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement. However, the Level II PCC Technician may request to be available if operations are satisfactory. Approval shall be obtained from the Engineer, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

- (2) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Article 1020.16(g) Schedule A.
- (3) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing, the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Article 1020.16(g), Schedule B.
- (d) Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing are indicated in Article 1020.16(g), Schedule C.
- (1) Strength Testing. For strength testing, Article 1020.09 shall apply, except the Contractor and Engineer strength specimens may be placed in the same field curing box for initial curing and may be cured in the same water storage tank for final curing.

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- (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will be considered reasonable if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620 kPa)
Slump Flow (Self-Consolidating Concrete (SCC))	1.5 in. (40 mm)
Visual Stability Index (SCC)	Not Applicable
J-Ring (SCC)	1.5 in. (40 mm)
L-Box (SCC)	10 %
Hardened Visual Stability Index (SCC)	Not Applicable
Dynamic Segregation Index (SCC)	1.0 %
Flow (Controlled Low-Strength Material (CLSM))	1.5 in. (40 mm)
Strength (CLSM)	40 psi (275 kPa)
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

(3) Test Results and Specification Limits.

- a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits and the other party is within specification limits, immediate retests on a split sample shall be performed for slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength or hardened visual stability index test result is a failure and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:
 1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.

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2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, and jobsite flow (CLSM), if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03. If the mixture has already been placed, or if a failing strength or hardened visual stability index test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1., 2., and 3.

- b. Independent Sample Testing. For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, jobsite flow (CLSM), if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03. If the mixture has already been placed or the Engineer obtains a failing strength or hardened visual stability index test result, the material will be considered unacceptable.
- (e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:
- (1) The Contractor's compliance with all contract documents for quality control.
 - (2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.

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- (3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

(f) Documentation.

- (1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form BMPR MI504, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form BMPR MI504, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer for applicable pay items.

- (2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial revolution counter reading (final reading optional) at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.

- (g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

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SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	IL Modified AASHTO, IL Modified ASTM, or Illinois Test Procedure ^{1/}
Aggregates (Arriving at Plant)	Gradation ^{2/}	As needed to check source for each gradation number	ITP 2, ITP 11, ITP 27, and ITP 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation ^{2/}	2500 cu yd (1900 cu m) for each gradation number ^{3/}	ITP 2, ITP 11, ITP 27, and ITP 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture ^{4/} , Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pycnometer Jar, or ITP 255
	Moisture ^{4/} , Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pycnometer Jar, or ITP 255
Mixture ^{5/}	Slump Air Content Unit Weight / Yield Slump Flow (SCC) Visual Stability Index (SCC) J-Ring (SCC) ^{6/} L-Box (SCC) ^{6/} Temperature	As needed to control production	R 60 and T 119 R 60 and T 152 or T 196 R 60 and T 121 ITP SCC-1 and ITP SCC-2 ITP SCC-1 and ITP SCC-2 ITP SCC-1 and ITP SCC-3 ITP SCC-1 and ITP SCC-4 R 60 and ASTM C 1064
Mixture (CLSM) ^{7/}	Flow Air Content Temperature	As needed to control production	ITP 307

1/ Refer to the Department's "Manual of Test Procedures for Materials".

2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.

3/ One per week (Sunday through Saturday) minimum, unless the stockpile has not received additional aggregate material since the previous test.

One per day minimum for a bridge deck pour, unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.

4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests. The Department's "Water/Cement Ratio Worksheet" form (BMPPR PCCW01) shall be completed, when applicable.

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- 5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO R 60, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318.

The Contractor may also perform other available self-consolidating concrete (SCC) tests at the plant to control mixture production.

- 6/ The Contractor shall select the J-Ring or L-Box test for plant sampling and testing.
- 7/ The Contractor may also perform strength testing according to ITP 307.

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SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant ^{2/}	IL Modified AASHTO, IL Modified ASTM, or Illinois Test Procedure
Pavement, Shoulder, Base Course, Base Course Widening, Driveway Pavement, Railroad Crossing, Cement Aggregate Mixture II	Slump ^{3/ 4/}	1 per 500 cu yd (400 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 100 cu yd (80 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 1250 cu yd (1000 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Bridge Approach Slab ^{9/} , Bridge Deck ^{9/} , Bridge Deck Overlay ^{9/} , Superstructure ^{9/} , Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Slump ^{3/ 4/}	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Seal Coat	Slump ^{3/}	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 250 cu yd (200 cu m) or minimum 1/day when air is entrained	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 250 cu yd (200 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23

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CONTRACTOR JOBSITE SAMPLING & TESTING ^{1/}			
Curb, Gutter, Median, Barrier, Sidewalk, Slope Wall, Paved Ditch, Fabric Formed Concrete Revetment Mat ^{10/} , Miscellaneous Items, Incidental Items	Slump ^{3/ 4/}	1 per 100 cu yd (80 cu m) or minimum 1/day	R 60 and T 119
	Air Content ^{3/ 5/ 6/}	1 per 50 cu yd (40 cu m) or minimum 1/day	R 60 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	1 per 400 cu yd (300 cu m) or minimum 1/day	R 60, T 22 and T 23 or R 60, T 177 and T 23
Items Using Self- Consolidating Concrete	Slump Flow ^{3/} VSI ^{3/} J-Ring ^{3/ 11/} L-Box ^{3/ 11/}	Perform at same frequency that is specified for the Item's slump	ITP SCC-1 & ITP SCC-2 ITP SCC-1 & ITP SCC-2 ITP SCC-1 & ITP SCC-3 ITP SCC-1 & ITP SCC-4
	HVSI ^{12/}	Minimum 1/day at start of production for that day	ITP SCC-1 and ITP SCC-6
	Dynamic Segregation Index (DSI)	Minimum 1/week at start of production for that week	ITP SCC-1 and ITP SCC-8 (Option C)
	Air Content ^{3/ 5/ 6/}	Perform at same frequency that is specified for the Item's air content	ITP SCC-1 and T 152 or T 196
	Compressive Strength ^{7/ 8/} or Flexural Strength ^{7/ 8/}	Perform at same frequency that is specified for the Item's strength	ITP SCC-1, T 22 and T 23 or ITP SCC-1, T 177 and T 23
All	Temperature ^{3/}	As needed to control production	R 60 and ASTM C 1064
Controlled Low- Strength Material (CLSM)	Flow, Air Content, Compressive Strength (28-day) ^{13/} , and Temperature	First truck load delivered and as needed to control production thereafter	ITP 307

1/ Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer, if requested by the Contractor. However, quality control personnel are still required according to Article 1020.16(c)(1). The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing

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procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.

If the Contractor's or Engineer's test result for any jobsite mixture test is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

- 2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. For self-consolidating concrete, the construction items shall have the same slump flow, visual stability index, J-Ring, L-Box, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.

One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.

- 3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. For self-consolidating concrete, the temperature, slump flow, visual stability index, J-Ring or L-Box, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (38 cu m) is pumped, or an additional 100 cu yd (76 cu m) is transported by conveyor. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is greater than 3.0 percent, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors, and corrected air contents. The corrected air content shall be reported on form BMRP MI654.
- 6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9, or 8.0 percent, the next truck shall be tested by the Contractor.

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- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm). Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
- 8/ In addition to the strength test, a slump test, air content test, and temperature test shall be performed on the same sample. For self-consolidating concrete, a slump flow test, visual stability index test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample as the strength test. For mixtures pumped or conveyed, the Contractor shall sample according to Illinois Modified AASHTO R 60.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.
- 11/ The Contractor shall select the J-Ring or L-Box test for jobsite sampling and testing.
- 12/ In addition to the hardened visual stability index (HVSI) test, a slump flow test, visual stability index (VSI) test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample. The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.
- 13/ The test of record for strength shall be the day indicated in Article 1019.04. In addition to the strength test, a flow test, air content test, and temperature test shall be performed on the same sample. The strength test may be waived by the Engineer if future removal of the material is not a concern.

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SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.
Jobsite	Slump, Air Content, Slump Flow, Visual Stability Index, J-Ring, L-Box, Hardened Visual Stability Index, Dynamic Segregation Index, and Strength	As determined by the Engineer.
	Flow, Air Content, Strength (28-day), and Dynamic Cone Penetration for Controlled Low-Strength Material (CLSM)	As determined by the Engineer

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING ^{2/}		
Location	Measured Property	Testing Frequency ^{1/}
Plant	Gradation of aggregates stored in stockpiles or bins	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump, Air Content, Slump Flow (SCC), Visual Stability Index (SCC), J-Ring (SCC), and L-Box (SCC)	As determined by the Engineer.
Jobsite	Slump, Air Content ^{3/} , Slump Flow, Visual Stability Index, J-Ring and L-Box	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Hardened Visual Stability Index	As determined by the Engineer.
	Dynamic Segregation Index	As determined by the Engineer.
	Strength	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Flow, Air Content, and Strength (28-day) for Controlled Low-Strength Material (CLSM)	As determined by the Engineer.

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- 1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
- 2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.
- 3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

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SCHEDULE D

CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

- (a) Model Quality Control Plan for Concrete Production (*)
- (b) Qualifications and Duties of Concrete Quality Control Personnel (*)
- (c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (*)
- (d) Required Sampling and Testing Equipment for Concrete (*)
- (e) Method for Obtaining Random Samples for Concrete (*)
- (f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09) (*)
- (g) Water/Cement Ratio Worksheet (BMPR PCCW01) (*)
- (h) Field/Lab Gradations (BMPR MI504) (*)
- (i) Concrete Air, Slump and Quantity (BMPR MI654) (*)
- (j) P.C. Concrete Strengths (BMPR MI655) (*)
- (k) Aggregate Technician Course or Mixture Aggregate Technician Course (*)
- (l) Portland Cement Concrete Tester Course (*)
- (m) Portland Cement Concrete Level I Technician Course - Manual of Instructions for Concrete Testing (*)
- (n) Portland Cement Concrete Level II Technician Course - Manual of Instructions for Concrete Proportioning (*)
- (o) Portland Cement Concrete Level III Technician Course - Manual of Instructions for Design of Concrete Mixtures (*)
- (p) Manual of Test Procedures for Materials

* Refer to Appendix C of the Department's "Manual of Test Procedures for Materials" for more information.

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√	Folder	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 01/01/07
	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 11/01/13
	DES\	Bit_Coated_Agg_Slopedwall.doc	Bituminous Coated Aggregate Slopedwall	E 01/01/07
	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(D1).docx		
	DES\	CTA_Flag_Coordination.doc	CTA Flagging and Coordination	E 05/14/98 R 08/27/09
	DES\	Drain_Inlet_Prot_Undr_Traff(D1).d oc	Drainage And Inlet Protection Under Traffic (D-1)	E 04/01/11 R 04/02/11
	DES\	EGA_Modified_HMA.doc	HMA Mixtures, EGA Modified Performance Graded (PG) Asphalt Binder	E 03/16/09
	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
	DES\	Ext Life Concr Pvmnt (D1).doc	Extended Life Concrete Pavement (30 Year) (D-1)	E 01/03/05 R 09/01/12
	DES\	FineAggHMA(D1) Jan 1 2012.doc	Fine Aggregate for Hot-Mix Asphalt (HMA)(D-1)	E 05/01/07 R 01/01/12
	DES\	Frict_Agg(D1).doc	Friction Surface Aggregate (D-1)	E 01/01/11 R 11/01/13
	DES\	Grade_Shape_Shldr.doc	Grading and Shaping Shoulders	E 12/28/01 R 01/01/07
	DES\	GTR Modified Binder(D-1).doc	Ground Tire Rubber (GTR) Modified Asphalt Binder (D-1)	E 06/29/06 R 01/01/13
√	DES\	Heat of Hydration Ctrl (D1).doc	Heat of Hydration Control (D-1)	E 11/01/13
	DES\	HMA IL 4.75 D1.doc	HMA Mixture IL-4.75 (D-1)	E 01/01/07 R 11/01/13
	DES\	HMA Mix Des Reqmts(D-1).doc	HMA Mixture Design Requirements (D-1)	E 01/01/13 R 11/01/13
	DES\	HMA PFP - Jobsite Sampling.doc	HMA - PFP Using Percent Within Limits - Jobsite Sampling(BMPR)	E 04/04/08 R 12/01/13
	DES\	HMA- Prime Coat (D-1).doc	Hot-Mix Asphalt - Prime Coat (D-1)	E 11/01/09 R 04/01/14
	DES\	LightwtCellularConcFill(D1).doc	Lightweight Cellular Concrete Fill (D-1)	E 11/11/01 R 02/28/13
	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 11/01/13

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√	DES\	RECLAIMED WATER.doc	Reclaimed Water (D-1)	E 12/01/13
	DES\	SMA_(D1).doc	Stone Matrix Asphalt (SMA)(D-1)	E 04/01/97 R 11/01/13
	DES\	Status_Utility_Adj-90day.doc		
	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

Bureau of Electrical Special Provisions

	ELEV	General_Electrical_Provisions_2012.doc	General Electrical Requirements GPS	E 1/1/2012
	ELEV	HPS_Underpass_2012.doc	Underpass Luminaire, HPS, Stainless Steel Housing	E 1/1/2012
	ELEV	Junction_Box_Embedded_2012.doc	Junction Box Embedded in Structure	E 1/1/2012
	ELEV	Lighting_Controller_SCADA_2012.doc	Lighting Controller, Radio Control, Duplex, Console Type	E 1/1/2012
	ELEV	Lighting_Maint_2012.doc	Maintenance of Lighting Systems	E 1/1/2012
	ELEV	Light_Tower_2012.Doc	Light Tower	E 1/1/2012
	ELEV	Luminaire_2012.doc	Luminaire	E 1/1/2012
	ELEV	Luminaire_safety_cable_2012.DOC	Luminaire Safety Cable Assembly	E 1/1/2012
	ELEV	Protect_Underpass_LightingSystem_2012.doc	Protect & Maintain Underpass luminaires	E 1/1/2012
	ELEV	Raceway_Exposed_2012.DOC	Exposed Raceways	E 1/1/2012
	ELEV	Raceway_Underground_2012.DOC	Underground Raceways	E 1/1/2012
	ELEV	Service_Connection_2012.doc	Electric Utility Service Connection (ComEd)	E 1/1/2012
	ELEV	Service_Install_2012.doc	Electric Service Installation	E 1/1/2012
	ELEV	Temp_light_SingleLaneStg_2012.doc	Temporary Lighting For Single Lane Staging	E 01/01/2012
	ELEV	Temp_pole_install_2012.DOC	Temporary Wood Pole, Install Only	E 1/1/2012
	ELEV	Unit_Duct_2012.DOC	Unit Duct	E 1/01/2012
	ELEV	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 06/10/94 R 01/01/07
	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 07/12/94 R 10/15/11
	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 04/18/14
	GBS\	gbsp21.doc	Cleaning and Painting Contact Surfaces of Existing Steel Structures	E 05/15/91 R 05/18/11
	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 05/15/95 R 10/30/12
	GBS\	GBSP30.doc	Bridge Deck Latex Concrete Overlay	E 05/15/95 R 01/18/11
	GBS\	gbsp31.doc	Bridge Deck HRM Concrete Overlay	E 01/21/00 R 10/30/12
	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 04/18/14
	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

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GBS\	GBSP38.doc	Mechanically Stabilized Earth Retaining Walls	E 02/03/99 R 04/18/14
GBS\	GBSP42.doc	Drilled Soldier Pile Retaining Wall	E 09/20/01 R 01/03/14
GBS\	GBSP43.doc	Driven Soldier Pile Retaining wall	E 11/13/02 R 01/03/14
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 04/18/14
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 04/18/14
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 08/17/12
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 01/03/14
GBS\	gbsp67.doc	Structural Assessment Reports for Contractor's Means and Methods	E 03/06/09
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 01/18/11 R 10/15/11
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\	index.doc	GBSP Check Sheet	E 04/18/14

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&REPL.doc	Approach Slab Removal & Replacement	E 12/28/01 R 01/01/07
MNT1\	APSLRP.DOC	Approach Slab Repair	E 03/13/97 R 09/25/09
MNT1\	Bmstrt.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\	Fldrex.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\	heatscarify_Jan 1 2012.doc	Pavement Rehabilitation by Hot In-Place Recycling	E 07/11/03 R 01/01/12
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

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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\	JKRPBR.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\	Keywyrp.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 beam replacement; No SE req'd]	E 06/16/92 R 04/22/03
MNT1\	Tmpsh2.doc	Temporary Shoring and Cribbing [for use w/longitudinal joint. closure on slab bridges]	E 07/27/94 R 03/11/03
MNT1\	TMPSH3.DOC	Temporary Shoring and Cribbing [Use during Pile Repair]	E 07/16/92 R 03/11/03
MNT1\	TMPSH4.DOC	Temporary Shoring and Cribbing [Use to support Beams over substructure repair]	E 7/16/92 R 10/17/11
MNT1\	TMPSH5.DOC	Temporary Shoring and Cribbing [Support Slab Bridge during Joint reconstruction]	E 07/16/92 R 03/11/03
MNT1\	TMPSH6.DOC	Temporary Shoring and Cribbing [support effected beam during beam end repairs]	E 10/22/04 R 11/09/04
MNT1\	TMPSLB.DOC	Temporary Slab Support System [use with beam replacement]	E 07/27/94 R 03/11/03
MNT1\	TMPSP1.DOC	Temporary Support System [Use for Pin & Link Replacement]	E 11/20/95 R 04/04/97
MNT1\	TMPSP2.DOC	Temporary Support System [Use if Pins over RR]	E 11/20/95 R 03/11/03
MNT1\	Work_Zone_Traff_Ctrl(D1-M).doc	Work Zone Traffic Control (D-1 Maintenance)	E 05/30/96 R 06/15/10
MNT2\	COARSE SAND PLACEMENT.doc	Coarse Sand Placement	E 02/07/07
MNT2\	GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING.doc	General Requirements For Weed Control Spraying	E 02/07/07
MNT2\	MULCH PLACEMENT FOR WOODY PLANTS.doc	Mulch Placement For Woody Plants	E 02/07/07
MNT2\	Pruning-safety.doc	Pruning For Safety And Equipment Clearance	E 10/31/06
MNT2\	SELECTIVE CLEARING.doc	Selective Clearing	E 02/08/07

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MNT2\	WEED CONTROL PRE-EMERGENT GRANULAR HERBICIDE.doc	Weed Control, Pre-Emergent Granular Herbicide	E 07/29/02 R 02/07/07
MNT2\	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL.doc	Weed Control, Non-Selective And Non-Residual	E 02/07/07
MNT2\	WEED CONTROL, TEASEL (POUND).doc	WEED CONTROL, TEASEL (POUND)	E 02/07/07

Bureau of Traffic Special Provisions

TRF\	7030001T.DOC	Type Iii Temporary Tape For Wet Conditions	E 02/01/11
TRF\	8500002T.DOC	Full-Actuated Controller And Cabinet (Special)	E 1/1/02 Rev 1/1/07
TRF\	8500003T.DOC	Master Controller (Special)	E 01/01/97 R 01/01/07
TRF\	8500004T.DOC	Full-Actuated Controller (Special)	E 9/26/95 Rev 1/1/07
TRF\	8500005T.DOC	Modify Existing Type "D" Foundation	E 01/01/97 R 01/01/07
TRF\	8500006T.DOC	Rebuild Existing Handhole	E 01/01/97 R 01/01/07
TRF\	8500007T.DOC	Rebuild Existing Handhole To Heavy-Duty Handhole	E 01/01/97 R 01/01/07
TRF\	8500008T.DOC	Relocate Existing Emergency Vehicle Priority System, Detector Unit	E 10/01/97 R 01/01/07
TRF\	8500009T.DOC	Confirmation Beacon	E 01/01/02 R 01/01/07
TRF\	8500010T.DOC	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	E 01/01/02 R 01/01/07
TRF\	8500011T.DOC	Detector Loop Replacement/ Installation On Resurfacing/Patching	E 01/01/85 R 01/01/07
TRF\	8500012T.DOC	Flashing Beacon Installation	E 01/01/07
TRF\	8500014T.DOC	Rr Full-Actuated Controller And Cabinet (Special)	E 1/1/07
TRF\	8500015T.DOC	Rr Full-Actuated Controller And Cabinet	E 1/1/07
TRF\	9010001X.DOC	Keeping The Expressway Open To Traffic	E 03/22/96 R 02/13/14
TRF\	9010002X.DOC	Failure To Open Traffic Lanes To Traffic	E 03/22/96 R 02/09/05
TRF\	9010003X.doc	Traffic Control And Protection (Expressways)	E 03/08/96 R 02/13/14
TRF\	9010004X.DOC	Traffic Control Surveillance (Expressways)	E 10/25/95 R 01/09/98
TRF\	9010005X.DOC	Traffic Control Surveillance (Special)	E 10/25/95 R 01/01/07
TRF\	9010006X.DOC	Temporary Information Signing	E 11/13/96 R 01/02/07
TRF\	9010009X.DOC	Traffic Control For Work Zone Areas	E 09/14/95 R 01/01/07
TRF\	D1 TS Specs 2012.doc	Traffic Signal Specifications (Dist. 1)	E 01/01/02 R 01/01/12
TRF\	Hot Spray Thermo.doc	45 Mil Hot Spray Thermoplastic Pavement Marking	E 02/28/94 R 12/18/12
TRF\	Keep_Arterials_Open_to_Traffic.doc	Keeping Arterial Roadways Open To Traffic	E 01/22/03 R 01/01/07
TRF\	Sign Shop Drawing Submittal.doc	Sign Shop Drawing Submittal	E 01/01/13

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\	3426l.doc	RAILROAD PROTECTIVE LIABILITY INSURANCE	E 12/01/86 R 01/01/06
ZD&E\	5026l.doc	BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	5048l.doc	BUILDING REMOVAL - CASE II (NON-FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	5049l.doc	BUILDING REMOVAL - CASE III (FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	5053l.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 08/02/11

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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 04/01/09
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 08/01/13
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 07/01/09
ZD&E\	80240.doc	ABOVE GRADE INLET PROTECTION	E 07/01/09 R 01/01/12
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 04/01/2012
ZD&E\	80254.doc	PAVEMENT PATCHING	E 01/01/10
ZD&E\	80261.doc	CONSTRUCTION AIR QUALITY - DIESEL RETROFIT	E 06/01/10 R 01/01/14
ZD&E\	80265.doc	FRICTION AGGREGATE	E 01/01/11
ZD&E\	80274.doc	AGGREGATE SUBGRADE IMPROVEMENT	E 04/01/12 R 01/01/13
ZD&E\	80277.doc	CONCRETE MIX DESIGN - DEPARTMENT PROVIDED	E 01/01/12 R 01/01/14
ZD&E\	80281.doc	QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES	E 01/01/12 R 01/01/14
ZD&E\	80283.doc	REMOVAL DISPOSAL OF REGULATED SUBSTANCES (BDE)	E 01/01/12 R 11/02/12
ZD&E\	80288.doc	WARM MIX ASPHALT	E 01/01/12 R 11/01/13
ZD&E\	80289.doc	WET REFLECTIVE THERMOPLASTIC PAVEMENT MARKING	E 01/01/12
ZD&E\	80292.doc	COARSE AGGREGATE IN BRIDGE APPROACH SLABS/FOOTINGS (BDE)	E 04/01/12 R 04/01/13
ZD&E\	80293.doc	CONCRETE BOX CULVERTS WITH SKEWS > 30 DEGREES AND DESIGN FILLS ≤ 5 FEET	E 04/01/12 R 04/01/14
ZD&E\	80294.doc	CONCRETE BOX CULVERTS WITH SKEWS ≤ 30 DEGREES REGARDLESS OF DESIGN FILL AND SKEWS > 30 DEGREES WITH DESIGN FILLS > 5 FEET	E 04/01/12 R 04/01/14
ZD&E\	80298.doc	PAVEMENT MARKING TAPE TYPE IV	E 04/01/12
ZD&E\	80300.doc	PREFORMED PLASTIC PAVEMENT MARKING TYPE D - INLAID	E 04/01/12
ZD&E\	80301.doc	TRACKING THE USE OF PESTICIDES	E 08/01/12
ZD&E\	80302.doc	WEEKLY DBE TRUCKING REPORTS	E 06/02/12
ZD&E\	80303.doc	GRANULAR MATERIALS	E 11/01/12
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 04/01/14
ZD&E\	80307.doc	SEEDING	E 11/01/12
ZD&E\	80310.doc	COATED GALVANIZED STEEL CONDUIT	E 01/01/13 R 08/01/14
ZD&E\	80311.doc	CONCRETE END SECTIONS FOR PIPE CULVERTS	E 01/01/13
ZD&E\	80315.doc	INSERTION LINING OF CULVERTS	E 01/01/13 R 11/01/13
ZD&E\	80317.doc	SURFACE TESTING OF HOT-MIX ASPHALT OVERLAYS	E 01/01/13
ZD&E\	80318.doc	TRAVERSABLE PIPE GRATE	E 01/01/13 R 04/01/14
ZD&E\	80319.doc	REMOVAL AND DISPOSAL OF SURPLUS MATERIALS	E 11/02/12
ZD&E\	80322.doc	HOT-MIX ASPHALT - MIXTURE DESIGN COMPOSITION AND VOLUMETRIC REQUIREMENTS	E 11/01/13
ZD&E\	80323.doc	HOT-MIX ASPHALT - MIXTURE DESIGN VERIFICATION AND PRODUCTION	E 11/01/13
ZD&E\	80324.doc	LRFD PIPE CULVERT BURIAL TABLES	E 11/01/13 R 04/01/14
ZD&E\	80325.doc	LRFD STORM SEWER BURIAL TABLES	E 11/01/13
ZD&E\	80326.doc	PORTLAND CEMENT CONCRETE EQUIPMENT	E 11/01/13
ZD&E\	80327.doc	REINFORCEMENT BARS	E 11/01/13
ZD&E\	80328.doc	PROGRESS PAYMENTS	E 11/02/13

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ZD&E\	80329.doc	GLARE SCREEN	E 01/01/14
ZD&E\	80330.doc	PAVEMENT MARKING FOR BIKE SYMBOL	E 01/01/14
ZD&E\	80331.doc	PAYROLLS AND PAYROLL RECORDS	E 01/01/14
ZD&E\	80332.doc	PORTLAND CEMENT CONCRETE - CURING OF ABUTMENTS AND PIERS	E 01/01/14
ZD&E\	80333.doc	TRAFFIC CONTROL SETUP AND REMOVAL FREEWAY/EXPRESSWAY	E 01/01/14
ZD&E\	80334.doc	CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH	E 04/01/14 R 08/01/14
ZD&E\	80335.doc	CONTRACT CLAIMS	E 04/01/14
ZD&E\	80336.doc	LONGITUDINAL JOINT AND CRACK PATCHING	E 04/01/14
ZD&E\	80337.doc	PAVED SHOULDER REMOVAL	E 04/01/14
ZD&E\	80338.doc	PORTLAND CEMENT CONCRETE PARTIAL DEPTH HOT-MIX ASPHALT PATCHING	E 04/01/14
ZD&E\	80339.doc	STABILIZED SUBBASE	E 04/01/14
ZD&E\	80340.doc	SPEED DISPLAY TRAILER	E 04/02/14
ZD&E\	80341.doc	COLIABLE NONMETALLIC CONDUIT	E 08/01/14
ZD&E\	80342.doc	MECHANICAL SIDE TIE BAR INSERTER	E 08/01/14
ZD&E\	80343.doc	PRECAST CONCRETE HANDHOLE	E 04/01/14
ZD&E\	80344.doc	RIGID METAL CONDUIT	E 08/01/14
ZD&E\	80345.doc	UNDERPASS LUMINAIRE	E 08/01/14
ZD&E\	80346.doc	WATERWAY OBSTRUCTION WARNING LUMINAIRE	E 08/01/14

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

HEAT OF HYDRATION CONTROL FOR CONCRETE STRUCTURES (D-1)

Effective: November 1, 2013

Article 1020.15 shall not apply.

RECLAIMED WATER (D-1)

Effective: December 1, 2013

General. This specification covers the blending, testing, storing, use of and requirements for reclaimed water in Portland cement concrete.

Material. Reclaimed water shall consist of wash out, runoff, and/or storm water that has been combined with water conforming to Article 1002.01. Reclaimed water meeting the quality requirements of this specification shall be evaluated for acceptance by the Department.

Use. Reclaimed water will only be allowed in Class PV and SI concrete mix designs at a maximum of 20.0% total by weight. Reclaimed water is prohibited in all other concrete class mix designs. This material will only be allowed in work without reinforcing steel only. Dowel bars and tie bars are not considered reinforcing steel.

Reclaimed water shall be weighed or metered separately from water conforming to Article 1002.01 and shall be detailed separately on batch sheets used to document concrete batch weights.

Quality. The reclaimed water shall be clean, clear, and free from sugar. Reclaimed water shall be combined at a 1:4 ratio with water conforming to Article 1002.01 and the combination shall be according to Article 1002.02 except for the following:

“(2) Alkalinity -- 0.1 Normal HCl..... 60 ml max.*
*To neutralize 200 ml sample.”

Water Intake. Reclaimed water shall enter a settling pond before being filtered to remove the necessary amount of solids to meet specifications in Article 1002.02. The intake of the pipeline shall be at a minimum height of 2 ft (600 mm) above the bottom of the reclaimed water settling pond. A properly labeled tank shall be provided for storage of the reclaimed water. The tank is to be separate from water which has been approved by the Illinois Department of Public Health for drinking or household use. The tank may be heated, however the maximum water temperature of the reclaimed water shall not exceed 150 °F (65 °C).

Quality Control and Quality Assurance (QC/QA).

- (a) Quality Control by Contractor. The Contractor shall provide evidence to assure conformance to the standards stated in Article 1002.02 (a) and (b). The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Inability to maintain the reclaimed water within specifications is cause for the Engineer to suspend the use of reclaimed water in concrete until adjustments have been made and the water is within the specifications.

Water samples will be taken on the same date and sampled as follows: three liters from the tank containing water that conforms to Art. 1002.01 and three liters from the filtered tank. Both samples must be submitted to the Department for testing every 4 months and when requested by the Engineer. A state representative must witness the sampling. The results from these samples shall serve as a check to the data provided by the contractor.

One Trial Batch per proposed mix design is required to verify minimum strengths can be achieved as defined in Article 1020.04 of the Standard Provision.

- (b) Quality Assurance by the Engineer. The Engineer will conduct independent assurance tests on split samples taken by the Contractor for quality control testing.
- (c) Documentation. The Contractor shall be responsible for documenting all test results. Records of testing shall be kept for a minimum of three years. The Contractor shall provide the Engineer full access to all documents.

COUNTY OF COOK

CHICAGO, ILLINOIS

PROPOSAL

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

known as 151ST STREET

Route 239 Township THORNTON Section 13-23932-01-RP

From VINCENNES ROAD To SECOND (2ND) AVENUE

LOCATION OF IMPROVEMENT

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

The proposed improvement to 151st Street begins at Station 0+97.67, a point on the centerline of 151st Street approximately 24.05 feet east of the centerline of Vincennes Road, and continues in an easterly direction to Station 13+25, a point on the centerline of 151st Street approximately 56.34 east of the centerline of 2nd Avenue, for a total distance of 1227.33 feet (0.232 miles).

DESCRIPTION OF IMPROVEMENT

The project will consist of reconstructing the existing asphalt pavement to a 10" jointed concrete pavement with curb and gutter. The existing PVC watermain between Halsted Street and 2nd Avenue is to be relocated to the north parkway and replaced with a Ductile Iron Pipe watermain. The project will also include improvement of the intersection of 151st Street and Vincennes Avenue, drainage additions a improvements, striping, traffic protections and other related road works.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENTS**

INDEX

<u>Section</u>	<u>Description</u>
I	Instructions for Completion of Economic Disclosure Statement
II	Insert IDOT Certificate of Eligibility
III	Insert IDOT Affidavit of Availability
IV	DBE Forms DBE Participation Statement DBE Utilization Plan Letter of Intent from DBE to perform as Subcontractor, Supplier and/or Consultant Petition for Reduction/Waiver of MBE/WBE Participation Goals DBE Good Faith Efforts Checklist Good Faith Efforts Contacts Log for Soliciting DBE Subcontractor or Supplier Participation
V	Contractor Current Certifications
VI	Required Disclosures Lobby, Local Business Preference, Child Support Enforcement Ordinance, Real Estate Ownership Affidavit of Child Support Obligations Disclosure of Ownership Interest Statement
VII	Ethics Disclosure Forms Introduction Letter of Explanation Gift Disclosure Form Familial Relationship Disclosure Provision Familial Relationship Disclosure Form
VIII	Labor Standards & Prevailing Wage Requirements Contractor's Certification Concerning Labor Standards & Prevailing Wage Requirements Form Subcontractor's Certification Concerning Labor Standards & Prevailing Wage Requirements Form
IX	Execution Pages Sole Proprietor Signature Page Partnership and/or Joint Venture Signature Page Corporation Signature Page Cook County Signature Page

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

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

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

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

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

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

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

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

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

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

"Lobbyist" means any person or entity who lobbies.

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

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

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

Section 5: Economic and Other Disclosures Statement. - (1 original set of documents. If originals cannot be provided, a copy is acceptable.) Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

NOTE: Cook County only accepts current Certifications.

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

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

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

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

\$101,737,000.00

001	EARTHWORK	\$4,175,000
002	PCC PAVING	\$9,825,000
005	HMA PAVING	\$850,000
012	DRAINAGE	\$3,725,000
017	CONCRETE CONSTRUCTION	\$2,950,000
031	PAV'T. TEXTUR. & SURF. REM.	\$250,000
032	COLD MILL, PLAN. & ROTOMILL	\$700,000
034	DEMOLITION	\$150,000
08A	AGGREGATE BASES & SURF. (A)	\$2,025,000
09A	HIGHWAY STRUCTURES	\$1,275,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/30/2014 TO 6/30/2015 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/30/2014.

Tim Kell

Interim Engineer of Construction

Insert

IDOT Affidavit 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 12/10/2014

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

Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	FOSTER AVE	Asland-Pershing	3-WPA Streets	1388 13051		
Contract With	CDOT	CDOT	CDOT	Cook County		
Estimated Completion Date	May 2014	OCT 2014	May 2015	Nov 2015		
Total Contract Price	2,937,270.08	11,335,270.24	9,000,000.00	18,728,293.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	150,000.00	3,700,000.00	1,600,000.00	10,000,000.00		\$15,450,000.00
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						\$15,450,000.00

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

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

						Accumulated Totals
Earthwork		100,000.00	300,000.00	1,000,000.00		\$1,400,000.00
Portland Cement Concrete Paving		80,000.00	500,000.00	2,150,000.00		\$2,730,000.00
HMA Plant Mix		40,000.00				\$40,000.00
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		100,000.00	50,000.00	1,000,000.00		\$1,150,000.00
Highway, R.R. and Waterway Structures		0.00				
Drainage		100,000.00	200,000.00	400,000.00		\$700,000.00
Electrical						
Cover and Seal Coats						
Concrete Construction	0.00	450,000.00	150,000.00	500,000.00		\$1,100,000.00
Landscaping	5,000.00	20,000.00				\$25,000.00
Fencing						
Guardrail						
Painting						
Signing		60,000.00	20,000.00	50,000.00		\$130,000.00
Cold Milling, Planning & Rotomilling		0.00		80,000.00		\$80,000.00
Demolition		0.00		50,000.00		\$50,000.00
Pavement Markings (Paint)				50,000.00		
Other Construction (List)	55,000.00	500,000.00	30,000.00	570,000.00		\$1,155,000.00
Totals	\$60,000.00	\$1,450,000.00	\$1,250,000.00	\$5,850,000.00		\$8,560,000.00

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

Part III. Work Subcontracted to Others.

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

	1	2	3	4	Awards Pending
Subcontractor	Countryside	Reliable Contracto	Areatha	Natural Creations	
Type of Work	LANDSCAPE	Water Main	concrete	LANDSCAPE	
Subcontract Price	130,000.00	1,500,000.00	1,000,000.00	370,000.00	
Amount Uncompleted	5,000.00	100,000.00	200,000.00	360,000.00	
Subcontractor	Horizon	City Lights	Great Lakes Landsc	Hecker	
Type of Work	ELECTRIC	ELECTRIC	landscape	ELECTRIC	
Subcontract Price	800,000.00	1,010,000.00	200,000.00	2,500,000.00	
Amount Uncompleted	10,000.00	900,000.00	50,000.00	2,000,000.00	
Subcontractor	Metromex	Turf Care	Metromex	Metromex	
Type of Work	ASPHALT	LANDSCAPE	Asphalt	ASPHALT	
Subcontract Price	150,000.00	270,000.00	1,000,000.00	100,000.00	
Amount Uncompleted	10,000.00	250,000.00	100,000.00	90,000.00	
Subcontractor	Surface Const.	Pan Oceanic		Reliable & Assoc.	
Type of Work	INLAID+PAVERS	Sewer		sewer water	
Subcontract Price	60,000.00	850,000.00		5,170,000.00	
Amount Uncompleted	60,000.00	200,000.00		1,000,000.00	
Subcontractor	Central Lawn	Bigane		Areatha	
Type of Work	RRIGATING	ASPHALT		Concrete	
Subcontract Price	70,000.00	800,000.00		860,000.00	
Amount Uncompleted	5,000.00	800,000.00		700,000.00	
Total Uncompleted	\$90,000.00	\$2,250,000.00	\$350,000.00	\$4,150,000.00	

I, being duly sworn, do hereby declare that 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 9th day of December, 2014

Type or Print Name DAVID SLONIM VICE PRESIDENT

Officer or Director

Title

Signed

David Slonim

Notary Public

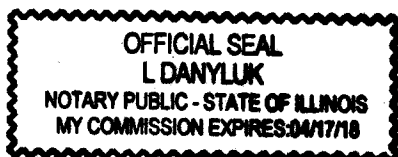
My commission expires 4/17/18

Company CAPITOL CEMENT COMPANY, INC.

Address 6231 N. PULASKI ROAD

CHICAGO, IL 60646

(Notary Seal)





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 239 Township Thornton Total Bid 1,747,341.40
 Section 13-23932-01-RP Contract DBE Goal 34% \$594,339.20
 Project 151st Street (Percent) (Dollar Amount)
 County COOK
 Letting Date December 10, 2014

(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 34 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 David Slawson
 Title Vice President

Date 12/10/2014

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

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

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of the 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 Manager Council.

SBE 2025 (Rev. 02/01/14)



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

Success Factor - Key Strategic Number

Letting DECEMBER 10, 2014

Participation Statement:

References

1. 7512.21009

Contract No. 1455 - 14151

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form attests to the business's compliance with the special provision and is attached to the Utilization Plan form. If additional space is needed, please attach additional form for the firm.

4. 2. 5.

[illegible]

2. Partial Payment Items

For any of the above items which are capital assets, depreciation will be computed on a straight-line basis.

References

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 items 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.

Second Harmonic

Jose F. Jussel

VICE PRESIDENT

The President

12/8/2014

Date 12-08-14

Contact Person DAVID SLONIM

Computer Jose Jasso

Page 773-478-2200

Page 73-457-10081

FIT NAME: CAPITOL CEMENT CO., INC.

Form Name J. Jasso Trading Company

Address 6231 N. PULASKI RD.

5719 S. Harvard Ave

City-State-Zip CHICAGO, IL 60646

Chicago, IL 60649

02-13-15 P01:19 IN

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 151st Street Vincennes Ave to Second Ave
Village of Phoenix / 1455-14151

From: J. Jasso Trucking Company (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.

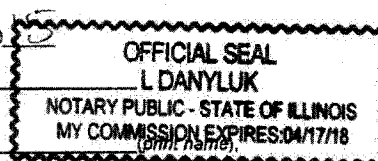
Pay item No.	Description	Quantity	Fee/Cost
	<u>Various</u>		\$ _____ %
	<u>Trucking, disposal, aggregates</u>		\$ _____ %
			\$ _____ %
Total: \$ <u>260,000</u>			%

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 JOSE JASSO (print name) the President (title) and duly authorized representative of the J. Jasso Trucking Company (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 \$ 260,000 which represents the above indicated total percentage 14.9 % for the contract amount \$ 1,747,341.40

Jose Jasso (Signature of affiant) 12, 9, 14 (Date)

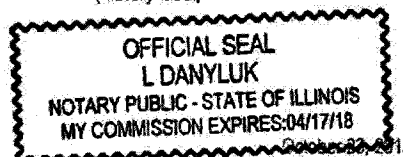
Subscribed and sworn to before me this 9th day of February, 2015
[Signature] (Notary's Signature) _____ (Notary Seal)



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 \$ 260,000 which represents the above indicated total percentage 14.9 % for the contract amount \$ 1,747,341.40

David Slonim (Signature of affiant) 12, 09, 2014 (Date)

Subscribed and sworn to before me this 9 day of December, 2014
[Signature] (Notary's Signature) _____ (Notary Seal)



02-13-15 P01:19 IN



Illinois Department of Transportation

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

August 20, 2014

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 (bureau) 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

02-13-15 P01:19 IN



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

Success Factor Registration Number:

14291

Letting DECEMBER 10, 2014

Participation Statement

1992

Instructions

Page 15. 1455 - 1451

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

100

[illegible]

3 Data: Patients

For any of the above items which are partial cash items, graciously designate the left and succeeding 20 or amount.

$$40\% = 24,000''$$

Acknowledgments

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 procure 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 Brown

SEARCHED

VICE PRESIDENT

-224 President

Date 12/8/2014

12/8/14

Contact Person: DAVID SLONIM

Donat Fener Deborah Stange

Page 773-478-2200

Phone 708-588-1900

Firm Name **CAPITOL CEMENT CO., INC.**

Firm Name West Fuels Inc

6231 N. PULASKI RD.

Address 82 S LaGrange Rd #201

C. J. BIRCH ZC CHICAGO, IL 60646

City-State-Zip LaGrange IL 60525

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 151st Street Vincennes Ave to Second Ave
Village of Phoenix / 1455 - 14151

From: _____ (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
			\$ %
			\$ %
			\$ %
Total: \$ <u>40,000</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 Deborah Stange (print name) the President (title) and duly authorized representative of the West Fries, Inc. (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated

above will be supplied/performed for the above indicated total dollar amount \$ 40,000 which represents

the above indicated total percentage 2.3 % for the contract amount \$ 1,747,341.40

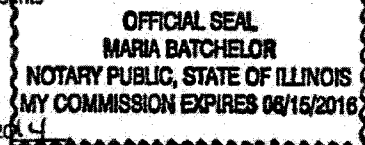
Deborah Stange
(Signature of affiant)

12, 9, 14
(Date)

Subscribed and sworn to before me this 9th day of December, 2014

Maria Batchelor
(Notary's Signature)

(Notary Seal)



Upon penalty of perjury, DAVID SLOAN (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 \$ 40,000 which represents the

above indicated total percentage 2.3 % for the contract amount \$ 1,747,341.40

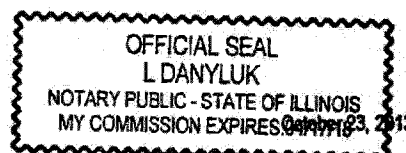
David Sloan
(Signature of affiant)

12, 09, 2014
(Date)

Subscribed and sworn to before me this 9 day of December, 2014

[Signature]
(Notary's Signature)

(Notary Seal)





CHICAGO TRANSIT AUTHORITY

September 9, 2014

Ms. Deborah Stange
West Fuels, Inc. DBA West Fuels, Inc.
82 S. LAGRANGE RD. (EFT) SUITE 201
LAGRANGE, IL 60525

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

Dear Ms. Stange:

The Chicago Transit Authority has reviewed your annual No Change Affidavit and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26.61. Your next Continued Eligibility Affidavit is due April 1, 2015. A notification will be sent to you sixty (60) days prior to this date.

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

If there is any change in your certification that affects your ability to meet size standards, disadvantaged status, ownership, control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a grounds for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Your firm's name will appear in the IL UCP DBE Directory, which is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The directory can be accessed at www.ctavendor.com. Your firm's name will appear in the directory under the following:

NAICS Code:

424690: OTHER CHEMICAL AND ALLIED PRODUCTS MERCHANT WHOLESALERS

424720: PETROLEUM AND PETROLEUM PRODUCTS MERCHANT WHOLESALERS (EXCEPT BULK STATIONS, TERMINALS)

484220: SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LOCAL

484230: SPECIALIZED FREIGHT (EXCEPT USED GOODS) TRUCKING, LONG-DISTANCE

Specialty:

424690: Other Chemical and Allied Products Merchant Wholesalers

424720: Petroleum and petroleum products merchant wholesalers (except bulk stations, terminals)

484220: Specialized Freight (except Used Goods) Trucking, Local

484230: Specialized Freight (except Used Goods) Trucking, Long-Distance

Your participation on contracts will only be credited toward DBE contract goals when your firm performs in a Commercially Useful Function (CUF) in its approved area(s) of specialty. Please direct all inquiries and any questions to this agency at (312) 681-2601.

Sincerely,

Carolyn A. Williams Meza
Director, Diversity Programs



COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Utilization Plan

Succo tractor Registration Number

14508

Letting DECEMBER 10, 2014

DECEMBER 10, 2014

Participation Statement:

1582

4.1. Instructions

Contrast Inc. 1455-14151

The form must be completed for each disadvantaged business participating in the Utilization Plan. The 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.

645

Pay Item No.	Description	Quantity	Unit Price	Total
	QC CONCRETE *			
	* BASED ON ONE UNIT PRICE ATTACHED			10.00 ^{CH}

* BASED ON 2015 UNIT RATES ATTACHED

13 Partial Payment Items

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

4. Conclusion:

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 items 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 Blom

James H. K. [Signature]

7-22 VICE PRESIDENT

Chairman / Principals

Date 12/8/14

Date 12/8/14

Contact Person: DAVID SLONIM

Deputy Person SAM KUTADIN

Phone 773-478-2200

Phone 847-466-7216

File Name: CAPITOL CEMENT CO., INC.

Firm Name MATERIAL SOLUTIONS LAB

Address 6231 N. PULASKI RD.

Address 1040 BONAVENTURE DR

City/State/Zip CHICAGO, IL 60646

CRISTIEZ ELK GROVE IL 60007

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 151st Street Vincennes Ave to Second Ave
Village of Phoenix / 1455 - 14151

From: MATERIAL SOLUTIONS LAB (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
	CONCRETE Q C		\$ %
			\$ %
			\$ %
Total: \$ <u>10,000⁰⁰</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 SAM KURADIA (print

name) the CHAIRMAN/PRINCIPAL (title) and duly authorized representative of the MATERIAL SOLUTIONS LAB (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 \$ 10,000 which represents

the above indicated total percentage 0.6 % for the contract amount \$ 1,747,341.40.

(Signature of affiant)

(Date)

Subscribed and sworn to before me this 9th day of February, 20 15

(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 \$ 10,000 which represents the

above indicated total percentage 0.6 % for the contract amount \$ 1,747,341.40

(Signature of affiant)

(Date)

Subscribed and sworn to before me this 9 day of December, 20 14

(Notary's Signature)

OFFICIAL SEAL
L DANYLUK
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 04/17/18



Material Solutions Laboratory

1040 Bonaventure Drive, Elk Grove Village, Illinois 60007
Office: 847-466-7216 Fax: 847-285-1712

RATE SHEET FOR FIELD TESTING, INSPECTION & LABORATORY SERVICES

2015

Personnel

Principal Engineer	\$130.00/hour
Project Engineer	\$115.00/hour
Administrative Assistant	\$40.00/hour
Concrete/Soils/HMA Technician	\$110.00/hour

Laboratory/Field Services

Nuclear Density Gauge	\$50.00/day
Cylinder Pick-Up Charge	\$50.00/per set
Technician Trip Charge	\$35.00/trip
Standard Proctor (AASHTO T180)	\$200.00/each
HMA/PCC Coring Machine	\$250/day
Specific Gravity (ASTM D-854)	\$75.00/each
Atterberg Limits (ASTM D4318)	\$175.00/each
Concrete Cylinders	\$20.00/each
Washed Gradations	\$160.00/each
HMA Voids	\$450.00/each
HMA AC Content (Ignition)	\$225/each
HMA AC Content (Reflux)	\$275/each
Core Density (ASTM D2726)	\$65.00/core

Notes:

1. Material Solutions Laboratory (MSL) charges the hourly rate for the actual travel time from its lab located in Elk Grove Village to/from the job site.
2. A minimum of 8 hours on site will be billed to the client.
All minimums include travel time.
3. Unit Rates are for a normal 8-hour workday with overtime after 8 hours per day and on Saturday.
Overtime will be invoiced at 1.4 times the normal hourly rate.
4. The rates quoted above include the charges for the equipment and vehicle.
5. Any night work will be subject to a +10% shift differential.
6. Please give 24 hour notice to schedule a technician (847-466-7216).
7. In the event of cancellation of field work for reasons other than weather related, please give 24 hours notice (847-466-7216).



Illinois Department of Transportation

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

November 19, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Samir Kukadia
Material Solutions Laboratory Corporation
1040 Bonaventure Dr.
Elk Grove Village, IL 60007

Dear Mr. Kukadia:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for Material Solutions Laboratory Corporation and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

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

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

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any 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



Illinois Department of Transportation

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

August 17, 2010

CERTIFIED-RETURN RECEIPT REQUESTED

Samir Kukadia
Material Solutions Laboratory Corporation
2011 E. Devon Ave.
Elk Grove Village, IL 60007

Dear Samir Kukadia:

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

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

Your certification is approved for a five (5) year period, commencing on **July 27, 2010**. To remain certified with the IL UCP during the five-year period, you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

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

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

QA AGGREGATE/HMA/PCC
MISC: CONCRETE FIELD TESTING
MISC: CONCRETE LABORATORY TESTING
MISC: MATERIAL TESTING

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

Material Solutions Laboratory Corporation
Page 2
August 17, 2010

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

Please note:

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

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

Sincerely,



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

Enclosure



Illinois Department of Transportation

Material Solutions Laboratory Corporation

is hereby certified as a

Disadvantaged Business Enterprise

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

Gary Hannig
Secretary

Illinois Department of Transportation

Carol Lyle
Bureau Chief

Bureau of Small Business Enterprises

Effective the 27th day of July, 2010

Illinois Unified Certification DBE Directory

12/22/2014

Material Experts, Inc.

1190

Luise Garcia
1 S. 711 School
Lombard, IL 60148

Phone: 708-488-0500
Fax: 708-488-0544
luiseinc@sbcglobal.net

Category: **Trucking**

NAICS

484220-Specialized Freight (except Used Goods) Trucking, Local

Specialty

484220-TRUCKING

Material Service Testing, Inc.

1191

Rashod Johnson
921 W. Van Buren - STE 210
Chicago, IL 60607-3571

Phone: 312-846-6246
Fax: 312-289-0567
rjohnson@mstli.com
District 1, 2, 3, 4, 5, 6, 7, 8, 9

Category: **Professional**

NAICS

541380 - TESTING LABORATORIES;
541330 - ENGINEERING SERVICES

Specialty

541380 - CONSTRUCTION MATERIAL FIELD AND LABORATORY TESTING;
541330 - GEOTECHNICAL, CONSTRUCTION INSPECTION, QUALITY CONTROL AND ASSURANCE

Material Solutions Laboratory Corporation

1192

Samir Kukadia
1040 Bonaventure Dr.
Elk Grove Village, IL 60007

Phone: 847-466-7216
Fax: 847-285-1712
sam@msl-corp.com

Category: **Professional, Architecture**

NAICS

541330-Engineering Services;
541380-Testing Laboratories

Specialty

541330-QA AGGREGATE/HMA/PCC;
541380-MISC: MATERIAL TESTING;
MISC: CONCRETE WATERPROOFING;
MISC: CONCRETE FIELD TESTING

Matias Trucking, Inc.

1193

Libardo Lizarazo
8755 W. 82nd. Place
Justice, IL 60458

Phone: 708-563-2820
Fax: 708-563-2821
matiastrucking@aol.com
District 1

Category: **Trucking, Miscellaneous**

NAICS

NAICS Code 484110 - General Freight Trucking, Local

Specialty

NAICS Code 484110 General Freight Trucking, specifically trucking and hauling of sand, clay, stone, asphalt, topsoil, and snow removal

Matrix Communication Services, Inc.

1194

Anthony Hernandez
303 Main Street
Suite 100-A
Antioch, IL 60002

Phone: 847-456-5955
Fax:
thmatrix@matrix-us.org
District 1

Category: **Miscellaneous**

NAICS

NAICS Code: Electrical Contractors and Other Wiring Installation Contractors

Specialty

238210 Electrical Contractors and Other Wiring Installation Contractors specifically Security (installation and sales), Cable splicing, electrical or fiber optic, Fiber optic cable (except transmission lines) installation, Telecommunications equipment and wiring (except transmission line) installation contractors,

Matrix Railway Corp.

1195

Nelson Rivas
69 Nancy Street
W. Babylon, NY 11704-0000

Phone: 631-643-1483
Fax: 631-643-1484
nrivas@matrixrailway.com
District 1

Category: **Manufacturer, Supplier**

NAICS

336510-Railroad Rolling Stock Manufacturing;
423860-Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers

Specialty

336510-Railroad rolling stock manufacturing 423860-Transportation equipment and supplies (except marine pleasure craft, motor vehicles) merchant wholesalers



COOK COUNTY DEPARTMENT OF HIGHWAYS
DBE Utilization Plan

Successor Registration Number 10591

Letter DECEMBER 10, 2014

Participation Statement:

1275

1. Instructions

Contract No. 1455 - 14151

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.

1255

[illegible]

•3 Partial Payment items

For any of the above items which are carried by items, respectively, reference to the list of items carried by items.

5. Conclusions

The undersigned certify that the information included herein is true and correct, and that the DBS firm listed below has agreed to perform a commercially useful function in the work of the contract items 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.

Dave Brown

[Handwritten signature]

VICE PRESIDENT

Title Brenda K. Massat, President

Date: 12/8/2014

Date: December 8, 2014

Contact Person: DAVID SLONIM

Combat Fencer Brenda Massat

Phone 773-478-2200

Phone 708-389-3700

FIRM NAME: CAPITOL CEMENT CO., INC.

Firm Name **D. J. Massat, Inc.**

6231 N. PULASKI RD.

Address 8842 Juniper Court

CHICAGO, IL 60646

City/State/Zip Tinley Park, IL 60487

[illegible]

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 151st Street Vincennes Ave to Second Ave
Village of Phoenix / 1455 - 14151

From: D. J. Massat, Inc. (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
			\$ %
	Trucking		\$ %
			\$ %
			\$ %
Total: \$ <u>36,500⁰⁰</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 Brenda K. Massat (print

name) the President (title) and duly authorized

representative of the D. J. Massat, Inc. (DBE

firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated

above will be supplied/performed for the above indicated total dollar amount \$ 36,500 which represents

the above indicated total percentage 2.09 % for the contract amount \$ 1,747,341.40

(Signature of affiant)

12 / 09 / 14
(Date)

Subscribed and sworn to before me this 9th day of February 2015

(Notary's Signature)

(Notary Seal)

Upon penalty of perjury, DAVID SLOAN

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 \$ 36,500 which represents the

above indicated total percentage 2.09 % for the contract amount \$ 1,747,341.40

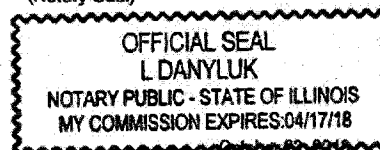
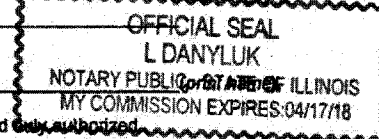
(Signature of affiant)

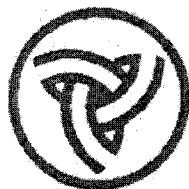
12, 09, 2014
(Date)

Subscribed and sworn to before me this 9 day of December 2014

(Notary's Signature)

(Notary Seal)





Illinois Department of Transportation

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

May 21, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Brenda K. Massat
D.J. Massat, Inc.
8842 Juniper Ct.
Tinley Park, IL 60487

Dear Brenda K. Massat:

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

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

Your certification is approved commencing on **April 15, 2014**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

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

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

TRUCKING

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>

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



COOK COUNTY DEPARTMENT OF HIGHWAYS

DSE Utilization Plan

Successor Registration Number

December 10, 2014

Participation Statement

11. 12. 13.

• 1. Introduction

Contract No. 1455 - 14151

This form must be completed for each disabled enterprise business participating in the Education Plan. If a business provides services in accordance with the special provision and will be assigned to the Education Plan, an additional space is needed to provide an additional form for the firm.

2054

[illegible]

2. Data Requirements

For a more detailed description of the data, see the report of the Commission on the Status of Women, 1975, and the report of the Commission on the Status of Women, 1976.

References

The undersigned certifies that the information included herein is true and correct, and warrants DBE firm listed below has agreed to perform a commercially useful function in the work of the contract items listed and intends to execute a contract with the prime contractor. The undersigned further understands 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.

Dan Storr

- Vice President

2315 12/8/14

David Slonim

Page 773 - 478 - 2200

File Name: Capitol Cement Co., Inc.

6231 N. Pulaski Rd.

City-State-Zip Chicago, IL 60646

President

Date: 12/10/2014

Corrado Fieschi Michael Smith

Phone 312.425.1962

Form Name Smith Maintenance Company

Address 205 W. Randolph St., Ste 925

City/State/Zip Chicago, IL 60606

in mike@smithmaint.com

1. 凡在本行开立存款账户的存款人，均可向本行申请开立支票。

COOK COUNTY LETTER OF INTENT
(Section 2)

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

Contract Title & Number: _____

From: Smith Maintenance Company

(DBE Firm)

To: Capitol Cement Company, 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
	<i>see attached</i>		\$ _____ %
			\$ _____ %
			\$ _____ %
Total: \$ <u>24,800</u>			%

PROPOSED \$24,850

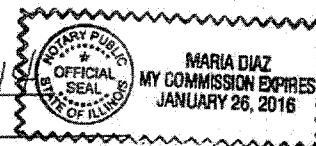
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Michael Smith (print name) the President (title) and duly authorized representative of the Smith Maintenance Company (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplied/performed for the above indicated total dollar amount \$ 24,800 which represents the above indicated total percentage 1.42 % for the contract amount \$ 1,747,341.40

(Signature of affiant) [Signature] (Date) 12/8/14

Subscribed and sworn to before me this 8th day of December, 2014

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



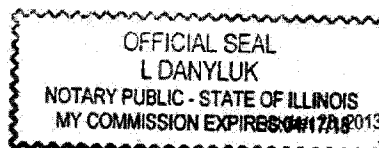
Upon penalty of perjury, DAVID SLONIM (print name), the VICE PRESIDENT (title) and duly authorized representative of CAPITOL CEMENT CO., INC. (Bidder/Proposer firm),

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 \$ 24,800 which represents the above indicated total percentage 1.42 % for the contract amount \$ 1,747,341.40

(Signature of affiant) [Signature] (Date) 12/09/2014

Subscribed and sworn to before me this 9 day of December, 2014

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





Smith Maintenance Company
205 W. Randolph Street, Suite 925
Chicago, Illinois 60606

P.O.C. John Rosa
Mobile: (630) 742-6525
Email: john@smithmaint.com
Office: 312.425.1962
Fax: 312.425.1950

P.O.C. Michael Smith
Mobile: 847.302.5664
Email: mike@smithmaint.com
Office: 312.425.1962
Fax: 312.425.1950

Letting: 12/10/2014
Contract #: 1455-14151
County: COOK
Location: 151ST STREET
Item #: COOK COUNTY

Quoted: Per Stage Per Plan AS A PACKAGE
Comp Date: 10/9/2015
Cal. Days:

Item Number	Description	U/M	Qty	Unit/Price	Extension
39	SN PNL TYPE 1	SQ FT	30.00	29.00	870.00
40	REM SN PNL ASSM TYPE B	EACH	4.00	100.00	400.00
41	TELSC STL SN SPT	LN FT	48.00	10.00	480.00
42	BASE TESC STL SN SPT	EACH	4.00	150.00	600.00
61	TRAFFIC CONTROL DEVICES - DETOUR	LS	1.00	20,000.00	20,000.00
62	TRAFFIC PROTECTION	LS	1.00	2500	2,500.00

Total 24,850.00

Price Does Not Include:

- * Flaggers or AFADS. Temp striping, Cones, Temp attenuators includes crash barrels only
 - * Temporary lane closures, Temp Fence and screening, Defineator post, Sign coring
 - * Responsibility for removing, relocating, storing, covering or replacing existing signage
 - * Temporary access drives, Temp signals, aggregate work, R X R insurance
 - * Removal or obliteration of conflicting pavement markings using water blasting.
- Barrier Wall, Attenuator or bases, Surveillance, Wall reflectors, Message Centers
Insurance limits \$1 Million G/L and \$5 Million

*****This quote is valid for 60 days



Illinois Department of Transportation

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

September 18, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Michael Smith
Smith Maintenance Company
205 W. Randolph St., Ste. 925
Chicago, IL 60606

Dear Mr. Smith:

Your Disadvantaged Business Enterprise (DBE) *No Change Affidavit* has been received and is under review. Your firm remains certified with the Illinois Unified Certification Program (IL UCP) during the review process.

If you have any questions or concerns about the review process or the status of your application, please contact this office by mail at the following address or call (217) 782-5490.

Illinois Department of Transportation
Bureau of Small Business Enterprises
Attn: Certification Section
2300 S. Dirksen Parkway, Room 319
Springfield, IL 62764

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 LETTER OF INTENT
(Section 2)

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

Contract Title & Number: 151ST 1

From: GARNES CONTRACTORS, LLC (DBE Firm)

To: CAPITAL 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
			\$ %
	See Attached		\$ %
			\$ %
			\$ %
Total: \$ <u>233,066⁰⁰</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 CATHERINE LAUDERHOLM (print name) the MANAGER (title) and duly authorized representative of the GARNES CONTRACTORS, LLC (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated

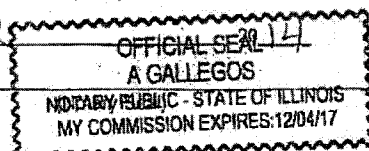
above will be supplies/performed for the above indicated total dollar amount \$ 233,066 which represents the above indicated total percentage 100 % for the contract amount \$ 1,747,341.40

Catherine Laudholm
(Signature of affiant)

12/10/14
(Date)

Subscribed and sworn to before me this 10 day of DECEMBER

[Signature]
(Notary's Signature)



Upon penalty of perjury, DAVID SLOMIL (print name),

the VICE PRESIDENT (title) and duly authorized

representative of CAPITAL 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 \$ 233,066 which represents the above indicated total percentage 133 % for the contract amount \$ 1,747,341.40

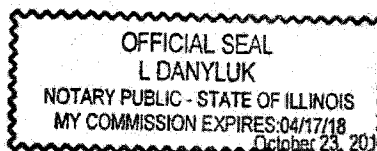
David Slomil
(Signature of affiant)

12/09/2014
(Date)

Subscribed and sworn to before me this 9 day of December, 20 14

[Signature]
(Notary's Signature)

(Notary Seal)



GARCES CONTRACTORS

ITEM NO.	PAY CODE	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
3	20800150	TRENCH BACKFILL	CU YD	1,444	\$40.00	\$57,760.00
31	60265700	VALVE VAULTS TO BE ADJUSTED	EACH	7	\$600.00	\$4,200.00
53	*****	VALVE VAULTS TO BE REMOVED	EACH	1	\$2,000.00	\$2,000.00
54	*****	WATER MAIN (DUCTILE IRON) 12 IN	FOOT	795	\$174.50	\$138,727.50
58	*****	WATER MAIN (DUCTILE IRON) 6 IN	FOOT	143	\$149.50	\$21,378.50
59	*****	FIRE HYDRANT ASSEMBLIES W/ AUXILIARY VALVE AND VALVE BOX	EACH	1	\$9,000.00	\$9,000.00
Total						\$233,066.00



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

November 24, 2014

Elda Mannion
Garces Contractors LLC
5423 West Division
Chicago, IL 60651

Email: garcescontractorsllc@yahoo.com

Dear Elda Mannion:

This letter is to inform you that the City of Chicago has extended your status as Disadvantage Business Enterprise (DBE) until February 28, 2015. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

GC/II



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

PLANNING & DESIGN

Ms. Eida Mannion
Garces Contractors, LLC.
5423 West Division Street
Chicago, IL 60651

Dear Ms. Mannion:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the **Disadvantaged Business Enterprise ("DBE")** program certification eligibility standards set forth in 49 CFR Part 26. Your next *No Change Affidavit* is due July 1, 2014.

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

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

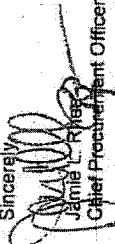
Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):

NAICS Code(s)

- 221310 – Irrigation System Operation
- 221310 – Water Supply Systems
- 237110 – Water and Sewer Line Construction
- 238910 – Site Preparation Contractors

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dcf.state.il.us/ucp/ucp.html>.

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

Sincerely,

Jamie L. Rivers
Chief Procurement Officer

JLR/cgm

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

Unified Certification Program - Search

Contractor Details

Browse F.A.Q. Sheet (/ucpsearch/Search/Help)

Print

Garces Contractors LLC

Elda Mannion
5423 West Division
Chicago, IL 60651-1312

Email:

garcescontractorsllc@yahoo.com

Phone: 773-626-6468

Fax: 773-626-1143

County: Cook

Categories: Construction

NAICS

221310-Water Supply and Irrigation
Systems
237110-Water and Sewer Line and
Related Structures Construction
238220-Plumbing, Heating, and Air-
Conditioning Contractors
238910-Site Preparation Contractors

Speciality

NAICS 221310 Irrigation system
operation NAICS 221310 Water supply
systems NAICS 237110 Water and Sewer
Line and Construction NAICS 238220
Plumbing contractors NAICS 238910 Site
Preparation Contractors

263



COOK COUNTY DEPARTMENT OF HIGHWAYS

DBE Utilization Plan

Subcontractor Registration Number

3689

Setting December 10, 2014

Participation Statement

Item No.

(1) Instructions

Contract No. 1455-14151

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

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
	See attached quote #	111.5	\$5,973.20	\$5,973.20
	@ 22056			
				Total \$5,973.20

(3) Partial Payment Items

For any of the above items which are partial payments, specifically describe the work and sub contract 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 items listed above and to execute a contract with the same 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.

[Signature]
 Title Vice President
 Date 12/9/14
 Contact Person DAN McLEWY
 Phone 773-478-2200
 Firm Name Capitol Cement Co., Inc.
 Address 6231 N. Pulaski Rd.
 City/State/Zip Chicago, IL 60646

[Signature]
 Title Chief Estimator
 Date 12/9/14
 Contact Person Judith M. Paezack
 Phone 847-462-0799
 Firm Name Marking Specialists Corporation
 Address 214 Crystal St - Ste C
 City/State/Zip Cary, IL 60013

The Cook County Department of Highways is an Equal Opportunity Employer. It is the policy of the Department to provide equal employment opportunities for all persons without regard to race, color, religion, sex, age, national origin, or ancestry. The Department is committed to the affirmative action program and to the goal of increasing the participation of minority and women-owned businesses in the construction industry.

COOK COUNTY LETTER OF INTENT

(Section 2)

Vincennes Avenue to Second Avenue
FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number:

151st Street, 1455-14151

From: Marking Specialists Corporation (DBE Firm)

To: _____ (Bidder/Proposer Firm) and the County of Cook

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"). Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. This form must be completed for each disadvantaged business participating in the Utilization Plan. Attach this form to the Utilization Plan form. If additional space is needed, complete an additional form for the firm.

Pay Item No.	Description	Quantity	Fee/Cost	
	See attached	1/LS	\$ 5,973.20	%
	900 #		\$	%
	Q22056		\$	%
Total: \$ 5,973.20				%

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.

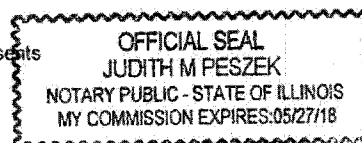
Upon Penalty of perjury, I Robert W. Buerer (print name) the Executive Vice-President (title) and duly authorized representative of the Marking Specialists Corporation (DBE firm) affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated

above will be supplies/performed for the above indicated total dollar amount \$ 5,973.20 which represents

the above indicated total percentage 0.3 % for the contract amount \$ 1,747,341.40

[Signature]
(Signature of affiant)

12, 9, 14
(Date)



Subscribed and sworn to before me this 9th day of December, 2014

[Signature]
(Notary's Signature)

(Notary Seal)

Upon penalty of perjury, DAVID SLONIM (print name),

the VICE PRESIDENT (title) and duly authorized

representative of CAPITAL 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 \$ 5,973.20 which represents the

above indicated total percentage 0.3 % for the contract amount \$ 1,747,341.40

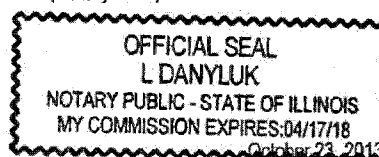
[Signature]
(Signature of affiant)

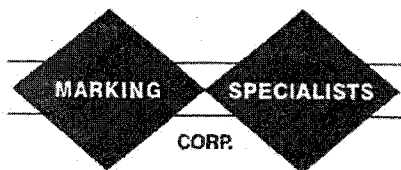
12, 09, 2014
(Date)

Subscribed and sworn to before me this 9 day of December, 2014

[Signature]
(Notary's Signature)

(Notary Seal)





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

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

Quotation

Quote No.: Q22056
Quote Date: 12/08/2014
Item No.:
Contract No.: 1455-14151
Bid Date: 12/10/2014
Complete By: 10/09/2015

County: COOK (E)
Section: 13-23932-01-RP
Description: 151ST STREET RECONSTRUCTION FROM VINCENNES AVENUE TO SECOND AVENUE
(VILLAGE OF PHOENIX) - CDBG NO. 1311-076

Gentlemen:

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

Item No.	Description	UM	Quantity	Price/Unit	Total
43	POLYUREA PM T1 LN 4	FT	1,000.00	2.1500	\$2,150.00
44	POLYUREA PM T1 LN 6	FT	282.00	3.6000	\$1,015.20
45	POLYUREA PM T1 LN 24	FT	195.00	14.4000	\$2,808.00
				BidTotal:	\$5,973.20

This project has a DBE requirement of 34 %

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

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

Very Truly Yours,

Judith M. Peszek, Chief Estimator
Marking Specialists Corporation

I.D.O.T. Certified DBE

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

Cook County Certified MBE

METRA Certified DBE

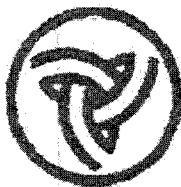
City of Rockford MBE

An Equal Opportunity Employer

Additional Notes:

WORK TO BE PERFORMED IN ONE (1) MOBILIZATION.

02-13-15 P01:19 IN



Illinois Department of Transportation

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

May 21, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

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

Dear Alfredo Zavala:

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

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

Your certification is approved commencing on **April 15, 2014**. To remain certified with the IL UCP you must submit a *No Change Affidavit* each year. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

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

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

PAVEMENT MARKERS RAISED
PAVEMENT MARKING: PAINT
PAVEMENT MARKING: THERMOPLASTIC HAND
PAVEMENT MARKING: POLYUREA

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>

Marking Specialists Corporation
Page 2
May 21, 2014

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

Please note:

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

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

Sincerely,



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

Enclosure

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

(Section 6) *Contract 1455-14151*

To Contractor:

Date: 12/10/14

Project Number: 13-03932-01-RP

Project Name: 151st St - Vincennes Ave to Second Ave.

1. The undersigned, having executed a contract with _____

(Contractor)

for Pavement Marking

(Nature of Work)

_____ in the amount of \$ 5973.20 in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on TBD
(Date)
4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):

____ Sole Proprietorship
____ Partnership
☒ Corporation
____ Other Organization (Describe)

Marking Specialists Corporation
214 Crystal St - Ste C
Cary, IL 60013

- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Alfredo Zavala</u>	<u>President</u>	<u>1430 Royal Court Elgin IL 60123</u>
<u>Maria Zavala</u>	<u>Director</u>	<u>Same as above</u>
<u>Robert K. Buerer U.P.</u>		<u>16225 Princeton Ave. Hts, IL 60005</u>
<u>Delores M. Buerer Sec. / Treas</u>		<u>Same as above</u>
<u>Robert W. Buerer Exec. U.P.</u>		<u>532 Glen Gary, Cary IL 60013</u>

DATE 12/9/14

SUBCONTRACTOR

SIGNATURE

Andrian M. Peng

Unified Certification Program - Search

Contractor Details[Browse F.A.Q. Sheet \(/ucpsearch/Search/Help\)](#)[Print](#)**Marking Specialists Corporation**

Alfredo Zavala

P. O. Box 745

Arlington Heights, IL 60006

Email:

bob@markingspecialists.net

Phone: 847-253-7349**Fax:** 847-253-0096**County:** Cook**Categories:** Construction**NAICS**237310-Highway, Street, & Bridge
Construction**Speciality**237310-MISC: PREFORMED PLASTIC
PAVEMENT MARKING
PAVEMENT MARKERS RAISED
PAVEMENT MARKING: PAINT
MISC: REFLECTIVE MARKER
INSTALLATION
PAVEMENT MARKING: REMOVAL
PAVEMENT MARKING: GROOVED
RECESSED
PAVEMENT MARKING: POLYUREA
PAVEMENT MARKING: EPOXY
PAVEMENT MARKING:
THERMOPLASTIC HAND

PETITION FOR WAIVER OF DBE PARTICIPATION
(SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

☐

FULL DBE WAIVER

☐

FULL DBE WAIVER

☐

REDUCTION (PARTIAL DBE PARTICIPATION)

_____ % of Reduction for DBE Participation

_____ % of Reduction for DBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. All supporting documentations shall be submitted with bid/proposal/quotation.**

☐

1) Lack of sufficient qualified DBE capable of providing the goods or services required by the contract **(please explain)**

☐

2) The specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize DBE in accordance with the applicable participation **(please explain)**

☐

3) Price quoted by potential DBE are above competitive levels and increase cost of doing business and would make acceptance of such DBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such DBE bid **(please explain)**

☐

4) There are other relevant factors making it impossible or economically infeasible to utilize and/or DBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. All supporting documentation shall be submitted with bid/proposal/quotation.**

- ☐ 1) Made timely written solicitation to identified DBE for utilization of goods and/or services; and provided DBE with a timely opportunity to review and obtain relevant specifications, terms and conditions of the bid to enable DBE to prepare an informed response to solicitation **(please attach)**
- ☐ 2) Followed up initial solicitation of DBE to determine if firms are interested in doing business **(please attach)**
- ☐ 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for DBE for supply of goods and services **(please attach)**
- ☐ 4) Use the services and assistance of the Contract Administrator **(please explain)**
- ☐ 5) Engaged DBE for indirect participation **(please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with DBE participation.

DBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

CHECKED BY BIDDER IF COMPLETED

- _____ Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- _____ Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- _____ Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- _____
 - a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- _____ Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- _____ Made efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- _____ Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- _____ Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

**Good Faith Efforts Contacts Log for Soliciting
DBE Subcontractor or Supplier Participation
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on the DBE Utilization Plan.)

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contract: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

CONTRACTOR CURRENT CERTIFICATIONS
(SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
	NONE

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

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

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

X Yes: X No: _____

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

CAPITOL CEMENT COMPANY, INC.
6231 N. PULASKI ROAD
CHICAGO, IL 60646

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

Yes: X No: _____

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

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

____ Applicant has no "Substantial Owner."

OR X

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):	13-03-216-028-0000	13-03-216-025-0000
	13-03-216-027-0000	13-03-216-033-0000
	13-03-216-026-0000	

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) ☐ The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT (Section 5)

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

This Statement is being made by the ☒ 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 CO., INC. EIN NO.: 36-086-9820

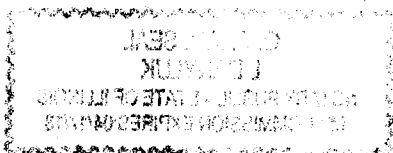
Street Address: 6231 N. PULASKI ROAD

City: CHICAGO State: IL Zip Code: 60646

Phone No.: 773-478-2200

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT (Section 5)

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: ☐ Original Statement or ☐ Amended Statement

Identifying Information:

Name MIKE FARSHCHI D/B/A: CAPITOL CEMENT CO., INC. EIN NO.: 36-086-9820

Street Address: 6231 N. POLASKI ROAD

City: CHICAGO

State: IL

Zip Code: 60646

Phone No.: 773-478-2200

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |



Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
MIKE FARSHCHI	6231 N. PULASKI RD CHICAGO, IL 60646	75%
DAVID SLONIM	6231 N. PULASKI RD CHICAGO, IL 60646	25%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

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

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

DAVID SLONIM
Name of Authorized Applicant/Holder Representative (please print or type)

David Slonim
Signature

david@capitolcementco.com
E-mail address

VICE PRESIDENT
Title

December 9, 2014
Date

773-478-2200
Phone Number

Subscribed to and sworn before me
this 9 day of Dec 2014

X *[Signature]*
Notary Public Signature

My commission expires: 4/17/18

Notary Seal





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

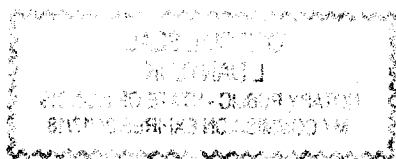
"Calendar year" means January 1 to December 31 of each year.

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

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

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

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



SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: MIKE FARSHCHI Title: PRESIDENT

Business Entity Name: CAPITOL CEMENT CO., INC Phone: 773-478-2200

Business Entity Address: 6231 N. PULASKI RD., CHICAGO, IL 60646

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

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

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

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

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

[Signature]
Owner/Employee's Signature

DECEMBER 9, 2014
Date

Subscribe and sworn before me this 9th Day of DECEMBER, 2014

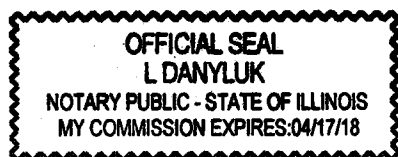
a Notary Public in and for COOK County

[Signature]
(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 4/17/18

Completed forms must be filed with the bid.



SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: DAVID SLONIM Title: VICE PRESIDENT

Business Entity Name: CHRYSLER CEMENT CO., INC. Phone: 773-478-2200

Business Entity Address: 6231 N. PULASKI RD, CHICAGO, IL 60646

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

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

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

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

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

David Slonim

Owner/Employee's Signature

DECEMBER 9, 2014

Date

Subscribe and sworn before me this 9th Day of DECEMBER, 2014

a Notary Public in and for COOK County

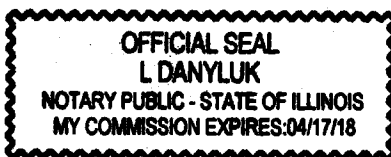
[Signature]

(Signature)

NOTARY PUBLIC
SEAL

My Commission expires 4/17/18

Completed forms must be filed with the bid.



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

To Contractor:

Date: DECEMBER 9, 2014
Project Number: 13-23932-01-RP
Project Name 151ST STREET
VINCENNES TO SECOND AVE

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
- X Corporation
- _____ Other Organization (Describe)
- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
MIKE FARSHCHI	PRESIDENT/SECRETARY	6231 N. PULASKI RD. CHICAGO, IL 60646
DAN MELNYK	VICE PRESIDENT	6231 N. PULASKI RD. CHICAGO, IL 60646
DAVID SLONIM	VICE PRESIDENT	6231 N. PULASKI RD. 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):

NAME	ADDRESS	NATURE OF INTEREST

- (e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest is (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

DATE

12/9/14Capitol Cement Co. Inc.

CONTRACTOR

X David S. Sloman

SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**
(Section 6)

To Contractor:

Date: _____
Project Number: _____
Project Name: _____

1. The undersigned, having executed a contract with _____
(Contractor)
_____ for _____
Nature of Work)

_____ in the amount of \$ _____ in the construction of the above-identified project,
certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to the Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wages Requirements executed by the Subcontractors.
3. The workmen will report for duty on _____
(Date)
4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- _____ Sole Proprietorship
_____ Partnership
_____ Corporation
_____ Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____

DATE _____

SUBCONTRACTOR

X _____
SIGNATURE

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
 Notary Public Signature

 Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Cook County Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: CAPITOL CEMENT COMPANY, INC.

BUSINESS ADDRESS: 6231 NORTH PULASKI ROAD
CHICAGO, IL 60646

BUSINESS TELEPHONE: 773-478-2200 FAX NUMBER: 773-478-4646

CONTACT PERSON: DAVID SLONIM

FEIN: 36-0869820 *IL CORPORATE FILE NUMBER: 24559297

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: MIKE FARSHCHI VICE PRESIDENT: DAN MELNYK

SECRETARY: MIKE FARSHCHI TREASURER: DAVID SLONIM

**SIGNATURE OF PRESIDENT: _____

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

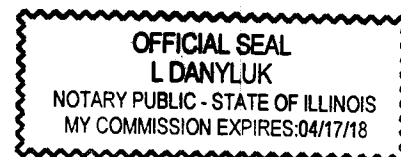
9th day of DECEMBER, 2014

X [Signature]
 Notary Public Signature

My commission expires:

4/17/18

Notary Seal



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

Contract Document Checklist

(version 1/1/15)

Name

D. RUSN
(Capitol Cement Co, Inc)

Date:

2/24/15

Contract No./Req. No.

1455-14151

RD ITEMS:

- Things to do: ☐ Confirm Board Agenda item is correct, per OCPO's authority
☐ Confirm contract/amendment term, description, number, and amount are correct and consistent throughout all documents

Things to keep outside of file:

(Please organize three sets of documents in the order listed)

- ☒ Contract/Amendment (3 sets)
☒ Fact Sheet (3 sets)
☒ Recommendation to Award, if applicable
☐ Executive Summary, if applicable
☒ List of vendors who downloaded contract, if applicable (3 sets)
☒ Bid Tab from the bid opening, if applicable (3 sets)
☐ Bid Tabulation in Excel, if applicable
☒ Contract Compliance M/WBE determination letter(s) (3 sets)
☐ Original Sole Source form, if applicable
☐ Current and, if applicable, past Board Agenda item(s)
☒ Background checks **ONLY ONE ORIGINAL IS NEEDED**

Final Touches:

- ☐ Organize file/Remove superfluous papers from file
☐ Complete Log Sheet (each time the file is resubmitted)

ENCUMBRANCES:

- Things to do: ☐ Confirm all information on PO is correct (including contract number, description, contract dates, past amendments, etc.)
☐ Verify previous encumbrances are correct per JDE
☐ Ensure sum and grand totals are correct
☐ Remember to include Departments' allotments and their total amount encumbered
☐ Confirm contract is still in effect and encumbrance does not exceed contract total
☐ Verify PO and Requisition are in agreement

Things to flag:

- ☐ Contract term pages
☐ Previous amendments
☐ Previous Board Agenda Items

Final Touches:

- ☐ Complete Log Sheet (each time the file is resubmitted)

NEW CONTRACTS:

- Things to do: ☐ Confirm contract description, number, term, Board approval (if applicable) and amount are correct and consistent on all documents
☐ Confirm all exhibits and attachments are included in contract
☐ Confirm information provided by vendor is correct and in agreement with all sections of contract and PO
☐ Confirm PO follows PO template and includes correct dollar amount and contract term
☐ Obtain SAO signature, if applicable
☐ Confirm all corrections have been made, if applicable

Things to keep outside of file:

- ☐ Fact Sheet
☐ Board Agenda item or a copy of the Intent to Execute
☐ ~~Successful and, if applicable, unsuccessful letters~~
☐ ~~If applicable, letter to unsuccessful low bidder~~
☐ Contract, PO
☐ Contract Compliance M/WBE determination letter, if applicable

Things to flag inside of file:

- ☐ Recommendation to Award
☐ Bid tab
☐ Background Checks

Final Touches:

- ☐ Put contract signature page on top of each contract
☐ Read PO, all letters, and other documents for completeness and correctness
☐ Organize file/Remove superfluous papers from file
☐ Complete Log Sheet (each time the file is resubmitted)

AMENDMENTS:

- Things to do: ☐ Verify amendment is allowed per the Procurement Code and Contract
☐ Confirm information provided by vendor is correct and in agreement with amendment
☐ Confirm contract description, number, term, Board approval (if applicable) and amount are correct and consistent on all documents
☐ Confirm information on PO and amendment is correct and consistent (including contract dates, past amendments, etc.)
☐ Confirm authority levels are adhered to in order to execute the Amendment
☐ Confirm original approval of contract (by CPO/Board)

FACT SHEET FOR SHANNON–March 2015 BOARD

Contract No.: 1455-14151

Section No.: 13-23932-01-RP

Buyer: Danuta Rusin

Type of Purchase: New Contract

Original Procurement Approach: Invitation for Bid

- 1) **Project Name:** 151st Street – Vincennes Avenue to Second Avenue
- 2) **Recommended Vendor:** Capitol Cement Company, Inc.
- 3) **Original Award Amount:** \$1,742,690.05
- 4) **Original Contract Term, including renewal options:** March 18, 2015 thru October 9, 2017
- 5) **Amendment:** N/A
- 6) **User Dept. or County Wide:** Department of Transportation and Highways
- 7) **Description of the Procurement (Scope):** The project will consist of reconstructing the existing asphalt pavement to a 10" jointed concrete pavement with curb and gutter. The existing PVC water main between Halsted Street and 2nd Avenue is to be relocated to the north parkway and replaced with a ductile iron pipe water main. The project will also include improvement of the intersection of 151st Street and Vincennes Avenue, drainage additions and adjustments, striping, traffic protections and other related road works.
- 8) **Number of Submittals Received:** 3

G & V Construction Company

Capitol Cement Company

Path Construction Company

- 9) **Contract Compliance Goal:** 34% DBE

DBE	Status	Dollar Amount	%
J. Jasso Trucking Co.	DBE	\$260,000.00	14.92%
West Fuels, Inc.	DBE	\$24,000.00	1.38%
Material Solutions Lab Corp.	DBE	\$10,000.00	0.57%
D.J. Massat, Inc.	DBE	\$36,500.00	2.10%
Smith Maintenance Co.	DBE	\$24,800.00	1.42%
Garces Contractors, LLC	DBE	\$233,066.00	13.37%
Marking Specialists Corp.	DBE	\$5,973.20	0.34%
Total DBE Participation:		\$594,339.20	34.10%

- 10) **Cost Savings:** N/A

Difference between EE and other bids	Estimate	Bid	Difference	%
Engineer Estimate	\$ 1,404,412.50			
G&V Construction Company (non – responsive)		\$ 1,654,223.25	\$ 249,810.75	17.79%
Capitol Cement Company		\$ 1,742,690.05	\$ 338,277.55	24.09%
Path Construction Company		\$ 1,808,995.00	\$ 404,582.50	28.81%

FACT SHEET FOR SHANNON–March 2015 BOARD

- 11) **Date Requisition Entered in Prodagio: 10/17/2014**
- 12) **Date OCPO Assigned to Buyer: 10/20/2014**
- 13) **Date posted: 11/12/2014**
- 14) **Bid Opening date: 12/10/2014**
- 15) **History:** See a procurement timeline below.

10/21/14 - Reached out to DOTH regarding solicitation package. DOTH submitted final version for review, need to review solicitation package. Tentative advertisement date is 11/12/14.

11/5/14 - Reviewed Bid Book, e-mailed comments to DOTH

11/7/14 - received revised bid book with new forms for HUD, part of the project will be funded via HUD. Conference call set at 1:30 to go over HUD special provisions and if IDOT reviewed and approved with HUD inserted forms

11/12/14 - Advertised in the paper, posted on the web

11/21/14 - All questions from vendors due today, addendum will be posted next week.

12/10/14 - Bids opened - received 3 bids, evaluating bids. DOTH received a copy for their internal evaluation purposes.

12/17/14 - Received DOTH recommendation, DOTH is recommending the 2nd lowest bidder - Capital Cement. Need to double check why the lowest bidder, G & V, was not recommended.

12/30/14 - Called G & V and asked for prequalification for Portland Cement Concrete Paving on Eligibility List. G & V submitted some additional documentation to support this but G & V are not prequalified under IDOT for Portland Cement Concrete Paving work, need to discuss with Jacinta Epting.

1/8/15 - Submitted rejection letter for lowest bidder, G&V, to J. Epting for review

1/13/14 - J. Epting approved G&V letter, submitted to C. Ng for review/CPO approval

1/16/14 - Submitted Capitol Cement (second lowest bidder) UP to Contract Compliance. Started background checks.

1/21/15 - Background checks complete

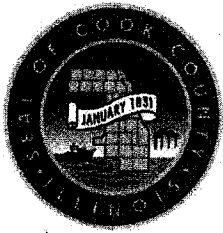
1/23/15 - Notified by J. Killen (Sis) DOTH this is not going to Feb. Board, preparing contract file for March Board

2/9/15 - Received revised DOTH recommendation. Recommendation references G&V being non-responsive due to DBE goal. Need to discuss with C. Ng, this was not why G&V was found non-responsive. Waiting for Compliance approval memo in order to submit draft contract to DOTH. DOTH is preparing to present this to March Board. In order to make March deadline I will need to have Compliance approval memo by 2/17/15.

2/17/15 - Received Compliance Recommendation & revised DOTH recommendation

2/18/15 - Drafted contract for DOTH to submit to IDOT for IDOT's approval prior to obtaining Board approval. P&P Bond approved by SA, inserted approved insurance and trust agreement in the contract file for IDOT to review.

2/25/15 - Preparing fact sheet/contract file for March Board.



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT B. 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

ELIZABETH ANN DODDY GORMAN
17th District

Department of Transportation and Highways

John Yonan, P.E.

Superintendent

69 West Washington Street, 23rd Floor • Chicago, Illinois 60602-3007 • (312) 603-1601

February 17, 2015

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, Illinois 60602

RE: 151st Street
Vincennes Avenue to Second Avenue
in the Village of Phoenix
Section: 13-23932-01-RP
IDOT Job No. C-91-343-14
CDBG No. 1311-076
Cook County Contract No.: 1455-14151

Dear Ms. Andrews:

The Department of Transportation and Highways respectfully submits the proposed improvements for 151st Street. Competitive bidding procedures were followed in accordance with the Cook County Procurement Ordinance, with advertisement of the subject project on November 12, 2014.

The Office of the Chief Procurement Officer received three (3) bids which were opened on December 10, 2014. A tabulation of the proposals received is attached hereto from the following contractors.

G&V Construction Company, Inc.	\$ 1,654,223.25
Capitol Cement Company, Inc.	\$ 1,742,690.05
Path Construction Company	\$ 1,808,995.00

A responsiveness and responsibility review was conducted on the three (3) bids received on December 10, 2014. G & V Construction Company was the lowest bidder with a bid in the amount of \$1,654,223.25. However, G & V Construction did not meet the technical specifications established by Cook County Special Provision #45 and the Illinois Department of Transportation (IDOT) 44 IL Administrative Code Section 650, adopted July 1, 1994 and amended December 7, 2000 – Appendix A – Available Work Categories – Category #2 – Portland Cement Concrete Paving, specifying that the paving contractor performing this work shall be pre-qualified by IDOT.

Ms. Shannon E. Andrews
Chief Procurement Officer

February 17, 2015

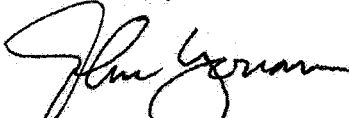
RE: 151st Street
Vincennes Avenue to Second Avenue
in the Village of Phoenix
Section: 13-23932-01-RP
IDOT Job No. C-91-343-14
CDBG No. 1311-076
Cook County Contract No.:1455-14151

Therefore, the Department of Transportation and Highways is recommending that the G & V Construction Company bid be considered non-responsive.

It is therefore respectively recommended that the contract be awarded to Capitol Cement Company, Inc. of Chicago, IL in the amount of \$1,742,690.05. Although the bid is 24% above the Engineer's Estimate, this bid had slightly higher unit prices for many pay items which was consistent with other bids received and current industry trends.

If you have any questions or concerns, please do not hesitate to contact me at (312) 603-1601 or my e-mail address John.Yonan@cookcountyil.gov.

Very truly yours,



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



All documents downloaded by Contract Number

[Back to Reports](#)

Opening

Bid documents

From department
downloaded vendors

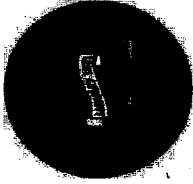
1455-14151 Total documents: 1 Total downloads: 125

1455-14151, 151ST STREET VINCENNES AVENUE TO SECOND AVENUE - VILLAGE OF PHOENIX (125)

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, Date Posted 2014-11-12, Bid Open 2014-12-10

A to Z Construction Layout, 6929 W. 109th Avenue, Crown Point, IN Contact Person: Ken Adler Tel: 219-663-3355 Fax: 219-663-1620
 A-K UNDERGROUND INC., 8119 NOTTINGHAM ROAD, TINLEY PARK, IL Contact Person: AL KULIG Tel: 7085321212 Fax: 7085323530
 Acme Construction, 69 West Washington Street, Chicago, IL Contact Person: Joe Contractor Tel: 312-603-1714 Fax:
 Acura Inc, 556 County Line Road, Bensenville, IL Contact Person: Valentin Schiop Tel: 6307669979 Fax:
 Advance Electrical Supply Co, 283 N Oakley Blvd, Chicago, IL Contact Person: Oliver Maudlin Tel: 3124469948 Fax: 3124210826
 Aerometric, Inc., 4020 Technology Parkway, Sheboygan, WI Contact Person: Jeffrey Stroub Tel: 1-920-457-3631 Fax: 1-920-457-0410
 AMERICAN ASPHALT SURFACE RECYCLING, INC., 13301 SOUTHWEST HIGHWAY, ORLAND PARK, IL Contact Person: CHERYL JAGER Tel: 708-
 American Concrete Restorations, 115375 Jeans Road, Lemont, IL Contact Person: Cathy Burkert Tel: 630/887-0670 Fax: 630/887-0440
 American GeoEngineering, Inc, 399-A wall street, glendale heights, IL Contact Person: mohammad salem Tel: 630-894-9800 Fax: 630-894-9868
 Anagnos Door, 7800 S. Archer Rd., Justice, IL Contact Person: Emmitt Williams Tel: 708-728-9000 Fax: 708-728-9026
 AREATHA CONSTRUCTION CO., INC., 4N446 MEDINAH ROAD, ADDISON, IL Contact Person: RAJ PATEL Tel: 630-834-9853 Fax: 630-834-9856
 Aztec Material Corp., 3824 W. 28th Street, Chicago, IL Contact Person: Joel Arce Tel: 773-521-0909 Fax:
 Benchmark Construction, Benchmark Construction Co, Bartlett, IL Contact Person: Dave Novotny Tel: 847-857-9738 Fax:
 Benchmark Construction, 2260 Southwind Blvd., Bartlett, IL Contact Person: Dominick Fiordirosa Tel: 630-497-1700 Fax: 630-497-1737
 Berger Excavating Contractors Inc., 1205 Garland Rd., Wauconda, IL Contact Person: Kyle Berger Tel: 8475265457 Fax: 8475264204
 BidClerk, 28 N Clark, Chicago, IL Contact Person: Jim Rittenhouse Tel: 677-737-6482 Fax: 312-275-7197
 BIDNET, 20A RAILROAD AVENUE, ALBANY, NY Contact Person: NANCE RIVERS Tel: 800-677-1997 Fax: 800-721-8885
 BidOcean, PO Box 40445, Grand Junction, CO Contact Person: Elic Johnson Tel: 866-347-9657 Fax:
 Bidtool.net, 14205 N Mopec EXPY, Austin, TX Contact Person: Maria Shelby Tel: 888-508-7813 Fax: 630-214-3924
 Black Dog Corp, 3729 N Ravenswood suite 116-117, Chicago, IL Contact Person: Amit Gauri Tel: 773-697-3319 Fax: 773 303 8833
 Capitol Cement Co, 6231 N Pulaski Road, Chicago, IL Contact Person: Jameson Owen Tel: 7736171520 Fax:
 Catholic Protection Management, Inc., 522 Sinton Ave, Colorado Springs, CO Contact Person: Erica Slead Tel: 719-576-3189 Fax: 719-576-1741
 Can-Tech Electrical Contractors, Inc., 108 E. 150th Street, Harvey, IL Contact Person: Irvin King Tel: 7083315307 Fax: 7083319739
 Chicago Testing Laboratory, Inc., 1348 Ridge Road, Elk Grove Village, IL Contact Person: Christopher Chan Tel: 847-228-1079 Fax:
 City Lights, Ltd., 9993 Virginia Avenue, Chicago Ridge, IL Contact Person: Cheryl Foley Tel: 708-581-7123 Fax: 773-528-5415
 Civil Limit Consulting, 68 Holbrook Road, Chicago Heights, IL Contact Person: Virginia Thornton Tel: 708-220-1548 Fax: 708-550-4417
 CMC Paving Solutions, 11950 S. Harlem Ave. Suite 201, Palos Heights, IL Contact Person: Jerry Henliff Tel: 708-361-2310 Fax: 708-361-2549
 Concrete Specialties Co., 1375 Gifford Road, Elgin, IL Contact Person: Jim Teske Tel: 708-339-7765 Fax: 708-339-3706
 Concrete Specialties Co., 900 W. 9th Street, Lockport, IL Contact Person: Paul Becerra Tel: (815) 834-0320 Fax:
 Concrete Structures of the Midwest, Inc., 1845 Western Drive, West Chicago, IL Contact Person: James Ryan Tel: 630-293-5775 Fax: 630-293-5814
 Construction Bid Source, 6265 HWY 9, Felton, CA Contact Person: Patty Gibson Tel: 2097729368 Fax:
 Contech Construction Products Inc., 1200 Harger Road, Oak Brook, IL Contact Person: Sue Collins Tel: 630-573-1110 Fax: 630-573-0079
 Cook County, 118 N. Clark, Chicago, IL Contact Person: Danuta Rusin Tel: 708-603-3948 Fax:
 Cook County Department of Highways - Contract, 69 West Washington Street - Room 2400, Chicago, IL Contact Person: Elaine McLaughlin Tel: 312-603-
 cookcounty highway department, 69 WEST WASHINGTON STREET, chicago, IL Contact Person: MOHAMMED SAYEED Tel: 312-603-1733 Fax:
 Cotter Consulting, 100 South Wacker, Chicago, IL Contact Person: Benjamin van Loon Tel: 3123271302 Fax:
 County of Cook, 118 N. Clark St, Chicago, IL Contact Person: Carolyn Jones Tel: 312-603-5370 Fax:
 CSI 3000, 954 W. Cullerton, Chicago, IL Contact Person: Rey Rivera Tel: 312-375-8408 Fax:
 CTS Cement Manufacturing Corporation, 11065 Knott Ave, Cypress, IL Contact Person: Sean Casey Tel: 1-773-355-8072 Fax:
 D Construction, Inc., 1340 W 171st, Hazel Crest, IL Contact Person: KEITH ARQUILLA Tel: 708-335-2323 Fax: 708-335-0780
 D. Construction, Inc., 1488 So. Broadway, Coal City, IL Contact Person: Alicia Blackwell Tel: 815-634-2555 Fax: 815-634-8748
 DataBid, 411 S. State St., Newtown, PA Contact Person: Jaret Miller Tel: 8889293282 Fax: 8889299293
 Davis Concrete Construction, 11633 S Mayfield Ave, Alsip, IL Contact Person: Chaz Davis Tel: 7083881100 Fax:
 Davis Concrete Construction Co., 11633 S. Mayfield Avenue, Alsip, IL Contact Person: Jim Grutzius Tel: 7083881100 Fax: 7083889642
 Deigan & Associates, LLC, 162 E. Cook Ave., Libertyville, IL Contact Person: Dominic Strezo Tel: 8475785000 Fax:
 Deltak, 2291 Wood Oak Drive, Herndon, VA Contact Person: Derick Guillarte Tel: 571-308-5946 Fax:
 ENGINEERING SERVICES GROUP, 4260 Westbrook Drive, suite 115, Aurora, IL Contact Person: RAHILA REHMAN Tel: 6307802800 Fax: 6305665168
 ESI Consultants, Ltd., 1979 N Mill Street, Suite 100, Naperville, IL Contact Person: Kristine Coffin Tel: 630-420-1700 x2112 Fax: 630-420-1733
 Everlights Inc, 8027 Lawndale, Skokie, IL Contact Person: Mike Walkowski Tel: 773-734-9873 Fax: 773-734-9874
 Everstone Construction, 2801 Meyers Road, Oak Brook, IL Contact Person: Alecs Ho Tel: 630-772-9393 Fax:
 exp. US Services, Inc., 205 North Michigan Avenue, Suite 3600, Chicago, IL Contact Person: Parviz Boroumand Tel: 312.616.7416 Fax: 312.616.6069
 G & V Construction, 5239 W Diversey, Chicago, IL Contact Person: Robert Getto Tel: 773-417-8683 Fax: 773-417-8687
 G&V Construction Co., 371 S. Evergreen St, Bensenville, IL Contact Person: Anna Favuzzi Tel: 630-595-8474 Fax: 630-595-6477
 Gallagher Asphalt Corporation, 18100 S. Indiana Avenue, Thornton, IL Contact Person: Jeff Kolmodin Tel: 708-877-7160 Fax: 708-877-5222
 GETUM, Inc., 453 Haverwood Drive, Round Lake, IL Contact Person: Dan Peterson Tel: 847 738-1604 Fax: 847 201-1495
 Greco Contractors, Inc., 2100 S Mount Prospect Road, Des Plaines, IL Contact Person: Alex Occhipinti Tel: 8478357800 Fax: 8476357825
 H&H Electric Company, 2830 Commerce Street, Franklin Park, IL Contact Person: Robert Hallahan Tel: 708-453-2222 Fax: 708-453-2851
 Hard Rock Sawing & Drilling Specialist Co., P.O. 718, Keshena, WI Contact Person: Larry Dvoratchek Tel: 262-723-3333 Fax: 262-723-5060
 Hawk Enterprises, Inc., 1850 E. North St., Crown Point, IN Contact Person: Lynn Stupeck Tel: 219-662-8080 Fax: 219-662-8093
 HD Supply Waterworks, 220 s westgate dr, Carol Stream, IL Contact Person: Thomas Orłowski Tel: 6308851800 Fax:
 Hecker and Company, Inc., 250 Industrial Lane, Wheeling, IL Contact Person: Dan Burke Tel: 8474599222 Fax:
 Hennegan and Associates, 46 Ed Bossert Drive, Lemont, IL Contact Person: James Hennegan Tel: 630-257-3317 Fax: 630-257-8450
 HOME TOWNE ELECTRIC, 35220 N. RT 83, LAKE VILLA, IL Contact Person: KURT HANNES Tel: 8472232800 Fax: 8472237577

Industria Inc., 2856 N. Campbell Ave., Chicago, IL Contact Person: Paul Daniel Tel: 773-697-0190 Fax: 773-697-0191
 iSQFT Construction Software Technology, 4500 Lake Forest Drive, Cincinnati, OH Contact Person: Sean Peguero Tel: 8003842059 Fax: 8665708187
 JOHN BURNS CONSTRUCTION, 17601 SOUTHWEST HWY, ORLAND PARK, IL Contact Person: COLLEEN DONAHUE Tel: 708-326-3410 Fax: 708-326-3410
 K-Five Construction, 13769 Main Street, Lemont, IL Contact Person: Barbara Vicks Tel: 630-257-5600 Fax: 630-257-6788
 K-Five Construction Corp., 13769 Main Street, Lemont, IL Contact Person: Joe Bodzioch Tel: 6302575600 Fax:
 Katalyst Technologies, 500 Davis Street, Ste. 801, Evanston, IL Contact Person: Gina Forucaci Tel: 8474254290 Fax:
 KLF Excavating, 2300 W 187th St, Markham, IL Contact Person: Phillip Marriott Tel: 7085599843 Fax: 7083390100
 KLF Excavating, 2700 W 167th St, Markham, IL Contact Person: Ryan Hermosillo Tel: 708.331.4200 Fax:
 LABORERS LOCAL UNION #25, 9838 W. ROOSEVELT ROAD, WESTCHESTER, IL Contact Person: DAVID GROSSKLAUS Tel: 708-334-1165 Fax:
 Lochmueller Group, 20 N Wacker Dr, Chicago, IL Contact Person: Leon Kraut Tel: 7737150056 Fax:
 M & J Asphalt Paving Company, 3124 S 60th Court, Cicero, IL Contact Person: Daniel Cariquetti Tel: 708-222-1200 Fax:
 Mackie Consultants, LLC, 9575 W. Higgins Road, Rosemont, IL Contact Person: Martin Burke Tel: 8478961400 Fax: 8476981410
 Marking Specialists Corporation, 214 Crystal Street, Cary, IL Contact Person: Robert Buerer Tel: 847-462-0695 Fax: 847-462-0929
 MAT Construction Co., 2405 Indian Ridge Drive, Glenview, IL Contact Person: Craig Ockerlund Tel: 847-404-0077 Fax:
 McGraw-Hill Construction, 1221 Avenue of the Americas, New York, NY Contact Person: Dodge Reporter Tel: 460-755-3581 Fax:
 Meade Electric, 9550 W. EElth St. Suite A, McCook, IL Contact Person: Dominick Mulcrone Tel: 708 588-8281 Fax: 708 588-8226
 Meade Electric Co., Inc., 9550 W. 55th Street, McCook, IL Contact Person: Joan Maseili Tel: 708-588-2552 Fax: 708-588-2601
 Metromex Contractors, 2851 South Troy, Chicago, IL Contact Person: Dusiyant Patel Tel: 708-485-3000 Fax: 708-485-3011
 MIF, 17th Dr, St. Louis City, MO Contact Person: Abhrajyoti Chakrabarti Tel: 9865321245 Fax: 9865322255
 Midwest Construction Products, 401 Algonquin Road, Fox River Grove, IL Contact Person: Kevin Kimmes Tel: 847-639-2099 Fax:
 Midwest Pipe & Rebar Coating, 925 Kennedy Avenue, Schererville, IN Contact Person: Don Livingston Tel: 219-322-4564 Fax: 219-322-2761
 Misfits Construction Company, 233 South Wacker Drive, Chicago, IL Contact Person: John Thomas Tel: 3124205041 Fax:
 MQ Construction Co., 4323 N. Central Ave., Chicago, IL Contact Person: Brent Taylor Tel: 773-545-4749 Fax: 773-545-8528
 Natural Creations Landscaping, 356 E. Bruce St., Joliet, IL Contact Person: Mitchell Holmer Tel: 815-724-0991 Fax: 815-724-0996
 Nu Veterans Construction Services, Inc., 2722 S. Hillock Ave, Chicago, IL Contact Person: Nicholas Anos Tel: (630)768-7726 Fax:
 Onvia, 509 Olive Way, Seattle, WA Contact Person: Source Management Tel: 2063739500 Fax:
 Ozinga Materials, 19001 Old Lagrange Rd., Mokena, IL Contact Person: Jay Boban Tel: 708-326-3690 Fax: 708-326-3691
 Pan-Oceanic Engineering Co., Inc., 8501 WHIGGINS RD, Chicago, IL Contact Person: Gultzar Singh Tel: 773-601-8408 Fax: 773-601-8409
 Path Construction Company Inc., 3550 W. Salt Creek Lane, Arlington Heights, IL Contact Person: Paul Sowa Tel: 847-997-9147 Fax:
 Phillips Lighting, 10275 W. Higgins Rd., IL, IL Contact Person: David Daugherty Tel: 815-841-6357 Fax:
 Ploika Asphalt, 128 S Harris, Rockdale, IL Contact Person: John Ploika Tel: 8157418900 Fax:
 Prime Vendor Inc., 4822 Cedar Avenue Suite 123, Wilmington, NC Contact Person: Laurie Melnick Tel: 800-746-8554 Fax:
 Primera Engineers, Ltd, 100 S. Wacker Drive, Chicago, IL Contact Person: Michael Ewers Tel: 630-324-5142 Fax:
 Prologue, Inc., 1135 North Cleaver Street, Chicago, IL Contact Person: Nancy Jackson Tel: 7739359925 Fax: 7739359995
 Quality Saw and Seal, Inc., 7600 West 79th Street, Bridgeview, IL Contact Person: Kara Eiken Tel: 708-728-1895 Fax:
 R.W.Dunfeman Co., 600 s. Lombard Road, Addison, IL Contact Person: JAY LANDGRAF Tel: 630-953-1500 Fax: 630-932-0994
 Rausch Construction, 2717 South 13th Avenue, Broadview, IL Contact Person: Viral Patel Tel: 708-865-7300 Fax: 708-531-5254
 Ray's General Contractors and Cleaning, LLC, 269 E. 136th ST Suite 2, Chicago, IL Contact Person: Raymond Williams Tel: 7084411919 Fax:
 rcd, 21 denver street, denver, GA Contact Person: supriyo roy Tel: 810085769 Fax:
 Reliable Asphalt Corp., 3741 South Pulaski Rd., Chicago, IL Contact Person: Selly Gillan Tel: 773-547-1168 Fax: 773-913-2890
 Reyes Group Ltd., 15515 S. Crawford Avenue, Markham, IL Contact Person: Veronica Sifuentes Tel: 708-596-7100 Fax: 708-596-7184
 Robinson Engineering, 1700 South Park Avenue, South Holland, IL Contact Person: John Beissel Tel: 847-946-2163 Fax: 815-464-2801
 roughneck, 8400 lehigh ave., morton grove, IL Contact Person: murrill murphy Tel: 847966-6666 Fax: 847966-6874
 Roughneck Concrete Drilling & Sawing, 8400 Lehigh Ave., Morton Grove, IL Contact Person: Robert Kinney Tel: 847-966-6666 Fax: 847-699-6874
 S&J Construction Co., Inc., 18823 State Street, South Holland, IL Contact Person: John Kapovich Tel: 708-331-1816 Fax:
 Sanchez Paving Company, Inc., 16309 S Crawford, Markham, IL Contact Person: Tim Waters Tel: 708-333-1300 Fax: 708-333-4800
 Self-employed, 100 Main, Bartlett, IL Contact Person: David Smith Tel: 630-776-7104 Fax:
 SES Inc, 1400 Powls Road, West Chicago, IL Contact Person: Al Mendoza Tel: 6308245221 Fax: 6302314945
 Sheridan Plumbing & Sewer, 6754 W 74th Street, Bedford Park, IL Contact Person: Arthur Airmaro Tel: 708-475-7114 Fax: 708-475-7138
 Speedy Gonzalez Ldsp, 10624 S. Torrence Ave, Chicago, IL Contact Person: Jim Mass Tel: 773-734-7780 Fax: 773-734-7780
 sUPREME IAND IMPROVEMENTS, 288 Woodside Drive, west chicago, IL Contact Person: Dominic Fiordiroso Tel: 6308773408 Fax: 6308768815
 technical development corp. of asia, 17450 castle drive, tinley park, IL Contact Person: wilbert tan Tel: 708-969-0752 Fax: 708-614-1121
 Thome Electric, Inc., P.O. Box 321, Wheaton, IL Contact Person: Shelly Thome Tel: 630-888-4853 Fax:
 Traffic Control Corp, 780 W. Belden Ave Ste D, Addison, IL Contact Person: Mary Szymanski Tel: 630-543-1300 Fax:
 Traffic Service, Inc., 2260 Southwind Blvd, Bartlett, IL Contact Person: Bob Van De Velde Tel: 630 4973478 Fax: 630 4971737
 Traffic Services Inc, 2260 Southwind Blvd, Bartlett, IL Contact Person: Felix Giammarino Tel: 2246280248 Fax: 630-497-1747
 Trigg Construction, Inc., 1975 Powls Rd, West Chicago, IL Contact Person: Art Merkelz Tel: 630-584-4490 Fax: 630-584-0271
 V&K Management Inc., 16015 S. Jodi Rd, Mokena, IL Contact Person: Stephaun Raines Tel: 3126568343 Fax:
 Vixen Construction, Inc., 7600 W. 79th Street, Bridgeview, IL Contact Person: Ryan Bomstad Tel: 708-728-1950 Fax: 708-728-1980
 VMR Contractors, Inc, 16710 Richmond Ave. Sult 6, Hazelcrest, IL Contact Person: Vince Roberson Tel: 708-276-2648 Fax:
 Windy City Contracting, 2548 W Division St, Chicago, IL Contact Person: Jorge Elizondo Tel: (773) 245-4080 Fax: (773) 920-3330
 ziebell water service products, 2001 pratt, elk grove village, IL Contact Person: robert mroz Tel: 847-417-3374 Fax: 630-820-9928



COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER

PRELIMINARY BID TABULATION

PROJECT NAME: 151ST ST. VINCENNES - SECOND - VILLAGE OF PHOENIX - TRANSPORTATION & HIGHWAYS CONTRACT No.: 1455-14151
CONTRACT NEGOTIATOR: DONNA RUSIN DUE DATE: DECEMBER 10, 2014

G & V Construction Co	Chicago, IL	1,654,223.25	(35)
Capitol Cement Co	Chicago, IL	1,747,341.40	(35)
Path Construction Co	Arlington Heights, IL	1,808,995.00	(35)

Note: Bids are subject to review for completeness, accuracy, and compliance with all terms and conditions provided in the bid specifications.

Toni Preckwinkle
President

Shannon E. Andrews
Chief Procurement Officer

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board
of CommissionersEARLEAN COLLINS
1st DistrictROBERT STEELE
2nd DistrictJERRY BUTLER
3rd DistrictSTANLEY MOORE
4th DistrictDEBORAH SIMS
5th DistrictJOAN PATRICIA MURPHY
6th DistrictJESUS G. GARCIA
7th DistrictEDWIN REYES
8th DistrictPETER N. SILVESTRI
9th DistrictBRIDGET GAINER
10th DistrictJOHN P. DALEY
11th DistrictJOHN A. FRITCHEY
12th DistrictLARRY SUFFREDIN
13th DistrictGREGG GOSLIN
14th DistrictTIMOTHY O. SCHNEIDER
15th DistrictJEFFREY R. TOBOLSKI
16th DistrictELIZABETH ANN DOODY GORMAN
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

February 17, 2015

Ms. Shannon Andrews
Chief Procurement Officer
118 N. Clark St., Room 1018
Chicago, IL 60602Re: Contract No. 1455-14151
151st Street
Department of Transportation and Highways

Dear Ms. Andrews:

The following bid response for the above-referenced contract has been reviewed for compliance regarding the Disadvantage Business Enterprises Requirements for this contract. The proposed Utilization Plan has been found to be responsive to the project specific goals of 34% DBE participation set forth for this contract, in accordance to the County Code.

Vendor: Capitol Cement Co., Inc.
Bid Amount: \$1,742,690.05

<u>DBE</u>	<u>Status</u>	<u>Dollar Amount</u>	<u>Commitment</u>
J. Jasso Trucking Co.	DBE (9)- IDOT	\$ 260,000.00	14.92% D
West Fuels, Inc.	DBE (6)- IDOT	\$ 24,000.00	1.38% D
Material Solutions Lab Corp.	DBE (8)- IDOT	\$ 10,000.00	0.57% D
D.J. Massat, Inc.	DBE (7)- IDOT	\$ 36,500.00	2.10% D
Smith Maintenance Co.	DBE (6)- IDOT	\$ 24,800.00	1.42% D
Garces Contractors, LLC.	DBE (7)- City of Chicago	\$ 233,066.00	13.37% D
Marking Specialists Corp.	DBE (9)- IDOT	\$ 5,973.20	0.34% D
	TOTAL	\$ 594,339.20	34.10%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award.

Sincerely,

Jacqueline Gómez
Contract Compliance Director

JG/SS

cc: John Yonan, DOTH
Danuta Rusin, OCPO

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF March, 2015

IN THE CASE OF A BID, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1455-14151

OR

ITEM(S), SECTION(S), PART(S): 13-23932-01-RP

TOTAL AMOUNT OF CONTRACT: \$ 1,742,690.05
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAR 11 2015

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 Cook County 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. 10825, 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 12/10/14 day of 2014 by:

TENTH

Firm Name:

DAN

MELNYK

By:

Title:

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: C-91-343-14

(NUMBER)

to: Capitol Cement Company, Inc.

(BIDDER)

The penalty of this bond is to be \$ 1,747,341⁴⁰

(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

Travelers Casualty and Surety Company of America
 (SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE



Susan K. Landreth

(ATTORNEY-IN-FACT) Susan K. Landreth

03609

31194

AMB #

NAIC

SEAL



**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS
TRUST AGREEMENT**

THIS TRUST AGREEMENT is made and entered into by and between the County of Cook, by and through the Department of Transportation and Highways, whose address is 69 West Washington, Suite 2300, Chicago, Illinois, 60602, hereinafter called the COUNTY, and 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 SOUTH 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 1455-14151; 151st STREET – VILLAGE OF PHOENIX – 151st Street to 2nd Avenue Section Number 13-23932-01-RP; Route 239, IDOT Job Number: C-91-343-14; CDBG Number: 1311-076 Fed; in the Township of THORNTON providing for the construction of a COUNTY highway improvement for a total price of \$ 1,742,690.05 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 CO
 Company Name
 By: [Signature]
 Printed Name: MIKE B FARSAHI
 Title: President
 ATTEST: [Signature]
 Printed Name: MIKE B FARSAHI
 Title: President

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

Bond No. 106047383

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 Seven Hundred Forty Two
Thousand Six Hundred Ninety and 05/100 --- Dollars (\$ 1,742,690.05), 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 23rd day of January A.D. 20 15.

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
151st STREET - VILLAGE OF PHOENIX - Vincennes Avenue to 2nd Avenue, Route 239, Section 13-23932-
01-RP; IDOT Job No. C-91-343-14; CDBG No. 1311-076; in THORNTON Township; Cook County Contract No.
1455-14151.

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.

PRINCIPAL/CONTRACTOR

SEAL

By

PRESIDENT

SECRETARY

Travelers Casualty and Surety Company of America

SURETY

SEAL

By

Susan K. Landreth
 SURETY/ATTORNEY-IN-FACT Susan K. Landreth
 (ATTACH POWER OF ATTORNEY)

03609
 AMB#

31194
 NAIC#

Approved as to form:

By:

James J. McKee
 ASSISTANT STATES ATTORNEY
 PW5.18

State of **ILLINOIS**

} ss:

County of **Cook**

On **January 23, 2015**, before me, a Notary Public to and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Susan K. Landreth**

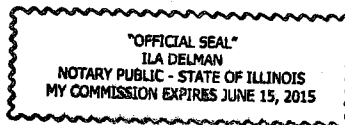
known to me to be Attorney-in-Fact of **Travelers Casualty and Surety Company of America**
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and be duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 06/15/2015

Ila Delman

Notary Public





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. 106047383

Principal: Capitol Cement Company, Inc.

OR

Project Description: 151st Street - Vincennes Avenue to Second Avenue
Obligee: County of Cook

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 **10th** day of **September, 2012**.

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:

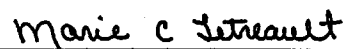

Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, 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, 2016**.




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 23rd day of January, 2015

Kevin E. Hughes

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 ____ day of _____ A.D., 20____ 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 # **1455-14151; 151st STREET – VILLAGE OF PHOENIX – Vincennes Avenue to 2nd Avenue**, in the Township of **THORNTON**, County of Cook, and State of Illinois, said section known or to be known as Section: **13-23932-01-RP Route 239; IDOT Job No. C-91-343-14; CDBG No. 1311-076** 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 **October 9, 2015**. The contract period is **March 18, 2015 through October 9, 2017**.

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: October 9, 2015

Milestone 3

Requirement: Completion of All Punch List Work and Final Inspection.

Restrictions: Completion of all punch list work within 30 Calendar days from the Pre-Final inspection of each section of the contract

Due Date: November 9, 2015

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: April 8, 2016

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).

Due Date: October 9, 2017

Contractor: _____

151ST STREET
VINCENNES AVENUE TO SECOND AVENUE
SECTION: 13-23932-0-RP**SCHEDULE OF PRICES**

ITEM NO.	PAY CODE	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	20201200	200	CU YD	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	\$ -	\$ -
2	20700220	200	CU YD	POROUS GRANULAR EMBANKMENT		
3	20800150	1,444	CU YD	TRENCH BACKFILL		
4	21101615	2,713	SQ YD	TOPSOIL FURNISH AND PLACE, 4"		
5	25000400	34	POUND	NITROGEN FERTILIZER NUTRIENT		
6	25000500	34	POUND	PHOSPHORUS FERTILIZER NUTRIENT		
7	25000600	34	POUND	POTASSIUM FERTILIZER NUTRIENT		
8	25200110	2,713	SQ YD	SODDING, SALT TOLERANT		
9	25200200	27	UNIT	SUPPLEMENTAL WATERING		
10	28000400	2,000	FOOT	PERIMETER EROSION BARRIER		
11	28000510	14	EACH	INLET FILTERS		
12	35101600	1,015	SQ YD	AGGREGATE BASE COURSE, TYPE B 4"		
13	42000500	5,556	SQ YD	PORTLAND CEMENT CONCRETE PAVEMENT 10"		
14	42001300	5,556	SQ YD	PROTECTIVE COAT		
15	42300400	537	SQ YD	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH		
16	42400200	1,905	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH		
17	42400410	1,075	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH		
18	42400800	60	SQ FT	DETECTABLE WARNINGS		
19	44000100	5,085	SQ YD	PAVEMENT REMOVAL		
20	44000200	684	SQ YD	DRIVEWAY PAVEMENT REMOVAL		
21	44000500	2,698	FOOT	COMBINATION CURB AND GUTTER REMOVAL		
22	44000600	1,965	SQ FT	SIDEWALK REMOVAL		
23	55100200	101	FOOT	STORM SEWER REMOVAL, 6"		
24	55100300	93	FOOT	STORM SEWER REMOVAL, 8"		
25	55100500	199	FOOT	STORM SEWER REMOVAL, 12"		
26	55100700	24	FOOT	STORM SEWER REMOVAL, 15"		
27	60218400	3	EACH	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID		
28	60250200	2	EACH	CATCH BASINS TO BE ADJUSTED		

(CONTINUED ON NEXT PAGE)

Contractor: _____

151ST STREET

VINCENNES AVENUE TO SECOND AVENUE

SECTION: 13-23932-0-RP

SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
29	60253000	3	EACH	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME, OPEN LID	\$ -	\$ -
30	60257900	1	EACH	MANHOLES TO BE RECONSTRUCTED		
31	60265700	7	EACH	VALVE VAULTS TO BE ADJUSTED		
32	60500040	3	EACH	REMOVING MANHOLES		
33	60500050	10	EACH	REMOVING CATCH BASINS		
34	60603800	2,831	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12		
35	66900200	3,753	CU YD	NON SPECIAL WASTE DISPOSAL		
36	66900450	1	L SUM	SPECIAL WASTE PLANS AND REPORTS		
37	66900530	2	EACH	SOIL DISPOSAL ANALYSIS		
38	67000400	6	CAL MO	ENGINEER'S FIELD OFFICE , TYPE A		
39	72000100	30	SQ FT	SIGN PANEL - TYPE 1		
40	72400200	4	EACH	REMOVE SIGN PANEL ASSEMBLY - TYPE B		
41	72800100	48	FOOT	TELESCOPING STEEL SIGN SUPPORT		
42	73100100	4	EACH	BASE FOR TELESCOPING STEEL SIGN SUPPORT		
43	78008210	1,000	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"		
44	78008230	282	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"		
45	78008270	195	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"		
46	*****	489	FOOT	CUTTING HOT-MIX ASPHALT SURFACE		
47	*****	6,267	SQ YD	AGGREGATE SUBGRADE, 12 IN		
48	*****	1	L SUM	CRUSHED STONE (TEMPORARY USE)		
49	*****	1	EACH	CLEANING EXISTING CATCH BASINS		
50	*****	544	FOOT	STORM SEWERS, TYPE 1 (RCCP CLASS IV) 12 IN		
51	*****	90	FOOT	STORM SEWERS, TYPE 2 (RCCP CLASS III) 12 IN		
52	*****	24	FOOT	STORM SEWERS, TYPE 2 (RCCP CLASS III) 15 IN		
53	*****	1	EACH	VALVE VAULTS TO BE REMOVED		
54	*****	795	FOOT	WATER MAIN (DUCTILE IRON) 12 IN		
55	*****	122	FOOT	WATER MAIN REMOVAL, 6 IN		
56	*****	706	FOOT	WATER MAIN REMOVAL, 12 IN		

(CONTINUED ON NEXT PAGE)

***** CCDOTH PAY ITEM (See Special Provisions)

Contractor: _____

151ST STREET

VINCENNES AVENUE TO SECOND AVENUE

SECTION: 13-23932-0-RP

SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUAN-TITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
57	*****	20	FOOT	STORM SEWERS (DUCTILE IRON PIPE) 6 IN	\$ -	\$ -
58	*****	143	FOOT	WATER MAIN (DUCTILE IRON) 6 IN		
59	*****	1	EACH	FIRE HYDRANT ASSEMBLIES WITH AUXILIARY VALVE AND VALVE BOX		
60	*****	1	EACH	SURVEY MONUMENTS		
61	*****	1	L SUM	TRAFFIC CONTROL DEVICES - DETOUR ROUTING		
62	*****	1	L SUM	TRAFFIC PROTECTION		
63	*****	15	EACH	CATCH BASINS, TYPE A2, 4 FT DIA WITH FRAME, OPEN LID, TYPE 1		
64	*****	30	SQ YD	PAVEMENT REPLACEMENT		
TOTAL					\$	-

SCHEDULE OF PRICES
151ST STREET - VINCENNES AVE TO SECOND AVE
IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	20201200	200	CU YD	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	\$10.00	\$2,000.00
2	207000220	200	CU YD	POROUS GRANULAR EMBANKMENT	\$50.00	\$10,000.00
3	20800150	1,444	CU YD	TRENCH BACKFILL	\$45.00	\$64,980.00
4	21101615	2,713	SQ YD	TOPSOIL FURNISH AND PLACE, 4"	\$10.00	\$27,130.00
5	25000400	34	POUND	NITROGEN FERTILIZER NUTRIENT	\$5.00	\$170.00
6	25000500	34	POUND	PHOSPHORUS FERTILIZER NUTRIENT	\$5.00	\$170.00
7	25000600	34	POUND	POTASSIUM FERTILIZER NUTRIENT	\$5.00	\$170.00
8	25200110	2,713	SQ YD	SODDING, SALT TOLERANT	\$12.00	\$32,556.00
9	25200200	27	UNIT	SUPPLEMENTAL WATERING	\$100.00	\$2,700.00
10	28000400	2,000	FOOT	PERIMETER EROSION BARRIER	\$5.00	\$10,000.00
11	28000510	14	EACH	INLET FILTERS	\$150.00	\$2,100.00
12	35101600	1,015	SQ YD	AGGREGATE BASE COURSE, TYPE B 4"	\$7.00	\$7,105.00
13	42000500	5,556	SQ YD	PORTLAND CEMENT CONCRETE PAVEMENT, 10"	\$70.00	\$388,920.00
14	42001300	5,556	SQ YD	PROTECTIVE COAT	\$1.00	\$5,556.00
15	42300400	537	SQ YD	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	\$70.00	\$37,590.00
16	42400200	1,905	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	\$12.00	\$22,860.00
17	42400410	1,075	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	\$14.00	\$15,050.00

SCHEDULE OF PRICES
151ST STREET - VINCENNES AVE TO SECOND AVE
IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
18	42400800	60	SQ FT	DETECTABLE WARNINGS	\$70.00	\$4,200.00
19	44000100	5,085	SQ YD	PAVEMENT REMOVAL	\$14.00	\$71,190.00
20	44000200	684	SQ YD	DRIVEWAY PAVEMENT REMOVAL	\$14.00	\$9,576.00
21	44000500	2,698	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$5.00	\$13,490.00
22	44000600	1,965	SQ FT	SIDEWALK REMOVAL	\$1.00	\$1,965.00
23	55100200	404 101	FOOT	STORM SEWER REMOVAL, 6"	\$15.45	\$1,560.45 \$6,244.80
24	55100300	93	FOOT	STORM SEWER REMOVAL, 8"	\$15.45	\$1,436.85
25	55100500	199	FOOT	STORM SEWER REMOVAL, 12"	\$15.45	\$3,074.55
26	55100700	24	FOOT	STORM SEWER REMOVAL, 15"	\$21.75	\$522.00
27	60218400	3	EACH	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	\$3,464.00	\$10,392.00
28	60250200	2	EACH	CATCH BASINS TO BE ADJUSTED	\$950.00	\$1,900.00
29	60253000	3	EACH	CATCH BASINS TO BE RECONSTRUCTED W/ NEW TYPE 1 FRAME, OPEN LID	\$1,500.00	\$4,500.00
30	60257900	1	EACH	MANHOLES TO BE RECONSTRUCTED	\$2,500.00	\$2,500.00
31	60265700	7	EACH	VALVE VAULTS TO BE ADJUSTED	\$950.00	\$6,650.00
32	60500040	3	EACH	REMOVING MANHOLES	\$500.00	\$1,500.00
33	60500050	10	EACH	REMOVING CATCH BASINS	\$500.00	\$5,000.00
34	60603800	2,698 101	FOOT	COMBINATION CURB AND GUTTER, TYPE B-6.12	\$30.00	\$84,930.00 \$84,900.00

SCHEDULE OF PRICES
151ST STREET - VINCENNES AVE TO SECOND AVE
IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
35	66900200	3,753	CU YD	NON SPECIAL WASTE DISPOSAL	\$80.00	\$300,240.00
36	66900450	1	L SUM	SPECIAL WASTE PLANS AND REPORTS	\$10,000.00	\$10,000.00
37	66900530	2	EACH	SOIL DISPOSAL ANALYSIS	\$5,000.00	\$10,000.00
38	67000400	6	CAL MO	ENGINEER'S FIELD OFFICE, TYPE A	\$3,000.00	\$18,000.00
39	72000100	30	SQ FT	SIGN PANEL - TYPE 1	\$29.00	\$870.00
40	72400200	4	EACH	REMOVING SIGN PANEL ASSEMBLY TYPE B	\$100.00	\$400.00
41	72800100	48	FOOT	TELESCOPING STEEL SIGN SUPPORT	\$10.00	\$480.00
42	73100100	4	EACH	BASE FOR TELESCOPING STEEL SIGN SUPPORT	\$150.00	\$600.00
43	78008210	1,000	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	\$2.15	\$2,150.00
44	78008230	282	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	\$3.60	\$1,015.20
45	78008270	195	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	\$14.40	\$2,808.00
46	*****	489	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	\$5.00	\$2,445.00
47	*****	6,267	SQ YD	AGGREGATE SUBGRADE, 12 IN	\$14.00	\$87,738.00
48	*****	1	L SUM	CRUSHED STONE (TEMPORARY USE)	\$12,500.00	\$12,500.00
49	*****	1	EACH	CLEANING EXISTING CATCH BASINS	\$1,000.00	\$1,000.00
50	*****	544	FOOT	STORM SEWER, TYPE 1 (RCCP CLASS IV) 12 IN	\$75.00	\$40,800.00
51	*****	90	FOOT	STORM SEWER, TYPE 2 (RCCP CLASS III) 12 IN	\$125.00	\$11,250.00

SCHEDULE OF PRICES

151ST STREET - VINCENNES AVE TO SECOND AVE

IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
52	*****	24	FOOT	STORM SEWER, TYPE 1 (RCCP CLASS III) 15 IN	\$150.00	\$3,600.00
53	*****	1	EACH	VALVE VAULTS TO BE REMOVED	\$2,000.00	\$2,000.00
54	*****	795	FOOT	WATER MAIN (DUCTILE IRON) 12 IN	\$150.00	\$119,250.00
55	*****	122	FOOT	WATER MAIN REMOVAL, 6 IN	\$60.00	\$7,320.00
56	*****	706	FOOT	WATER MAIN REMOVAL, 12 IN	\$60.00	\$42,360.00
57	*****	20	FOOT	STORM SEWER (DUCTILE IRON PIPE) 6 IN	\$125.00	\$2,500.00
58	*****	143	FOOT	WATER MAIN (DUCTILE IRON) 6 IN	\$190.00	\$27,170.00
59	*****	1	EACH	FIRE HYDRANT ASSEMBLIES W/ AUXILIARY VALVE AND VALVE BOX	\$7,500.00	\$7,500.00
60	*****	1	EACH	SURVEY MONUMENTS	\$2,500.00	\$2,500.00
61	*****	1	L SUM	TRAFFIC CONTROL DEVICES - DETOUR ROUTING	\$99,000.00	\$99,000.00
62	*****	1	L SUM	TRAFFIC PROTECTION	\$17,500.00	\$17,500.00
63	*****	15	EACH	CATCH BASINS, TYPE A2, 4 FT DIA W/ FRAME, OPEN LID, TYPE 1	\$3,500.00	\$52,500.00
64	*****	30	SQ YD	PAVEMENT REPLACEMENT	\$125.00	\$3,750.00
						\$4,747,344.40

\$1,742,690.05

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2/15/2015

SCHEDULE OF PRICES
151ST STREET - VINCENNES AVE TO SECOND AVE
IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	20201200	200	CU YD	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	\$10.00	\$2,000.00
2	207000220	200	CU YD	POROUS GRANULAR EMBANKMENT	\$50.00	\$10,000.00
3	20800150	1,444	CU YD	TRENCH BACKFILL	\$45.00	\$64,980.00
4	21101615	2,713	SQ YD	TOPSOIL FURNISH AND PLACE, 4"	\$10.00	\$27,130.00
5	25000400	34	POUND	NITROGEN FERTILIZER NUTRIENT	\$5.00	\$170.00
6	25000500	34	POUND	PHOSPHORUS FERTILIZER NUTRIENT	\$5.00	\$170.00
7	25000600	34	POUND	POTASSIUM FERTILIZER NUTRIENT	\$5.00	\$170.00
8	25200110	2,713	SQ YD	SODDING, SALT TOLERANT	\$12.00	\$32,556.00
9	25200200	27	UNIT	SUPPLEMENTAL WATERING	\$100.00	\$2,700.00
10	28000400	2,000	FOOT	PERIMETER EROSION BARRIER	\$5.00	\$10,000.00
11	28000510	14	EACH	INLET FILTERS	\$150.00	\$2,100.00
12	35101600	1,015	SQ YD	AGGREGATE BASE COURSE, TYPE B 4"	\$7.00	\$7,105.00
13	42000500	5,556	SQ YD	PORTLAND CEMENT CONCRETE PAVEMENT, 10"	\$70.00	\$388,920.00
14	42001300	5,556	SQ YD	PROTECTIVE COAT	\$1.00	\$5,556.00
15	42300400	537	SQ YD	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8"	\$70.00	\$37,590.00
16	42400200	1,905	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	\$12.00	\$22,860.00
17	42400410	1,075	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	\$14.00	\$15,050.00

SCHEDULE OF PRICES
151ST STREET - VINCENNES AVE TO SECOND AVE
IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
18	42400800	60	SQ FT	DETECTABLE WARNINGS	\$70.00	\$4,200.00
19	44000100	5,085	SQ YD	PAVEMENT REMOVAL	\$14.00	\$71,190.00
20	44000200	684	SQ YD	DRIVEWAY PAVEMENT REMOVAL	\$14.00	\$9,576.00
21	44000500	2,698	FOOT	COMBINATION CURB AND GUTTER REMOVAL	\$5.00	\$13,490.00
22	44000600	1,965	SQ FT	SIDEWALK REMOVAL	\$1.00	\$1,965.00
23	55100200	404 101 42	FOOT	STORM SEWER REMOVAL, 6"	\$15.45	\$1,560.45 \$6,244.80
24	55100300	93	FOOT	STORM SEWER REMOVAL, 8"	\$15.45	\$1,436.85
25	55100500	199	FOOT	STORM SEWER REMOVAL, 12"	\$15.45	\$3,074.55
26	55100700	24	FOOT	STORM SEWER REMOVAL, 15"	\$21.75	\$522.00
27	60218400	3	EACH	MANHOLES, TYPE A, 4' DIAMETER, TYPE 1 FRAME, CLOSED LID	\$3,464.00	\$10,392.00
28	60250200	2	EACH	CATCH BASINS TO BE ADJUSTED	\$950.00	\$1,900.00
29	60253000	3	EACH	CATCH BASINS TO BE RECONSTRUCTED W/ NEW TYPE 1 FRAME, OPEN LID	\$1,500.00	\$4,500.00
30	60257900	1	EACH	MANHOLES TO BE RECONSTRUCTED	\$2,500.00	\$2,500.00
31	60265700	7	EACH	VALVE VAULTS TO BE ADJUSTED	\$950.00	\$6,650.00
32	60500040	3	EACH	REMOVING MANHOLES	\$500.00	\$1,500.00
33	60500050	10	EACH	REMOVING CATCH BASINS	\$500.00	\$5,000.00
34	60603800	2,830 2,831 87	FOOT	COMBINATION CURB AND GUTTER, TYPE B-6.12	\$30.00	\$84,930.00 \$84,900.00

SCHEDULE OF PRICES
151ST STREET - VINCENNES AVE TO SECOND AVE
IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
35	66900200	3,753	CU YD	NON SPECIAL WASTE DISPOSAL	\$80.00	\$300,240.00
36	66900450	1	L SUM	SPECIAL WASTE PLANS AND REPORTS	\$10,000.00	\$10,000.00
37	66900530	2	EACH	SOIL DISPOSAL ANALYSIS	\$5,000.00	\$10,000.00
38	67000400	6	CAL MO	ENGINEER'S FIELD OFFICE, TYPE A	\$3,000.00	\$18,000.00
39	72000100	30	SQ FT	SIGN PANEL - TYPE 1	\$29.00	\$870.00
40	72400200	4	EACH	REMOVING SIGN PANEL ASSEMBLY TYPE B	\$100.00	\$400.00
41	72800100	48	FOOT	TELESCOPING STEEL SIGN SUPPORT	\$10.00	\$480.00
42	73100100	4	EACH	BASE FOR TELESCOPING STEEL SIGN SUPPORT	\$150.00	\$600.00
43	78008210	1,000	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 4"	\$2.15	\$2,150.00
44	78008230	282	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	\$3.60	\$1,015.20
45	78008270	195	FOOT	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	\$14.40	\$2,808.00
46	*****	489	FOOT	CUTTING HOT-MIX ASPHALT SURFACE	\$5.00	\$2,445.00
47	*****	6,267	SQ YD	AGGREGATE SUBGRADE, 12 IN	\$14.00	\$87,738.00
48	*****	1	L SUM	CRUSHED STONE (TEMPORARY USE)	\$12,500.00	\$12,500.00
49	*****	1	EACH	CLEANING EXISTING CATCH BASINS	\$1,000.00	\$1,000.00
50	*****	544	FOOT	STORM SEWER, TYPE 1 (RCCP CLASS IV) 12 IN	\$75.00	\$40,800.00
51	*****	90	FOOT	STORM SEWER, TYPE 2 (RCCP CLASS III) 12 IN	\$125.00	\$11,250.00

SCHEDULE OF PRICES
151ST STREET - VINCENNES AVE TO SECOND AVE
IDOT JOB NUMBER C-91-343-14, VILLAGE OF PHOENIX - SECTION 13-23932-01-RP, CDBG NUMBER 1311-076

ITEM NO.	PAY CODE	QTY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
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64	*****	30	SQ YD	PAVEMENT REPLACEMENT	\$125.00	\$3,750.00
						\$4,747,344.40

\$1,742,690.05
DO-
2/5/2015

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:** 151st Street
Vincennes Avenue to Second Avenue - Village of Phoenix**BID OPENING DATE:** December 10, 2014**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 Road**Street Address**ChicagoIL60646**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 _____

County of Cook
Department of Transportation and Highways

Proposal Bid Bond

Project 151st Street Reconstruction
Section C-91-343-14
Date December 10, 2014
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 10th day of December A.D. 2014.

PRINCIPAL

Capitol Cement Company, Inc.

(Company Name)

(Seal)

(Company Name)

(Seal)

BY: _____

(Signature & Title)

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)

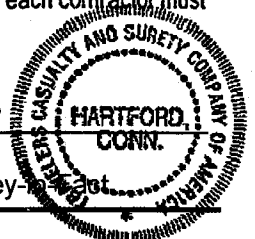
(Seal)

BY: Susan K. Landreth

(Signature of Attorney-in-fact)

Susan K. Landreth

Attorney-in-fact



STATE OF Illinois
COUNTY OF Cook

I, Ila Delman

_____, a Notary Public in and for Cook County, do hereby certify that

MIKE B. FARSHCHI AND Susan K. Landreth

(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 10th day of December A.D. 2014 My commission expires June 15, 2015

Ila Delman

Notary Public Ila Delman

"OFFICIAL SEAL"
ILA DELMAN
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 15, 2015

*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.

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 10th day of December, 2014

Kevin E. Hughes

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.



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

Principal: Capitol Cement Company, Inc.

OR

Project Description: 151st Street Reconstruction from
Vincennes to Second

Obligee: Cook County Department of Transportation

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 **10th** day of **September, 2012**.

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:

Robert L. Raney, Senior Vice President

On this the **10th** day of **September, 2012**, 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, 2016**.



Marie C. Tetreault, Notary Public