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17-00591

**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: November 29, 2017**

**PAVEMENT PRESERVATION AND REHABILITATION PROGRAM – SOUTH 2017**  
**SECTION: 16-PPRPS-00-PV**  
139<sup>th</sup> Street – Western Avenue to Thornton Road  
Central Avenue – 127<sup>th</sup> Street to I. Route 83  
84<sup>th</sup> Avenue – Nielsen Drive to 171<sup>st</sup> Street  
Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place  
Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue  
Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street  
Joe Orr Road at State Street  
**COOK COUNTY PROCUREMENT CONTRACT NO.: 1755-16899**

**NOTICE TO PROSPECTIVE BIDDERS**  
**Submit 1 Original and 2 Copies of Proposal**

The Specifications can be downloaded at <http://legacy.purchasing/public/index.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document, you must download the Plans (Drawings) at <ftp://highwayftp.cookcountyil.gov> (user name: **highwaypublic**; password: **fipt3st!**)

**Pre-Bid Meeting: Wednesday, November 15, 2017**  
**11 a.m.**  
Cook County Department of Transportation and Highways  
69 W. Washington Street, Suite **2200-C**  
Chicago, Illinois 60602

All questions are due on **Friday, November 17, 2017** no later than 3:00pm Chicago time

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

Bid Submitted by:  Bid Bond is included  A Cashier's Check or a Certified Check is Included

Name D. Construction, Inc. Phone No. 815-634-2555  
Email Address: e.lease@demstruction.com  
Address 1488 J. Broadway  
City Coal City State IL Zip Code 60916

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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 **Wednesday, November 29, 2017** and then publicly opened and read aloud

Improvement **Pavement Preservation and Rehabilitation Program – South 2017**

Township: **Various** Route **Various** Section: **16-PPRPS-00-PV**

Cook County Purchasing Contract No.: **1755-16899**

**PAVEMENT PRESERVATION AND REHABILITATION PROGRAM – SOUTH 2017**

**139<sup>th</sup> Street – Western Avenue to Thornton Road  
Central Avenue – 127<sup>th</sup> Street to IL Route 83  
84<sup>th</sup> Avenue – Nielsen Drive to 171<sup>st</sup> Street  
Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place  
Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue  
Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street  
Joe Orr Road at State Street**

**LOCATIONS 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.

**139<sup>th</sup> Street – Western Avenue to Thornton Road:** This section begins approximately 66 feet east of the centerline of Western Avenue and continues easterly to the west of the edge of pavement of Thornton Road, Route B79, Township: Thornton.

**Central Avenue – 127<sup>th</sup> Street to IL Route 83:** This section begins approximately 63 feet north of the centerline of 127<sup>th</sup> Street and continues northerly to the south edge of pavement of IL Routh 83, Route W39, Township: Worth.

**84<sup>th</sup> Avenue – Nielsen Drive to 171<sup>st</sup> Street:** This section begins approximately 30 feet south of the centerline of Nielsen Drive and continues northerly to south edge of pavement of 171<sup>st</sup> Street, Route W31, Township: Orland.

**Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place:** This section begins approximately 37 feet north of the centerline of 129<sup>th</sup> Place and continues northerly to 37 feet south of the centerline of 127<sup>th</sup> Place, Route W37, Township: Worth.

**Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue:** This section begins north edge of pavement of 47<sup>th</sup> Street and continues northerly to 50 feet south of the centerline of pavement of Ogden Avenue, Route W27, Township: Lyons.

**Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street:** This section begins on the north edge of pavement of 139<sup>th</sup> Street and continues northerly to the south edge of pavement of 135<sup>th</sup> Street, Route W46, Township: Bremen.

**Joe Orr Road at State Street:** This section begins on the east edge of pavement of State Street and continues easterly approximately 600 feet to a point six foot west of the centerline of a commercial entrance, Route B67, Township: Bloom.

#### DESCRIPTION OF IMPROVEMENT

**139<sup>th</sup> Street – Western Avenue to Thornton Road:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, patching, sidewalk removal and ADA compliant ramp construction, drainage adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**Central Avenue – 127<sup>th</sup> Street to IL Route 83:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, patching, sidewalk removal and ADA compliant ramp construction, curb and gutter replacement, drainage adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**84<sup>th</sup> Avenue – Nielsen Drive (179<sup>th</sup> Street) to 171<sup>st</sup> Street:**

This section includes grinding, patching, and overlaying of the existing hot-mix asphalt pavement from the south beginning of curb return of Nielsen Avenue to a point just north of Carriage Lane; and patching and diamond grinding the concrete pavement from just that point to 171<sup>st</sup> Street. Pavement. Also included is sidewalk removal and ADA compliant ramp construction, curb and gutter replacement, guardrail removal and replacement, drainage adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, guardrail removal, curb removal and replacement, curb and gutter replacement; drainage adjustments, traffic control and protection, striping and signing, restoration and other appurtenant work as required.

**Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, patching, sidewalk removal and ADA compliant ramp construction, curb and gutter replacement, drainage repairs and adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street:**

This section includes patching and diamond grinding the existing concrete pavement, traffic control and protection, striping, restoration and other appurtenant work as required.

**Joe Orr Road at State Street:**

This section includes patching and diamond grinding the existing concrete pavement, traffic control and protection, striping, restoration and other appurtenant work as required.

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

EFFECTIVE 01/12/2017

Project: PPRP South-2017

Limits: Various

Section: 16-PPRPS-00-PV

No.	Description	Origin and Date Last Revised	
	1	DBE, Definition of Terms, Information for Bidders	(CC) May 12, 2016
X	1a	MBE WBE Definition of Terms, Information for Bidders	(CC) Oct. 19, 2017
X	2	Bidding Requirements and Conditions For Contract Proposals	(IL-CC) Sept. 12, 2017
X	3	* Pre-Bid Meeting	(CC) Jan. 15, 2013
X	4	* Wages of Employees on Public Works	(IL-CC) Jan. 1, 2015
	4a	Davis Bacon Act (Federal Aid)	(FHWA) Apr. 2009
X	4b	Prevailing Wages for Cook County	Current Month
X	4c	Coalition of Unionized Public Employees (COUPE)	(CC) April 14, 2016
X	5	Alternate Proposal/Ordinance	(CC) Dec. 28, 2011
X	6	Responsible Bidder Requirement (Non-Federal Aid)	(IL-CC) Dec. 28, 2011
	7	FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts	(FHWA) May 1, 2012
	7a	Additional State Requirements for Federal-Aid Construction Contracts	(IL Recurring) Jan. 1, 2017
	7b	Subletting of Contracts (Federal-Aid Contracts)	(IL Recurring) Jan. 1, 2014
	7c	EEO	(IL Recurring) Nov. 18, 1980
	7d	Substance Abuse Prevention Program	(IL LRS Recurring) Jan. 1, 2014
	8a	* Required Disadvantaged Business Participation (DBE)	(IL-CC) Dec. 5, 2016
X	8b	* MBE/WBE Business Participation	(CC) Dec. 5, 2016
	8c	Weekly DBE Trucking Reports (FA locally let projects)	(IL BDE) Apr. 2, 2015
	9	Specific Equal Employment Opportunity Responsibilities (Non-Federal Aid)	(IL-CC) Jan. 15, 2013
X	10	Insurance Requirements	(CC) Sept. 12, 2017
X	11	* Railroad Protective Liability Insurance	(IL-CC) Dec. 26, 2013
X	11a	CSXT Railroad Protective Liability Insurance	Current
X	12a	Indemnification for Cook County	(CC) Dec. 28, 2011
	12b	Indemnification (Locals)	(CC) Jan. 23, 2012
X	13	Joint Venture Forms	(CC) Jan. 15, 2013
X	14	Addendum Receipt	(CC) Dec. 28, 2009
X	16	* Combination Bidding Process	(IL-CC) Jan. 15, 2013
X	17a	Prompt Pay Mechanisms (Non-Federal Aid)	(CC) Jan. 15, 2013
	17b	Prompt Pay Mechanisms (Federal Aid)	(FHWA) Current
X	23	Contract Claims	(IL-CC) Jan. 15, 2013



	No.	Description	Origin and Date Last Revised
X	24	Pre-Construction Conference	(CC) Mar. 18, 1980
	25	Mobilization	(CC) Oct. 20, 2009
X	26	Contract Extra Work	(CC) Dec. 24, 2012
X	27	Construction Air Quality Diesel Vehicle Emissions Control (Green Construction Ordinance)	(CC) Jan. 15, 2013
X	28	Processing of Extra Work Payment Requests	(CC) Dec. 24, 2012
X	29	Construction Layout Stakes and Survey Control Points	(CC) Jan. 15, 2013
	30	* Municipal Coordination/Transfer of Jurisdiction and/or Maintenance	(CC) Jan. 15, 2013
X	31	Engineer's Field Office	(CC) Jan. 15, 2013
X	32	Construction Debris	(CC) July 1, 2006
X	33	* Clean Construction and Demolition Debris	(CC) Jan. 15, 2013
X	33a	Clean Construction and Demolition Debris Report	(CC) Oct. 25, 2016
	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
X	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
	63	Crushed Stone (Temporary Use)	(CC) Jan. 1, 2008
	64	Aggregate Subgrade, (12 INCH)	(IL) Current
	65	Expanded Polystyrene Fill	(CC) Jan. 15, 2013
	66	Cellular Concrete Fill	(CC) July 1, 2006
	67	GEO-GRID Subgrade Reinforcing Mat	(CC) May 1, 2003
	68	Earth Excavation (Special)	(CC) Jan. 15, 2013
	69	P.C.C. Surface Finish	(CC) April 7, 2010

No.	Description	Origin and Date Last Revised
X 71	Cutting Hot-Mix Asphalt Pavement (Full Depth)	(CC) Sept. 7, 2016
X 72	Cutting Hot-Mix Asphalt Surface	(CC) Jan. 1, 2008
73	Hot-Mix Asphalt Driveway Surface Removal	(CC) July 1, 2012
X 74	Temporary Butt Joints	(CC) Jan. 1, 2008
75	Hot-Mix Asphalt Stabilized Sub base	(CC) Jan. 1, 2008
76	Hot-In-Place Asphalt Recycling by the Heater Scarifying Overlay Method	(CC) July 1, 2011
X 77	Treatment of Cracks	(CC) Jan. 1, 2008
78	Strip Reflective Crack Control Treatment, Special	(CC) May 1, 2003
79	Cold Recycled In-Place Bituminous Base Course	(CC) Oct. 1, 2009
80	Temporary By-Pass Pavement (Non-Federal Aid)	(CC) Jan. 1, 2008
81	Temporary By-Pass Pavement (Federal Aid)	(CC) July 1, 2011
82	Reflective Crack Control Treatment	(CC) Jan. 1, 2012
117	Approach Slab Repair	(IL-CC) Sep. 25, 2009
118	Asbestos Waterproofing Membrane & Asbestos Hot-Mix-Asphalt Surface Removal (BDE)	(IL) Current
120	Segmental Concrete Block Walls	(IL) Current
121	Temporary Soil Retention System	(IL) Current
122	Steel Structures	(CC) Nov. 21, 2007
124	Cleaning and Painting Existing Steel Structures	(IL) Current
125	Containment and Disposal of Lead Paint Cleaning Residues	(IL) Current
126	Fine or Coarse Aggregate Embankment	(CC) Jan. 12, 2003
127	Strip Seal Joint Assembly with Elastomeric Concrete Headers	(CC) Oct. 3, 2011
128	Drainage System	(IL) Current
129	Grating	(CC) Jan. 15, 2013
130	Silicone Bridge Joint Sealer	(IL) Current
132	Deck Slab Repair	(IL) Current
133	Bridge Deck Latex Concrete Overlay	(IL) Current
134	Surface Finish	(IL-CC) Jan. 1, 2007
137	Welded Wire Fabric, Epoxy Coated	(CC) Nov. 21, 2007
138	Permanent Steel Sheet Piling	(IL) Current
139	Temporary Sheet Piling	(IL) Current
140	Precast Concrete Junction Chambers	(CC) Nov. 1, 2007

No.	Description	Origin and Date Last Revised
141	Jack and Remove Existing Bearings	(IL) Current
142	Jacking Existing Superstructure	(IL) Current
143	Junction Chamber	(CC) Jan. 1, 2007
144	Neoprene Expansion Joint Removal	(CC) Oct. 10, 1995
145	Structural Repair of Concrete	(IL) Current
146	Polymer Modified Portland Cement Mortar	(IL) Current
147	Concrete Wearing Surface for Use With Deck Beams	(IL) Current
148	Sheet Waterproofing Membrane System	(CC) Nov. 19, 1999
149	Chain Link Fence (Modified)	(CC) Jan. 1, 2004
156	Storm Sewer, (Ductile Iron Pipe) and Storm Sewers, (Extra Strength Vitrified Clay Pipe) in the City of Chicago	(CC) Oct. 20, 2009
157	Water Main for Installation in the City of Chicago	(CC) Dec. 21, 2009
158	Frames, City Electric in the City of Chicago	(CC) July 1, 2012
159	Lids, City Electric in the City of Chicago	(CC) April 14, 2009
160	Lids and Lids, ADA Compliant in the City of Chicago	(CC) April 14, 2009
161	Various City Drainage and Utility Structure Adjustments in the City of Chicago	(CC) Dec. 21, 2009
162	Storm Sewer Installation in the City of Chicago	(CC) Dec. 1, 2009
163	Boring and Jacking Storm Sewers, Sanitary Sewers or Water Mains	(CC) Dec. 1, 2007
164	Storm Sewers Jacked in Place (Over 36 In. Dia.)	(CC) Dec. 21, 2009
165	Storm Sewer Drilled and Pushed (36 In. Dia. Max.)	(CC) Dec. 1, 2007
166	Storm Sewers, Abandon and Fill	(CC) Jan. 15, 2013
167	Storm Sewer to be Televised	(CC) July 1, 2012
168	Connecting Existing Field Drain Tile	(CC) July 1, 2012
169	Plugging Existing Drains and Sewers	(CC) Dec. 1, 2007
170	Blocking Existing Drains and Sewers	(CC) Dec. 21, 2009
171	Manholes to be Reconstructed, Special; Catch Basins to be Reconstructed, Special; Valve Vaults to be Reconstructed, Special	(CC) Dec. 1, 2007
173	Manholes, Type A, with Restrictor Plate, Frames and Lids	(CC) July 1, 2012
175	Lids and Frames and Lids	(CC) Jan. 15, 2013
X 176	Frames and Lids to be Adjusted, Special	(CC) Dec. 21, 2009
177	Headwall Inlet and Grate	(CC) July 1, 2012
178	Flared End Sections to be Removed, Flared End Sections to be Relocated	(CC) Dec. 30, 2008
179	Bracing and Sheeting	(CC) Dec. 1, 2007
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

**No. Description Origin and Date Last Revised**

X	185	* Cooperation With Utilities	(CC) Feb. 10, 2012
X	186	Water Valve Boxes to be Adjusted and Domestic Meter Vaults to be Adjusted	(CC) Dec. 21, 2009
	187	Domestic Water Service Boxes to be Adjusted	(CC) Dec. 21, 2009
	188	Filling Existing Valve Vaults	(CC) Dec. 21, 2009
	189	Valve Vaults to be Removed	(CC) Dec. 21, 2009
	190	Water Main Installation	(CC) Dec. 1, 2009
	191	Fire Hydrants Vertical Adjustment	(CC) Dec. 21, 2009
	192	Sanitary Sewer Installation	(CC) July 1, 2012
	193	Sanitary Manholes	(CC) Dec. 21, 2009
	194	Waterproofing of Existing Sanitary Manholes	(CC) July 1, 2012

	200	Cleaning Existing Manholes, Catch Basins or Inlets and Cleaning Existing Storm Sewer and Pipe Culverts	(CC) Dec. 1, 2008
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	202	* National Pollutant Discharge Elimination System	(CC) Jan. 5, 2017
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	204	Maintaining Drainage and Stream Protection	(CC) Dec. 1, 2007
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	205	Storm Water Pollution Separation System	(CC) July 1, 2012
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	206	Storm Water Pollution Separation System (SPECIAL)	(CC) Dec. 1, 2007
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	207	Storm Water Pollution Separation System (In-Line)	(CC) July 1, 2012
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X	212	Sodding	(CC) Jan. 15, 2013
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	213	Trees To Be Planted	(CC) Jan. 1, 2013
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	214	Salvaging and Transplanting Trees; Salvaging and Transplanting Shrubs	(CC) Sept. 1, 2002
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	215	Planting Woody Plants	(CC) Jan. 1, 1997
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	216	Seeding, Fine Fescue Blend	(CC) Jan. 1, 2007
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	217	Seeding, Class 4B Modified	(CC) Jan. 1, 2007
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	227	Work Zone Traffic Control Surveillance	(IL) Current
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	228	Traffic Control Devices – Detour Routing	(CC) July 1, 2012
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	230	Sign Identification Decal	(CC) Jan. 15, 2013
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X	231	Traffic Protection	(CC) July 1, 2012
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	236	Project Signs Plaque	(CC) Jan. 15, 2013
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X	237	Eradication of Existing Pavement Marking	(CC) Dec. 1, 2009
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X	238	Raised Reflective Pavement Marker	(IL-CC) July 1, 2012
No.	Description	Origin and Date Last Revised	
X	241	Traffic Signal Work General	(ILD1CC) July 1, 2016
X	242	Construction at Railroad Crossing	(CC) July 1, 2016
	244	Light Emitting Diode (LED) Traffic Signal	(ILD1CC) July 1, 2016
	245	Light Emitting Diode (LED) Pedestrian Countdown Signal Head	(ILD1CC) July 1, 2016
	246	Traffic Signal Backplate	(ILD1CC) July 1, 2016
	247	Illuminated Sign, Light Emitting Diode	(ILD1CC) July 1, 2016
X	248	Traffic Signal Post, Pedestrian Pushbutton Post	(ILD1CC) July 1, 2016
	249	Steel Mast Arm Assembly and Pole and/or Steel Combination Mast Arm Assembly and Pole	(ILD1CC) July 1, 2016
	250	Traffic Actuated Controller, Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(ILD1CC) July 1, 2016
	251	Master Controller	(ILD1CC) July 1, 2016
X	252	Detector Loop	(ILD1CC) July 1, 2016
X	254	Pedestrian Pushbutton	(ILD1CC) July 1, 2016
X	255	Conduit	(IL-CC) July 1, 2016
X	256	Coilable Non-Metallic Conduit	(ILD1CC) July 1, 2016
X	258	Electric Cable	(ILD1CC) July 1, 2016
	259	Railroad Interconnect Cable	(ILD1CC) July 1, 2016
	260	Fiber Optic Cable	(ILD1CC) July 1, 2016
	261	System Ground and Grounding Cable	(ILD1CC) July 1, 2016
	262	Grounding Existing Handhole Frame and Cover	(ILD1) July 1, 2016
	263	Service Installation, Pole Mounted	(ILD1CC) July 1, 2016
	264	Service Installation, Ground Mounted	(ILD1CC) July 1, 2016
	265	* Electric Service	(CC) July 1, 2016
	266	Handhole	(ILD1CC) July 1, 2016
X	267	Rebuild Existing Handhole, Rebuild Existing Heavy Duty Handhole, Rebuild Existing Double Handhole	(CC) July 1, 2016
X	268	Concrete Foundation	(ILD1CC) July 1, 2016
	269	Modify Existing Type "D" Foundation	(CC) July 1, 2016
X	270	Remove Existing Traffic Signal Equipment	(ILD1CC) July 1, 2016
	271	Temporary Traffic Signal Installation	(ILD1CC) July 1, 2016
X	272	Maintenance of Existing Traffic Signal Installation	(ILD1CC) July 1, 2016
	273	Emergency Vehicle Priority System	(ILD1CC) July 1, 2016
	274	Relocate Existing Emergency Vehicle Priority System, Detector Unit	(CC) July 1, 2016
	275	Relocate Existing Emergency Vehicle Priority System, Phasing Unit	(CC) July 1, 2016

No.	Description	Origin and Date Last Revised
276	Confirmation Beacon System	(CC) July 1, 2016
277	Re-Optimize Traffic Signal System	(ILD1CC) July 1, 2016
278	Optimize Traffic Signal System	(ILD1CC) July 1, 2016
279	Median Removal and Replacement	(CC) July 1, 2016
280	Sidewalk Removal and Replacement	(CC) July 1, 2016
281	Relocate Existing Light Standard and Luminaire Complete in Place	(CC) July 1, 2016
282	Maintenance Of Lighting System	(ILD1CC) July 1, 2016
283	City Electric Manholes to be Adjusted	(CC) July 1, 2016
284	Uninterruptible Power Supply (UPS)	(ILD1CC) July 1, 2016
285	Traffic Signal Cabinet Load Switch	(CC) July 1, 2016
286	Temporary Traffic Signal Timings	(ILD1CC) July 1, 2016
287	Combination Lighting and Traffic Signal Service Installation, Pole Mounted	(CC) July 1, 2016
288	Illuminated Street Name Sign	(ILD1CC) July 1, 2016
289	Relocate Existing Illuminated Street Name Sign	(CC) July 1, 2016
290	Video Detection System, Single Camera Processor Video Detection	(CC) July 1, 2016
291	Video Detection System, Complete Intersection	(CC) July 1, 2016

	293	Uninterruptible Power Supply Without Cabinet	(CC) July 1, 2016
X	294	Modifying Existing Controller Cabinet	(ILD1CC) July 1, 2016
	295	Traffic Actuated Controller	(ILD1CC) July 1, 2016
	296	Traffic Actuated Controller with Cabinet, Inductive Loop Detector	(ILD1CC) July 1, 2016
	297	Accessible Pedestrian Signals	(ILD1CC) July 1, 2016
	298	Emergency Vehicle Priority System Line Sensor Cable, No. 20 3/C	(ILD1CC) July 1, 2016
	299	Rod and Clean Existing Conduit	(ILD1CC) July 1, 2016
	300	Remove and Replace Anchor Bolts	(ILD1CC) July 1, 2016
	301	Rectangular Rapid Flashing Beacon System, Complete	(CC) July 1, 2016
	302	Radar Vehicle Detection System	(ILD1CC) July 1, 2016
	303	Flashing Beacon Installation, Solar Powered	(CC) July 1, 2016
	304	Flashing Beacon Installation	(CC) July 1, 2016
	305	Remove Existing Flashing Beacon	(CC) July 1, 2016
	306	Relocate Existing Flashing Beacon Installation	(CC) July 1, 2016
	307	Temporary Flashing Beacon Installation	(CC) July 1, 2016
	308	Traffic Signal Painting	(ILD1CC) July 1, 2016
	309	Uninterruptible Power Supply, Ground Mounted	(ILD1CC) July 1, 2016

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**Additional Inserted Special Provisions (As Required)**

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- 242a Railroad Right of Entry Agreement Sample
- 400 Contract Exhibit A Scheduling
- 401 IDOT Recurring Special Provision Checklist (current)
- 402 IDOT Local Roads and Streets Recurring Special Provisions Checklist (current)
- 403 IDOT Bureau of Design and Environment Checklist (current)
- 404 IDOT Bureau of Local Roads and Streets District 1 Checklist (current)
- 405 HMA Longitudinal Joint Sealant (BMPR)
- 406 HMA RAS
- 407 RAP-RAS(D1)
- 408 HMA Mix Design Requirements (D-1)
- 409 HMA Density Testing of Longitudinal Joints (BDE)
- 410 HMA Tack Coat (BDE)
- 411 PCC Sidewalk (BDE)
- 412 Storm Sewer (Ductile Iron Pipe) 6 IN.
- 413 Friction Aggregate (D-1)
- 414 Changeable Message Sign BDE

### Additional Document Inclusions (Required)

*0 01	Cover Sheet	(CC) April 30, 2015
*0 02	Notice Sheet	(CC) Jan. 15, 2013
*C	Proposal Sheet	(CC) Jan. 1, 2008
*E(DBE)	DBE Economic Disclosure Statement Identification of Subcontractors, Suppliers and Sub consultants Form; Electronics Payables Program ("E-Payables"); Veteran's Preference for VBE and SDVBE; Affidavit Veteran's Workplace Preference Public Works Contracts; Economic Disclosure Statement and Execution Document Index; Instructions for Completion of Economic Disclosure Statement and Execution Documents; Certifications; Execution Pages; Insert IDOT Certificate of Eligibility; Insert IDOT Affidavit of Availability; Labor Standards & Prevailing Wage Requirements; DBE Forms	(CC) Dec. 1, 2016
*E(MWBE)	MBE/WBE Economic Disclosure Statement: Identification of Subcontractors, Suppliers and Sub consultants Form; Electronics Payables Program ("E-Payables"); Veteran's Preference for VBE and SDVBE; Affidavit Veteran's Workplace Preference Public Works Contracts; Cook County Affidavit for Green Construction Ordinance Form; Economic Disclosure Statement and Execution Document Index; Instructions for Completion of Economic Disclosure Statement and Execution Documents; Certifications; Execution Pages; Insert IDOT Certificate of Eligibility; Insert IDOT Affidavit of Availability; Labor Standards & Prevailing Wage Requirements; MWBE Forms	(CC) Oct. 25, 2017
F	Surety's Statement Of Qualification for Bonding	(CC) June 2, 2011
*G1	Trust Agreement	(CC) May 20, 2015
*H	Performance and Payment of Bond Form	(CC) June 9, 2011
*I	Contract	(CC) Jan. 15, 2013
*J	Schedule of Prices Sheets	(CC) Dec. 28, 2011
*K	Proposal Bid Bond	(CC) Jan. 15, 2013
*L	Bid Deposit Form	(CC) Jan. 15, 2013

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



**Origin of Special Provisions**

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(CC)	Initiated by Cook County Department of Transportation and Highways
(IL) Current	Initiated by Illinois Department of Transportation
(ILD1) Current	Initiated by Illinois Department of Transportation District 1
(IL-CC)	Initiated by the Illinois Department of Transportation and amended by Cook County Department of Transportation and Highways
(ILD1-CC)	Initiated by Illinois Department of Transportation District 1 and amended by Cook County Department of Transportation and Highways
(IL Recurring)	Initiated by Illinois Department of Transportation Recurring Special Provisions
(IL LR Recurring)	Initiated by Illinois Department of Transportation Local Roads Recurring Special Provisions
(IL BDE)	Initiated by Illinois Department of Transportation Bureau of Design and Environment
(IL LR)	Initiated by Illinois Department of Transportation Bureau of Local Roads and Streets
(IL D-1)	Initiated by Illinois Department of Transportation District 1

<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



# Check Sheet For Recurring Special Provisions



The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

### Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	26
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	29
3	<input type="checkbox"/> EEO	30
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	40
5	<input type="checkbox"/> Required Provisions - State Contracts	45
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	51
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	52
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	53
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	54
10	<input type="checkbox"/> Construction Layout Stakes	57
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	60
12	<input type="checkbox"/> Subsealing of Concrete Pavements	62
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	66
14	<input checked="" type="checkbox"/> Pavement and Shoulder Resurfacing	68
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	69
16	<input type="checkbox"/> Polymer Concrete	70
17	<input type="checkbox"/> PVC Pipeliner	72
18	<input type="checkbox"/> Bicycle Racks	73
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	75
20	<input type="checkbox"/> Work Zone Public Information Signs	77
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	78
22	<input type="checkbox"/> English Substitution of Metric Bolts	79
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	80
24	<input checked="" type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	81
25	<input checked="" type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	89
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	105
27	<input type="checkbox"/> Reserved	107
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment	108
29	<input type="checkbox"/> Preventive Maintenance - Cape Seal	114
30	<input type="checkbox"/> Preventive Maintenance - Micro-Surfacing	129
31	<input type="checkbox"/> Preventive Maintenance - Slurry Seal	140
32	<input type="checkbox"/> Temporary Raised Pavement Markers	149
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	150
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	153

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	158
LRS 2	<input type="checkbox"/> Furnished Excavation	159
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	160
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	161
LRS 5	<input type="checkbox"/> Contract Claims	162
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	163
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	169
LRS 8	<b>Reserved</b>	175
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	176
LRS 10	<b>Reserved</b>	177
LRS 11	<input type="checkbox"/> Employment Practices	178
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	180
LRS 13	<input type="checkbox"/> Selection of Labor	182
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	183
LRS 15	<input type="checkbox"/> Partial Payments	186
LRS 16	<input type="checkbox"/> Protests on Local Lettings	187
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	188
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	189

**BDE SPECIAL PROVISIONS**  
For the November 17, 2017 Letting

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

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099	1	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80382	2	Adjusting Frames and Grates	April 1, 2017	
80274	3	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	4	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	5	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80241	6	Bridge Demolition Debris	July 1, 2009	
50261	7	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	8	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	9	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	10	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80366	11	Butt Joints	July 1, 2016	
* 80386	12	Calcium Aluminate Cement for Class PP-5 Concrete Patching	Nov. 1, 2017	
80384	13	Compensable Delay Costs	June 2, 2017	
80198	14	Completion Date (via calendar days)	April 1, 2008	
80199	15	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	17	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277	18	Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	19	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
* 80387	20	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
80029	21	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2016
80378	22	Dowel Bar Inserter	Jan. 1, 2017	
* 80388	23	Equipment Parking and Storage	Nov. 1, 2017	
80229	24	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
* 80304	25	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2017
80246	26	✓ Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
* 80347	27	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	Nov. 1, 2017
* 80380	28	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	Nov. 1, 2017
80376	29	✓ Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
80368	30	Light Tower	July 1, 2016	
80336	31	✓ Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80369	32	Mast Arm Assembly and Pole	July 1, 2016	
80045	33	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165	34	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349	35	Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371	36	Pavement Marking Removal	July 1, 2016	
80377	37	✓ Portable Changeable Message Signs	Nov. 1, 2016	April 1, 2017
* 80389	38	Portland Cement Concrete	Nov. 1, 2017	
* 80359	39	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2017
80338	40	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
80385	41	✓ Portland Cement Concrete Sidewalk	Aug. 1, 2017	
80300	42	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	43	Progress Payments	Nov. 2, 2013	
34261	44	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80157	45	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	46	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
80340	47	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	48	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80379	49	Steel Plate Beam Guardrail	Jan. 1, 2017	
80317	50	✓ Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
80298	51	Temporary Pavement Marking (NOTE: This special provision was previously named "Pavement Marking Tape Type IV".)	April 1, 2012	April 1, 2017
20338	52	Training Special Provisions	Oct. 15, 1975	
80318	53	Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80381	54	✓ Traffic Barrier Terminal, Type 1 Special	Jan. 1, 2017	
80380	55	Tubular Markers	Jan. 1, 2017	
80288	56	✓ Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	57	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80071	58	Working Days	Jan. 1, 2002	

The following special provisions have been deleted from use:

80289 Wet Reflective Thermoplastic Pavement Marking  
80367 Light Poles

The following special provisions are in the 2017 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80360	Coarse Aggregate Quality	Article 1004.01	July 1, 2015	
80363	Engineer's Field Office	Article 670.07	April 1, 2016	
80358	Equal Employment Opportunity	Recurring CS #1 and #5	April 1, 2015	
80364	Errata for the 2016 Standard Specifications	Supplemental	April 1, 2016	
80342	Mechanical Side Tie Bar Inserter	Articles 420.03, 420.05, and 1103.19	Aug. 1, 2014	April 1, 2016
80370	Mechanical Splicers	Article 1006.10	July 1, 2016	
80361	Overhead Sign Structures Certification of Metal Fabricator	Article 106.08	Nov. 1, 2015	April 1, 2016
80365	Pedestrian Push-Button	Article 888.03	April 1, 2016	
80353	Portland Cement Concrete Inlay or Overlay	Recurring CS #34	Jan. 1, 2015	April 1, 2016
80372	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Recurring CS #28	Jan. 1, 2009	July 1, 2016
80373	Preventive Maintenance – Cape Seal	Recurring CS #29	Jan. 1, 2009	July 1, 2016
80374	Preventive Maintenance – Micro-Surfacing	Recurring CS #30	Jan. 1, 2009	July 1, 2016
80375	Preventive Maintenance – Slurry Seal	Recurring CS #31	Jan. 1, 2009	July 1, 2016
80362	Steel Slag in Trench Backfill	Articles 1003.01 and 1003.04	Jan. 1, 2016	
80355	Temporary Concrete Barrier	Articles 704.02, 704.04, 704.05, and 704.06	Jan. 1, 2015	July 1, 2015

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

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

## SPECIAL PROVISIONS CHECK LIST

Generated - 8/7/17 Revised – 8/11/17

Designer:	CCDOTH	FAP:	PPRP South-2017
Contract No.:		Section:	16-PPRPS-00-PV
		County:	COOK

√	Dir	File Name	Spec Title	Spec Dates
	DES\	1048945R.DOC	Maintenance of Roadways	E 9/30/85 R 11/1/96
	DES\	1078948R.DOC	Tollway Permit and Bond	E 01/13/89
	DES\	1080301.doc	Restriction on Working Days After a Completion Date	E 01/21/03 R 01/01/07
	DES\	1086587r.doc	Failure to Complete the Work on Time	E 09/30/85 R 01/01/07
	DES\	1088949R.DOC	Completion Date Plus Working Days	E 09/30/85 R 01/01/07
	DES\	1088951R.DOC	Incentive Payment Plan	E 10/01/95 R 01/01/07
	DES\	2080101.doc	RAP For Non-Porous Embankment and Backfill	E 04/01/01 R 01/01/07
	DES\	4020211.doc	Aggregate Surface Course for Temporary Access	E 04/01/01 R 01/02/07
	DES\	4408955R.DOC	Pavement Removal, Special	E 01/13/89 R 01/01/07
	DES\	5028956R.DOC	Rock Excavation for Structures, Special	E 09/30/85 R 01/01/07
	DES\	5038957R.DOC	Rustication Finish For Retaining Walls	E 05/01/90 R 01/01/07
	DES\	5501234R.DOC	Storm Sewer Adjacent to or Crossing Water Main	E 02/01/96 R 01/01/07
	DES\	5508960R.DOC	Storm Sewers & Sewer Connections to City of Chicago Sewers	E 09/30/85 R 01/01/07
	DES\	6008961R.DOC	Slotted Drain	E 09/30/85 R 01/01/07
	DES\	6028962R.DOC	Cleaning Existing Drainage Structures	E 09/30/85 R 12/01/11
	DES\	6068964R.DOC	Concrete Curb, Type B (Modified)	E 09/30/85 R 01/01/07
	DES\	6068965R.doc	Stabilized Median Surface	E 09/30/85 R 03/02/17
	DES\	6370499.doc	Aggregate For Concrete Barrier (D-1)	E 03/11/04 R 01/24/08
	DES\	7016789.DOC	Traffic Control & Protection (Arterials)	E 02/01/96 R 03/01/11
	DES\	9018967R.DOC	Traffic Control Plan	E 09/30/85 R 01/01/07
	DES\	Adjustments-Reconstructs.doc	Adjustments and Reconstructions	E 03/15/11
	DES\	AGG SUBGR IMPROVEMENT(D1).doc	AGGREGATE SUBGRADE IMPROVEMENT (D1)	E 02/22/12 R 04/01/16
	DES\	Bit Coated Agg Slopewall.doc	Bituminous Coated Aggregate Slopewall	E 01/01/07
	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\	Conc Noise Abate Wall(D1).doc	Concrete Noise Abatement Walls (Absorptive & Reflective)(Dist 1)	E 09/05/08 R 01/12/11
	DES\	Construction Layout Special For Resurfacing With ADA and Stand Alone ADA (D-1).docx	Construction Layout Special for resurfacing with ada and stand alone ada (D1)	E 01/01/17 R 04/17/17
	DES\	CTA Flag Coordination.doc	CTA Flagger and Coordination	E 05/14/98 R 08/27/09
	DES\	Drain Inlet Prot Undr Traff(D1).doc	DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D-1)	E 04/01/11 R 04/02/11
	DES\	Embankment I.doc	EMBANKMENT I	E 03/01/11 R 11/01/13
	DES\	Embankment II.doc	EMBANKMENT II	E 03/01/11 R 11/01/13
	DES\	ENG FIELD OFF TY A (SP).doc	ENGINEER'S FIELD OFFICE TYPE A (SPECIAL)	E 12/01/11 R 05/01/13
X	DES\	Friction Agg(D-1).doc	FRICITION AGGREGATE (D-1)	E 01/01/11 R 04/26/16
	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 04/01/16
X	DES\	HMA Mix Des Reqmts(D-1).doc	HMA MIXTURE DESIGN REQUIREMENTS (D-1)	E 01/01/13 R 04/01/16
	DES\	Hot in Place Recycle.doc	Pavement Rehabilitation by Hot In-Place Recycling	E 07/11/03 R 05/05/14
	DES\	LightwtCellularConcFill(D1).docx	Lightweight Cellular Concrete Fill (D-1)	E 11/11/01 R 02/01/16
	DES\	Pub Conv Sfty(D1).doc	Public Convenience and Safety (D-1)	E 05/01/12 R 07/15/12
X	DES\	RAP-RAS(D1).doc	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) (D-1)	E 11/01/12 R 04/01/17
	DES\	Slipform Paving (D-1).doc	SLIPFORM PAVING (D-1)	E 11/01/14

## SPECIAL PROVISIONS CHECK LIST

### Generated - 8/7/17 Revised – 8/11/17

Designer:	CCDOTH	FAP:	PPRP South-2017
Contract No.:		Section:	16-PPRPS-00-PV
		County:	COOK

DES\	<u>Status Utility (D-1).doc</u>	STATUS OF UTILITIES (D-1)	E 06/01/2016
DES\	<u>TEMP PVMT.doc</u>	TEMPORARY PAVEMENT	E 03/01/03 R 04/10/08
DES\	<u>WINTERIZED TEMP ACCESS 3-5-12.doc</u>	WINTERIZED TEMPORARY ACCESS	E 01/01/12 R 03/05/12
<b>Bureau of Electrical Special Provisions</b>			
ELEV\	<u>810.02-UNDERGROUND RACEWAYS.doc</u>	Underground Raceways	E 3/1/2015
ELEV\	<u>Combination Controller 2015.doc</u>	Combination Lighting Controller	E 2/1/2015
ELEV\	<u>Elec Serv Disc lgt sig 2012.doc</u>	ELECTRIC SERVICE DISCONNECT, LIGHTING AND TRAFFIC SIGNAL	E: 1/1/2012
ELEV\	<u>Fiber Optic Cable SM 2013 v2.doc</u>	Fiber Optic Cable	E 3/15/2013
ELEV\	<u>Fiber Optic Cable Splice 2014 v1.doc</u>	Fiber Optic Cable	E 6/1/2014
ELEV\	<u>General Electrical Provisions 2016 V1.doc</u>	General Electrical Requirements GPS	E 4/1/2016
ELEV\	<u>General Electrical Provisions 2016 V3.doc</u>	General Electrical Requirements GPS	E 6/1/2016
ELEV\	<u>HPS Underpass 2012.doc</u>	UNDERPASS LUMINAIRE, HPS, STAINLESS STEEL HOUSING	E 1/1/2012
ELEV\	<u>Innerduct v4 2014.doc</u>	Wire and Cable	E 10/1/2014
ELEV\	<u>Junction Box Embedded 2012.doc</u>	Junction Box Embedded in Structure	E 1/1/2012
ELEV\	<u>Light Tower 2016 Galvanized AASHTO exception v2.doc</u>	LIGHT TOWER	E 4/1/2016
ELEV\	<u>Lighting Controller SCADA 2012.doc</u>	Lighting Controller, Radio Control, Duplex, Console Type	E 1/1/2012
ELEV\	<u>Lighting Maint 2017.doc</u>	Maintenance of Lighting Systems	E 3/1/2017
ELEV\	<u>Luminaire 2012.doc</u>	Luminaire	E 1/1/2012
ELEV\	<u>Luminaire LED 2017 v1.docx</u>	Luminaire, LED	E 1/1/17
ELEV\	<u>Luminaire safety cable 2012.DOC</u>	Luminaire Safety Cable Assembly	E 1/1/2012
ELEV\	<u>Protect Underpass Lighting System 2012.doc</u>	Protect & Maintain Underpass Luminaires	E 1/1/2012
ELEV\	<u>Raceway Exposed 2012.DOC</u>	Exposed Raceways	E 1/1/2012
ELEV\	<u>Service Connection 2012.doc</u>	Electric Utility Service Connection (ComEd)	E 1/1/2012
ELEV\	<u>Service Install 2012.doc</u>	Electric Service Installation	E 1/1/2012
ELEV\	<u>Temp light Single Lane Stg 2012.doc</u>	Temporary Lighting For Single Lane Staging	E 01/01/2012
ELEV\	<u>Temp pole install 2012.DOC</u>	Temporary Wood Pole, Install Only	E 1/1/2012
ELEV\	<u>Underpass Luminaire LED 2017 v1.docx</u>	Luminaire, Underpass, LED	E 1/1/17
ELEV\	<u>Unit Duct 2012.DOC</u>	Unit Duct	E 1/01/2012
ELEV\	<u>Wire Cable 2012.doc</u>	Wire and Cable	E 1/1/2012
<b>Guide Bridge Special Provisions</b>			
GBS\	<u>gbsp04.doc</u>	Polymer Modified Portland Cement Mortar	E 6/7/94 R 04/01/16
GBS\	<u>gbsp12.doc</u>	Drainage System	E 6/10/94 R 6/24/15
GBS\	<u>gbsp13.doc</u>	High Load Multi-Rotational Bearings	E 10/13/88 R 04/01/16

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GBS\	<a href="#">gbsp14.doc</a>	Jack and Remove Existing Bearings	E 4/20/94 R 01/01/07
GBS\	<a href="#">gbsp15.doc</a>	Three Sided Precast Concrete Structure	E 7/12/94 R 12/21/16
GBS\	<a href="#">gbsp16.doc</a>	Jacking Existing Superstructure	E 1/11/93 R 01/01/07
GBS\	<a href="#">gbsp17.doc</a>	Bonded Prefomed Joint Seal	E 7/12/94 R 04/01/16
GBS\	<a href="#">gbsp18.doc</a>	Modular Expansion Joint	E 5/19/94 R 12/29/14
GBS\	<a href="#">gbsp21.doc</a>	Cleaning and Painting Contact Surfaces of Existing Steel Structures	E 5/15/91 R 05/18/11
GBS\	<a href="#">GBSP25.doc</a>	Cleaning and Painting Existing Steel Structures	E 10/02/01 R 04/22/16
GBS\	<a href="#">GBSP26.doc</a>	Containment and Disposal of Lead Paint Cleaning Residues	E 10/02/01 R 04/22/16
GBS\	<a href="#">gbsp28.doc</a>	Deck Slab Repair	E 5/15/95 R 1/18/11
GBS\	<a href="#">gbsp29.doc</a>	Bridge Deck Microsilica Concrete Overlay	E 5/15/95 R 04/01/16
GBS\	<a href="#">gbsp30.doc</a>	Bridge Deck Latex Concrete Overlay	E 5/15/95 R 6/24/15
GBS\	<a href="#">gbsp31.doc</a>	Bridge Deck HRM Concrete Overlay	E 1/21/00 R 04/01/16
GBS\	<a href="#">gbsp33.doc</a>	Pedestrian Truss Superstructure	E 1/13/98 R 12/29/14
GBS\	<a href="#">GBSP34.doc</a>	Concrete Wearing Surface	E 6/23/94 R 04/01/16
GBS\	<a href="#">GBSP35.doc</a>	Silicone Bridge Joint Sealer	E 8/1/95 R 10/15/11
GBS\	<a href="#">GBSP45.doc</a>	Bridge Deck Thin Polymer Overlay	E 05/07/97 R 02/06/13
GBS\	<a href="#">GBSP51.doc</a>	Pipe Underdrains for Structures	E 5/17/00 R 01/22/10
GBS\	<a href="#">GBSP53.doc</a>	Structural Repair of Concrete	E 03/15/06 R 04/01/16
GBS\	<a href="#">GBSP55.doc</a>	Erection of Curved Steel Structures	E 06/01/07 R
GBS\	<a href="#">GBSP56.doc</a>	Setting Piles In Rock	E 11/14/96 R 04/01/16
GBS\	<a href="#">GBSP59.docx</a>	Diamond Grinding and Surface Testing Bridge Sections	E 12/6/04 R 12/21/16
GBS\	<a href="#">GBSP60.doc</a>	Containment and Disposal of Non Lead Paint Cleaning Residues	E 11/25/04 R 04/22/16
GBS\	<a href="#">GBSP61.doc</a>	Slipform Parapet	E 06/01/07 R 04/22/16
GBS\	<a href="#">gbsp67.doc</a>	Structural Assessment Reports for Contractor's Means and Methods	E 03/06/09 R 10/05/15
GBS\	<a href="#">GBSP71.doc</a>	Aggregate Column Ground Improvement	E 01/15/09 R 10/15/11
GBS\	<a href="#">GBSP72.doc</a>	Bridge Deck Fly Ash or Ground Granulated Blast-Furnace Concrete Overlay	E 1/18/11 R 6/24/15
GBS\	<a href="#">GBSP75.doc</a>	Bond Breaker for Prestressed Concrete Bulb-T Beams	E 04/19/12 R
GBS\	<a href="#">GBSP77.doc</a>	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls and Culverts	E 04/19/12 R 10/22/13
GBS\	<a href="#">GBSP78.doc</a>	Bridge Deck Construction	E 10/22/13 R 12/21/16
GBS\	<a href="#">GBSP79.doc</a>	Bridge Deck Grooving (Longitudinal)	E 12/29/14 R 4/1/16
GBS\	<a href="#">GBSP81.docx</a>	Membrane Waterproofing for buried Structures	E 10/04/16 R
GBS\	<a href="#">GBSP82.docx</a>	Metallizing of Structural Steel	E 10/4/16 R
GBS\	<a href="#">GBSP83.docx</a>	Hot Dip Galvanizing for Structural Steel	E 6/22/99 R 6/24/15
GBS\	<a href="#">GBSP85.doc</a>	Micropiles	E 04/19/96 R 10/5/15
GBS\	<a href="#">GBSP86.doc</a>	Drilled Shafts	E 10/05/15 R 04/01/16
GBS\	<a href="#">GBSP87.doc</a>	Lightweight Cellular Concrete Fill	E 11/11/01 R 04/01/16
GBS\	<a href="#">GBSP88.doc</a>	Corrugated Structural Plate Structures	E 4/22/16 R
GBS\	<a href="#">GBSP89.docx</a>	Prefomed Pavement Joint Seal	E 10/4/16 R
GBS\	<a href="#">gbsp90.doc</a>	Three Sided Precast Concrete Structure	E 12/21/16 R
GBS\	<a href="#">GBSP91.docx</a>	Crosshole Sonic Logging Testing of Drilled Shafts	E 12/21/16 R
GBS\	<a href="#">GBSP92.docx</a>	Thermal Integrity Testing of Drilled Shafts	E 04/20/16 R
GBS\	<a href="#">GBSP93.docx</a>	Prefomed Bridge Joint Seal	E 12/21/16 R



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GBS\	<u>GBSP94.doc</u>	Warranty for Cleaning and Painting Steel Structures	E 3/3/00 11/24/04	R
GBS\	<u>GBSP95.docx</u>	BRIDGE DECK CONCRETE SEALER	E 06/17/10 12/21/16	R
GBS\	<u>index.doc</u>	GBSP Check Sheet		
<b>Bridge and Roadway Maintenance Special Provisions</b>				
MNT1\	<u>ADJRCK.doc</u>	Adjust Rocker and Sole Plate	E 01/23/95	R 01/01/07
MNT1\	<u>APPR SLAB REM&amp;REPL.doc</u>	APPROACH SLAB REMOVAL & REPLACEMENT	E 12/28/01	R 08/01/15
MNT1\	<u>APSLRP.DOC</u>	Approach Slab Repair	E 03/13/97	R 09/25/09
MNT1\	<u>Bmstr.doc</u>	Beam Straightening	E 12/06/94	R 01/01/07
MNT1\	<u>Brgpad.doc</u>	Bearing Pad Adjustment	E 07/27/94	R 01/01/07
MNT1\	<u>Bridge Drain Sys Repair.doc</u>	BRIDGE DRAINAGE SYSTEM REPAIRS	E 11/16/10	R 09/15/11
MNT1\	<u>BRR.doc</u>	Bridge Rail Removal	E 04/15/99	R 01/01/07
MNT1\	<u>Cleaning Drainage System.doc</u>	Cleaning Drainage System	E 06/21/04	R 08/30/10
MNT1\	<u>Conccscar.doc</u>	CONCRETE BRIDGE DECK SCARIFICATION [w/new HMA overlay w/o WMS]	E 11/22/02	R 01/01/07
MNT1\	<u>CWS.DOC</u>	Concrete Wearing Surface [Use on Slab Bridges - for PPC Dk Bms use GBSP34]	E 06/23/94	R 01/01/07
MNT1\	<u>Debris Removal.doc</u>	DEBRIS REMOVAL	E 06/27/02	
MNT1\	<u>dowelrp.doc</u>	Dowel Repair	E 07/27/94	R 01/01/07
MNT1\	<u>EPXINJ.DOC</u>	Epoxy Injection	E 12/06/94	R 01/01/07
MNT1\	<u>Fldrex.doc</u>	Floor Drain Extension	E 02/01/96	R 04/07/98
MNT1\	<u>Grade Shape Foreslope.doc</u>	GRADING AND SHAPING FORESLOPES	E 04/01/08	
MNT1\	<u>Groutrp.doc</u>	Grout Repair	E 07/27/94	R 01/01/07
MNT1\	<u>HMArm1.doc</u>	Hot-Mix Asphalt Surface Removal Complete	E 12/08/93	R 01/01/07
MNT1\	<u>HMArm2.DOC</u>	Hot-Mix Asphalt Surface Removal [Use w/ PPC Deck Beams]	E 07/27/94	R 01/01/07
MNT1\	<u>HMArm3.doc</u>	Hot-Mix Asphalt Surface Removal (Deck)	E 04/29/96	R 01/01/07
MNT1\	<u>HMArm4.doc</u>	Hot-Mix Asphalt Surface Removal [Use w/Deck Slab Repairs]	E 07/27/94	R 01/01/07
MNT1\	<u>Jckcrb.doc</u>	Jacking and Cribbing	E 10/05/99	R 01/01/07
MNT1\	<u>JKRPBR.DOC</u>	Jack and Reposition Bearings	E 12/15/93	R 07/15/96
MNT1\	<u>Keep Toll Open To Traffic.doc</u>	Keeping the Tollway Open to Traffic	E 03/22/96	R 10/12/10
MNT1\	<u>Keywvrp.doc</u>	Keyway Repair	E 07/27/94	R 08/12/11
MNT1\	<u>NIGHT WZ LIGHT(D1).doc</u>	NIGHTTIME WORK ZONE LIGHTING (D1)	E 11/01/08	R 06/15/10
MNT1\	<u>PINLNK.DOC</u>	Pin and Link Replacement	E 11/20/95	R 06/20/96
MNT1\	<u>PINRR.DOC</u>	Pin Replacement	E 06/11/96	R 06/20/96
MNT1\	<u>plexdd.doc</u>	Plug Existing Deck Drains	E 11/06/96	R 01/01/07
MNT1\	<u>PPROSH.DOC</u>	Permanent Protective Shield System	E 10/03/96	R 06/27/08
MNT1\	<u>PrGrAng.doc</u>	Pressure Grouting Angles	E 06/01/93	R 01/01/07
MNT1\	<u>reancr.doc</u>	Re-Anchor Existing Expansion Joint Angles	E 02/20/98	
MNT1\	<u>REBAR.DOC</u>	Cleaning and Painting Exposed Rebar	E 03/20/97	R 01/01/07
MNT1\	<u>RECIbm.doc</u>	Removal of Existing Concrete I-Beam	E 07/09/98	R 05/05/99
MNT1\	<u>REXPPCDB.doc</u>	Removal of Existing Precast Prestressed Concrete Deck Beams	E 10/28/98	R 01/01/07
MNT1\	<u>RREXRL.DOC</u>	Removing and Re-Erecting Existing Railing	E 10/31/96	R 01/01/07
MNT1\	<u>Scarify.doc</u>	Concrete Bridge Deck Scarification	E 05/15/95	R 01/01/07
MNT1\	<u>SteelRem.doc</u>	Structural Steel Removal	E 10/03/97	R 01/01/07
MNT1\	<u>steelrep.doc</u>	Structural Steel Repair	E 12/15/00	R 01/01/07
MNT1\	<u>STRBM.DOC</u>	Straighten Bent Members	E 01/23/97	R 06/19/06

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MNT1\	<u>StructRepConcr(SP).doc</u>	STRUCTURAL REPAIR OF CONCRETE (SPECIAL)	E 04/02/07
MNT1\	<u>Tmpsh1.doc</u>	Temporary Shoring & Cribbing [when req'd for damaged beam replacement; requires SE]	E 06/16/92 R 03/11/03
MNT1\	<u>Tmpsh1a.doc</u>	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\	<u>Tmpsh2.doc</u>	Temporary Shoring and Cribbing [for use w/longitudinal joint. closure on slab bridges]	E 07/27/94 R 03/11/03
MNT1\	<u>TMPSH3.DOC</u>	Temporary Shoring and Cribbing [Use during Pile Repair]	E 07/16/92 R 03/11/03
MNT1\	<u>TMPSH4.DOC</u>	Temporary Shoring and Cribbing [Use to support Beams over substructure repair]	E 7/16/92 R 10/17/11
MNT1\	<u>TMPSH5.DOC</u>	Temporary Shoring and Cribbing [Support Slab Bridge during Joint reconstruction]	E 07/16/92 R 03/11/03
MNT1\	<u>TMPSH6.DOC</u>	Temporary Shoring and Cribbing [support effected beam during beam end repairs]	E 10/22/04 R 11/09/04
MNT1\	<u>TMPSLB.DOC</u>	Temporary Slab Support System [use with beam replacement]	E 07/27/94 R 03/11/03
MNT1\	<u>TMPSP1.DOC</u>	Temporary Support System [Use for Pin & Link Replacement]	E 11/20/95 R 04/04/97
MNT1\	<u>TMPSP2.DOC</u>	Temporary Support System [Use if Pins over RR]	E 11/20/95 R 03/11/03
MNT1\	<u>Work Zone Traff Ctrl(D1-M).doc</u>	WORK ZONE TRAFFIC CONTROL (D-1 MAINTENANCE)	E 05/30/96 R 06/15/10
MNT2\	<u>COARSE SAND PLACEMENT.doc</u>	COARSE SAND PLACEMENT	E 02/07/07
MNT2\	<u>GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING.doc</u>	GENERAL REQUIREMENTS FOR WEED CONTROL SPRAYING	E 02/07/07
MNT2\	<u>MULCH PLACEMENT FOR WOODY PLANTS.doc</u>	MULCH PLACEMENT FOR WOODY PLANTS	E 02/07/07
MNT2\	<u>Pruning-safety.doc</u>	PRUNING FOR SAFETY AND EQUIPMENT CLEARANCE	E 10/31/06
MNT2\	<u>SELECTIVE CLEARING.doc</u>	Selective Clearing	E 02/08/07
MNT2\	<u>WEED CONTROL PRE-EMERGENT GRANULAR HERBICIDE.doc</u>	WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE	E 07/29/02 R 02/07/07
MNT2\	<u>WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL.doc</u>	WEED CONTROL, NON-SELECTIVE AND NON-RESIDUAL	E 02/07/07
MNT2\	<u>WEED CONTROL, TEASEL (POUND).doc</u>	WEED CONTROL, TEASEL (POUND)	E 02/07/07
<b><u>Bureau of Traffic Special Provisions</u></b>			
TRF\	<u>701.01T-KEEPING THE EXPRESSWEAY OPEN TO TRAFFIC.doc</u>	KEEPING THE EXPRESSWAY OPEN TO TRAFFIC	E 03/22/96 R 01/21/15
TRF\	<u>701.02T-FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC.docx</u>	FAILURE TO OPEN TRAFFIC LANES TO TRAFFIC	E 03/22/96 R 02/09/05
TRF\	<u>701.03T-TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS).doc</u>	TRAFFIC CONTROL AND PROTECTION (EXPRESSWAYS)	E 03/08/96 R 03/01/17

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TRF\	<u>701.04T-TRAFFIC CONTROL SURVIELLANCE (EXPRESSWAYS).doc</u>	TRAFFIC CONTROL SURVEILLANCE (EXPRESSWAYS)	E 10/25/95 R 01/21/15
TRF\	<u>701.06T-TEMPORARY INFORMATION SIGNING.docx</u>	TEMPORARY INFORMATION SIGNING	E 11/13/96 R 01/02/07
TRF\	<u>701.07T-TRAFFIC CONTROL FOR WORK ZONE AREAS.docx</u>	TRAFFIC CONTROL FOR WORK ZONE AREAS	E 09/14/95 R 01/01/07
TRF\	<u>701.08Ta-KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (LANE CLOSURES ONLY).docx</u>	Keeping Arterial Roadways Open to Traffic (Lane Closures Only)	E 01/22/03 R 08/10/17
TRF\	<u>701.08Tb-KEEPING ARTERIAL ROADWAYS OPEN TO TRAFFIC (WITH 15 MIN FULL STOPS).docx</u>	Keeping Arterial Roadways Open to Traffic (With 15 MIN Full Stops)	E 01/22/03 R 08/10/17
TRF\	<u>701.15T-SPEED DISPLAY TRAILER (D1).docx</u>	Speed Display Trailer (D1)	E 4/01/15; R 1/1/17
TRF\	<u>720.01TS-MAST ARM SIGN PANELS.docx</u>	MAST ARM SIGN PANELS	E 05/22/02 R 07/01/15
TRF\	<u>720.02TS-SIGN SHOP DRAWING SUBMITTAL.docx</u>	SIGN SHOP DRAWING SUBMITTAL	E 01/22/13 R 07/01/15
TRF\	<u>733.09T-OVERHEAD SIGN STRUCTURE BRIDGE MOUNTED.docx</u>	Overhead Sign Structure - Bridge Mounted	E 07/01/15 R 3/1/2017
TRF\	<u>780.01T-45 MIL HOT SPRAY THERMOPLASTIC PAVEMENT MARKING.docx</u>	45 MIL HOT SPRAY THERMOPLASTIC PAVEMENT MARKING	E 02/28/94 R 12/18/12
TRF\	<u>800.01TS-TRAFFIC SIGNAL GENERAL REQUIREMENTS.docx</u>	TRAFFIC SIGNAL GENERAL REQUIREMENTS	E 05/22/02 R 03/25/16
TRF\	<u>800.02TS-OPTIMIZE TRAFFIC SIGNAL SYSTEM.docx</u>	OPTIMIZE TRAFFIC SIGNAL SYSTEM	E 05/22/02 R 07/01/15
TRF\	<u>800.03TS-RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM.docx</u>	RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM	E 05/22/02 R 07/01/15
TRF\	<u>805.01TS-SERVICE INSTALLATION (TRAFFIC SIGNALS).docx</u>	SERVICE INSTALLATION (TRAFFIC SIGNALS)	E 05/22/02 R 06/15/16
TRF\	<u>806.01TS-GROUNDING OF TRAFFIC SIGNAL SYSTEMS.docx</u>	GROUNDING OF TRAFFIC SIGNAL SYSTEMS	E 05/22/02 R 07/01/15
TRF\	<u>810.01TS-COILABLE NON-METALLIC CONDUIT.docx</u>	COILABLE NON-METALLIC CONDUIT	E 05/22/02 R 07/01/15
TRF\	<u>810.02TS-UNDERGROUND RACEWAYS.docx</u>	UNDERGROUND RACEWAYS	E 05/22/02 R 07/01/15
TRF\	<u>810.03TS-ROD AND CLEAN EXISTING CONDUIT.docx</u>	ROD AND CLEAN EXISTING CONDUIT	E 01/01/15 R 07/01/15
TRF\	<u>814.01TS-HANDHOLES.docx</u>	HANDHOLES	E 01/01/02 R 07/01/15
TRF\	<u>817.01TS-GROUNDING CABLE.docx</u>	GROUNDING CABLE	E 05/22/02 R 07/01/15
TRF\	<u>817.02TS-FIBER OPTIC TRACER CABLE.docx</u>	FIBER OPTIC TRACER CABLE	E 05/22/02 R 07/01/15
TRF\	<u>850.01TS-MAINTENANCE OF EXISTING TRAFFIC SIGNAL AND FLASHING BEACON INSTALLATION.docx</u>	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	E 05/22/02 R 07/01/15



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TRF\	<u>886.02TS-DETECTOR LOOP REPLACEMENT AND OR INSTALLATION.docx</u>	DETECTOR LOOP REPLACEMENT AND/OR INSTALLATION (ROADWAY GRINDING, RESURFACING, & PATCHING OPERATIONS)	E 01/01/85 R 01/05/16
TRF\	<u>886.03TS-RADAR VEHICLE DETECTION SYSTEM.docx</u>	RADAR VEHICLE DETECTION SYSTEM	E 07/01/15 R 05/09/17
TRF\	<u>887.01TS-EMERGENCY VEHICLE PRIORITY SYSTEM.docx</u>	EMERGENCY VEHICLE PRIORITY SYSTEM	E 05/22/02 R 07/01/15
TRF\	<u>887.02TS-RELOCATE EXISTING EVP_SYSTEM, DETECTOR UNIT.docx</u>	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, DETECTOR UNIT	E 01/01/02 R 07/01/15
TRF\	<u>887.03TS-RELOCATE EXISTING EVP SYSTEM, PHASING UNIT.docx</u>	RELOCATE EXISTING EMERGENCY VEHICLE PRIORITY SYSTEM, PHASING UNIT	E 01/01/02 R 07/01/15
TRF\	<u>887.04TS-CONFIRMATION BEACON.docx</u>	CONFIRMATION BEACON	E 01/01/02 R 07/01/15
TRF\	<u>888.01TS-PEDESTRIAN PUSH-BUTTON.docx</u>	PEDESTRIAN PUSH-BUTTON	E 05/22/02 R 07/01/15
TRF\	<u>888.02TS-ACCESSIBLE PEDESTRIAN SIGNALS.docx</u>	ACCESSIBLE PEDESTRIAN SIGNALS	E 04/01/03 R 07/01/15
TRF\	<u>890.01TS-TEMPORARY TRAFFIC SIGNAL INSTALLATION.docx</u>	TEMPORARY TRAFFIC SIGNAL INSTALLATION	E 05/22/02 R 01/01/17
TRF\	<u>890.02TS-TEMPORARY TRAFFIC SIGNAL TIMING.docx</u>	TEMPORARY TRAFFIC SIGNAL TIMING	E 05/22/02 R 07/01/15
TRF\	<u>891.01TS-ILLUMINATED SIGN, LED.docx</u>	ILLUMINATED SIGN, LED	E 05/22/02 R 07/01/15
TRF\	<u>891.02TS-LED INTERNALLY ILLUMINATED STREET NAME SIGN.docx</u>	LED INTERNALLY ILLUMINATED STREET NAME SIGN	E 05/22/02 R 07/01/15
TRF\	<u>895.01TS-MODIFY EXISTING CONTROLLER CABINET.docx</u>	MODIFY EXISTING CONTROLLER CABINET	E 05/22/02 R 07/01/15
TRF\	<u>895.02TS-REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.docx</u>	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	E 05/22/02 R 07/01/15
TRF\	<u>895.03TS-MODIFY EXISTING TYPE D FOUNDATION.docx</u>	MODIFY EXISTING TYPE "D" FOUNDATION	E 01/01/02 R 07/01/15
TRF\	<u>895.04TS-REBUILD EXISTING HANDHOLE.docx</u>	REBUILD EXISTING HANDHOLE	E 01/01/02 R 07/01/15
TRF\	<u>895.05TS-REBUILD EXISTING HANDHOLE TO HEAVY-DUTY HANDHOLE.docx</u>	REBUILD EXISTING HANDHOLE TO HEAVY-DUTY HANDHOLE	E 01/01/02 R 07/01/15

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

ZD&E\	20338.doc	TRAINING SPECIAL PROVISIONS	E 10/15/75
ZD&E\	3426I.doc	RAILROAD PROTECTIVE LIABILITY INSURANCE	E 12/01/86 R 01/01/06
ZD&E\	5026I.doc	BUILDING REMOVAL - CASE I (NON-FRIABLE AND FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10

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ZD&E\	<u>50481.doc</u>	BUILDING REMOVAL - CASE II (NON-FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	<u>50491.doc</u>	BUILDING REMOVAL - CASE III (FRIABLE ASBESTOS ABATEMENT)	E 09/01/90 R 04/01/10
ZD&E\	<u>50531.doc</u>	BUILDING REMOVAL - CASE IV (NO ASBESTOS)	E 09/01/90 R 04/01/10
ZD&E\	<u>80029.doc</u>	DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION	E 09/01/00 R 07/2/16
ZD&E\	<u>80045.doc</u>	MATERIAL TRANSFER DEVICE	E 06/15/99 R 08/01/14
ZD&E\	<u>80071.doc</u>	WORKING DAYS	E 01/01/02
ZD&E\	<u>80099.doc</u>	ACCESSIBLE PEDESTRIAN SIGNALS (APS)	E 04/01/03 R 01/01/14
ZD&E\	<u>80127.doc</u>	STEEL COST ADJUSTMENT	E 04/02/04 R 08/01/17
ZD&E\	<u>80157.doc</u>	RAILROAD PROTECTIVE LIABILITY INSURANCE (5 and 10)	E 01/01/06
ZD&E\	<u>80165.doc</u>	MOISTURE CURED URETHANE PAINT SYSTEM	E 11/01/06 R 01/01/10
ZD&E\	<u>80173.doc</u>	BITUMINOUS MATERIALS COST ADJUSTMENTS	E 11/2/06 R 08/01/17
ZD&E\	<u>80192.doc</u>	AUTOMATED FLAGGER ASSISTANCE DEVICES	E 01/01/08
ZD&E\	<u>80198.doc</u>	COMPLETION DATE (VIA CALENDAR DAYS)	E 04/01/08
ZD&E\	<u>80199.doc</u>	COMPLETION DATE (VIA CALENDAR DAYS) PLUS WORKING DAYS	E 04/01/08
ZD&E\	<u>80229.doc</u>	FUEL COST ADJUSTMENT	E 04/01/09 R 08/01/17
ZD&E\	<u>80241.doc</u>	BRIDGE DEMOLITION DEBRIS	E 07/01/09
ZD&E\	<u>80246.doc</u>	HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS	E 01/01/10 R 04/01/2016
ZD&E\	<u>80261.doc</u>	CONSTRUCTION AIR QUALITY-DIESEL RETROFIT	E 06/01/10 R 11/01/14
ZD&E\	<u>80274.doc</u>	AGGREGATE SUBGRADE IMPROVEMENT	E 04/01/12 R 04/01/16
ZD&E\	<u>80277.doc</u>	CONCRETE MIX DESIGN - DEPARTMENT PROVIDED	E 01/01/12 R 04/01/16
ZD&E\	<u>80288.doc</u>	WARM MIX ASPHALT	E 01/01/12 R 04/01/16
ZD&E\	<u>80293.doc</u>	CONCRETE BOX CULVERTS WITH SKEWS > 30 DEGREES AND DESIGN FILLS < 5 FEET	E 04/01/12 R 07/01/16
ZD&E\	<u>80298.doc</u>	TEMPORARY PAVEMENT MARKING	E 04/01/16 R 04/01/17
ZD&E\	<u>80300.doc</u>	PREFORMED PLASTIC PAVEMENT MARKING TYPE D - INLAID	E 04/01/12 R 04/01/16
ZD&E\	<u>80302.doc</u>	WEEKLY DBE TRUCKING REPORTS	E 06/02/12 R 04/02/15
ZD&E\	<u>80304.doc</u>	GROOVING FOR RECESSED PAVEMENT MARKINGS	E 11/01/12 R 11/01/17
ZD&E\	<u>80306.doc</u>	RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES	E 11/01/12 R 04/01/16
ZD&E\	<u>80311.doc</u>	CONCRETE END SECTIONS FOR PIPE CULVERTS	E 01/01/13 R 04/01/16
ZD&E\	<u>80317.doc</u>	SURFACE TESTING OF HOT-MIX ASPHALT OVERLAYS	E 01/01/13 R 04/01/16
ZD&E\	<u>80318.doc</u>	TRAVERSABLE PIPE GRATE	E 01/01/13 R 04/01/14
ZD&E\	<u>80328.doc</u>	PROGRESS PAYMENTS	E 11/02/13
ZD&E\	<u>80336.doc</u>	LONGITUDINAL JOINT AND CRACK PATCHING	E 04/01/14 R 04/01/16
ZD&E\	<u>80338.doc</u>	PORTLAND CEMENT CONCRETE PARTIAL DEPTH HOT-MIX ASPHALT PATCHING	E 04/01/14 R 04/01/16
ZD&E\	<u>80340.doc</u>	SPEED DISPLAY TRAILER	E 04/02/14 R 01/01/17
ZD&E\	<u>80347.doc</u>	HOT-MIX ASPHALT - PAY FOR PERFORMANCE USING PERCENT WITHIN LIMITS - JOBSITE SAMPLING	E 11/01/14 R 11/01/17
ZD&E\	<u>80349.doc</u>	PAVEMENT MARKING BLACKOUT TAPE	E 11/01/14 R 04/01/16

**SPECIAL PROVISIONS CHECK LIST**  
**Generated - 8/7/17 Revised - 8/11/17**

Designer: CCDOTH FAP: PPRP South-2017  
 Contract No.: \_\_\_\_\_ Section: 16-PPRPS-00-PV  
 County: COOK

ZD&E	80359.doc	PORTLAND CEMENT CONCRETE BRIDGE DECK CURING	E 04/01/15 R 11/01/17
ZD&E	80366.doc	BUTT JOINTS	E 07/01/16
ZD&E	80368.doc	LIGHT TOWER	E 07/01/16
ZD&E	80369.doc	MAST ARM ASSEMBLY AND POLE	E 07/01/16
ZD&E	80371.doc	PAVEMENT MARKING REMOVAL	E 07/01/16
ZD&E	80376.doc	HOT-MIX ASPHALT - TACK COAT	E 11/01/16
ZD&E	80377.doc	PORTABLE CHANGEABLE MESSAGE SIGNS	E 11/01/16 R 04/01/17
ZD&E	80378.docx	DOWEL BAR INSERTER	E 01/01/17
ZD&E	80379.doc	STEEL PLATE BEAM GUARDRAIL	E 01/01/17
ZD&E	80380.doc	TUBULAR MARKERS	E 01/01/17
ZD&E	80381.doc	TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL	E 01/01/17
ZD&E	80382.doc	ADJUSTING FRAMES AND GRATES	E 04/01/17
ZD&E	80383.doc	HOT-MIX ASPHALT - QUALITY CONTROL FOR PERFORMANCE	E 04/01/17 R 11/02/17
ZD&E	80384.doc	COMPENSABLE DELAY COSTS	E 06/02/17
ZD&E	80385.doc	PORTLAND CEMENT CONCRETE SIDEWALK	E 08/01/17
ZD&E	80386.doc	CALCIUM ALUMINATE CEMENT FOR CLASS PP-5 CONCRETE PATCHING	E 11/01/17
ZD&E	80387.doc	CONTRAST PREFORMED PLASTIC PAVEMENT MARKING	E 11/01/17
ZD&E	80388.doc	EQUIPMENT PARKING AND STORAGE	E 11/01/17
ZD&E	80389.doc	PORTLAND CEMENT CONCRETE	E 11/01/17

**BY ORDER**  
**BOARD OF COUNTY COMMISSIONERS**  
**THE COUNTY OF COOK**  
**SHANNON E. ANDREWS**  
**CHIEF PROCUREMENT OFFICER**  
**JOHN J. YONAN, P.E.**  
**SUPERINTENDENT OF DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**  
**DEFINITION OF TERMS**

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

**SPECIFICATIONS.** The specifications herein referred to are the Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the special provisions and all written agreements and documents of any description pertaining to the method or manner of performing the work and the quantity or quality of materials to be furnished under the contract. The Standard Specifications for Road and Bridge Construction are those prepared by the Department of Transportation of the State of Illinois, adopted April 1, 2016. The Supplemental Specifications are those prepared by the Department of Transportation of the State of Illinois.

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

**ABOUT REQUESTS FOR PLANS & PROPOSALS**

The Specification can be downloaded at <http://legacy.purchasing/public/index.php> (follow online instructions to register, if you have not already). When the plans are not included in the bid document on the http site, you must also download the Plans (Drawings) at <ftp://highwayftp.cookcountyil.gov> (user name: **highwaypublic**; password: **ftpt3st!**).



### INFORMATION for BIDDERS

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

**8) 1 original proposal and 2 copies of the proposal are to be submitted. The following completed documents are to be submitted in the ORIGINAL Submittal**

Joint Venture Forms (when applicable)	1 original
Bituminous Materials Cost Adjustments (when applicable)	1 original
IDOT Certificate of Eligibility	copy
IDOT Affidavit of Availability	copy
MBE/WBE Utilization Plan	copy
Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant	copy
Petition for Reduction/Waiver of MBE/WBE Participation Goals	original copy
MBE/WBE Certification Letters (Current)	original
Identification of Subcontractor/Supplier/Sub consultant	original
Veteran's Workplace Preference Public Works Contracts	original
Contractor Certifications	original
Economic and Other Required Disclosures Lobby, Local Business Preference,	original
Real Estate Ownership	original
Affidavit of Child Support Obligations	original
Disclosure of Ownership Interest Statement	original
Familial Relationship Disclosure Provision	original
Affidavit for Wage Theft Ordinance	original
Certification Concerning Labor Standards And Prevailing Wage Requirements	original
Subcontractors Certification Concerning Labor Standards and Prevailing Wage Requirements	original
Cook County Affidavit for Green Construction	1 original
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	original
Proposal Bid Bond	original
Surety Statement of Qualifications	original

**The following documents are to be submitted within fourteen (14) calendar days of Notice of Acceptance:**

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
Excess Liability	1 original
Contractor's Pollution Liability	1 original (if required)
Railroad Protective Liability (when applicable)	1 original

Trust Agreement	1 original
Coalition of Unionized Public Employees "COUPE" form	1 original

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

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

**SPECIAL PROVISION  
FOR  
BIDDING REQUIREMENTS AND CONDITIONS FOR CONTRACT PROPOSALS**

**Qualification of Bidders**

The Awarding Authority for contract construction work is the County Board of a County. Each prospective bidder, in evidence of competence, shall furnish the Awarding Authority a certified copy of a "Certificate of Eligibility" issued by the Illinois Department of Transportation, and Contractor's Statement of Experience and Financial Condition" with their bid. Each prospective bidder shall furnish a sworn statement as to equipment owned and controlled, previous experience and construction work.

If the bidder to whom the award is made is a corporation organized under the laws of the State other than Illinois, the bidder shall furnish the Awarding Authority a copy of the corporation's Certificate of Authority to do business in the State of Illinois with the bid.

The bidder must provide the Awarding Authority a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office.

**Interpretation of Quantities in the Bid Schedule**

The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

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

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

The bidder shall take no advantage of any error or omission in the bid documents and advertised contract. Any prospective bidder who desires an explanation or interpretation of the plans, specification, or any of the contract documents shall request such in writing from the Awarding Authority in sufficient time to allow a written reply by the Awarding Authority that can reach all prospective bidders before the submission of their bids. Any reply given a prospective bidder concerning any of the contract documents, plans, and specifications will be furnished to all prospective bidders in the form determined by the Awarding Authority including, but not limited to, an addendum, if the information is deemed by the Awarding Authority to be necessary in submitting bids or if the Awarding Authority concludes the information would aid competition. Oral explanations, interpretations, or instructions given before the submission of bids unless at a prebid conference will not be binding on the Awarding Authority.

**Changes in Improvement**

The undersigned agrees that in case the Superintendent of Cook County Department of Transportation and Highways decides either to extend or decrease the area of the proposed improvement or to do both or otherwise alter it by extras or deductions including the elimination of any one or more of the quantities listed in the Schedule of Prices the undersigned will make such change in the contract price by adding or subtracting there from as the case may be by applying the respective unit prices to the quantities of the several items of work that may be involved by reason of such change.

### **Preparation of the Bid**

Bidders shall submit their bids on the form furnished by the Awarding Authority. The bid shall be executed properly, and bids shall be made for all items indicated in the bid form, except when alternate bids are asked, a bid on more than one alternate for each item is not required, unless otherwise provided. The bidder shall indicate in figures, a unit price for each of the separate items called for in the bid form; the bidder shall show the products of the respective quantities and unit prices in the column provided for that purpose, and the gross sum shown in the place indicated in the bid form shall be the summation of said products. All writing shall be with ink or typewriter, except the signature of the bidder which shall be written in ink.

Any erasures or alterations in the unit prices and/or in the products of the respective quantities and unit prices in the bid, must be properly authenticated by the bidder by initialing in ink such erasures or alterations to avoid cause for rejection of the bid in accordance with Title 44 Illinois Administrative Code Chapter IX Section 660.180.

If the bid is made by an individual, that individual's name and business address shall be shown. If made by a firm or partnership, the name and business address of each member of the firm or partnership shall be shown. If made by a corporation, the bid shall show the names, titles, and business addresses of the president, corporate secretary and treasurer. The bid shall be signed by president or someone with authority to execute contracts and attest by the corporate secretary or someone with authority to execute or attest to the execution of contracts.

### **Rejection of Bids**

The Awarding Authority reserves the right to reject any bids for any of the conditions listed below:

- a) More than one bid for same work from an individual, firm partnership, or corporation under the same name or different names.
- b) Evidence of collusion among bidders.
- c) Unbalanced bids in which the bid prices for some items are, in the judgment of the Awarding Authority, out of proportion to the bid prices for other items.
- d) If the bid does not contain a unit price for each pay item listed except in the case of authorized alternate pay items or lump sum pay items.
- e) If the bid form is other than that furnished by the Awarding Authority; or if the form is altered or any part thereof is detached.
- f) If there are omissions, erasures, alterations unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.
- g) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- h) If the proposal is not accompanied by the proper bid guaranty.
- i) If the bid is prepared with other than ink or typewriter, or otherwise fails to meet the requirement of the above "Preparation of Proposal" section.
- j) Lack of Competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaires required in the prequalification procedures.
- k) Uncompleted work which, in the judgment of the Awarding Authority, might hinder or prevent the prompt completion of additional work awarded.
- l) False information provided on a bidder's "Affidavit of Availability".

- m) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of issuance of bid forms.
- n) Failure to comply with any prequalification regulations of the Department.
- o) Default under previous contracts.
- p) Unsatisfactory performance record as shown by past work for the Awarding Authority, judged from the standpoint of workmanship and progress.
- q) When the contractor is suspended from eligibility to bid at a public letting where the contract is awarded by, or requires approval of, the Department.
- r) When any agent, servant, or employee of the prospective bidder currently serves as a member, employee, or agent of a governmental body that is financially involved in the proposal work.
- s) When any agent, servant, or employee of the perspective bidder has participated in the preparation of plans or specifications for the proposed work.

#### **Bid Guaranty**

Each bid shall be accompanied by a bid bond on the Department form contained in the bid document, executed by a corporate surety company satisfactory to the Awarding Authority, by a bank cashier's check or a properly certified check for not less than five percent (5%) of the amount bid, or for the amount specified in the following schedule:

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

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

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

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

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

#### Delivery of Bids

If a special envelope is supplied by the Awarding Authority, each bid should be submitted in that envelope furnished by the Awarding Authority and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All bids shall be filed prior to the time and at the place specified 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 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 return of the executed documents and bond. Failure to furnish such evidence of a Certificate of Authority within the time required will be considered as just cause for the annulment of the award and the forfeiture of the proposal guaranty to the Awarding Authority, not as a penalty, but in payment of liquidated damages sustained as a result of such failure.

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: **Wednesday, November 15, 2017**

Time: 11 a.m.

Place: Cook County Department of Transportation and Highways  
69 W. Washington Street  
**Suite 2200 - C**  
Chicago, IL 60602

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

1. **Prevailing Wages.** All wages paid by the contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at [www.state.il.us/agency/idol/rates.rates.htm](http://www.state.il.us/agency/idol/rates.rates.htm). If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the contractor will not be allowed additional compensation on account of said revisions. The contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The contractor agrees that no additional notice is required. The contractor shall be responsible to notify each subcontractor of the wage rate set forth in this contract and any revisions thereto.
  
2. **Payroll Records.** The contractor and each subcontractor shall make and keep, for a period of not less than five years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include information required by 820 ILCS 13/5 for each worker. Upon seven (7) business days' notice, the contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
  
3. **Submission of Payroll Records.** The contractor and each subcontractor shall, no later than the 15<sup>th</sup> day of each calendar month, file a certified payroll for the immediately preceding month with public body in charge of the project, except that the full social security number and home address 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). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted.

The certified payroll shall be accompanied by a statement signed by the contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.

All certified payroll records required to be submitted pertaining to Cook County Department of Transportation and Highway contracts should be submitted to the following address:

Chief Engineer – Construction Bureau  
Cook County Department of Transportation and Highways  
69 West Washington Street – 23<sup>rd</sup> Floor  
Chicago, IL 60602

4. **Employees Interviews.** The contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department of Labor.

Prevailing Wage rates for Cook County Effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	ALL		\$41.20	\$42.20	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
ASBESTOS ABT-MEC	All	BLD		\$37.46	\$39.96	1.5	1.5	2	\$11.62	\$11.06	\$0.00	\$0.72
BOILERMAKER	All	BLD		\$48.49	\$52.86	2	2	2	\$6.97	\$19.61	\$0.00	\$0.90
BRICK MASON	All	BLD		\$45.38	\$49.92	1.5	1.5	2	\$10.45	\$16.68	\$0.00	\$0.90
CARPENTER	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63
CEMENT MASON	All	ALL		\$44.25	\$46.25	2	1.5	2	\$14.00	\$17.16	\$0.00	\$0.92
CERAMIC TILE FNSHER	All	BLD		\$37.81		1.5	1.5	2	\$10.55	\$10.12	\$0.00	\$0.65
COMM. ELECT.	All	BLD		\$43.10	\$45.90	1.5	1.5	2	\$8.88	\$13.22	\$1.00	\$0.85
ELECTRIC PWR EQMT OP	All	ALL		\$50.50	\$55.50	1.5	1.5	2	\$11.69	\$16.69	\$0.00	\$3.12
ELECTRIC PWR GRNDMAN	All	ALL		\$39.39	\$55.50	1.5	1.5	2	\$9.12	\$13.02	\$0.00	\$2.43
ELECTRIC PWR LINEMAN	All	ALL		\$50.50	\$55.50	1.5	1.5	2	\$11.69	\$16.69	\$0.00	\$3.12
ELECTRICIAN	All	All		\$46.10	\$49.10	1.5	1.5	2	\$14.33	\$15.52	\$0.70	\$1.00
ELEVATOR CONSTRUCTOR	All	BLD		\$51.94	\$58.43	2	2	2	\$14.43	\$14.96	\$4.16	\$0.90
FENCE ERECTOR	All	ALL		\$39.58	\$41.58	1.5	1.5	2	\$13.40	\$13.90	\$0.00	\$0.40
GLAZIER	All	BLD		\$42.45	\$43.95	1.5	1.5	2	\$14.04	\$20.14	\$0.00	\$0.94
HT/FROST INSULATOR	All	BLD		\$50.50	\$53.00	1.5	1.5	2	\$12.12	\$12.96	\$0.00	\$0.72
IRON WORKER	All	ALL		\$47.33	\$49.33	2	2	2	\$14.15	\$22.39	\$0.00	\$0.35
LABORER	All	ALL		\$41.20	\$41.95	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
LATHER	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63
MACHINIST	All	BLD		\$46.35	\$48.85	1.5	1.5	2	\$7.05	\$8.95	\$1.85	\$1.32
MARBLE FINISHERS	All	ALL		\$33.95	\$33.95	1.5	1.5	2	\$10.45	\$15.52	\$0.00	\$0.47
MARBLE MASON	All	BLD		\$44.63	\$49.09	1.5	1.5	2	\$10.45	\$16.28	\$0.00	\$0.59
MATERIAL TESTER I	All	ALL		\$31.20	\$31.20	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
MATERIALS TESTER II	All	ALL		\$36.20	\$36.20	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
MILLWRIGHT	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63

OPERATING ENGINEER	All	BLD	1	\$50.10	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	2	\$48.80	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	3	\$46.25	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	4	\$44.50	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	5	\$53.85	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	6	\$51.10	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	7	\$53.10	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	FLT	1	\$55.90	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	2	\$54.40	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	3	\$48.40	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	4	\$40.25	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	5	\$57.40	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	6	\$38.00	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	HWY	1	\$48.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	2	\$47.75	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	3	\$45.70	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	4	\$44.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	5	\$43.10	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	6	\$51.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	7	\$49.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
ORNAMNTL IRON WORKER	All	ALL		\$46.75	\$49.25	2	2	2	\$13.90	\$19.79	\$0.00	\$0.75
PAINTER	All	ALL		\$45.55	\$51.24	1.5	1.5	1.5	\$11.56	\$11.44	\$0.00	\$1.87
PAINTER SIGNS	All	BLD		\$37.45	\$42.05	1.5	1.5	2	\$2.60	\$3.18	\$0.00	\$0.00
PILEDRIVER	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63
PIPEFITTER	All	BLD		\$47.50	\$50.50	1.5	1.5	2	\$9.55	\$17.85	\$0.00	\$2.07
PLASTERER	All	BLD		\$42.75	\$45.31	1.5	1.5	2	\$14.00	\$15.71	\$0.00	\$0.89
PLUMBER	All	BLD		\$49.25	\$52.20	1.5	1.5	2	\$14.34	\$13.35	\$0.00	\$1.28
ROOFER	All	BLD		\$42.30	\$45.30	1.5	1.5	2	\$9.08	\$12.14	\$0.00	\$0.58
SHEETMETAL WORKER	All	BLD		\$43.50	\$46.98	1.5	1.5	2	\$11.03	\$23.43	\$0.00	\$0.78
SIGN HANGER	All	BLD		\$31.31	\$33.81	1.5	1.5	2	\$4.85	\$3.28	\$0.00	\$0.00
SPRINKLER FITTER	All	BLD		\$47.20	\$49.20	1.5	1.5	2	\$12.25	\$11.55	\$0.00	\$0.55

STEEL ERECTOR	All	All		\$42.07	\$44.07	2	2	2	\$13.45	\$19.59	\$0.00	\$0.35
STONE MASON	All	BLD		\$45.38	\$49.92	1.5	1.5	2	\$10.45	\$16.68	\$0.00	\$0.90
TERRAZZO FINISHER	All	BLD		\$40.54	\$40.54	1.5	1.5	2	\$10.65	\$12.76	\$0.00	\$0.73
TERRAZZO MASON	All	BLD		\$44.38	\$47.88	1.5	1.5	2	\$10.65	\$14.15	\$0.00	\$0.82
TILE MASON	All	BLD		\$38.56	\$38.56	1.5	1.5	2	\$10.65	\$11.18	\$0.00	\$0.68
TRAFFIC SAFETY WRKR	All	HWY		\$33.50	\$39.50	1.5	1.5	2	\$6.00	\$7.25	\$0.00	\$0.50
TRUCK DRIVER	E	All	1	\$35.60	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	2	\$35.85	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	3	\$36.05	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	4	\$36.25	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	W	All	1	\$35.98	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	2	\$36.13	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	3	\$36.33	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	4	\$36.53	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TUCK POINTER	All	BLD		\$45.42	\$46.42	1.5	1.5	2	\$8.32	\$15.42	\$0.00	\$0.80

**Legend**

- M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
- OSA** Overtime pay required for every hour worked on Saturdays
- OSH** Overtime pay required for every hour worked on Sundays and Holidays
- H/W** Health/Welfare benefit

**Explanations COOK COUNTY**

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

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

#### EXPLANATION OF CLASSES

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

#### CERAMIC TILE FINISHER

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

#### OPERATING ENGINEER - BUILDING

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

Class 2: Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;



Laser-Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc.; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.;

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

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

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

#### LANDSCAPING

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**SPECIAL PROVISION**  
**for**  
**COALITION OF UNIONIZED PUBLIC EMPLOYEES "COUPE"**

**Based on the source of funding, the following applies:**

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

**SPECIAL PROVISION  
FOR  
ALTERNATE PROPOSAL**

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

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

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

**ORDINANCE**

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

**SPECIAL PROVISION  
FOR  
RESPONSIBLE BIDDER REQUIREMENT**

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

All applicable unions  
Carpenters Local 10  
Cement Makers Local 502  
Tramworkers Local 1  
Laborers Local 75  
Welders Local 150

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

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

**I. POLICY AND GOALS**

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

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

- B. **The County may set contract specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are 24% MBE and 10% WBE.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this provision, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this provision, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this provision and the wording of the Ordinance shall apply. If there is a conflict between this provision and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.



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

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

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

**A. MBE/WBE Utilization Plan**

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

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

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

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

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

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

- County of Cook
- City of Chicago (NOTE: firms certified by the City of Chicago in any area other than Construction must complete and submit a Personal Net Worth/Size Standard Affidavit. This form can be downloaded online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance) )

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

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

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

3. Joint Venture Affidavit

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

**B. Reduction/Waiver Petition**

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

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

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

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

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

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

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

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

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

**V. NON-COMPLIANCE**

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

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

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

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

Any questions regarding this section should be directed to:

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

**Assist Agencies**

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

Perry Nakachi  
 President  
 Association of Asian Construction Enterprises  
 333 North Ogden Avenue  
 Chicago, IL 60607  
 312-563-0746  
 Fax: 312-666-1785  
[nakmancorp@aol.com](mailto:nakmancorp@aol.com)

Carnice Carey  
 Executive Director  
 Cosmopolitan Chamber of Commerce  
 1455 South Michigan Avenue  
 Chicago, IL 60605  
 312-499-0611  
[ccarey@cosmochamber.com](mailto:ccarey@cosmochamber.com)

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

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

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

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

[shillmorgan@chicagomsdc.org](mailto:shillmorgan@chicagomsdc.org)

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

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

Ms. Pricilla Torrence  
Director  
INDUSTRIAL COUNCIL of NEARWEST  
2023 West Carroll Avenue  
Chicago, IL 60612  
312-421-3941  
312-421-1871 (FAX)  
[priscella@industrialcouncil.com](mailto:priscella@industrialcouncil.com)

D. Lorenzo Padron  
Director of Procurement  
LATIN AMERICAN CHAMBER of COMMERCE  
3512 West Fullerton Avenue  
Chicago, IL 60647  
773-25-5211  
773-252-7065 (FAX)  
[randrade@latinamericanchamberofcommerce.com](mailto:randrade@latinamericanchamberofcommerce.com)

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

Thomas Applegate  
Executive Director  
NORTH RIVER COMMISSION/LADCOR  
3403 West Lawrence – Suite 201  
Chicago, IL 60625  
773-478-0202  
773-478-0282 (FAX)  
[thomasapplegate@northrivercommission.org](mailto:thomasapplegate@northrivercommission.org)

Ms. Angela R. Johnson  
National Director of International Trade Bureau  
RAINBOW P.U.S.H.  
930 East 50<sup>th</sup> Street

Chicago, IL 60615  
 773-373-3366  
 312-373-3571 (FAX)  
[mturner@rainbowpush.org](mailto:mturner@rainbowpush.org)

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

Ms. Hedy Ratner  
 WOMEN'S BUSINESS DEVELOPMENT CENTER  
 8 South Michigan  
 Suite 400  
 Chicago, IL 60604  
 312-853-3477  
 312-853-0145 (FAX)  
[hratner@wbdc.org](mailto:hratner@wbdc.org)

Karen  
 American Council of Engineering Companies of Illinois (ACEC Illinois)  
 5221 South 6<sup>th</sup> Street Road  
 Suite 120  
 Springfield, IL 62703  
 217-529-7430  
[karen@acecil.org](mailto:karen@acecil.org)

#### **Cook County Departments**

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

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

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

**COOK COUNTY**  
**DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**  
**SPECIAL PROVISION**  
**FOR**  
**SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES**  
**NONFEDERAL-AID CONTRACTS**

**1) General**

- a) The requirements set forth herein shall constitute the specific affirmative action requirements under this contract and supplement the non-discrimination requirements contained elsewhere in this proposal.
- b) The contractor will work with the Cook County Department of Transportation and Highways in carrying out Equal Employment Opportunity (EEO) obligations and in their reviews of activities under the contract.
- c) The contractor, and all subcontractors holding subcontracts (not including material suppliers) of \$10,000.00 or more, will comply with the following minimum specific requirement activities of equal employment opportunity the contractor will include these requirements in every subcontract of \$10,000.00 or more with such modification of language as is necessary to make them binding on the subcontractor.

**2) Equal Employment Opportunity Policy**

The contractor will accept as operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons, and to promote the full realization of equal employment opportunity through a positive continuing program:

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

**3) Equal Employment Opportunity Officer**

The contractor will designate and make known to the Cook County Department of Transportation and Highways contracting officers an EEO officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of Equal Employment Opportunity and who must be assigned adequate authority and responsibility to do so.

**4) Dissemination of Policy**

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

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

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

## 5) Recruitment

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

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



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

## 6) Personnel Actions

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

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

## 7) Training and Promotion

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

## Unions

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

- e) The contractor will use best efforts to develop, in cooperation with the unions. Joint training programs aimed toward qualifying more minority and female employees for membership in the unions and increasing the skills of minority and female employees so that they may qualify for higher paying employment.
- f) The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- g) The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Cook County Department of Transportation and Highways and shall set forth what efforts have been made to obtain such information.
- h) In the event the union is unable to provide the contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and females. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minorities or female employees). In the event the union referral practice prevents the contractor from meeting the obligations pursuant to these special provisions, such contractor shall immediately notify the Cook County Department of Transportation and Highways.

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

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

- a) The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligation under this contract.
- b) Minority and Women Owned Business Enterprises, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use best efforts to solicit bids from and to utilize M/WBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

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

### 9) Records and reports

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

- a) The records kept by the contractor shall document the following:
- (1) The number of minorities, non-minorities and females employed in each work classification on the project.
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and females;
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and,
  - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b) The contractor will submit to the Cook County Department of Transportation and Highways a monthly report every month for the duration of the project, indicating the number of minority, non-minority and female employees currently engaged in each work classification required by contract work and the number of hours worked. This information is to be reported on form SBE-956. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

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

- (1) The offeror's or bidder's attention is called to the "equal opportunity clause" and the "standard federal equal employment opportunity construction contract specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

### APPENDIX A

The following goal for female utilization in each construction craft and trade shall apply to all contractors holding federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00. The goal is applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally assisted or nonfederally related construction contract or sub contract. Area covered (statewide) goals for women apply nationwide.

Goal	Goal (Percentage)
Female Utilization	6.9

#### APPENDIX B

Until further notice, the following goals for minority utilization in each construction craft and trade shall apply to all contractors holding federal or federally-assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective geographical areas. The goals are applicable to the contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a federal, federally-assisted or nonfederally related construction contract or subcontract.

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

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

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

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

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

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

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

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

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

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

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



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

**SPECIAL PROVISION**  
**FOR**  
**INSURANCE REQUIREMENTS**

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 except the limits of insurance in paragraph (D) Umbrella/Excess Liability or unless specified otherwise.

The Contractor shall be solely responsible for any deductible or self-insured retention for any policy provided by the Contractor. Any self-insured retention must be declared.

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 shall contain (i) ISO Additional Insured Endorsements CG 20 10 07 04 **and** CG 20 37 07 04 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 three 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. 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

E. Contractor's Pollution Liability

Contractor will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim and in the aggregate. Contractor shall determine if Subcontractor(s) shall maintain Contractor's Pollution Liability Insurance. 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 three 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 on a primary and non-contributory basis. The Commercial General Liability policy shall include **ISO Additional Insured Endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent**. Any insurance or self-insurance maintained by additional insured shall be excess of the Contractor's insurance and shall not contribute with it. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the additional insured requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

All liability policies shall entirely delete ISO endorsements CG 21 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 Accord forms which evidence the required insurance. The certificates must specifically list the required additional

insured(s) and specify that Waiver of Subrogation Endorsements apply. The certificates must be accompanied by the required Commercial General Liability ISO Additional Insured Endorsements CG 20 10 07 04, CG 20 37 07 04 (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.

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**

The insurance carriers shall provide the Superintendent of Highways and Transportation with thirty (30) days advance written notice in the event any required insurance will be cancelled 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 to order the job shut down until the Contractor obtains the required insurance.

#### **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  
RAILROAD PROTECTIVE LIABILITY INSURANCE**

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

**NAMED INSURED**

**NUMBER AND SPEED  
OF FREIGHT AND/OR PASSENGER TRAINS**

**CSX Transportation**  
500 Water Street  
Jacksonville, FL 32202

Train count below for DOT 163372S:  
Total Day Thru Trains: 2  
Total Night Thru Trains: 1  
Total Switching Trains: 3

Contact:

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

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

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

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

## CSXT INSURANCE REQUIREMENTS

### I. Insurance Policies:

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

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name B&OCT as an additional insured.
2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against B&OCT and its affiliates [if permitted by state law].
3. Commercial Automobile Liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name B&OCT as an additional insured.
4. Railroad Protective Liability (RPL) insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
  - a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
  - b. B&OCT must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:
 

The Baltimore & Ohio Chicago Terminal Railroad Company,  
a wholly owned subsidiary of  
CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202
  - c. The Name and Address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.
  - d. A description of operations and location must appear on the Declarations page and must match the Project description.
  - e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
  - f. Authorized endorsements must include:
    - (i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later
  - g. Authorized endorsements may include:
    - (i) Broad Form Nuclear Exclusion - IL 00 21
    - (ii) Notice of Non-renewal or cancellation
    - (iii) Required State Cancellation Endorsement
    - (iv) Quick Reference or Index - CL/IL 240
  - h. Authorized endorsements may not include:
    - (i) A Pollution Exclusion Endorsement except CG 28 31
    - (ii) An Endorsement that excludes TRIA coverage
    - (iii) An Endorsement that limits or excludes Professional Liability coverage
    - (iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
    - (v) A Known Injury Endorsement
    - (vi) A Sole Agent Endorsement
    - (vii) A Punitive or Exemplary Damages Exclusion
    - (viii) A "Common Policy Conditions" Endorsement
    - (ix) Policies that contain any type of deductible
    - (x) Any endorsement that is not named in Section 4 (f) or (g) above that B&OCT deems unacceptable

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

II. Additional Terms

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2018

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).

<b>PRODUCER</b> Hub International Midwest 1411 Opus Place, Suite 450 Downers Grove IL 60515	<b>CONTACT NAME:</b> Jo-Ann E. Billo, CISR, CRIS
	<b>PHONE (A/C, No, Ext):</b> 815-215-4712 <b>FAX (A/C, No):</b> 877-224-9706 <b>E-MAIL ADDRESS:</b> JoAnn.Billo@HUBinternational.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> ALLIED WORLD NATL ASSUR CO	NAIC # 10690
<b>INSURER B:</b> Hartford Fire Insurance Company	19682
<b>INSURER C:</b> AXIS INS CO	37273
<b>INSURER D:</b> HARTFORD INS CO OF THE MIDWEST	37478
<b>INSURER E:</b> NAVIGATORS INS CO	42307
<b>INSURER F:</b> Travelers Property Casualty Company of America	25674

**INSURED** DCONSTR-02  
 D Construction, Inc.  
 1488 S. Broadway  
 Coal City IL 60416


**COVERAGES**      **CERTIFICATE NUMBER:** 783150353      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	0310-6436	4/5/2017	4/5/2018	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 - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		83UENQU2801	4/5/2017	4/5/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		MAU78658801	4/5/2017	4/5/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	83WNQU2800	4/5/2017	4/5/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Excess Liability Leased/Rented		HO17EXC751159IV QT6608242B035	4/5/2017 4/5/2017	4/5/2018 4/5/2018	5,000,000 Occ 1,500,000 max/item      5,000,000 Agg \$10K Ded re Vac Tr

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Contract No.: 1755-16889; Section: 16-PPRPS-00-PV 17-00228; Pavement Preservation and Rehabilitation Program SOUTH - 2017  
 Cook County, its officials and employees are included as additional insureds under General Liability on a primary and non-contributory basis when agreed in a written contract subject to policy terms, conditions, and exclusions. Waiver of subrogation in favor of the additional insureds apply as required by written contract and where permissible by law.

OK TGW

<b>CERTIFICATE HOLDER</b>  County of Cook c/o Cook County Department of Transportation and Highways 69 W. Washington St. (Rm 2354) Chicago IL 60602	<b>CANCELLATION</b>  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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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

**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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>Any owners, lessees or contractors whom you have agreed to include as an additional insured under a written contract provided that such was executed prior to an occurrence.</p>	<p>All Locations and Completed Operations</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**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".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY - RAILROADS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<p><b>Scheduled Railroad:</b> Any railroad where required under written contract provided that such was executed prior to an occurrence</p>	<p><b>Designated Job Site:</b> Any</p>
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

**9. "Insured Contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number: 83WNQU2800**

**Endorsement Number:**

**Effective Date: April 5, 2017** Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:**

**D. Construction, Inc.  
1488 S. Broadway  
Coal City, IL 60416**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

**SCHEDULE**

**As Required per Written Contract**

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIERS COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

Endorsement Effective:	Countersigned By:
Named Insured: D Construction, Inc.	
(Authorized Representative)	

### SCHEDULE

Scheduled Railroad	Designated Job Site
Any railroad where required under written contract provided that such was executed prior to an occurrence	Any

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.



**HUDSON RAILROAD PROTECTIVE LIABILITY GROUP**

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

**POLICY CERTIFICATE**

THIS POLICY CERTIFICATE IS ISSUED UNDER MASTER POLICY NUMBER 201701  
ISSUED TO HUDSON RAILROAD PROTECTIVE LIABILITY GROUP

Policy Number: RRP8020005540

Named Insured: The Baltimore & Ohio Chicago Terminal Railroad Company  
and its affiliates including Designated Employees and:

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

Named Insured Mailing Address: a wholly owned subsidiary of CSX Transportation, Inc. 500 Water Street, C-907 Jacksonville, FL 32202

Contractor Name: D. Construction, Inc.

Contractor Address: 1488 S. Broadway Coal City, IL 60416

Project Work: Paving & Grinding - 139th Street, Blue Island, IL

Location of Work: Mile Post DB 0.37

Contract Cost within 50 ft: \$ 10,000 Contract # or Name: 17-00228

Work Performed For: - Cook County Department of Transportation (69 W. Washington Street Chicago, IL 60602)

Policy Period: EFFECTIVE DATE: 4/1/2018 12:01 AM to EXPIRATION DATE: 4/1/2019 12:01 AM

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

Territory: United States of America

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

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

Wording: As per the Railroad Protective Form CG0035; CG2170; CG2176; CG2196; IL0021; HASB0010111; HTER0010115; HPOLRRP01; HUDEVACRRP1; HUDPREMRP01 and all required state amendatory endorsements.

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

Agent Name: HUB International Midwest Limited

Agent Address: 1411 Opus Place Suite 450 Downers Grove, IL 60515

Program Administrator: 1230CP / Alliant Insurance Services Houston LLC; 555 Croton Road, Suite 206, King of Prussia, PA 19406 866-883-7692

Authorized Representative

DATE: 1/4/2018



## RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

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

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

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

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

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

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

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

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

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

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

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

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

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected Or Intended Injury

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

###### b. Contractual Liability

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

###### c. Completed Work

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

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

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

**d. Acts Or Omissions Of Insured**

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

**e. Workers' Compensation And Similar Laws**

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

**f. Pollution**

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

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

**g. Damage To Owned, Leased Or Entrusted Property**

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

**h. War**

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

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

**COVERAGE B – PHYSICAL DAMAGE TO PROPERTY**

**1. Insuring Agreement**

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

**2. Exclusions**

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

**a. Completed Work**

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

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

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

**b. Acts Or Omissions Of Insured**

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

**c. Nuclear Incidents Or Conditions**

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

**d. Pollution**

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

**SUPPLEMENTARY PAYMENTS – COVERAGE A**

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

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

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

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

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

**SECTION III – LIMITS OF INSURANCE**

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

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

**SECTION IV – CONDITIONS**

- A.** The following Conditions apply to Coverages A and B:
1. **Assignment**  
Assignment of interest under this Coverage Part shall not bind us unless we issue an endorsement consenting to the assignment.
  2. **Bankruptcy**  
Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
  3. **Cancellation**
    - a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.

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

#### 4. Changes

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

#### 5. Inspections And Surveys

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

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

#### 6. Other Insurance

The insurance afforded by this policy is:

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

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

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

#### 7. Premium And Premium Audit

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

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

## 8. Transfer Of Rights Of Recovery Against Others To Us

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

## 9. When We Do Not Renew

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

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

## B. The following Conditions apply to Coverage A only:

### 1. Legal Action Against Us

No person or organization has a right under this policy:

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

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

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

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

- (2) Notify us as soon as practicable.

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

### c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### 3. Separation Of Insureds

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

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

## C. The following Conditions apply to Coverage B only:

### 1. Appraisal

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

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

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

## 2. No Benefit To Bailee

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

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

You must:

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

## 4. Legal Action Against Us

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

## 5. Payment Of Loss

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

## SECTION V – DEFINITIONS

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

### **RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

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

**B. The following definition is added:**

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

### RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

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

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

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

**1. The insurance does not apply:**

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

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

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

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

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

**2. As used in this endorsement:**

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

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

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

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

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

"Nuclear facility" means:

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

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **ASBESTOS EXCLUSION ENDORSEMENT**

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

Exclusions:

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

- A. to investigate, settle or defend any claim or suit against any "insured" alleging actual or threatened injury or damage of any nature or kind including loss of use to persons or property which arises out of or would not have occurred but for:
  - (1) exposure to asbestos; or
  - (2) manifestation of any disease relating to the exposure to asbestos; during policy period or at any time prior to the policy period;
  
- B. to pay, contribute or indemnify another for any injury or damage resulting in judgments, settlements, loss, costs or expenses awarded or incurred that:
  - (1) arises out of any such claim or suit; or
  - (2) arises due to compliance with any action authorized by law relating to such injury or damage.

All other terms and conditions remain unchanged

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DISCLOSURE – TERRORISM RISK INSURANCE ACT**

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

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

### **Disclosure of Premium**

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

### **Federal Participation In Payment of Terrorism Losses**

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

### **Cap on Insurer Participation In Payment Of Terrorism Losses**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **LIMITED SEEPAGE, POLLUTION AND CONTAMINATION COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

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

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

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EVACUATION EXPENSE COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

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

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

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

#### **Delay**

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

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

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

“Evacuation expense” means:

- (1) Reasonable travel expenses to a designated safe area; and
- (2) The additional cost of food and temporary living expenses within such area that result from an “evacuation”.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FULLY EARNED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

### RAILROAD PROTECTIVE LIABILITY COVERAGE PART

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

#### 1. Cancellation

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

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

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

#### NONRENEWAL

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

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

#### C. Mailing Of Notices

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ILLINOIS CHANGES – DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
INDEMNIFICATION FOR COOK COUNTY**

The Contractor shall indemnify the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns (the "County") pursuant to the language provided under Section 107.26 of the Standard Specifications for Road and Bridge Construction.

**107.26 Indemnification.** To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the activities of the Contractor, subcontractors, licensees, invitees, suppliers, agents, or employees arising out of, incident to, or resulting from performance of the contract, or any activity in connection therewith. The Contractor shall indemnify and hold harmless the County of Cook and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from any and all claims, lawsuits, actions, costs, and fees (including reasonable attorney fees and expenses) of every nature or description, arising from, growing out of, or connected with the work, or on account of or in consequence of any neglect in safeguarding the work or on account of or in consequence of using unacceptable materials in constructing the work or because of any act or omission, neglect, or misconduct of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, and/or anyone for whose acts they may be liable or because of any claims or amount recovered by reason of any infringement of any patent, trademark, or copyright or by reason of the violation of any law, ordinance, order or decree. This obligation is binding on the Contractor without regard to whether or not such claim, damage, loss, or expense is caused in part by the act, omission, or negligence of the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns.

In claims against the County by an employee of the Contractor, its officers, employees, agents, its subcontractor, or subcontractors licensees, invitees, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification herein shall not be limited by a limitation on amount or type of damages payable by or for the Contractor or subcontractor under any employee benefits act including but not limited to the Worker's Compensation Act.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the County for the payment thereof, may be retained by the County for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefore until any such lawsuit, action, or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the County, its employees or agents shall be deemed a waiver by the County of full compliance with the requirements of the contract. This indemnification shall not be limited by any Performance Bond or insurance protection required of the Contractor in the contract.

**SPECIAL PROVISION  
FOR  
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 11-21-17

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.

**SPECIAL PROVISION  
FOR  
COMBINATION BIDDING PROCESS**

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

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

PROJECT	SECTION	WORKING DAYS	CALENDAR DAYS
---------	---------	--------------	---------------

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

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

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

The following provisions shall govern combination bidding:

- 1) A Combination Bid which is submitted for 2 or more proposals and awarded on that basis shall have the bid prorated against each proposal in proportion to the bid submitted for each proposal.
- 2) Separate contracts shall be executed for each proposal included in the combination.
- 3) The proposal guaranties which accompany the individual proposals making up the combination will be considered as also covering the Combination Bid.
- 4) The completion date for all contracts awarded on a Combination Bid shall be the latest completion date designated for any one or more of the contracts included in the combination, unless otherwise provided in the contract.

- 5) Contracts awarded in combination for the projects above shall have the WORKING DAYS revised to \_\_\_\_\_ WORKING DAYS, and the CALENDAR DAYS revised to \_\_\_\_\_ CALENDAR DAYS. The "Daily deduction" rate in the Traffic Control Deficiency Deduction Special Provision shall be based on the REVISED CALENDAR DAYS stated above.
- 6) The Contractor, at his option, may start one project or all projects. WORKING DAYS then shall start as specified in Article 108.04 of the Standard Specifications for Road and Bridge Construction and shall continue from that day forward until all projects are completed.
- 7) An extension of time for any one or more contracts awarded on a Combination Bid shall automatically extend all contracts awarded on the combination.
- 8) In the event the Contractor fails to complete any one or all the contracts on the Combination Bid by the contract completion date plus any authorized extension, or the contract working days plus any authorized extension, the liquidated damages shall be determined from the schedule of deductions for each day of the overrun in the contract time in Article 108.09 in the Standard Specifications for Road and Bridge Construction, based on the Combination Bid total, and shall be computed on the combination and prorated against the 2 or more individual contracts based on the dollar value of each contract.
- 9) The Plans and Special Provisions for each separate contract shall be construed separately for all requirements, except as described in section 1 through 8 listed above.

**SPECIAL PROVISION  
FOR  
PROMPT PAY MECHANISMS (NON FEDERAL AID)**

This contract is subject to the following payment obligations:

“As partial payments are made to the contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the contractor shall make corresponding partial payment within fifteen (15) calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Cook County Department of Transportation and Highways included in the partial payment to the contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within fifteen (15) calendar days after the subcontractor’s work has been satisfactorily completed.”

This Special Provision does not create any rights in favor of any subcontractor against the County of Cook or authorize any cause of action against the County of Cook on account of any payment, nonpayment, delayed payment or interest claimed by application of this Prompt Payment Special Provision. The Cook County Department of Transportation and Highways will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Cook County Department of Transportation and Highways will not approve any delay or postponement of the fifteen (15) day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly, performed or material furnished. These remedies are lien against public funds set forth in Section 23© of the Mechanics Lien Act, 770 ILCS 60/23©, and a recovery on the contractors payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

**SPECIAL PROVISION  
FOR  
CONTRACT CLAIMS**

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

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

"All claims shall be submitted to the Engineer."

Revise subparagraph (e) of this Article to read:

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

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

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

**SPECIAL PROVISION**  
**FOR**  
**PRE-CONSTRUCTION CONFERENCE**

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

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

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

**SPECIAL PROVISION  
FOR  
CONTRACT EXTRA WORK**

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

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

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

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



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

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

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

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

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

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

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

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

09-0-36

ORDINANCE

Sponsored by

THE HONORABLE TODD H. STROGER, PRESIDENT

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

COUNTY COMMISSIONERS

Co-Sponsored by

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

JOSEPH MARIO MORENO, DEBORAH SIMS, ROBERT B. STEELE

AND LARRY SUFFREDIN, COUNTY COMMISSIONERS

COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

**ARTICLE IX. GREEN CONSTRUCTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Verified diesel emission control device means:

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective date: This Ordinance shall take effect upon adoption.

Approved and adopted this 19th day of May 2009.

TODD H. STROGER, President

Cook County Board of Commissioners

Attest: DAVID ORR, County Clerk.



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

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

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

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

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

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

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

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

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

RESPONSIBILITY OF THE COUNTY

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

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

## RESPONSIBILITY OF THE CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**OFFICE:**

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

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

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

**FIELD:**

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

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

	<b>Bid Amount</b>	<b>Approximate Cost</b>
Up to	\$1,000,000	\$ 625
\$1,000,000	\$3,000,000	\$ 750
\$3,000,000	\$5,000,000	\$ 875
Over	\$5,000,000	\$1,000



**SPECIAL PROVISION  
FOR  
CONSTRUCTION DEBRIS**

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

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

**SPECIAL PROVISION  
FOR  
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., 23<sup>rd</sup> 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:

**\* SEE Special Provision 33a CCDD Report**

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

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

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

## CLEAN CONSTRUCTION AND DEMOLITION DEBRIS REPORT

The clean construction and demolition debris report can be downloaded at <ftp://highwayftp.cookcountyil.gov> (user name: **highwaypublic**; password: **ftpt3st!**)

**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  
DIAMOND GRINDING CONCRETE PAVEMENT**

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

Grinding shall not extend across bridges unless specifically designated.

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

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

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

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

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

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

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

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

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

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

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

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

Disposal of grinding residue shall meet the following requirements:

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

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

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

#### Measurement and Payment.

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

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

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

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

**SPECIAL PROVISION  
FOR  
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  
CUTTING HOT-MIX ASPHALT PAVEMENT (FULL DEPTH)**

Description. This work shall consist of the cutting of hot-mix asphalt pavements wherever indicated on the plans for the full depth of the existing HMA pavement and as required by the Engineer.

The hot-mix-asphalt pavement 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 pavement 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 PAVEMENT (FULL DEPTH)

**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  
TEMPORARY BUTT JOINTS**

Description. Immediately after the removal of the existing hot-mix-asphalt surface, Temporary Butt Joints shall be constructed at the saw cut limits of removal. The Butt Joints are to be constructed with Hot-Mix-Asphalt Surface Course or Leveling Binder and compacted as directed by the Engineer. A coated paper bond breaker shall be placed between the Butt Joint and the existing surface.

The Butt Joints shall be removed and the exposed surfaces primed just prior to the placement of the specified Hot-Mix-Asphalt paving material.

Temporary Butt Joints shall be measured in Feet (Meters).

Basis of Payment. The cost of constructing and removing the Butt Joints shall be paid for at the Contract Unit Price per Foot (Meter) for Temporary Butt Joints.



**SPECIAL PROVISION  
FOR  
TREATMENT OF CRACKS**

Prior to placing leveling binder, binder course or surface course mixtures, as specified, on milled or unmilled surfaces to be resurfaced, all cracks shall be pneumatically cleaned and free of dirt, water, vegetation and loose material and then sealed to the satisfaction of the Engineer.

Small cracks less than 1/2 inch (13mm) width shall be filled in accordance with Section 451. This preparation and treatment of the existing milled or unmilled pavement, as called for in the plans, shall be paid for at the contract unit price per pound (kilogram) for CRACK FILLING. Crack routing will not be required, and the Contractor will not be paid for this item.

Cracks 1/2 inch (13mm) or greater in width shall be primed, filled with Mixture for Cracks, Joints and Flangeways conforming to that specified in Article 406.05 and compacted by use of a vibratory roller. Cracks that remain in a heaved condition shall be resettled by use of vibratory roller. If the heaved condition cannot be settled, it shall be milled flat to the satisfaction of the Engineer. The Engineer may waive the vibratory roller equipment if the Contractor can obtain satisfactory results with other rollers designated in Article 1101.01. This preparation and treatment of the existing milled or unmilled pavement, as called for in the plans, shall be paid for at the contract unit price per ton for MIXTURE FOR CRACKS, JOINTS AND FLANGEWAYS.

**SPECIAL PROVISION  
FOR  
FRAMES AND LIDS TO BE ADJUSTED, SPECIAL**

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
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.

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**SPECIAL PROVISION  
FOR  
WATER VALVE BOXES TO BE ADJUSTED AND DOMESTIC METER VAULTS TO BE ADJUSTED**

Description. At various locations within the limits of this improvement, the Contractor will encounter water valve boxes and/or domestic meter vaults that are to be adjusted to the proposed grade.

This work shall be subject to the provisions of Section 602 of the State Specifications.

Basis of Payment. This work shall be paid for at the contract unit price each for Water Valve Boxes to be Adjusted and for Domestic Meter Vaults to be Adjusted, which price shall include all labor, equipment and materials to complete the work in accordance with the plans and this special provision

**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 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  
ERADICATION OF EXISTING PAVEMENT MARKING**

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

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

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

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

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

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

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

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

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

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

**SPECIAL PROVISION  
FOR  
RAISED REFLECTIVE PAVEMENT MARKER**

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

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

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



**SPECIAL PROVISION  
FOR  
TRAFFIC SIGNAL WORK GENERAL**

All work and equipment performed and installed under this contract, shall be governed and shall comply to the State of Illinois "Standard Specifications for Road and Bridge Construction" latest edition, herein referred to as the Standard Specifications and the "District One Standard Design Details"; the State of Illinois "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition; the "National Electrical Code" latest edition herein referred to as the NEC; the National Electrical Manufacturers Association, herein referred to as NEMA (all publications for traffic control items) latest editions; the International Municipal Signal Association, herein referred to as IMSA "Official Wire & Cable Specifications Manual" latest edition; the Institute of Transportation Engineers, herein referred to as the ITE, Technical Report No.1, "A Standard for Adjustable Face Vehicular Traffic Control Heads"; AASHTO "Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals" and the "Supplemental Specifications" and "Recurring Special Provisions" noted herein.

The following Special Provisions supplement the above specifications, manuals, and code. The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new unless otherwise noted herein. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. Traffic signal construction and maintenance work shall be performed by personnel holding IMSA Traffic Signal Technician Level II certification. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer. In case of conflict with any part or parts of said documents, these Special Provisions shall take precedence and shall govern.

In order to reduce possible vehicular conflicts with fixed objects and avoid public criticism, it is necessary to require that no posts, poles, heads, or controller cabinets be installed until all traffic signal control equipment is brought to and located on the job site.

The construction, installation and/or removal work shall be accomplished at all the intersections within the limits of this project or as shown in the plans.

Description of Work. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the Engineer.

**Control of Traffic Signal Materials.**

All work shall meet the requirements of the "Standard Specifications for Road and Bridge Construction", except as follows:

The controller and all control equipment shall be of a manufacturer that is approved by this Department. The of all equipment shall have a representative and shop located in the six (6) county Chicago areas. All equipment installed in the controller cabinet shall be from a single supplier. The supplier shall be responsible for service and support for this equipment.

The intent of this Section is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new unless otherwise noted herein. Traffic materials and equipment shall bear the U.L. label whenever such labeling is available.

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

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

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

- (a) The contractor notifies the Department in advance of his/her intention to use other than domestically manufactured or produced material.
- (b) Written evidence is provided in English of compliance with all requirements of the specifications.
- (c) Physical tests conducted by the department verify the acceptability of the material.

Before any signal equipment, including mast arm assemblies, poles, controller cabinets, all control equipment and signal heads, are delivered to the job site, the Contractor shall obtain and forward to the Engineer a certified, notarized statement from the manufacturer, containing the catalog numbers of the equipment and/or material, guaranteeing that the equipment and/or material, after manufacture, comply in all respects with the requirements of the Specifications and these Special Provisions.

All material approval requests shall be within thirty (30) consecutive calendar days after the Contract is awarded, or at the pre-construction meeting, whichever is first. A list of major traffic signal items can be found in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements that have been installed on the job will be done at the Contractor's own risk and may be subject to removal and disposal at the Contractor's expense.

The Contractor must submit the following for approval by the Engineer:

- Four (4) complete set of manufacturer's descriptive literature, drawings, and specifications of the traffic signal equipment, handholes, junction box, cable, conduit and all associated items that will be installed on the contract. If the literature contains more than one item, the Contractor shall indicate which item or items will be furnished.
- Partial or incomplete submittal will be returned without review.

- The contractor shall supply samples of all wire and cable, and shall make up and supply samples of each type of cable splice proposed for use in the work for the-Engineer's approval.
- Seven (7) complete shop drawings of the mast arm assemblies and poles including combination mast arm poles are required, showing in detail the fabrication, anchor bolts, reinforcing materials, design material, thickness of sections and weld sizes. These drawing shall be approved by IDOT at least 11" x 17" (275mm x 425mm) in size and adequate quality for microfilming.
- Certain non-standard mast arm poles and assembles will require additional review. The Contractor shall account for additional review time in their schedule.
- Seven (7) copies of a letter from the Traffic Signal Contractor on company letterhead listing contract number or permit number, project location limits, pay item number and description and listing the manufacturer's name and model numbers of the proposed equipment to be supplied and stating that the proposed equipment meets all Contract requirements. The letter will be reviewed by the Engineer to determine whether the equipment to be used is approvable. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- Five (5) copies of a letter from the Traffic Signal Contractor listing the System Coordination and Timing (SCAT) consultant's name shall be supplied. The letter will be reviewed by the Engineer to determine whether the SCAT consultant to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the Contractor.
- Where certifications and/or warranties are specified. The information submitted for approval shall include certifications and warranties. Certifications involving inspections and/or tests of material shall be complete with all test data, dates and times.
- All above shall be stamped with the Section Number, Permit Number, or Contract Number and Intersection(s) name(s). Pay item numbers shall also be included. If the above required information is not on each sheet of the above literature or letters, the equipment and material cuts will not be reviewed and shall be returned to the Contractor.
- All submitted items reviewed and marked 'APPROVED AS SUBMITTED', 'APPROVED AS NOTED', 'DISAPPROVED', 'INCOMPLETE' or ' NOT REVIEW' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
- Exceptions, Deviations and Substitutions. In general, exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.
- After the engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status. Since the Engineer's review is for

conformance with design concept only. It is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop working, layout drawings, or other documents by the Departments approval thereof. The Contractor must be in full compliance with contract and specification requirements.

- Contractor shall not order major equipment such as mast arm assemblies prior to Engineer approval of the Contractor marked proposed traffic signal equipment locations to assure proper placement of contract required traffic signal displays, push buttons and other facilities. Field adjustments may require changes in proposed mast arm length and other coordination.

#### Marking Proposed Locations.

Revise the following to Article 801.09 of the Standard Specifications:

Revise "Marking Proposed Locations for Highway Lighting System" to read "Marking Proposed Locations for Highway Lighting System and Traffic Signals."

It shall be the contractor's responsibility to verify all dimensions and conditions existing in the field prior to ordering materials and beginning construction. This shall include locating the mast arm foundations and verifying the mast arms lengths.

#### Maintenance and Responsibility.

Revise Article 801.11 to read as follows.

- a) Existing traffic signal installations and/or any electrical facilities at all or various locations may be altered or reconstructed totally or partially as part of the work on this Contract. The Contractor is hereby advised that all traffic control equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, Cook County Highway Department, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", shall become the full responsibility of the Contractor. Automatic Traffic Enforcement equipment is not owned by the County and the Contractor shall not be responsible for maintaining it during construction. The Contractor shall supply the engineer and the Department's Electrical Maintenance Contractor a 24-hour emergency contact name and telephone number.
- b) When the project has a pay item for "Maintenance of Existing Traffic Signal Installation", "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation", the Contractor must notify both the Design Engineer at (312) 603-1730 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. This notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing

- all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.
- c) Regional transit, County and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.
  - d) Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops may not require maintenance transfer, unless a pay item of "Maintenance of Existing Traffic Signal Installation" is included in the project. When the pay item of "Maintenance of Existing Traffic Signal Installation" is not included, the Contractor is required to notify of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Design Engineer at (312) 603-1730, the Department's Electrical Maintenance Contractor and the owner of automatic traffic enforcement prior to the loop removal, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. Damaged Automatic Traffic Enforcement equipment, including cameras, detectors, or other peripheral equipment, shall be replaced by others, per Permit agreements or other agreements., at no cost to the contract except for City of Chicago projects in which the detectors shall be replaced. See additional requirements in these specifications under Inductive Loop Detector.
  - e) The Contractor is further advised that the existing traffic signal(s), and/or the existing temporary installation(s), must remain in operation during all construction stages except for the most essential down time. Any shutdown of the traffic signal installation(s), for a period to exceed fifteen (15) minutes, must have the prior approval of the Engineer. Such approval will generally only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns will not be allowed during inclement weather or during Holiday periods. Any other traffic signal shutdown, either for periods in excess of one (1) hour or outside of the 10:00 a.m. to 3:00 p.m. weekday period must have prior approval of the Engineer. The Contractor, prior to the commencement of his work, shall notify the State Electrical Maintenance Contractor, the Cook County Electrical Maintenance Contractor, or the concerned Municipality, of his intent to perform this work.
  - f) The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$1000 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$1000 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The Department's Electrical Maintenance Contractor may inspect any signaling device on the Department's highway system at any time without notification.

- g) Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- h) The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display.
- i) The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries.

#### Damage to Traffic Signal System.

Add the following to Article 801.12(b).

- a) Any damaged equipment or equipment not operating properly from any cause whatsoever shall be replaced with new equipment provided by the contractor at no additional cost to the Contract and/or owner of the traffic signal system all as approved by the Engineer. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal will not be accepted. Cable splices outside the controller cabinet will not be allowed.
- b) Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.
- c) Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause whatsoever, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement or other agreements.

#### Traffic Signal Inspection (Turn – On).

Revise Article 801.15b to read as follows.

- a) The Contractor must have all electric work completed, the electrical service installation connected by the utility company and equipment field tested by the Vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines the work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the

Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected. The Department will not grant a field inspection until written certification is provided from the Contractor stating the equipment has been field tested and the intersection is operating according to Contract requirements.

- b) When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specification, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Design Engineer at (312) 603-1730 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Pre-emption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on schedule, as well as stage changes and phase changes during construction.
- c) The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a Police Officer to direct traffic at the time of testing.
- d) The Contractor shall provide a representative from the control Equipment Vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.
- e) Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal turn-on, completeness of the required documentation and successful operation during a minimum 72 hour "burn-in" period following activation of the traffic signal. If approved, traffic signal acceptance shall be verbal at the turn-on inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.
- f) All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available acceptable from the Department.
- g) All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Design Engineer at (312) 603-1730 to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.
- h) All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices under which the subject materials and signal equipment are paid and no additional compensation will be allowed. Materials and signal equipment not complying with the

above requirements that have been installed on the job will be at the Contractor's own risk and shall be subject to removal and disposal at the Contractor's expense.

- i) The Contractor shall furnish the Cook County Highway Department with any special tools or wrenches that may be required for assembling or maintaining the control equipment and traffic control signal head assemblies.
- j) All control cable, when complete in place but before permanent connection, shall be subject to insulation tests at the discretion of the Engineer. The tests shall be made with approved insulation resistance testing equipment rated at 500 volts D.C. and witnessed by the Engineer. Results of these tests shall be submitted to the Department in written form, bearing the Engineers signature and shall become part of the project records. A final inspection of the traffic signal installation shall not be held until results of this insulation test have been received.
- k) All equipment such as new controllers and allied central equipment with the exception of cable, conduit, and other materials which require the use of the State of Illinois Materials Testing Laboratories, shall be built in the suppliers shop and inspected by a representative of this Department prior to the installation of such equipment, and upon approval of this equipment an inspection ticket will be issued to the Contractor by the inspection agency (State of Illinois Material Testing Laboratory or the Cook County Highway Mechanical-Electrical Section). The controller and allied control equipment shall be prepared in the suppliers shop and run under a load of a minimum of 500 watts per phase for at least 48 hours before it is inspected for proper operation and sequencing. After it passes this test an inspection ticket will be issued by the Cook County Highway Mechanical-Electrical Section representative and it can then be delivered to the job site for installation.
- l) Upon completion of the installation, a final inspection will be carried out by qualified representatives of the Highway Agencies involved.
- m) If the Contractor fails to comply with any of the aforementioned requirements, the County shall impose such sanction as it may determine to be appropriate including but not limited to withholding all payments to the Contractor on this contract until the provisions of this special provision are complete with and/or implementation of article 108.10 of the standard specifications.

At the final inspection it will be required that the Contractor will have submitted to the Engineer all necessary inspection tickets for all new equipment and materials installed under this Contract. If the Contractor has not obtained the inspection tickets on any portion of the new equipment and materials, the representative of this Department will have the authority to postpone the final inspection until such time as the above has been satisfied. Any postponement of the final inspection for this reason shall not relieve the Contractor of his full maintenance responsibilities until such time as the installation is re-inspected and accepted by the County.

The County requires the following Final Project Documentation from the Contractor at traffic signal turn-ons in electronic format in addition to hard copies where noted. A CD/DVD shall be submitted with separate folders corresponding to each numbered title below. The CD/DVD shall be labelled with date, project location, company and contract or permit number. Record Drawings, Inventory and Material Approvals shall be submitted prior to traffic signal turn-on for review by the Department as described here-in.

The County requires the following from the Contractor at traffic signal turn-on.



- 1) The Contractor shall, at the turn-on furnish one hard copy set of signal plans (24"x36") of record with field revisions marked in red ink to the maintaining agency.
- 2) Field Testing. Written notification from the Contractor and the equipment vendor of satisfactory field testing with corresponding material performance measurements, such as for detector loops and fiber optic systems (see Article 801.13). One hard copy of all contract required performance measurement testing shall also be provided.
- 3) A knowledgeable representative of the controller equipment supplier shall be required at the permanent and temporary traffic signal turn-on. The representative shall be knowledgeable of both cabinet design and controller functions and shall have sufficient test and spare equipment to make the traffic signal installation operational.
- 4) Pictures. Digital pictures of a minimum 12M pixels of each intersection approach showing all traffic signal displays and equipment. Pictures shall include controller cabinet equipment in enough detail to clearly identify manufacture and model of major equipment.
- 5) Materials Approval. The material approval letter. A hard copy shall also be provided.
- 6) Manuals. Operation and service manuals of the signal controller and associated control equipment. One hard copy shall also be provided.
- 7) Cabinet Wiring Diagram and Cable Logs. Five (5) hard copies 11" x 17" of the cabinet wiring diagrams shall be provided along with electronic pdf and dgn files of the cabinet wiring diagram. Five hard copies of the cable logs and electronic excel files shall be provided with cable #, number of conductors and spares, connected device/signal head and intersection location.
- 8) Controller Programming Settings. The traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The controller manufacturer shall also supply a printed form, not to exceed 11" x 17" for recording that data noted above. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
- 9) All Manufacturer and Contractor warranties and guaranties required by Article 801.14.
- 10) GPS coordinate of traffic signal equipment as describe in the Record Drawings section herein.

## RECORD DRAWINGS

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

- a. When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer

or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. If the contract consists of multiple intersections, each intersection shall be saved as an individual PDF file with TS# and location name in its file name.

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

Add the following to Article 801.16 of the Standard Specifications:

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

- All Mast Arm Poles and Posts
- Traffic Signal Wood Poles
- Rail Road Bungalow
- UPS
- Handholes
- Conduit roadway crossings
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations
- Conduit Crossings

Datum to be used shall be North American 1983.

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

1. File shall be named: TSXXX-YY-MM-DD (i.e. TS22157\_15-01-01)
2. Each intersection shall have its own file
3. Row 1 should have the location name (i.e. 103<sup>rd</sup> Street at Central Avenue)
4. Row 2 is blank
5. Row 3 is the headers for the columns
6. Row 4 starts the data
7. Column A (Date) – should be in the following format: MM/DD/YYYY
8. Column B (Item) – as shown in the table below
9. Column C (Description) – as shown in the table below
10. Column D and E (GPS Data) – should be in decimal form, per the County special provisions

Examples:

Date	Item	Description	Latitude	Longitude
01/01/2015	MP (Mast Arm Pole)	NEQ, NB, Dual, Combination Pole	41.580493	-87.793378
01/01/2015	HH (Handhole)	Heavy Duty, Fiber, Intersection, Double	41.558532	-87.792571
01/01/2015	ES (Electrical Service)	Ground mount, Pole mount	41.765532	-87.543571
01/01/2015	CC (Controller Cabinet)		41.602248	-87.794053
01/01/2015	RSC (Rigid Steel Crossing)	IL 31 east side crossing south leg to center HH at Klausen	41.611111	-87.790222
01/01/2015	PTZ (PTZ)	NEQ extension pole	41.593434	-87.769876
01/01/2015	POST (Post)		41.651848	-87.762053
01/01/2015	MCC (Master Controller Cabinet)		41.584593	-87.793378
01/01/2015	COMC (Communication Cabinet)		41.584600	-87.793432
01/01/2015	BBS (Battery Backup System)		41.558532	-87.792571

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 1 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 1 foot accuracy after post processing GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

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

#### Location of Underground State and County Maintained Facilities.

Revise Article 803 to read as follows.

County traffic signal facilities are not part of any of the one-call locating service such as J.U.L.I.E or Digger. If this contract requires the services of an electrical contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT and CCHD facilities prior to performing any work. If this contract does not require the services of electrical contractor, the Contractor may request one free locate for existing IDOT and CCHD electrical facilities from the Electrical Maintenance Contractor(s) prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted, in the City of Chicago contact D.I.G.G.E.R. at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

Restoration. All areas and plant material damaged by the installation of Traffic Signal posts, mast arm poles, underground cables or conduits, handholes and control cabinets shall be replaced as follows:

- Grass Areas: Replace top soil to a depth of four (4) inches (100 mm), re-grade shoulders, ditch slopes, and open areas back to former existing grades, fertilize, seed and mulch all damaged areas.
- Sod Areas (areas adjacent to residential, commercial and industrial properties and any other areas as directed by the engineer): Fertilize and re-sod damaged areas.
- Plant Materials: Remove and replace damaged trees, shrubs and vines with the same varieties that existed prior to damage.
- Shoulders other than Stabilized and Backslopes, medians, sidewalks, pavement, etc.: Replace shoulder to original condition and restore edge of backslope to original lines and grades. Medians, sidewalks and pavement shall be replaced in kind.
- All brick pavers disturbed in the work area shall be restored to their original configuration or as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer

All damaged landscape shall be replaced in accordance with Section 250 through 254 of the Standard Specifications.

Any damage, due to the installation of traffic signal equipment; or necessary removal at handholes, jacking pits, and inspection openings, of sidewalks, curbs, gutters, median and island paving, and/or pavement, shall be repaired or replaced by the Contractor. Repair or replacement shall be made with a like material of like thickness to the existing surface. Restoration of traffic signal work area shall be included in related pay items such as foundation, conduit, handhole, trench and backfill, etc.

#### Bagging Signal Heads.

Light tan colored traffic and pedestrian signal reusable covers shall be used to cover dark/un-energized signal sections and visors. Covers shall be made of outdoor fabric with urethane coating for repelling water, have elastic fully sewn around the cover ends for a tight fit over the visor, and have a minimum of two straps with buckles to secure the cover to the backplate. A center mesh strip allows viewing without removal for signal status testing purposes. Covers shall include a message indicating the signal is not in service.

**SPECIAL PROVISION  
FOR  
CONSTRUCTION AT RAILROAD CROSSING**

Prior to the start of work, the Contractor is required to contact the railroad as listed below for requirements pertaining to construction in the vicinity of its existing railroad crossing.

The following is a preliminary summary of the requirements obtained by the County from the Railroad, including approximate costs to the contractor.

- 1) Prior to the start of any work the contractor is required to obtain, from the Railroad, a Right-Of-Entry Agreement with the Railroad. Special Provision 242a has been provided as a sample.
- 2) The Contractor is required to use RAILROAD FLAGGERS during construction.
- 3) The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance in accordance with Article 107.11 of the Standard Specifications. The limits of liability shall be in accordance with Article 107.11 of the Standard Specifications unless otherwise noted. A separate policy is required for each railroad indicated below unless otherwise noted. SEE THE SPECIAL PROVISION FOR RAILROAD PROTECTIVE LIABILITY INSURANCE.

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NAMED INSURED	NUMBER AND SPEED OF PASSENGER TRAINS	NUMBER AND SPEED OF FREIGHT TRAINS
<b>CSX Transportation</b> 500 Water Street Jacksonville, FL 32202	Train count below for DOT 163372S: Total Day Thru Trains: 2 Total Night Thru Trains: 1 Total Switching Trains: 3	

**APPROVAL OF INSURANCE:** The ORIGINAL and one CERTIFIED copy of each required policy shall be submitted to the Resident Engineer for approval. The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Resident Engineer evidence that the required Railroad Protective Liability Insurance has been approved by the railroad(s). The Contractor shall also provide the Resident Engineer with the expiration date of each required policy.

The cost to the contractor for payments to the Railroad for all required permits, insurance, flagmen, cable locates, and any other requirements as dictated by the Railroad, shall be incidental to the contract. The County will not reimburse the contractor for these costs, and no additional compensation will be allowed.

Prior the start of work, the contractor shall present proof, to the County, of fulfilling the Railroad's permit and insurance requirements.

Date: \_\_\_\_\_

\_\_\_\_\_ ("R" \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**SECTION.**

provided.

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**SPECIAL PROVISION  
FOR  
TRAFFIC SIGNAL POST AND PEDESTRIAN PUSHBUTTON POST**

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

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

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

If the fabricator elects to cut and thread the post after the galvanization process, the bare metal shall immediately be cleaned to remove all cutting solvents and oils, then sprayed with two (2) coats of galvanized compound. If the Department approves painting, powder coating by the manufacturer will be required over the galvanizing.

At intersections where all the posts are not being replaced, the traffic signal base shall match existing condition (octagonal or square). Square base shall be used when all new posts and bases are installed at an intersection.

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

Bases shall be cast iron and square in shape, approximately 15 inches (375 mm) high and 14 inches (350 mm) across the flat sides at the bottom. All bases shall be designed to accept four (4) 5/8" (15.6 mm) diameter anchor bolts evenly spaced between 12" (300mm) and 14" (350mm) diameter circle.

Welded extensions onto the post shall not be permitted.

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

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

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

approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with TRAFFIC SIGNAL PAINTING Special Provisions.

**SPECIAL PROVISION  
FOR  
DETECTOR LOOP**

This work shall consist of furnishing and installing detector loop in accordance with the requirements of Section 886 and 1079 of the Standard Specifications, except as follows:

Description.

This work shall consist of furnishing and installing a detector loop in the pavement.

Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the CCHD Design Engineer at (312) 603-1730 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the portland cement concrete surface, using the same notification process as above.

Failure to provide proper notification may require the Department's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the Contractor at no additional expense to the Department according to Section 109 of the "Standard Specifications."

Installation.

Each loop lead-in shall be placed in a separate conduit from edge of pavement to handhole. Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details". Saw-cuts (homerun on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plans. Spacing between the lead-ins (holes drilled in the pavement) shall not be less than one (1) foot (300 mm) and shall be located one (1) foot (300 mm) from the edge of pavement. Loop lead-in wires should be twisted to provide a minimum of five (5) turns per foot (fifteen [15] turns per meter) from the loop to the splice.

The cable splice connection of the detector loop and the lead-in cable to the controller shall conform to Section 873 of the Standard Specifications or the requirements set forth in the "District 1 Standard Traffic Signal Design Details".

Each loop detector lead-in wire shall be labeled in the handhole using a water proof tag from an approved vendor secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole shall be included in the price of the detector loop.

The detector loop cable insulation shall be labeled with the cable specifications.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be greater than 5.

## Type I:

- All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 1/4" (6.3 mm) x 4" (100 mm) long sawcut to mark the location of each loop lead-in.
- Loop sealant shall be a two-component thixotropic chemically cured polyurethane from an approved vender. The sealant shall be installed 1/8" (3 mm) below the pavement surface, if installed above the surface the overlap shall be removed immediately.
- The corners of all loops shall be core drilled with a two (2) inch (50 mm) bit. All joints and cracks in the pavement that the loop crosses must be core drilled.

## Preformed:

This work shall consist of furnishing and installing a rubberized heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:

- Preformed detector loops shall be installed in new pavement constructed of portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be placed in the sub-base. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.
- Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. Non-metallic coilable duct, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16" (17.2 mm) outside diameter (minimum), 3/8" (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kpa) internal pressure rating or a similar sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper.

The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole. Six foot (1.8 m) round loop(s) may be substituted for six foot (1.8 m) by six foot (1.8 m) square loop(s) and shall be paid for as 24 feet (7.2 m) of detector loop.

Method of Measurement.

This work will be measured for payment in feet (meters) in place. Type I detector loop will be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire. Preformed detector loops will be measured along the detector loop and lead-in embedded in the pavement, rather than the actual length of the wire. Detector loop measurements shall include the sawcut and the length of the loop lead-in leading to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be incidental to include in the price of the detector loop. Unit duct, trench and backfill, cable splicing and drilling of pavement or handholes shall be incidental to detector loop quantities included in this item.

Basis of Payment. This work will be paid for at the contract unit price per FOOT (METER) of DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP, as specified in the plans, which price shall be payment in full and for furnishing, installing and testing the Detector Loop and all related connections for proper operation.

**SPECIAL PROVISION  
FOR  
PEDESTRIAN PUSH-BUTTON**

The installation of a Pedestrian Pushbutton shall meet Section 888 and 1074.02 of the Specifications except as revised with this Special Provision.

This item shall consist of furnishing and installing a latching (single call) or non-latching (dual call) push-button assembly which shall be ADA compliant, highly vandal resistant, be pressure activated with minimal movement and can not be stuck in a closed or constant call position. A mounting bracket and/or extension shall be used to assure proper orientation when two pedestrian push buttons are required for one post. The price of the bracket and/or extension shall be included in the cost of the pedestrian push button. The contractor is not allowed to install a push-button assembly with the sign below the push-button in order to meet mounting requirements.

The pedestrian push-button housing shall be constructed of aluminum alloy according to ASTM B 308 6061-T6 and powder coated yellow, unless otherwise noted on the plans. The housing shall be furnished with suitable mounting hardware.

Stations shall be designed to be mounted directly to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch (75mm) round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9 x 15 inch sign with arrow(s) for a count-down pedestrian signal. The pedestrian station size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9 x 12 inch sign with arrow(s).

Stations shall be designed to be mounted to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch (75mm) round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9" x 15" sign with arrow(s) for a count-down pedestrian signal. The pedestrian station size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9" x 12" sign with arrow(s). Pedestrian signs shall be retroreflective.

Pedestrian push buttons and stations shall be mounted to mast arm poles, posts or wood poles as shown on the plans and shall be fully ADA accessible from a paved or concrete surface. See the District's Detail sheets for orientation and mounting details.

Basis of Payment. This work shall be paid for at the contract unit price EACH for PEDESTRIAN PUSH-BUTTON, which price shall be payment in full for furnishing and installing the pushbutton assembly complete.

**SPECIAL PROVISION  
FOR  
CONDUIT**

The installation of a conduit shall meet the requirements of Sections 810, 811 of the Standard Specifications, except as revised with this Special Provision.

Pavement, driveways, and curbs shall not be removed to install electrical conduits.

All conduit installed underground shall have a minimum depth of two feet six inches (2'-6" [760 mm]) except under railroad tracks where the conduit shall be a minimum of five feet (5' [1.52 m]) as measured to the outside diameter of the conduit on the top side.

"All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans." The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. All conduit splices shall be solid threaded couplings. Conduit terminating in junction and pull boxes shall be terminated with hubs, integral box hubs, or integral box bosses.

"All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum of 300 mm (12") or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap.

The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125") thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring."

All conduit attached to a structure shall have a minimum of one (1) expansion joint placed within the length of the attached conduit. At each end of the structure the Contractor shall install a weatherproof galvanized cast iron box with a minimum size of 8" (200 mm) x 8" (200 mm) x 6" (150 mm) deep. The installation of these two (2) boxes and any required expansion joints shall be considered incidental to the unit price for conduit attached to structure.

Basis of Payment. This work will be paid for at the contract unit price per FOOT (METER) for UNDERGROUND CONDUIT or CONDUIT ATTACHED TO STRUCTURE, of the type and size specified, which price shall be payment in full for furnishing and installing the conduit and fittings complete. Trench and Backfill will not be paid for separately.



**SPECIAL PROVISION  
FOR  
COILABLE NON-METALLIC CONDUIT**

This work shall consist of furnishing and installing empty Coilable Non-Metallic Conduit (CNC) in trench of the type and size specified. The installation of CNC shall meet all applicable requirements of the Standard Specifications of Section 810, 811 and 1088.01 (c). Polyethylene duct shall be used for all detector loop raceways to handholes. All duct shall be placed a minimum depth of 30 inches (750 mm) or as shown on the contract plans or standard details.

The conduit shall be a polyethylene duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The conduit and its manufacture shall conform to the standards of NEMA Publication TC7, ASTM Standard Specifications D3485 and NEC Article 353.

On temporary traffic signal installations with detector loops, CNC shall be used for detector loop raceways from the saw-cut to 10 feet (3 m) up the wood pole, unless otherwise shown on the plans.

As specified in NEMA TC7, the conduit shall be clearly and durably marked at least every 10 feet (3 meters) with the material designation (HDPE for high density polyethylene), nominal size of the conduit and the name and/or trademark of the manufacturer.

Basis of Payment. All installations of CNC for loop detection shall be included in pay item of DETECTOR LOOP, as specified and not paid for separately.

**SPECIAL PROVISION  
FOR  
ELECTRIC CABLE**

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

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

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

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

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

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

The cable splice connection of the detector loop and the lead-in cable to the controller shall conform to Section 873 of the Standard Specifications or to the requirements set forth in the "District 1 Standard Traffic Signal Design Details".

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

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

**SPECIAL PROVISION  
FOR  
REBUILD EXISTING HANDHOLE  
REBUILD EXISTING HEAVY DUTY HANDHOLE  
REBUILD EXISTING DOUBLE HANDHOLE**

This item shall consist of rebuilding a handhole, heavy duty handhole and/or double handhole at location(s) as shown on the plans or as directed by the Engineer. The work shall consist of removing the frame and cover and the walls of the handhole to a depth of fifteen (15) inches (380 mm) below finished grade.

Upon completion of the above work, for handhole and heavy duty handhole four (4) holes, for the double handhole six (6) holes, four (4) inches (100 mm) in depth and one half (1/2) inch (15 mm) in diameter, shall be drilled into the remaining concrete, for handhole and heavy duty handhole one (1) hole centered on each wall and for the double handhole one (1) hole centered on each side wall and two (2) holes evenly spaced on the front and back walls. Number 3 steel dowels eight (8) inches (200 mm) in length shall be furnished and installed in the drilled holes with masonry epoxy.

All concrete debris shall be removed from the right-of-way to a location approved by the Engineer.

The area adjacent to each wall of the handhole shall be excavated to allow forming. All steel hooks (galvanized), frame and cover and concrete shall be provided to construct a rebuilt handhole, heavy duty handhole or double handhole according to applicable portions of Section 814 of the Standard Specifications. If the Contractor damages the existing frame and cover, the Contractor shall be responsible for replacing the frame and cover at no cost to the County.

Any pavement or asphalt surface removal required to install the new concrete shall have straight and neat edges using a method approved by the Engineer. Care shall be taken to protect the existing traffic signal cable. Any cable damage shall be reported immediately and repaired as directed by the Area Traffic Signal Engineer.

**Rebuild Existing Handhole to Heavy-Duty Handhole;**

All steel hooks, handhole frame, cover, and concrete shall be provided to construct a rebuilt heavy duty handhole according IDOT Standard.

Basis of Payment. This work will be paid for at the contract unit price EACH for REBUILD EXISTING HANDHOLE, REBUILD EXISTING HEAVY DUTY HANDHOLE, REBUILD EXISTING DOUBLE HANDHOLE, REBUILD EXISTING HANDHOLE TO HEAVY DUTY HANDHOLE which price shall be payment in full for all labor, all materials, and equipment necessary to complete the work described above and as indicated in the Plans.

**SPECIAL PROVISION  
FOR  
CONCRETE FOUNDATION**

The installation of a concrete foundation shall meet the requirements of Section 106.01, 878 and 1006.09 of the Standard Specifications, the Standard Drawing for Concrete Foundations and District One Standard Traffic Signal Design Details with the addition as the following:

All anchor bolts shall be according to Section 1006.09, except all anchor bolts shall be hot dipped galvanized a minimum of 12 in. (300 mm) from the threaded end.

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

Foundations used for Combination Mast Arm Poles shall provide an extra 2-1/2 inch (65 mm) raceway.

No foundation is to be poured until the Resident Engineer gives approval as to the depth of the foundation.

Basis of Payment: This work will be paid for at the contract unit price per FOOT (METER) of depth for

- CONCRETE FOUNDATION, TYPE A
- CONCRETE FOUNDATION, TYPE C
- CONCRETE FOUNDATION, TYPE D
- CONCRETE FOUNDATION, TYPE E - 30" (750 mm) Dia.
- CONCRETE FOUNDATION, TYPE E - 36" (900 mm) Dia.
- CONCRETE FOUNDATION, TYPE E - 42" (900 mm) Dia.

which price shall be payment in full for all necessary excavating or drilling, back filling, disposal of unsuitable material, form work, ground rods and furnishing all materials within the limits of the foundation.

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

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

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

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

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

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

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications at no cost to the contract.

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

**SPECIAL PROVISION  
FOR  
MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION**

This item shall consist of maintaining the existing traffic signal installation at an intersection as shown on the plans and as described herein. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the contract or any portion thereof. If Contract work is started prior to a traffic signal inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The energy charges for the operation of the traffic signal installation shall be paid for by others. The maintenance of an existing traffic signal installation shall meet the requirements of Section 801.11 and 850 of the Standard Specifications except as follows:

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, uninterruptible power supply (UPS and batteries), telephone service installations, communications cables, flashing beacons, PTZ cameras, vehicle detection, handholes, lighted signs and conduit to adjacent intersections, and other traffic signal equipment, but shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment, not owned by the State and County. This equipment is operated and maintained by the local municipality and should be de-activated while on contractor maintenance.

Regional transit, County, State and other agencies may also have equipment connected to existing traffic signal or peripheral equipment such as PTZ cameras, switches, transit signal priority (TSP and BRT) servers, radios and other devices that shall be included with traffic signal maintenance at no additional cost to the contract.

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

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

- Have on staff electricians with IMSA Level II certification to provide signal maintenance. A copy of the certification shall be immediately available upon request of the Engineer.
- Patrol and inspect each installation every two (2) weeks for proper alignment of signal heads, light detectors, lamp failures, and general operation of the traffic signal.
- Check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to insure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall check signal system communications and phone lines to assure proper operation. This

item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. Prior to the traffic signal maintenance transfer, the contractor shall supply a detailed maintenance schedule that includes dates, locations, names of electricians providing the required checks and inspections along with any other information requested by the Engineer.

- Provide immediate corrective action to replace burned out lamps or damaged sockets. When lamps are replaced, the reflector and lens shall be cleaned. All replacement lamps shall meet the approval of the Engineer. The Contractor shall repair or replace all defective equipment from any cause whatsoever.
- Maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.
- Provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. A near right signal must also be maintained. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor is required to place stop signs (R1-1-36) at each approach to the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all his vehicles assigned to the maintenance of traffic signal installations with a sufficient number of Stop Signs as specified herein. The Contractor shall maintain sufficient number of spare Stop Signs in stock at all times to replace Stop Signs which may be damaged or stolen.
- Replace defective or damaged equipment. If the proper sequence with full detection cannot be obtained immediately, a controller which will provide the proper sequence and full detection shall be installed within twelve (12) hours of removal of the original controller.
- The Contractor shall be required to maintain the existing type of equipment and sequence of operations during the period of time that the original control equipment is being overhauled
- Provide the Engineer with the names, addresses, and telephone numbers of two (2) persons qualified and assigned to the maintenance of the traffic signal installation. These people must be made available 24 hours per day, each and every day of the year for emergency calls by the Engineer.
- Respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the State or County. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's or the County's Electrical Maintenance Contractor perform the maintenance work required. The State's or County's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall be responsible for all of the Electrical Maintenance Contractor's cost and liquidated damages of \$1000 per day per occurrence. The

contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

- Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.
- Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.
- Equipment included in this item that is damaged or not operating properly from any cause shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.
- Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause, shall be the responsibility of the municipality or the Automatic Traffic Enforcement Company per Permit agreement.
- The Contractor shall be responsible to clear snow, ice, dirt, debris or other condition that obstructs visibility of any traffic signal display.
- The Contractor shall maintain the traffic signal in normal operation during short or long term loss of utility or battery back-up power at critical locations designated by the Engineer. Critical locations may include traffic signals interconnected to railroad warning devices, expressway ramps, intersection with an SRA route, critical corridors or other locations identified by the Engineer. Temporary power to the traffic signal must meet applicable NEC and OSHA guidelines and may include portable generators and/or replacement batteries.
- Temporary replacement of damaged or knockdown of a mast arm pole assembly shall require construction of a full or partial span wire signal installation or other method approved by the Engineer to assure signal heads are located overhead and over traveled pavement. Temporary replacement of mast arm mount signals with post mount signals will not be permitted.
- Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shut down the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.



Basis of Payment. This work will be paid for at the contract unit price EACH for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION, which price shall be payment in full for all materials, equipment, and labor necessary to maintain the existing traffic signals. Each intersection shall be paid for separately. Maintenance of a standalone and or not connected flashing beacon shall be paid for at the contract unit price EACH for MAINTENANCE IF EXISTING FLASHING BEACON INSTALLATION. Each flashing beacon will be paid for separately. Following the completion of the traffic signal maintenance transfer to the Contractor, 30 percent of the bid price will be paid. Following the traffic signal maintenance transfer to County, state and/or local agency, 30 percent of the bid price will be paid. The remaining 40 percent will be paid when all items on the punch list are done to the satisfaction of the engineer.

**SPECIAL PROVISION  
FOR  
MODIFYING EXISTING CONTROLLER CABINET**

The work shall consist of modifying an existing controller cabinet as follows:

- (a) Uninterruptible Power Supply (UPS). The addition of uninterruptible power supply (UPS) to an existing controller cabinet could require the relocation of the existing controller cabinet items to allow for the installation of the uninterruptible power supply (UPS) components inside the existing controller cabinet as outlined under section 862 and 1074.04 of the Standard Specifications.
- (b) Light Emitting Diode (LED) Signal Heads, Light Emitting Diode (LED) Optically Programmed Signal Heads and Light Emitting Diode (LED) Pedestrian Signal Heads. The contractor shall verify that the existing load switches meet the requirements of Section 1074.03(5)(b)(2) of the Standard Specifications and the recommended load requirements of the light emitting diode (LED) signal heads that are being installed at the existing traffic signal. If any of the existing load switches do not meet these requirements, they shall be replaced, as directed by the Engineer.
- (c) Light Emitting Diode (LED), Signal Head, Retrofit. The contractor shall verify that the existing load switches meet the requirements of Section 1074.03 (b) (2) of the Standard Specifications and the recommended load requirements of light emitting diode (LED) traffic signal modules, pedestrian signal modules, and pedestrian countdown signal modules as specified in the plans. If any of the existing load switches do not meet these requirements, they shall be replaced, as directed by the Engineer.
- (d) This item shall include the upgrade of all non-railroad controller software to the latest version available at the time of the signal TURN-ON.

Basis of Payment. Modifying an existing controller cabinet will be paid for at the contract unit price per EACH for MODIFYING EXISTING CONTROLLER CABINET. This shall include all material and labor required to complete the work as described above, the removal and disposal of all items removed from the controller cabinet, as directed by the Engineer. The equipment for the Uninterruptible Power Supply (UPS) and labor to install it in the existing controller cabinet shall be included in the pay item Uninterruptible Power Supply. Modifying an existing controller will be paid at the contract unit price per EACH for MODIFYING EXISTING CONTROLLER, per Section 895.04 and 895.08 of the standard Specifications.

## HOT-MIX ASPHALT – LONGITUDINAL JOINT SEALANT

Effective: March 1, 2016

Revised: June 29, 2016

Longitudinal joint sealant (LJS) will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Performance Graded Asphalt Binder Acceptance Procedure" with the following exceptions. Articles 3.1.9 and 3.4.1.4 of the policy memorandum will be excluded.

Add the following to Article 406.02 of the Standard Specifications.

"(d) Longitudinal Joint Sealant (LJS) (Note 2.)

Note 2. The bituminous material used for the LJS shall be according to the following table. Elastomers shall be added to a base asphalt and shall be either a styrene-butadiene diblock or triblock copolymer without oil extension, or a styrene-butadiene rubber. Air blown asphalt, acid modification, or other modifiers will not be allowed. LJS in the form of pre-formed rollout banding may also be used.

Test	Test Requirement	Test Method
Dynamic shear @ 82°C (unaged), G*/sin δ, kPa	1.00 min.	AASHTO T 315
Creep stiffness @ -18°C (unaged), Stiffness (S), MPa m-value	300 max. 0.300 min.	AASHTO T 313
Ash, %	6.0 max.	AASHTO T 111
Elastic Recovery, 100 mm elongation, cut immediately, 25°C, %	58 min.	ASTM D 6084 (Procedure A)
Separation of Polymer, Difference in °C of the softening point (ring and ball)	3 max.	ITP Separation of Polymer from Asphalt Binder"

Add the following to Article 406.03 of the Standard Specifications.

"(j) Longitudinal Joint Sealant (LJS) Pressure Distributor (Note 2.)

(k) Longitudinal Joint Sealant (LJS) Melter Kettle (Note 3.)

Note 2. When a pressure distributor is used to apply the LJS, the distributor shall be equipped with a heating and recirculating system along with a functioning auger agitating system or vertical shaft mixer in the hauling tank to prevent localized overheating.

Note 3. When a melter kettle is used to transport and apply the LJS longitudinal joint sealant, the melter kettle shall be an oil jacketed double-boiler with agitating and recirculating systems. Material from the kettle may be dispensed through a pressure feed wand with an applicator shoe or through a pressure feed wand into a hand-operated thermal push cart."

Revise Article 406.06(g)(2) of the Standard Specifications to read:

- "(2) Longitudinal Joints. Unless prohibited by stage construction, any HMA lift shall be complete before construction of the subsequent lift. The longitudinal joint in all lifts shall be at the centerline of the pavement if the roadway comprises two lanes in width, or at lane width if the roadway is more than two lanes in width.

When stage construction prohibits the total completion of a particular lift, the longitudinal joint in one lift shall be offset from the longitudinal joint in the preceding lift by not less than 3 in. (75 mm). The longitudinal joint in the surface course shall be at the centerline of the pavement if the roadway comprises two lanes in width, or at lane width if the roadway is more than two lanes in width.

A notched wedge longitudinal joint shall be used between successive passes of HMA binder course that has a difference in elevation of greater than 2 in. (50 mm) between lanes on pavement that is open to traffic.

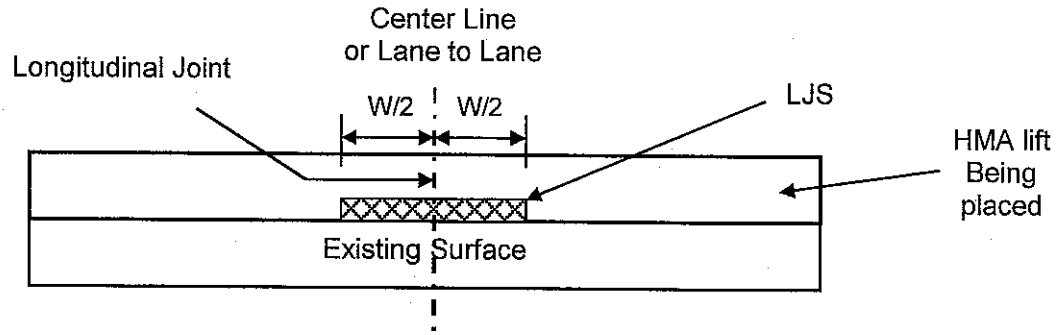
The notched wedge longitudinal joint shall consist of a 1 to 1 1/2 in. (25 to 38 mm) vertical notch at the lane line, a 9 to 12 in. (230 to 300 mm) wide uniform taper sloped toward and extending into the open lane, and a second 1 to 1 1/2 in. (25 to 38 mm) vertical notch at the outside edge.

The notched wedge longitudinal joint shall be formed by the strike off device on the paver. The wedge shall then be compacted by the joint roller.

When using a notched wedge joint, the bituminous material specified for the mainline tack coat shall be applied to the entire face of the longitudinal joint immediately prior to placing the adjacent lift of binder. The material shall be uniformly applied at a rate of 0.05 to 0.1 gal/sq yd (0.2 to 0.5 L/sq m).

When the use of longitudinal joint sealant (LJS) is specified, it shall be applied for all lifts of paving excluding lifts of IL-4.75 mm mixtures. The surface to which the LJS is applied shall be dry and cleaned of all dust, debris, and any substances that will prevent the LJS from adhering. Cleaning shall be accomplished by means of a sweeper/vacuum truck, power broom, air compressor or by hand. The LJS may be placed before or after the tack or prime coat. When placed after the tack or prime coat, the tack or prime shall be fully cured prior to placement of the LJS.

The LJS application shall be centered under the joint of the HMA lift being constructed within 2 in. (50 mm) of the joint.



The width and minimum application rate shall be according to the following table:

LJS Application Rate Table		
Overlay Thickness in. (mm)	LJS Width "W" in. (mm)	Application Rate <sup>1/</sup> lb/ft (kg/m)
HMA Mixtures <sup>2/</sup>		
3/4 (19)	18 (450)	0.88 (1.31)
1 (25)	18 (450)	1.15 (1.71)
1 1/4 (32)	18 (450)	1.31 (1.95)
1 1/2 (38)	18 (450)	1.47 (2.19)
1 3/4 (44)	18 (450)	1.63 (2.43)
2 (50)	18 (450)	1.80 (2.68)
2 1/4 (60)	18 (450)	1.96 (2.92)
2 1/2 (63)	18 (450)	2.12 (3.16)
2 3/4 (70)	18 (450)	2.29 (3.41)
3 (75)	18 (450)	2.45 (3.65)
3 1/4 (83)	18 (450)	2.61 (3.89)
3 1/2 (90)	18 (450)	2.78 (4.14)
3 3/4 (95)	18 (450)	2.94 (4.38)
4 (100)	18 (450)	3.10 (4.62)
SMA Mixtures <sup>2/</sup>		
1 1/2 (38)	12 (300)	0.83 (1.24)
1 3/4 (44)	12 (300)	0.92 (1.37)
2 (50)	12 (300)	1.00 (1.49)

1/ The application rate has a surface demand for liquid included within it. The nominal thickness of the LJS may taper from the center of the application to a lesser thickness on the edge of the application. The width and weight/foot (mass/meter) shall be maintained.

2/ In the event of a joint between an SMA and HMA mixture, the SMA application rate will be used.

The Contractor shall furnish to the Engineer a bill of lading for each tanker supplying material to the project. The application rate of LJS will be verified within the first 1000 ft (300 m) of the day's scheduled application length and every 6000 ft (1800 m) the remainder of the day. For projects less than 3000 ft (900 m), the rate will be verified

once. A suitable paper or pan shall be placed at a random location in the path of the placement for the LJS. After application of the LJS, the paper or pan shall be picked up and weighed. The weight per foot will be calculated. The tolerance from the plan target weight/foot (mass/meter) from the LJS Application Rate Table shall be  $\pm 15$  percent. The Contractor shall replace the LJS in the area where the sample was taken.

The LJS shall be applied in a single pass with a pressure distributor, melter kettle, or hand applied from a roll for HMA lifts up to 2 in. (50 mm) in thickness. The LJS shall be applied in two passes for HMA lifts between 2 and 4 in. (50 and 100 mm) in thickness. At the time of installation the pavement surface temperature and the ambient temperature shall be a minimum of 40 °F (4 °C) and rising.

The LJS shall be applied at a width of not less than or greater than 1 ½ in. (38 mm) of the width specified. If the LJS flows more than 2 in. (50 mm) from the initial placement width, LJS placement shall stop and remedial action shall be taken.

When starting another run of LJS placement, suitable release paper shall be placed over the previous application of LJS to prevent doubling up of thickness of LJS.

The LJS shall be suitable for construction traffic to drive on without pickup or tracking of the LJS within 30 minutes of placement. If pickup or tracking occurs, LJS placement shall stop and damaged areas shall be repaired.

Prior to start of paving of pavement course, ensure the paver end plate and grade control device is adequately raised above the finished height of the LJS.

The LJS shall not flush to the final surface of the HMA pavement."

Add the following paragraph after the second paragraph of Article 406.13(b) of the Standard Specifications.

"Bituminous material for longitudinal joint sealant will be measured for payment in place in feet (meters)."

Add the following paragraph after the first paragraph of Article 406.14 of the Standard Specifications.

"Longitudinal joint sealant will be paid for at the contract unit price per foot (meter) for LONGITUDINAL JOINT SEALANT."

When the LJS is specified, the longitudinal joint density testing for QC/QA, QCP, or PFP will not be required on the joint(s) with the LJS and the pay adjustments will not be applied.

**SPECIAL PROVISION: COOK COUNTY**  
**Effective: September 7, 2016**

**HOT-MIX ASPHALT MIXTURES**

**Description and Materials.** Hot Mix Asphalt pavements shall be designed, produced, stored, controlled (sample inspection, sampling, and testing), shipped, and constructed in accordance with Section 406, 1030 and other applicable sections of the Standard Specifications for Road and Bridge Construction, and applicable Special Provisions except as follows:

The use of Reclaimed Asphalt Pavement (RAP) or Fractionalized Asphalt Pavement (FRAP) shall not be permitted in the following Hot Mix Asphalt (HMA) Pay Items on this contract:

- 1) Leveling Binder (Machine Method), N50
- 2) Polymerized Leveling Binder (Machine Method), N70
- 3) Hot Mix Asphalt Binder Course IL-19.0 N70
- 4) Hot Mix Asphalt Surface Course Mix "D", N70
- 5) Hot Mix Asphalt Shoulder, 10"
- 6) Class D Patches, (TY II,III,IV) 10"

The use of Reclaimed Asphalt Shingles (RAS) shall be required in all HMA mixtures. RAS shall be incorporated into the HMA mixtures up to a maximum of 5.0% by weight of total mix.

**Mix Design**

The contractor shall be required to submit IDOT Approved HMA mix designs.

RAS used in the Mix Designs shall conform to and meet the requirements of the current Reclaimed Asphalt Pavement and Reclaimed Asphalt Shingles (D1) Special Provision.

## RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: April 2, 2016

Revise Section 1031 of the Standard Specifications to read:

### "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including



unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP #4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

(a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.

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

(2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.

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

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

(b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

- (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq 1000$  ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
- (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

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

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

- (a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag),  $G_{mm}$ . A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP
No. 4 (4.75 mm)	$\pm 6 \%$
No. 8 (2.36 mm)	$\pm 5 \%$
No. 30 (600 $\mu\text{m}$ )	$\pm 5 \%$
No. 200 (75 $\mu\text{m}$ )	$\pm 2.0 \%$
Asphalt Binder	$\pm 0.3 \%$
$G_{mm}$	$\pm 0.03 \%$

- 1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the ITP, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

- (c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
	FRAP	RAS
% Passing: <sup>1/</sup>		
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G <sub>mm</sub>	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

- (d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

#### 1031.05 Quality Designation of Aggregate in RAP and FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.
- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
  - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

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

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

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

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

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

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures <sup>1/ 2/ 4/</sup>	Maximum % ABR		
	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/</sup>
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
4.75 mm N-50			40
SMA N-80			30

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 % binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 %, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 % or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 %.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the

additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.

- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

**1031.08 HMA Production.** HMA production utilizing FRAP and/or RAS shall be as follows.

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

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

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

- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
- e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.



- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- j. Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric ton))

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- f. RAS and FRAP weight to the nearest pound (kilogram).
- g. Virgin asphalt binder weight to the nearest pound (kilogram).
- h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

**1031.09 RAP in Aggregate Surface Course and Aggregate Wedge Shoulders, Type B.**

The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used shall be according to the current Bureau of Materials and Physical

Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

- (b) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75  $\mu$ m) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

## HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: April 1, 2016

### 1) Design Composition and Volumetric Requirements

Revise the table in Article 406.06(d) of the Standard Specifications to read:

"MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
SMA-9.5, IL-9.5, IL-9.5L	1 1/2 (38)
SMA-12.5	2 (50)
IL-19.0, IL-19.0L	2 1/4 (57)"

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0 IL-9.5	CA 11 <sup>1/</sup> CA 16, CA 13 <sup>3/</sup>
HMA Low ESAL	IL-19.0L IL-9.5L Stabilized Subbase or Shoulders	CA 11 <sup>1/</sup> CA 16
SMA <sup>2/</sup>	1/2 in. (12.5mm) Binder & Surface IL 9.5 Surface	CA13 <sup>3/</sup> , CA14 or CA16  CA16, CA 13 <sup>3/</sup>

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption  $\leq 2.0$  percent."

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

“High ESAL	IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) <sup>1/</sup> ; HMA Shoulders <sup>2/</sup>

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift.”

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

“**1030.02 Materials.** Materials shall be according to the following.

Item.....	Article/Section
(a) Coarse Aggregate .....	1004.03
(b) Fine Aggregate .....	1003.03
(c) RAP Material .....	1031
(d) Mineral Filler .....	1011
(e) Hydrated Lime .....	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2) .....	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that

produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies".

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) <sup>1/</sup>										
Sieve Size	IL-19.0 mm		SMA <sup>4/</sup> IL-12.5 mm		SMA <sup>4/</sup> IL-9.5 mm		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 <sup>5/</sup>	16	32 <sup>5/</sup>	34 <sup>6/</sup>	52 <sup>2/</sup>	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 μm)			12	16	12	18				
#50 (300 μm)	6	15					4	15	15	30
#100 (150 μm)	4	9					3	10	10	18
#200 (75 μm)	3	6	7.0	9.0 <sup>3/</sup>	7.5	9.5 <sup>3/</sup>	4	6	7	9 <sup>3/</sup>
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with N<sub>design</sub> = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

“(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS High ESAL				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
	IL-19.0	IL-9.5	IL-4.75 <sup>1/</sup>	
50	13.5	15.0	18.5	65 – 78 <sup>2/</sup>
70				
90				

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 72-85 percent”

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

“(3) SMA Mixtures.

Volumetric Requirements SMA <sup>1/</sup>			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 <sup>4/</sup>	3.5	17.0 <sup>2/</sup>	75 - 83
		16.0 <sup>3/</sup>	

1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.

2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

- 3/ Applies when specific gravity of coarse aggregate is  $< 2.760$ .
- 4/ Blending of different types of aggregate will not be permitted.  
For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

"During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production."

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

"As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

## 2) Design Verification and Production

Revise Article 1030.04 (d) of the Standard Specifications to read:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

- (1) Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements <sup>1/</sup>

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

- 1/ When produced at temperatures of  $275 \pm 5$  °F ( $135 \pm 3$  °C) or less, loose Warm Mix Asphalt shall be oven aged at  $270 \pm 5$  °F ( $132 \pm 3$  °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.

For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

- (2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise first paragraph of Article 1030.06(a) of the Standard Specifications to read:

- "(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):



"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's Gmb."

Basis of Payment.

Replace the fourth paragraph of Article 406.14 of the Standard Specifications with the following:

"Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; and POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified."

## HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010

Revised: April 1, 2016

**Description.** This work shall consist of testing the density of longitudinal joints as part of the quality control/quality assurance (QC/QA) of hot-mix asphalt (HMA). Work shall be according to Section 1030 of the Standard Specifications except as follows.

**Quality Control/Quality Assurance (QC/QA).** Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	N <sub>design</sub> = 50	93.0 – 97.4% <sup>1f</sup>	91.0%
IL-9.5	N <sub>design</sub> = 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L	N <sub>design</sub> < 90	92.5 – 97.4%	90.0%
IL-19.0	N <sub>design</sub> = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L	N <sub>design</sub> < 90	93.0 <sup>2f</sup> – 97.4%	90.0%
SMA	N <sub>design</sub> = 50 & 80	93.5 – 97.4%	91.0% <sup>g</sup>

80246

**HOT-MIX ASPHALT – TACK COAT (BDE)**

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

“(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived.”

80376

**PORTLAND CEMENT CONCRETE SIDEWALK (BDE)**

Effective: August 1, 2017

Revise the first paragraph of Article 424.12 of the Standard Specifications to read:

**"424.12 Method of Measurement.** This work will be measured for payment in place and the area computed in square feet (square meters). Curb ramps, including side curbs and side flares, will be measured for payment as sidewalk. No deduction will be made for detectable warnings located within the ramp."

80385

**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.

**FRICITION AGGREGATE (D-1)**

Effective: January 1, 2011  
Revised: July 24, 2015

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
  - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
  - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

**"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed		
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete		
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L  SMA Binder	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>		
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L  SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>		
HMA High ESAL	D Surface and Leveling Binder IL-9.5  SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> : Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>		
		<u>Other Combinations Allowed:</u>		
		<table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> </table>	<i>Up to...</i>	<i>With...</i>
<i>Up to...</i>	<i>With...</i>			
25% Limestone	Dolomite			

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag  No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel <sup>2/</sup> or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5  SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> <sup>5/</sup> :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>



Use	Mixture	Aggregates Allowed	
		50% Crushed Gravel <sup>2/</sup> , Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

**PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)**

Effective: November 1, 2016

Revised: April 1, 2017

Revise the second paragraph of Article 701.20(h) of the Standard Specifications to read:

"For all other portable changeable message signs, this work will be paid for at the contract unit price per calendar day for each sign as CHANGEABLE MESSAGE SIGN."

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

"The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time."

80377

# COUNTY OF COOK

## CHICAGO, ILLINOIS

# PROPOSAL

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

Known as Pavement Preservation and Rehabilitation Program – South 2017

Township: Various Route Various Section: 16-PPRPS-00-PV

Cook County Purchasing Contract No.: 1755-16899

### PAVEMENT PRESERVATION AND REHABILITATION PROGRAM – SOUTH 2017

**139<sup>th</sup> Street – Western Avenue to Thornton Road**  
**Central Avenue – 127<sup>th</sup> Street to IL Route 83**  
**84<sup>th</sup> Avenue – Nielsen Drive to 171<sup>st</sup> Street**  
**Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place**  
**Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue**  
**Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street**  
**Joe Orr Road at State Street**

#### LOCATION OF IMPROVEMENT

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

**139<sup>th</sup> Street – Western Avenue to Thornton Road:** This section begins approximately 66 feet east of the centerline of Western Avenue and continues easterly to the west of the edge of pavement of Thornton Road, Route B79, Township: Thornton.

**Central Avenue – 127<sup>th</sup> Street to IL Route 83:** This section begins approximately 63 feet north of the centerline of 127<sup>th</sup> Street and continues northerly to the south edge of pavement of IL Routh 83, Route W39, Township: Worth.

**84<sup>th</sup> Avenue – Nielsen Drive to 171<sup>st</sup> Street:** This section begins approximately 30 feet south of the centerline of Nielsen Drive and continues northerly to south edge of pavement of 171<sup>st</sup> Street, Route W31, Township: Orland.

**Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place:** This section begins approximately 37 feet north of the centerline of 129<sup>th</sup> Place and continues northerly to 37 feet south of the centerline of 127<sup>th</sup>

Place, Route W37, Township: Worth.

**Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue:** This section begins north edge of pavement of 47<sup>th</sup> Street and continues northerly to 50 feet south of the centerline of pavement of Ogden Avenue, Route W27, Township: Lyons.

**Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street:** This section begins on the north edge of pavement of 139<sup>th</sup> Street and continues northerly to the south edge of pavement of 135<sup>th</sup> Street, Route W46, Township: Bremen.

**Joe Orr Road at State Street:** This section begins on the east edge of pavement of State Street and continues easterly approximately 600 feet to a point six foot west of the centerline of a commercial entrance, Route B67, Township: Bloom.

### DESCRIPTION OF IMPROVEMENT

**139<sup>th</sup> Street – Western Avenue to Thornton Road:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, patching, sidewalk removal and ADA compliant ramp construction, drainage adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**Central Avenue – 127<sup>th</sup> Street to IL Route 83:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, patching, sidewalk removal and ADA compliant ramp construction, curb and gutter replacement, drainage adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**84<sup>th</sup> Avenue – Nielsen Drive (179<sup>th</sup> Street) to 171<sup>st</sup> Street:**

This section includes grinding, patching, and overlaying of the existing hot-mix asphalt pavement from the south beginning of curb return of Nielsen Avenue to a point just north of Carriage Lane; and patching and diamond grinding the concrete pavement from just that point to 171<sup>st</sup> Street. Pavement. Also included is sidewalk removal and ADA compliant ramp construction, curb and gutter replacement, guardrail removal and replacement, drainage adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, guardrail removal, curb removal and replacement, curb and gutter replacement, drainage adjustments, traffic control and protection, striping and signing, restoration and other appurtenant work as required.

**Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue:**

This section includes grinding and overlaying of the existing hot-mix asphalt pavement, patching, sidewalk removal and ADA compliant ramp construction, curb and gutter replacement, drainage repairs and adjustments, traffic control and protection, striping, restoration and other appurtenant work as required.

**Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street:**

This section includes patching and diamond grinding the existing concrete pavement, traffic control and protection, striping, restoration and other appurtenant work as required.

**Joe Orr Road at State Street:**

This section includes patching and diamond grinding the existing concrete pavement, traffic control and protection, striping, restoration and other appurtenant work as required.

**Insert**

**IDOT Certificate of Eligibility**



**Illinois Department  
of Transportation**

**Certificate of Eligibility**

Contractor No 1320

D Construction, Inc.  
1488 South Broadway Street Coal City, IL 60416

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 SUPER UNLIMITED

001	EARTHWORK	\$30,425,000
002	PCC PAVING	\$23,475,000
003	HMA PLANT MIX	Unlimited
006	CLEAN & SEAL CRACKS/JOINTS	\$800,000
012	DRAINAGE	\$22,425,000
014	ELECTRICAL	\$7,575,000
017	CONCRETE CONSTRUCTION	\$21,950,000
018	LANDSCAPING	\$1,075,000
024	GROUTING	\$1,075,000
032	COLD MILL, PLAN. & ROTOMILL	\$4,025,000
034	DEMOLITION	\$2,750,000
08A	AGGREGATE BASES & SURF. (A)	\$22,975,000
09C	HWY., R.R. & WATERWAY STR.	\$39,775,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 12/28/2016 TO 2/28/2018 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 12/28/2016.

*Tim Bell*

Engineer of Construction

**Insert**

**IDOT Certificate of Availability**



# Illinois Department of Transportation

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

Affidavit of Availability  
For the Letting of 11/29/17

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	38151	61D38	61A03	61D28		
Contract With	Benchmark	IDOT	IDOT	IDOT		
Estimated Completion Date	2018	9/18	10/18	11/18		Page
Total Contract Price	5851000	156000	3300000	3900000		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor		156000	200000	2600000		4,756,000
Uncompleted Dollar Value if Firm is the Subcontractor	5400000					5,400,000
Total Value of All Work						10,156,000

## 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.

	1	2	3	4	Awards Pending	Accumulated Totals
Earthwork		20000	400000	300000		720000
Portland Cement Concrete Paving				100000		100000
HMA Plant Mix	5400000	50000	500000	3000000		6,250,000
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces		20000		250000		270000
Highway, R.R. and Waterway Structures						
Drainage		100000	300000	400000		800000
Electrical						
Cover and Seal Coats						
Concrete Construction			300000	100000		400000
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling				350000		350000
Demolition						
Pavement Markings (Paint)						
Other Construction (List)		56000	500000	300000		856000
Totals	5400000	156000	2000000	2600000		10,156,000

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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
Officer or Director Title

Signed \_\_\_\_\_

Notary Public

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

(Notary Seal)

Company \_\_\_\_\_

Address \_\_\_\_\_



# Illinois Department of Transportation

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

## Affidavit of Availability For the Letting of \_\_\_\_\_

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	66982	66992	66384	61083	
Contract With	KKVCL	IDOT	IDOT	IDOT	
Estimated Completion Date	8/18	9/19	6/19	8/19	Page
Total Contract Price	9,500,000	25,600,000	46,000,000	28,000,000	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,600,000	21,200,000	28,000,000	28,000,000	53,400,000
Uncompleted Dollar Value if Firm is the Subcontractor					
Total Value of All Work					53,400,000

### 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		5,000,000	4,000,000		9,000,000
Portland Cement Concrete Paving	1,600,000		8,000,000		9,600,000
HMA Plant Mix		3,000,000	5,000,000		3,500,000
HMA Paving					
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		2,500,000	2,500,000		5,000,000
Highway, R.R. and Waterway Structures		6,000,000	1,000,000	28,000,000	9,800,000
Drainage			14,000,000		14,000,000
Electrical					
Cover and Seal Coats					3
Concrete Construction		2,500,000	1,000,000		3,500,000
Landscaping			2,000,000		2,000,000
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition		2,000,000			2,000,000
Pavement Markings (Paint)					
Other Construction (List)			7,600,000		7,600,000
					\$ 0.00
Totals	1,600,000	21,000,000	28,000,000	28,000,000	53,400,000

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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
 Officer or Director \_\_\_\_\_ Title \_\_\_\_\_

Signed \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

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

(Notary Seal)

Company \_\_\_\_\_

Address \_\_\_\_\_



# Illinois Department of Transportation

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

## Affidavit of Availability For the Letting of \_\_\_\_\_

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	6688A	60130	N/A	N/A		
Contract With	IDOT	IDOT	Chanahan	Carbon Hill		
Estimated Completion Date	10/18	7/18	7/18	9/18		Page
Total Contract Price	33,000,000	65,000,000	2,800,000	3,200,000		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	24,000,000	3,000,000	2,100,000	3,200,000		323,000,000
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						323,000,000

### 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	500,000	500,000	300,000		1,300,000
Portland Cement Concrete Paving	8,000,000	1,000,000			9,000,000
HMA Plant Mix					
HMA Paving		500,000	400,000		900,000
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	3,000,000	400,000			3,400,000
Highway, R.R. and Waterway Structures					
Drainage	4,000,000	200,000		3,200,000	7,400,000
Electrical			400,000		400,000
Cover and Seal Coats					
Concrete Construction			500,000		500,000
Landscaping			1,000,000		1,000,000
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					
Demolition					
Pavement Markings (Paint)					
Other Construction (List)	4,000,000	400,000	850,000		
					\$ 0.00
Totals	24,000,000	3,000,000	2,100,000	3,200,000	323,000,000

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**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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
 Officer or Director \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
 Notary Public

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

(Notary Seal)

Signed \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_



# Illinois Department of Transportation

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

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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	AV066	63707	62009	62360		
Contract With	IDOT	IDOT	IDOT	IDOT		
Estimated Completion Date	6/18	10/18	12/18	3/18		Page
Total Contract Price	391,900	1,300,000	3,500,000	1,900,000		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	391,000	1,300,000	3,500,000	1,900,000		7,091,000
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work						7,091,000

### 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		200,000	400,000	500,000	650,000
Portland Cement Concrete Paving					
HMA Plant Mix					
HMA Paving		100,000	100,000	1,450,000	16,500,000
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces		50,000	100,000	100,000	250,000
Highway, R.R. and Waterway Structures		950,000	500,000		1,450,000
Drainage			700,000		700,000
Electrical	391,000				391,000
Cover and Seal Coats					
Concrete Construction			500,000		500,000
Landscaping					
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling				300,000	300,000
Demolition					
Pavement Markings (Paint)					
Other Construction (List)			1,200,000		1,200,000
					\$ 0.00
Totals	391,000	1,300,000	3,500,000	1,900,000	7,091,000

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**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					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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Subscribed and sworn to before me  
 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Type or Print Name \_\_\_\_\_  
Officer or Director Title

Signed \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public

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

(Notary Seal)

Company \_\_\_\_\_

Address \_\_\_\_\_



# Illinois Department of Transportation

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

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### 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	61082	16-00119-14-BR	15-00131-00-SP				
Contract With	IDOT	Will	Kendall				
Estimated Completion Date	7/18	6/18	6/18			Grand	
Total Contract Price	3,100,000	4,000,000	6,000,000			Page Total	
Uncompleted Dollar Value if Firm is the Prime Contractor	3,100,000	4,000,000	6,000,000			4,100,000	
Uncompleted Dollar Value if Firm is the Subcontractor						10,164,000	
Total Value of All Work						4,100,000	5,400,000
							1,070,470.00

### 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	300,000			300,000	3,870,000
Portland Cement Concrete Paving	1,000,000			1,000,000	10,160,000
HMA Plant Mix					9,750,000
HMA Paving	1,000,000		550,000	650,000	3,200,000
Clean & Seal Cracks/Joints					
Aggregate Bases & Surfaces	150,000		50,000	200,000	9,120,000
Highway, R.R. and Waterway Structures	1,000,000	400,000		1,400,000	12,650,000
Drainage	400,000			400,000	10,700,000
Electrical	400,000			400,000	1,191,000
Cover and Seal Coats					
Concrete Construction					4950,000
Landscaping					2,000,000
Fencing					
Guardrail					
Painting					
Signing					
Cold Milling, Planning & Rotomilling					650,000
Demolition					2,900,000
Pavement Markings (Paint)					
Other Construction (List)	650,000			650,000	10,396,000
					\$ 0.00
Totals	3,100,000	4,000,000	6,000,000	4,100,000	107,047,000

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.

107,047,000



**Part III. Work Subcontracted to Others.**

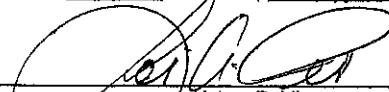
For each contract described in Part I, list all the work you have subcontracted to others.

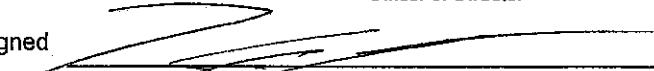
	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

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 29<sup>th</sup> day of November, 2017

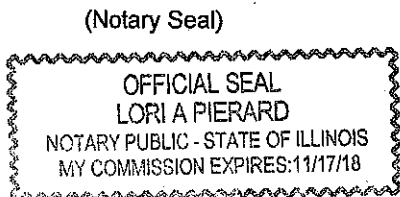
Type or Print Name Kenneth Sindens President  
Officer or Director Title

  
 Notary Public  
 My commission expires 11/17/18

Signed 

Company D. Construction, Inc

Address 1488 S. Broadway  
Coal City, IL 60416



**CONTRACTOR'S**  
**CERTIFICATION CONCERNING LABOR STANDARDS**  
**AND**  
**PREVAILING WAGE REQUIREMENTS**

**To Contractor:**

Date: 11-29-17  
Project Number: 1755-16899  
Project Name: Lawrence Preservation & Rehabilitation Program - South 2017

1. The undersigned, having executed a contract with the County of Cook for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

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

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

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- Sole Proprietorship
- Partnership
- Corporation
- Other Organization (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Kenneth Sanders</u>	<u>President</u>	<u>1488 S. Broadway Coal City, IL 60516</u>

*1488 S. Broadway*  
*1488 S. Broadway*  
Todd Sanders Vice President Coal City, IL 60416  
Thomas L. Hansen Corporate Secretary / Treasurer Coal City, IL 60416

(d) The name and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

INTEREST	NAME	ADDRESS	NATURE	OF
	<i>N/A</i>			

(e) The names and addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest is (if none, so state):

CLASSIFICATION	NAME	ADDRESS	TRADE
	<i>N/A</i>		

DATE 11-29-17

*D. Construction, Inc.*  
CONTRACTOR

X  
SIGNATURE

*Kenneth Sanders*  
President

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To Contractor:

Date: 11/28/17  
Project Number: 1755-16899  
Project Name: Cook County - South

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ for Traffic Control (Contractor)  
\_\_\_\_\_ in the amount of \$ See Attached (Nature of Work)  
\_\_\_\_\_ in the construction of the  
above-identified project, certifies that: 4,199,580.00

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

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

3. The workmen will report for duty on TBD  
\_\_\_\_\_ (Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Pam Ackerman</u>	<u>- President</u>	<u>17051 Gaylord Rd.</u>
<u>Crest Hill, IL</u>	<u>60403</u>	

11/28  
DATE

Pam Ackerman  
SUBCONTRACTOR SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To Contractor:

Date: 11/28/17  
Project Number: 1755-16899  
Project Name: Cook County - DuSoh

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ for Traffic Control (Contractor)  
\_\_\_\_\_ in the amount of \$ See Attached (Nature of Work)  
above-identified project, certifies that: \$6,875.00

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

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

3. The workmen will report for duty on TBD  
(Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Pam Ackerman</u>	<u>- President</u>	<u>17051 Gaylord Rd.</u>
		<u>Crest Hill, IL 60403</u>

11/28  
DATE

Pam Ackerman  
SUBCONTRACTOR SIGNATURE

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To Contractor:

Date: November 29, 2017

Project Number: Contract #1755-16899 Section 16-PPRPS-00-PV

Project Name: Pavement Preservation & Rehab South 2017

1. The undersigned, having executed a contract with \_\_\_\_\_  
\_\_\_\_\_ for Electrical Construction  
\_\_\_\_\_ (Contractor)  
\_\_\_\_\_ (Nature of Work)  
\_\_\_\_\_ in the amount of \$ 17.50 in the construction of the  
above-identified project, certifies that:

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

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

3. The workmen will report for duty on TBD  
\_\_\_\_\_ (Date)

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)

(c) The name and address of the owner, partners or officers of the undersigned are:

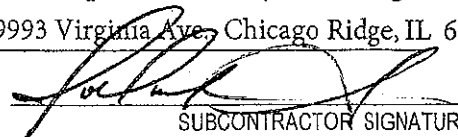
NAME	TITLE	ADDRESS
Jacqueline Hoffman/President & Treasurer		9993 Virginia Ave., Chicago Ridge, IL 60415

John Candelaria/Sr. Vice President & Corporate Secretary, 9993 Virginia Ave., Chicago Ridge, IL 60415

Mark Candelaria/Vice President, 9993 Virginia Ave., Chicago Ridge, IL 60415

November 29, 2017

DATE

  
\_\_\_\_\_  
SUBCONTRACTOR SIGNATURE

John Candelaria/Sr. Vice President

**SUBCONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

**To Contractor:**

Date: November 28, 2017  
Project Number: 1755-16899  
Project Name PAVEMENT PRESERVATION AND REHABILITATION PROGRAM --  
SOUTH 2017

1. The undersigned, having executed a contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for Concrete & Sewer Work  
Nature of Work)  
\_\_\_\_\_ in the amount of \$ 999,376.<sup>00</sup> 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 T.B.D.  
(Date)

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:
- (b) The undersigned is (check one):  
 Sole Proprietorship  
 Partnership  
 Corporation  
 Other Organization (Describe)
- (c) The name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Osbaldo Fernandez</u>	<u>President</u>	<u>385 4th St, Lemont, IL 60439</u>

11-28-17  
DATE

  
SUBCONTRACTOR SIGNATURE



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT  
Cook County Board  
of Commissioners

RICHARD R. BOYKIN  
1st District

DENNIS DEER  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

EDWARD M. MOODY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

January 24, 2018

Ms. Shannon E. Andrews  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1755-16899  
Pavement Preservation and Rehabilitation Program – South 2017  
Department of Transportation and Highways

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-reference contract and has reviewed it for compliance with the Minority and Women-owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the ordinance.

Bidder: "D" Construction, Inc.  
Original Contract Value: \$3,429,607.43  
Contract Goal: 24% MBE, 10% WBE

MBE/WBE	Status	Certifying Agency	Commitment Direct
Rula's Enterprises Co.	MBE-9	Cook County	29.14%
Work Zone Safety, Inc.	WBE-7	Cook County	6.02%
City Lights, Ltd.	WBE-9	City of Chicago	5.46%
			40.62% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/smp

cc: Danuta Rusin, OCPO  
Pamela Mills, DOTH



**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

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

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

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

MBE/WBE Firm: Work Zone Safety, Inc.  
 Address: 17051 Gaylord Road, Crest Hill, IL 60403  
 E-mail: pan@workzonesafetyinc.com  
 Contact Person: Pan Ackerman Phone: 815-834-0429  
 Dollar Amount Participation: \$ 199,580.<sup>00</sup>  
 Percent Amount of Participation: 5.82 %  
 \*Letter of Intent attached? Yes  No   
 \*Current Letter of Certification attached? Yes  No

MBE/WBE Firm: Work Zone Safety, Inc.  
 Address: 17051 Gaylord Road, Crest Hill, IL 60403  
 E-mail: pan@workzonesafetyinc.com  
 Contact Person: Pan Ackerman Phone: 815-834-0429  
 Dollar Amount Participation: \$ 6,875.<sup>00</sup>  
 Percent Amount of Participation: .2 %  
 \*Letter of Intent attached? Yes  No   
 \*Current Letter of Certification attached? Yes  No

Attach additional sheets as needed.

\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

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

MBE/WBE Firm: City Lights, Ltd.  
 Address: 9993 Virginia Avenue, Chicago Ridge, IL 60415  
 E-mail: info@citylightsllc.com  
 Contact Person: Jacqueline Hoffman Phone: 773-606-9162  
 Dollar Amount Participation: \$ 187,172.50  
 Percent Amount of Participation: 5.46 %  
 \*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: Rula's Enterprises  
 Address: 1030 S. LaGrange Road - Suite 4, LaGrange, IL 60525  
 E-mail: rulas-ent@ycbr.com  
 Contact Person: Osbelb Fernandez Phone: 708-354-4311  
 Dollar Amount Participation: \$ 999,376.00  
 Percent Amount of Participation: 29.14 %  
 \*Letter of Intent attached? Yes X No \_\_\_\_\_  
 \*Current Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

\* Letter(s) of intent and current Letters of Certification must be submitted at the time of bid.

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Work Zone Safety INC. Certifying Agency: IDOT Cook County  
 Contact Person: Pam Ackerman Certification Expiration Date: 7/10/21  
 Address: 17851 Gaylord Rd. Ethnicity: Caucasian  
 City/State: Crest Hill, IL Zip: 60403 Bid/Proposal/Contract #: 1755-16899  
 Phone: (815)834-0429 Fax: (815)834-2357 FEIN #: 35-2202844  
 Email: pam@workzone-safety.com  
 Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

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

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

See Attached

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

\$199,580.00 5.82% See Attached

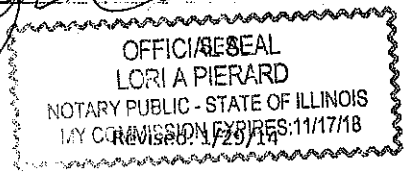
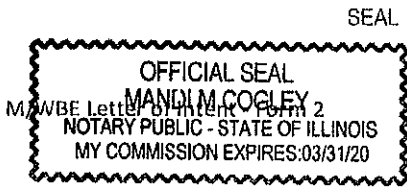
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Pam Ackerman  
 Signature (M/WBE)  
Pam Ackerman  
 Print Name  
Work Zone Safety INC.  
 Firm Name  
11/28/17  
 Date

Bob Nale  
 Signature (Prime Bidder/Proposer)  
Bob Nale  
 Print Name  
D. Construction, Inc.  
 Firm Name  
11-28-17  
 Date

Subscribed and sworn before me  
 this 28<sup>th</sup> day of November, 2017.  
 Notary Public Mandi M Cogley

Subscribed and sworn before me  
 this 28<sup>th</sup> day of November, 2017.  
 Notary Public [Signature]



ATTENTION: ESTIMATING

# Work Zone Safety, Inc.

CERTIFIED DBE

17051 Gaylord Road  
Crest Hill, Illinois 60403

Phone: 815-834-0429  
Fax: 815-834-2367



## JOB PROPOSAL

BID DATE: 11/29/17  
AGENCY: CCHD SECTION # 1755-16899  
LOCATION: VARIOUS - SOUTH  
CITY / VILLAGE: COOK COUNTY

QUOTE VALID 30 CD

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
54	PV MK TPE T3 LN 4"	7,380	FT	\$ 1.00	\$7,380.00
70	CHG MESS SIGN	840	CALDAY	\$ 50.00	\$42,000.00
103	TRAFFIC PROTECTION *	1	LS	\$ 150,200.00	\$150,200.00

TOTAL BID \$199,580.00

<p><b>THE CONTRACTOR MUST SUBCONTRACT ALL PAY ITEMS ON THIS PROPOSAL TO WORK ZONE SAFETY INC. UNLESS NEGOTIATED.</b></p>			
THERE ARE	500	FLASHERS INCLUDED IN THE ABOVE LUMP SUMS.	
THERE ARE	300	.BARRELS W/ SB HEADS IN THE ABOVE LUMP SUMS.	
THERE ARE	4	ARROWBOARDS INCLUDED IN THE ABOVE LUMP SUMS.	
* THE LUMP SUM FOR TRAFFIC CONTROL IS BASED ON THE PLANS AND SPECIFICATIONS ISSUED AT THE TIME OF THE BID. ANY CHANGES TO THE STAGING, PHASING, OR REQUESTS FROM ANY ENGINEER, OR CONTRACTOR FOR ADDITIONAL EQUIPMENT, WILL BE INVOICED BY CHANGE ORDER, FORCE ACCOUNT, OR THE PREVAILING RENTAL RATE			
** ALL PAVEMENT MARKING REMOVAL ITEMS DO NOT INCLUDE SHORT TERM MARKING IF WATERBLAST MARKING REMOVAL IS USED IT REQUIRES A MINIMUM MOBILIZATION FEE OF \$ 3,000.00 OR 1000 SF FOR EACH CALL OUT			
*** AN ADDITIONAL	\$190.00	PER HOUR PORT TO PORT FOR A STRIPING CREW OF INSTALLATIONS LESS THAN	2500 FT PER DAY
<p><b>THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE LUMP SUM:</b></p>			
1. TEMP & PERM LANE CLOSURES	6. PERMANENT SIGN REMOVAL	11. NO PARKING SIGNS	16 BOND
2. TEMP & PERM PAVEMENT MARKING	7. PERMANENT SIGN INSTALLATION	12. IMPACT ATTENUATORS	17 DETOURS
3. PEDESTRIAN BARRICADE SET UP	8. ORANGE SNOW FENCE	13. BARRIER WALL	18 CONES
4. PAVEMENT MARKING REMOVAL	9. FLAGGERS OR AFAD	14. SURVEILLANCE	
5. ROAD PLATE	10. TRAFFIC SIGNALS	15. CHANGEABLE MSG SIGNS	
<p><b>TRAFFIC CONTROL &amp; PROTECTION COMPLETION:</b></p>			
<p>230 CD 12/17/18</p>			
<p>AN ADDITIONAL CHARGE OF \$ 490.00 AFTER... 12/17/18 .....OR..... 230 CD</p>			
<p><b>TEMPORARY EXPRESSWAY LANE CLOSURES</b></p>		<p><b>RENTAL RATE PER CAL. DAY</b></p>	
	<p>MON. - FRI.    SATURDAY    SUNDAY</p>		
1. RAMP CLS.	\$ 850.00    \$950.00    \$ 1,250.00 EA.	1. BARREL W/STDY BRN	\$ 0.90 EA.
2. SHLDR CLS.	\$ 800.00    \$900.00    \$ 1,200.00 EA.	2. DG SIGN & STAND	\$ 2.20 EA.
3. 1 LANE CLS.	\$ 2,500.00    \$2,700.00    \$ 3,200.00 EA.	3. ARROWBOARD	\$ 45.00 EA.
4. 2 LANE CLS.	\$ 2,700.00    \$2,900.00    \$ 3,400.00 EA.	4. TYPE 3 BAR W/FLSHS	\$ 3.00 EA.
5. 3 LANE CLS.	\$ 3,150.00    \$3,150.00    \$ 3,650.00 EA.	5. TYPE 1 BAR W/FLSH	\$ 0.45 EA.
6. EA.ADD.1/2 MI.	\$ 75.00    \$100.00    \$ 125.00 EA.	6. CHG. MESS. SIGN	\$ 110.00 EA.
<p>----- 1/2 MILE WORK AREA -----</p>			
<p><b>SALE ITEMS</b></p>		<p><b>SALE ITEMS</b></p>	
1. 28" TRIMLINE CONES	\$ 19.00 EA.	4. FOIL TAPE, R ROLLS, 50 YDS. EA.	\$ 172.00 EA.
2. STRIPED VESTS	\$ 25.20 EA.	5. FLAGS	\$ 5.00 EA.
3. STOP & SLOW PADDLE	\$ 94.50 EA.	6. SAND BAG (FULL)	\$ 2.50 EA.
<p>IF THERE ARE ANY QUESTIONS ABOUT THIS QUOTE, PLEASE DO NOT HESITATE TO CALL:</p>			
	Pam Ackerman	815-834-0429 ext. 107	
	Frank Marrano	630-306-2016	
	Ralph Ackerman	630-432-4550	
X	Nick Bethune	815-834-0429 ext. 105	
ACCEPTED BY: _____			
<p style="margin-left: 100px;">Contractor</p>			
Authorized Signature _____		Date _____	



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

July 10, 2017

Ms. Pamela Ackerman, President  
Work Zone Safety, Inc.  
17051 Gaylord Road  
Crest Hill, IL 60403

**Re: Annual Certification Expires: July 10, 2018**

Dear Ms. Ackerman:

Congratulations on your continued eligibility for Certification as a **Woman-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **July 10, 2021**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a "**No Change Affidavit**" within **sixty (60) business days** prior to the date of Annual Certification Expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

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

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**Regular Dealer: Sales, Rental and Service of Traffic Control Devices;  
Installation of Temporary Pavement Markings**

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

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/lar

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Work Zone Safety INC. Certifying Agency: IDOT Cook County  
 Contact Person: Pam Ackerman Certification Expiration Date: 7/10/21  
 Address: 17851 Gaylord Rd. Ethnicity: Caucasian  
 City/State: Crest Hill, IL Zip: 60403 Bid/Proposal/Contract #: 1755-16899  
 Phone: (815)834-0429 Fax: (815)834-2357 FEIN #: 35-2202844  
 Email: Pam@workzoneSafetyInc.com  
 Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

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

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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

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

\$6,875.00 2% See Attached

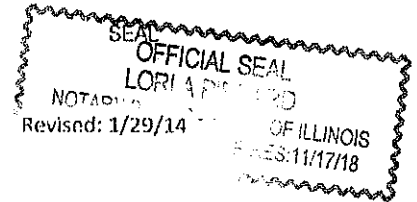
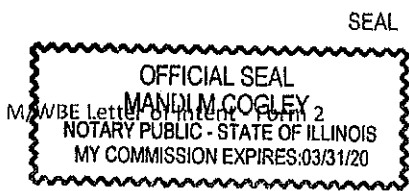
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Pam Ackerman  
 Signature (M/WBE)  
Pam Ackerman  
 Print Name  
Work Zone Safety INC.  
 Firm Name  
11/28/17  
 Date

Bob Nale  
 Signature (Prime Bidder/Proposer)  
Bob Nale  
 Print Name  
D. Construction, Inc.  
 Firm Name  
11-28-17  
 Date

Subscribed and sworn before me  
 this 28<sup>th</sup> day of November, 2017.  
 Notary Public Mandi M. Cogley

Subscribed and sworn before me  
 this 28<sup>th</sup> day of November, 2017.  
 Notary Public Joy G. Cook



M/WBE Letter of Intent Form 2

ATTENTION: ESTIMATING

*WBS*

# Work Zone Safety, Inc.

CERTIFIED DBE

17051 Gaylord Road  
Crest Hill, Illinois 60403

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

## JOB PROPOSAL

BID DATE: 11/29/17  
AGENCY: CCHD  
LOCATION: VARIOUS - SOUTH  
CITY/VILLAGE: COOK COUNTY

SECTION # 1755-16899

QUOTE VALID 30 CD

ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
55	SIGN PANEL T1	68	SF	\$ 25.00	\$1,700.00
56	REM SGN PNL ASSY TA	4	EA	\$ 50.00	\$200.00
57	REL SGN PNL ASSY TA	2	EA	\$ 175.00	\$350.00
59	TEL SGN SUPPORT	255	FT	\$ 15.00	\$3,825.00
60	BASE TL SGN SUPP SPL	4	EA	\$ 200.00	\$800.00

TOTAL BID \$6,875.00

THE CONTRACTOR MUST SUBCONTRACT ALL PAY ITEMS ON THIS PROPOSAL TO WORK ZONE SAFETY INC. UNLESS NEGOTIATED.			
* THE LUMP SUM FOR TRAFFIC CONTROL IS BASED ON THE PLANS AND SPECIFICATIONS ISSUED AT THE TIME OF THE BID ANY CHANGES TO THE STAGING, PHASING, OR REQUESTS FROM ANY ENGINEER, OR CONTRACTOR FOR ADDITIONAL EQUIPMENT, WILL BE INVOICED BY CHANGE ORDER, FORCE ACCOUNT, OR THE PREVAILING RENTAL RATE			
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2. TEMP & PERM PAVEMENT MARKING	7. PERMANENT SIGN INSTALLATION	12. IMPACT ATTENUATORS	17 DETOURS
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4. PAVEMENT MARKING REMOVAL	9. FLAGGERS OR AFAD	14. SURVEILLANCE	
5. ROAD PLATE	10. TRAFFIC SIGNALS	15. CHANGEABLE MSG SIGNS	
TRAFFIC CONTROL & PROTECTION COMPLETION:			
12/17/18			
TEMPORARY EXPRESSWAY LANE CLOSURES		RENTAL RATE PER CAL. DAY	
	MON. - FRI.	SATURDAY	SUNDAY
1. RAMP CLS.	\$ 850.00	\$950.00	\$ 1,250.00 EA.
2. SHLDR CLS.	\$ 800.00	\$900.00	\$ 1,200.00 EA.
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4. 2 LANE CLS.	\$ 2,700.00	\$2,900.00	\$ 3,400.00 EA.
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----- 1/2 MILE WORK AREA -----			
SALE ITEMS		SALE ITEMS	
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	Frank Marrano	630-306-2016	
	Ralph Ackerman	630-432-4550	
	Nick Bethune	815-834-0429 ext. 105	
ACCEPTED BY: _____			
Contractor			
Authorized Signature		Date	



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

July 10, 2017

Ms. Pamela Ackerman, President  
Work Zone Safety, Inc.  
17051 Gaylord Road  
Crest Hill, IL 60403

**Re: Annual Certification Expires: July 10, 2018**

Dear Ms. Ackerman:

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Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

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Installation of Temporary Pavement Markings**

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

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/lar

**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
of Commissioners

RICHARD R. BOYKIN  
1st District

ROBERT STEELE  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

EDWARD M. MOODY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: City Lights, Ltd.

Certifying Agency: City of Chicago

Contact Person: Jacqueline Hoffman

Certification Expiration Date: 11/01/2022

Address: 9993 Virginia Avenue

Ethnicity: Hispanic

City/State: Chicago Ridge, IL Zip: 60415

Bid/Proposal/Contract #: 1755-16899

Phone: 773-626-9162 Fax: 773-626-5415

FEIN #: 36-3835589

Email: info@citylightsltd.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

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

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Furnish labor, materials and equipment to complete electrical items detailed on the attached proposal.

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

See attached  
\$187,172.50 5.46%

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

X [Signature]  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

Jacqueline Hoffman  
Print Name

[Signature]  
Print Name

City Lights, Ltd.  
Firm Name

[Signature]  
Firm Name

November 29, 2017  
Date

11-29-17  
Date

Subscribed and sworn before me

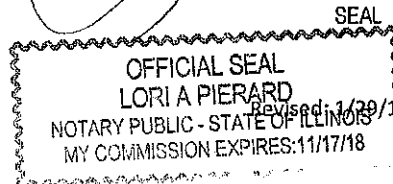
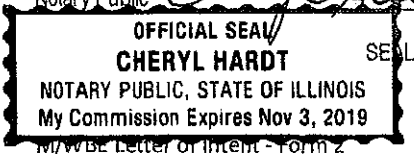
Subscribed and sworn before me

this 29<sup>th</sup> day of November, 2017.

this 29<sup>th</sup> day of November, 2017.

Notary Public [Signature]

Notary Public [Signature]



QUOTATION

WBE



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

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

**Project:** CCHD 1755-16899 Pavement Preservation & Rehab  
**Program-South 2017**  
**Estimate #:** 17-221  
**Due Date:** 11/29/2017  
**Note:** Quotation Firm for 60 Days

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

Pay Item	Description	Quantity	Unit	Unit Price	Total
69	DRILL EX HANDHOLE	3.00	EACH	514.80	1,544.40
74	CONC FDN TY A	12.00	LIN FT	363.80	4,365.60
77	DET LOOP T1	1,750.00	LIN FT	31.80	55,650.00
80	EC C LEAD 14 1PR	4,500.00	LIN FT	2.00	9,000.00
81	EC C SIGNAL 14 2C	500.00	LIN FT	1.80	900.00
84	MAIN EX TR SIG INSTAL	9.00	EACH	9,198.00	82,782.00
86	MOD EX CONTR CAB	1.00	EACH	1,227.10	1,227.10
88	PED PB	8.00	EACH	502.30	4,018.40
89	PED PB POST TY A GALVS	3.00	EACH	1,130.00	3,390.00
92	REBUILD EX HANDHOLE	3.00	EACH	3,021.00	9,063.00
93	REBUILD EX HD HANDHOLE	1.00	EACH	4,547.00	4,547.00
94	REBUILD EX DOUBLE HANDHOLE	1.00	EACH	5,812.00	5,812.00
95	REMOV EX TS EQUIP	1.00	EACH	1,296.00	1,296.00
100	UNDERGROUND CON 2-1/2 GALVS	70.00	LIN FT	51.10	3,577.00
<b>Total Bid:</b>					<b>\$187,172.50</b>

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

**Job Specific Notes:**

1. Our quote considers locating loop dives prior to pavement removal. If we are not notified prior to the start of pavement grinding, we will invoice any additional time required to locate loop dives on a time and material basis.
2. Restoration of area affected by our work that falls out of the project area of restoration that is considered incidental to our work must be restored by others
3. No QAQC is included. No spoil removal is included.
4. Patching (Concrete or Asphalt) around rebuilt Handholes to be completed by others.
5. Elevation is to be provided and checked prior to our repour.
6. Traffic Control and protection to be provided by others. We will move the equipment as required to complete our work and return at the end of the work day. Any advanced signage is to be installed by others.
7. See attached Detailed Scope Letter for additional terms and conditions.

# QUOTATION



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

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

Project: CCHD 1755-16899 Pavement Preservation & Rehab  
Program-South 2017  
Estimate #: 17-221  
Due Date: 11/29/2017  
Note: Quotation Firm for 60 Days

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

**Detailed Scope of Work:**

All electrical work associated with the pay items on the preceding page(s).

**Our Scope of Work EXCLUDES the following:**

1. All Hazardous Waste Handling, including Soil Monitoring, Removal, Testing, Transporting, Disposal, Remediation & Training
2. Traffic/Pedestrian Control and Protection including Lane Closures
3. All Bond, Permit, Local Municipal License, and Inspection Fees that may be required.
4. Our current insurance coverages meet the GL, WC & Auto requirements. Any additional insurance requirements including, but not limited to Railroad Protective, Owner's Protective, Builder's Risk, Pollution Liability, Higher Liability Limits, or any other special insurance requirements not covered under our current policy are EXCLUDED.
5. Any required Railroad Flaggers
6. Any QC/QA requirements
7. Quotation considers working during normal working hours only.
8. The general contractor will provide layout, and grade for any of our items.
9. Restoration, Landscaping, & Clean Up including, but not limited to any required restoration that falls outside the limits of construction and damaged due to our work, must be restored by others at no cost to City Lights, Ltd.
10. Any required sidewalk, asphalt, barrier wall, alley, brick paver, or concrete removal, replacement or patching.
11. Protection of existing electrical items that are to remain in place during construction, and protection of electrical materials installed during construction until the owner's Final Acceptance.
12. City Lights, Ltd. will not accept any charges for liquidated damages, unless delays are caused by our failure to complete work as agreed.
13. Any required saw cutting with the exception of required saw cutting for loop detector installation.
14. All Spoil Removal including soil, concrete, asphalt, or any other type of spoil generated by our work.
15. Electrical Service hookup for General Contractor's job trailer. If this work is required, City Lights will perform work on a time and material basis.
16. Any Applicable Sales Tax

**Payment Terms:**

1. Per State of Illinois Prompt Payment Act - 15 Calendar Days After Receipt From Owner
2. Retention to be equal to amount withheld by Owner. - Zero Retention on IDOT Projects.
3. If Not IDOT, Retention to be released and paid within Sixty (60) days after final acceptance of our work.

**Special Notes:**

1. General Contractor must provide, at no additional charge, adequate space for City Lights, Ltd., in a staging area that is in close proximity to the project site for material storage, equipment, and a field trailer.
2. As-Builds provided by City Lights, Ltd. will be a marked up set of drawings. AutoCad, Mylars and/or any Electronic As-Builds are excluded.
3. Please be advised that this proposal will remain valid for sixty (60) days, and shall remain confidential between the parties involved.
4. All terms and conditions outlined above shall be incorporated into any subsequent subcontract agreement entered into between City Lights, Ltd. and General Contractor.

**After Hour Contact Numbers:**

John Candelaria - 773-617-0151  
Ed Mills - 773-617-5324  
Cheryl Foley - 773-617-0527



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

NOV - 7 2017

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

Dear Jacqueline Hoffman:

We are pleased to inform you that **City Lights, Ltd.** has been recertified as a **Women-Owned Business Enterprise ("WBE")** and **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **WBE/MBE** certification is valid until **11/1/2022**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **Annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit** is due by **11/1/2018, 11/1/2019, 11/1/2020 and 11/1/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/1/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **09/1/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

A handwritten signature and the initials "JCH" are visible in the bottom right corner of the page.

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

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

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

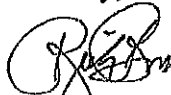
**NAICS Code(s):**

- 237310 - Highway, Street and Bridge Construction**
- 238210 - Electrical Contractors**
- 237130 - Power and Communication Line and Related Structures Construction – Electric Light and Power Plant (except hydroelectric) Construction; Construction Management, Power and Communication Transmission Line; Cable Laying (e.g. cable television, electricity, marine, telephone) including underground; Fiber Optic Cable Transmission Line Construction; Pole Line Construction; Underground Cable (e.g. cable television, electricity, telephone) Laying; Utility Line Construction**
- 238110 - Poured Concrete Foundation and Structure Contractors – Concrete Finishing; Concrete Pouring; Concrete Repair; Concrete Pumping (i.e. placement); Footing and Foundation Concrete Contractors**

Your firm's participation on City contracts will be credited only toward **Women-Owned Business Enterprise and Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

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

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/kr



MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Rula's Enterprises

Certifying Agency: Cook County

Contact Person: Osbaldo Fernandez

Certification Expiration Date: 5-28-2020

Address: 1030 S La Grange Rd Ste 4

Ethnicity: Hispanic

City/State: La Grange, IL Zip: 60525

Bid/Proposal/Contract #: 1755-16899

Phone: (708) 354-4311 Fax: (708) 354-4312

FEIN #: 27-1005235

Email: Rulas\_Enter@yahoo.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

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

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

See attached

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

\$ 99,996.00 29.14%  
See attached

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Osbaldo Fernandez  
Signature (M/WBE)

Bob Mabe  
Signature (Prime Bidder/Proposer)

Osbaldo Fernandez  
Print Name

Bob Mabe  
Print Name

Rula's Enterprises  
Firm Name

D. Construction, Inc.  
Firm Name

11-28-17  
Date

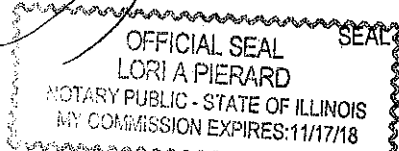
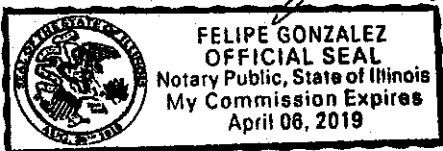
11-28-17  
Date

Subscribed and sworn before me  
this 28 day of November, 2017

Subscribed and sworn before me  
this 28<sup>th</sup> day of November, 2017

Notary Public Felipe Gonzalez

Notary Public Lori A Pierard





# Rula's Enterprises

MBE

1030 SOUTH LA GRANGE ROAD OFFICE #4,  
LA GRANGE, IL 60525  
TEL (708) 354-4311  
FAX (708) 354-4312  
RULAS\_ENTERP@YAHOO.COM

TO:	<b>"D" Construction</b> 1488 S Broadway St Coal City, IL 60416	DATE:	Tuesday, November 28, 2017
		JOB NAME:	Cook County Pvmnt Preserv South 2017
		ESTIMATOR:	Robert Male

## CONCRETE

ITEM #	DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
1	EARTH EXC	CY	155.00	\$ 225.00	\$ 34,875.00
9	SUBBASE GRAN MAT TY B	TON	174.00	\$ 20.00	\$ 3,480.00
10	SUBBASE GRAN MAT TY B 6"	SY	2,398.00	\$ 9.00	\$ 21,582.00
11	AGG BASE CSETY B 4"	SY	921.00	\$ 8.00	\$ 7,368.00
16	WELDED WIRE REINFORCEMENT	SY	2,429.00	\$ 18.00	\$ 43,722.00
17	PROTECTIVE COAT	SY	2,276.00	\$ 1.00	\$ 2,276.00
18	PCC SIDEWALK 5"	SF	8,023.00	\$ 6.00	\$ 48,138.00
19	DETECT WARN	SF	646.00	\$ 28.00	\$ 18,088.00
22	CURB REM	FOOT	1,010.00	\$ 7.00	\$ 7,070.00
23	COMB C & G REM	FOOT	4,715.00	\$ 8.00	\$ 37,720.00
24	SIDEWALK REM	SF	8,473.00	\$ 2.00	\$ 16,946.00
25	CL B PATCH TY II 10"	SY	1,224.00	\$ 110.00	\$ 134,640.00
26	CL B PATCH TY III 10"	SY	774.00	\$ 110.00	\$ 85,140.00
27	CL B PATCH TY IV 10"	SY	448.00	\$ 110.00	\$ 49,280.00
28	CL C PATCH TY II 8"	SY	1,313.00	\$ 90.00	\$ 118,170.00
29	CL C PATCH TY III 8"	SY	437.00	\$ 90.00	\$ 39,330.00
30	CL C PATCH TY IV 8"	SY	770.00	\$ 90.00	\$ 69,300.00
41	CONC CURB TY B	FOOT	1,010.00	\$ 23.00	\$ 23,230.00
42	COMB CC&GTYB 6.12	FOOT	2,376.00	\$ 25.00	\$ 59,400.00
43	COMB C C & G TY B 6.18	FOOT	619.00	\$ 28.00	\$ 17,332.00
44	COMB C C & G TY B 6.24	FOOT	1,488.00	\$ 28.00	\$ 41,664.00
45	COMB C C & G TY M 4.24	FOOT	15.00	\$ 28.00	\$ 420.00
46	COMB C C & G TY M 6.12	FOOT	200.00	\$ 25.00	\$ 5,000.00
73	CL C PATCH SPL 10"	SY	284.00	\$ 120.00	\$ 34,080.00
87	PVMT REPL	SY	33.00	\$ 105.00	\$ 3,465.00

Concrete Total      \$921,716.00

## SEWER / UNDERGROUND

ITEM #	DESCRIPTION	UM	QUANTITY	UNIT PRICE	AMOUNT
2	TRENCH BACKFILL	CY	17.00	\$ 90.00	\$ 1,530.00
37	SS REM 6"	FOOT	37.00	\$ 50.00	\$ 1,850.00
38	CB RECONSTRUCTED W/ NEW TY 1 FR OL	EACH	1.00	\$ 4,500.00	\$ 4,500.00
39	CB RECONSTRUCTED W/ NEW TY 23 F & G	EACH	3.00	\$ 4,500.00	\$ 13,500.00
40	F & G TY 23	EACH	2.00	\$ 400.00	\$ 800.00
83	F & L ADJ SPL	EACH	44.00	\$ 700.00	\$ 30,800.00
72	CB CLEANED	EACH	23.00	\$ 700.00	\$ 16,100.00
97	STORM SEWER DUCTILE IRON PIPE 6"	FOOT	37.00	\$ 200.00	\$ 7,400.00
101	WATER VALVE BOX ADJ	EACH	2.00	\$ 600.00	\$ 1,200.00

SEWER Total      \$77,680.00

**TOTAL      \$999,396.00**

Exclusions				
• Sales Tax on permanently installed materials.	• Soil Testing	• Layout / Line and Garde, Surveying	• Site security	• Contaminated Spoils
• Traffic Control & Lane Closure	• Erosion Control	• C/QA Testing / 30 Days Pouring		
Any question contact Raul Fernandez / (708) 372-3389 <a href="mailto:Rulas_enterp@yahoo.com">Rulas_enterp@yahoo.com</a>				

Payment to be made as follows: EVERY MONTH All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will only be executed upon written orders and will become an extra charge over and above the estimates. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner, you carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified and payment will be made as outlined above.



OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

April 7, 2017

Mr. Osbaldo Fernandez  
President  
Rula's Enterprises Company  
1030 South Lagrange Road, Suite #4  
LaGrange, IL 60525

**Re: Annual Certification Expires: May 28, 2018**

Dear Mr. Fernandez:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** by Cook County Government. This certification is valid until **May 28, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

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

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**CONSTRUCTION: SEWER; CONCRETE; AND LANDSCAPE SERVICES**

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

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

Sincerely,

Jacqueline Gomez

Contract Compliance Director

JG/ew



**PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3**

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

- FULL MBE WAIVER  FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

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

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

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

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
- (2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
- (5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION**

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

CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.


Bid/RFP/RFQ No.: 1755-16899	Date: 11-29-17
Total Bid or Proposal Amount: <i>\$ 3,429,007.43</i>	Contract Title: <i>Payment Preservation or Rehabilitation Program - South 2017</i>
Contractor: D. Construction, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: <i>West Zone Safety, Inc.</i>
Authorized Contact for Contractor: Everett Leasure	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <i>Jan Ackerman</i>
Email Address (Contractor): e.leasure@dconstruction.com	Email Address (Subcontractor): <i>jan@westzone.com</i>
Company Address (Contractor): 1488 S. Broadway	Company Address (Subcontractor): <i>17051 Gaylord Road</i>
City, State and Zip (Contractor): Coal City, IL. 60416	City, State and Zip (Subcontractor): <i>Crest Hill, IL. 60403</i>
Telephone and Fax (Contractor) 815-634-2555 815-634-8748	Telephone and Fax (Subcontractor) <i>815-834-0429 815-834-2357</i>
Estimated Start and Completion Dates (Contractor) <i>April 15, 2018</i> <i>Nov. 30, 2018</i>	Estimated Start and Completion Dates (Subcontractor) <i>April 15, 2018</i> <i>Nov. 30, 2018</i>

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
<i>Traffic Control</i>	<i>\$ 206,555.00</i>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor D. Construction, Inc.

Name	<i>Kenneth Sandeno</i>
Title	<i>President</i>
Prime Contractor Signature	
Date	<i>11-29-17</i>

CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1755-16899	Date: 11-29-17
Total Bid or Proposal Amount: <i>3,429,607.93</i>	Contract Title: <i>Payment Association &amp; Registration Program - South 2017</i>
Contractor: D. Construction, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: <i>City Lights, Ltd.</i>
Authorized Contact for Contractor: Everett Leasure	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <i>Jacqueline Hoffman</i>
Email Address (Contractor): e.leasure@dconstruction.com	Email Address (Subcontractor): <i>info@citylights.com</i>
Company Address (Contractor): 1488 S. Broadway	Company Address (Subcontractor): <i>9993 Virginia Avenue</i>
City, State and Zip (Contractor): Coal City, IL. 60416	City, State and Zip (Subcontractor): <i>Chicago Ridge, IL. 60415</i>
Telephone and Fax (Contractor) 815-634-2555 815-634-8748	Telephone and Fax (Subcontractor) <i>773-626-9162 773-626-5415</i>
Estimated Start and Completion Dates (Contractor) <i>April 15, 2018</i> <i>Nov. 30, 2018</i>	Estimated Start and Completion Dates (Subcontractor) <i>April 15, 2018</i> <i>Nov. 30, 2018</i>

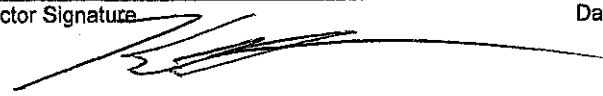
Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
<i>Electrical construction</i>	<i>\$187,172.00</i>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor D. Construction, Inc.

Name Kenneth Sandeno  
 Title President  
 Prime Contractor Signature \_\_\_\_\_ Date 11-29-17



CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1755-16899	Date: 11-29-17
Total Bid or Proposal Amount: <del>\$ 3,429,607.43</del>	Contract Title: <i>Procurement Preservation &amp; Rehabilitation Program - South 2017</i>
Contractor: D. Construction, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: <i>Lula's Enterprises</i>
Authorized Contact for Contractor: Everett Leasure	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <i>Osberto Fernandez</i>
Email Address (Contractor): e.leasure@dconstruction.com	Email Address (Subcontractor): <i>Lula's - enterp @ yahoo.com</i>
Company Address (Contractor): 1488 S. Broadway	Company Address (Subcontractor): <i>1030 S. LaGrange Road - Suite 4</i>
City, State and Zip (Contractor): Coal City, IL. 60416	City, State and Zip (Subcontractor): <i>LaGrange, IL. 60525</i>
Telephone and Fax (Contractor) 815-634-2555 815-634-8748	Telephone and Fax (Subcontractor) <i>708-534-4311 708-354-4312</i>
Estimated Start and Completion Dates (Contractor) <i>April 15, 2018 Nov 30, 2018</i>	Estimated Start and Completion Dates (Subcontractor) <i>April 15, 2018 Nov. 30, 2018</i>

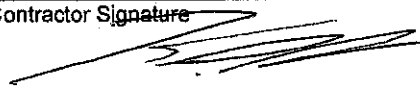
Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
<i>Concrete &amp; sewer work</i>	<i>\$ 999,396.00</i>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor D. Construction, Inc.

Name	Kenneth Sandeno
Title	President
Prime Contractor Signature	Date 11-29-17



CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

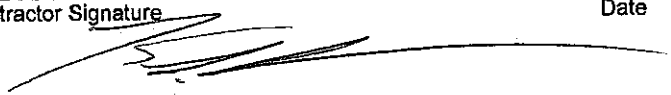
Bid/RFP/RFQ No.: 1755-16899	Date: 11-29-17
Total Bid or Proposal Amount: \$ 3,429,607.43	Contract Title: <i>Payment Protection + Rehabilitation Program - 5th 2017</i>
Contractor: D. Construction, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: <i>Precision Payment Marketing, Inc.</i>
Authorized Contact for Contractor: Everett Leasure	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <i>Fred Salazar, Jr.</i>
Email Address (Contractor): e.leasure@dconstruction.com	Email Address (Subcontractor): <i>estimating@precisionpayment.com</i>
Company Address (Contractor): 1488 S. Broadway	Company Address (Subcontractor): <i>PO Box 705</i>
City, State and Zip (Contractor): Coal City, IL. 60416	City, State and Zip (Subcontractor): <i>Elgin, IL. 60121</i>
Telephone and Fax (Contractor) 815-634-2555 815-634-8748	Telephone and Fax (Subcontractor) <i>847-931-9092 847-637-2867</i>
Estimated Start and Completion Dates (Contractor) <i>April 15, 2018 Nov. 30, 2018</i>	Estimated Start and Completion Dates (Subcontractor) <i>April 15, 2018 Nov. 30, 2018</i>

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
<i>Shipping + marks</i>	<i>\$ 60,650.40</i>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor D. Construction, Inc.

Name	Kenneth Sandeno
Title	President
Prime Contractor Signature	
Date	11-29-17

CONTRACT NO.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
<input type="checkbox"/> Disqualification
<input checked="" type="checkbox"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1755-16899	Date: 11-29-17
Total Bid or Proposal Amount: \$3,427,43	Contract Title: <i>Pavement Preservation &amp; Rehabilitation Program - Sub 2017</i>
Contractor: D. Construction, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: <i>Northern Contracting, Inc.</i>
Authorized Contact for Contractor: Everett Leasure	Authorized Contact for Subcontractor/Supplier/Subconsultant: <i>Richard Roesch</i>
Email Address (Contractor): e.leasure@dconstruction.com	Email Address (Subcontractor): <i>richard@northerncontracting.net</i>
Company Address (Contractor): 1488 S. Broadway	Company Address (Subcontractor): <i>1851 Cahville Road</i>
City, State and Zip (Contractor): Coal City, IL. 60416	City, State and Zip (Subcontractor): <i>Sycamore, IL. 60178</i>
Telephone and Fax (Contractor) 815-634-2555 815-634-8748	Telephone and Fax (Subcontractor) <i>815-895-5855 815-895-2117</i>
Estimated Start and Completion Dates (Contractor) <i>April 15, 2018</i> <i>Nov. 30, 2018</i>	Estimated Start and Completion Dates (Subcontractor) <i>April 15, 2018</i> <i>Nov. 30, 2018</i>

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

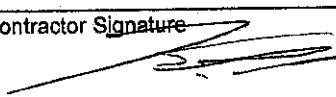
Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
<i>Guardrail</i>	<i>\$3,427.43</i>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor D. Construction, Inc.

Name Kenneth Sandeno

Title President

Prime Contractor Signature  Date 11-29-17

**OFFICE OF THE COOK COUNTY COMPTROLLER  
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

*This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").*

*If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.*

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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CONTRACT NO.

**AFFIDAVIT  
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. **All Bidders who are requesting this preference must complete this Affidavit.**

**DEFINITIONS**

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Public Works* means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, \_\_\_\_\_, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

\_\_\_\_\_  
Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal



**VETERAN'S PREFERENCE FOR VBE AND SDVBE  
INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.**

**DEFINITIONS**

*Veteran-owned Business Enterprise (VBE)* means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Service-Disabled Veteran-owned Business Enterprise (SDVBE)* means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

*Service-Disabled Veteran* means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

*Service-connected disability* means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

*Small Business* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

**REQUEST FOR PREFERENCE**

\_\_\_\_\_ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

\_\_\_\_\_  
Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

COOK COUNTY AFFIDAVIT FOR GREEN CONSTRUCTION ORDINANCE

Effective April 12, 2017, every Prime Contractor seeking a Public Works Contract for which their bid price is \$2 million or more, including pricing for Subcontractors, with Cook County must comply with the Cook County Green Construction Ordinance set forth in Chapter 30, Article III, Division II, Subdivision V. Alternatively, a Prime Contractor may submit, as a part of the bid package, substantial evidence, as set out in Chapter 30 Sec. 443, as to why they are not able to comply with the Green Construction Ordinance.

All Prime Contractors are required to complete this affidavit and comply with the Cook County Green Construction Ordinance before any Contract is awarded. Signature of this form constitutes a certification of the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

*Public Works Contract* for purposes of this Affidavit means a contract, budgeted at \$2,000,000.00 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.

*Prime Contractor* means any person or business entity that enters into a Public Works Contract with Cook County.

I. Contract Information:

Contract Number 1755-110899  
 County Using Agency (requesting procurement) Cook County DOT

II. Person/Owner information:

Person (Corporate Entity Name) D. Construction, Inc.  
 FEIN# 36-3170008  
 Email Address C. Keasue @ dconstruction.com  
 Street Address: 1488 S. Broadway  
 City Coal City State: IL. Zip: 60416  
 Phone Number: 815-634-2555

III. Compliance

- A. Ultra Low Sulfur Diesel fuel for diesel motor vehicles, non-road vehicles, and stationary generators will be used in the performance of the contract.
- B. All heavy-duty diesel vehicles or diesel non-road vehicles used in the performance of this Public Works Contract for more three days over the life of the project, by either the Prime Contractor or Subcontractor, have level 3 Controls installed and such controls are properly maintained and operating (as may be provided by regulations promulgated pursuant to this act).

If the response to the above is NO, will

All heavy-duty diesel vehicles or diesel non-road vehicles used in the performance of this Public Works Contract for more than three days over the life of the project, by either the Prime

Contractor or Subcontractor, which the contractor has certified cannot be retrofit with Level 3 Controls have Level 2 Controls installed that are available and appropriate for such vehicles.

Yes

If the response to the above is NO, will

All diesel non-road vehicles used in the performance of this Public Works Contract for more three days over the life of the project, by either the Prime Contractor or Subcontractor, which the contractor has certified cannot be retrofit with Level 2 controls have Level 1 Controls installed that are available and appropriate for such vehicles. Yes

IV. Affirmation

The Prime Contractor affirms that all elements, including those elements pertaining to Subcontractors, contained in the Affidavit, are true, accurate and complete.

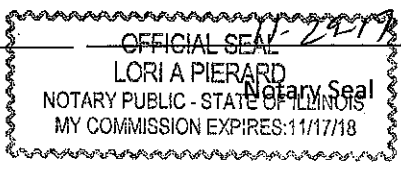
Signature [Signature] Date: 11-29-17

Name of Person Signing (print) Beneth Sander Title: President

Subscribed and sworn before me this 29<sup>th</sup> Day of November 20 17

X [Signature]

Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract. If a Contract is awarded, Cook County reserves the right to independently monitor compliance with the Green Construction Ordinance. Any false statements may subject the Prime Contractor to penalties, cost recovery and remedies set forth in Section 30-131.

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor* or *Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2**  
**CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

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

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

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

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

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

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

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

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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



SECTION 3

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<u>  N/A  </u>	

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes:  No:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

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

**(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)**

OR:

- b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

*None*

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

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name D. Construction, Inc.

D/B/A: \_\_\_\_\_ FEIN # Only: 36-3170008

Street Address: 1488 J. Broadway

City: Cool City State: IL Zip Code: 60416

Phone No.: 815-634-2555 Fax Number: 815-634-8748 Email: e.leasure@construction.com

Cook County Business Registration Number: 76C04300  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 5268-839-6

**Form of Legal Entity:**

- Sole Proprietor   
 Partnership   
 Corporation   
 Trustee of Land Trust  
 Business Trust   
 Estate   
 Association   
 Joint Venture  
 Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Kenneth Jenkins	5540 Bayview Drive Morris, IL 60450	33 1/3 %
Todd Jenkins	5550 Bayview Drive Morris, IL 60450	33 1/3 %
Tamara L. Hansen	207 S. Grandy Gordon, IL 60424	33 1/3 %

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [  ] Yes [  ] No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Kenneth Jenkins	5540 Bayview Drive Morris, IL 60450	President	N/A
Todd Jenkins	5550 Bayview Drive Morris, IL 60450	Vice President	N/A
Tamara L. Hansen	207 S. Grandy Gordon, IL 60424	Corp. Secretary / Treasurer	N/A

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Kenneth Jardeno  
Name of Authorized Applicant/Holder Representative (please print or type)

President  
Title

[Signature]  
Signature

11-29-17  
Date

T. Hansen @ dcconstruction.com  
E-mail address

815-634-2555  
Phone Number

Subscribed to and sworn before me  
this 29<sup>th</sup> day of Nov. 2017

My commission expires: [Signature]  
11/17/18

X [Signature]  
Notary Public Signature



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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.

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name D. Construction, Inc

D/B/A: \_\_\_\_\_ FEIN # Only: 36-3170008

Street Address: 1488 So Broadway

City: Coal City State: IL Zip Code: 60411

Phone No.: 815-634-2555 Fax Number: 815-634-8748 Email: t.hansen@ddconstruction.com

Cook County Business Registration Number: 76C04300  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 5268-839-6

**Form of Legal Entity:**

- Sole Proprietor     Partnership     Corporation     Trustee of Land Trust
- Business Trust     Estate     Association     Joint Venture
- Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Kenneth Sandeno	5540 Bayview Dr. Morris, IL 60450	33 1/3%
Todd Sandeno	5550 Bayview Dr Morris IL 60450	33 1/3%
Tamara L Hansen	207 So Grundy Gardner IL 60424	33 1/3%

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
n/a		

3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Kenneth Sandeno	5540 Bayview Dr Morris, IL 60450	President	n/a
Todd Sandeno	5550 Bayview Dr Morris, IL 60450	V-President	n/a
Tamara L Hansen	207 So Grundy Gardner, IL 60424	Sec/Treas	n/a

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

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

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CONTRACT #: 1755-16899

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Todd Sandeno  
Name of Authorized Applicant/Holder Representative (please print or type)

Vice President  
Title

Todd Sandeno  
Signature

1/30/18  
Date

t.hansen@deconstruction.com  
E-mail address

815-634-2555  
Phone Number

Subscribed to and sworn before me  
this 30<sup>th</sup> day of Jan, 2018



x Lori Bruns  
Notary Public Signature

Notary Seal



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name D. Construction, Inc.

D/B/A: FEIN # Only: 36-3170008

Street Address: 1488 So Broadway

City: Coal City State: IL Zip Code: 60416

Phone No.: 815-634-2555 Fax Number: 815-634-8748 Email: t.hansen@dconstruction.com

Cook County Business Registration Number: 76604300 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 5268-839-6

Form of Legal Entity:

- Form of Legal Entity: [ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust [ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture [ ] Other (describe)

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**Ownership Interest Declaration:**

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

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Name of Agent/Nominee	Name of Principal	Principal's Address
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3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

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Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
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Todd Sandeno	5550 Bayview Dr Morris, IL 60450	V-President	n/a
Tamara Hansen	207 So Grundy Gardner, IL 60424	Sec/Treas	n/a

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

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

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CONTRACT #: 1755-16899

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Tamara L Hansen  
Name of Authorized Applicant/Holder Representative (please print or type)

Sec/Treas  
Title

Tamara L Hansen  
Signature

1/30/18  
Date

thansen@dconstruction.com  
E-mail address

815-634-2555  
Phone Number

Subscribed to and sworn before me  
this 30<sup>th</sup> day of Jan, 2018

My commission expires:  
**OFFICIAL SEAL**  
LORI BRUNS  
Notary Public - State of Illinois  
My Commission Expires Dec. 1, 2018

Lori Bruns  
Notary Public Signature

Notary Seal



**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

#### Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### Additional Definitions:

"*Familial relationship*" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Kenneth Jensen - D Construction, Inc.

Address of Person Doing Business with the County: 5540 Brynwood Drive, Morris, IL 60450

Phone number of Person Doing Business with the County: 815-634-8793

Email address of Person Doing Business with the County: T.jensen@construction.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

D. Construction, Inc. - Kenneth Jensen - President

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

1755-16899

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 3,827,607.43

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Shannon F. Andrews - Chief Procurement Officer 312-603-5370

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

John Yonan, P.E. - Superintendent - 312-603-5370

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------


_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
--	--	--	----------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

	11-29-17
Signature of Recipient	Date
<i>Kenneth Jenkins - President</i>	

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyil.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

**I. Contract Information:**

Contract Number: 1755-16899

County Using Agency (requesting Procurement): Cook County

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): D. Construction, Inc.

Substantial Owner Complete Name: Kenneth Jenkins

FEIN# 36-3170008

E-mail address: t.jenkins@dkonstruction.com

Street Address: 1488 S. Broadway

City: Cook City State: IL Zip: 60416

Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,
- No Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,
- No Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,
- No Employee Classification Act, 820 ILCS 185/1 et seq.,
- No Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,
- No Any comparable state statute or regulation of any state, which governs the payment of wages

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.



**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction or waiver is made on the basis of one or more of the following actions that have taken place:

- No *There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner*
- No *Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation*
- No *Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default*
- No *Other factors that the Person or Substantial Owner believe are relevant.*

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

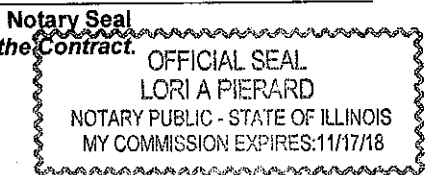
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_ Date: 11-29-17

Name of Person signing (Print): Kenneth Sinden Title: President

Subscribed and sworn to before me this 29 day of November, 20 17

X [Signature]  
Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

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"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

I. Contract Information:

Contract Number: 1755-16899

County Using Agency (requesting Procurement): Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): D. Construction, Inc

Substantial Owner Complete Name: Todd Sandeno

FEIN# 36-3170008

E-mail address: t.hansen@dconstruction.com

Street Address: 1488 So Broadway

City: Coal City State: IL Zip: 60416

Home Phone: \_\_\_\_\_

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,
- No Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,
- No Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,
- No Employee Classification Act, 820 ILCS 185/1 et seq.,
- No Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,
- No Any comparable state statute or regulation of any state, which governs the payment of wages

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

Ufo

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
- No Other factors that the Person or Substantial Owner believe are relevant.

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Todd Sandeno Date: 1/30/18

Name of Person signing (Print): Todd Sandeno Title: Vice President

Subscribed and sworn to before me this 30 day of January, 20 18

x Lori Bruns  
Notary Public Signature

Notary Seal

OFFICIAL SEAL  
LORI BRUNS  
Notary Public - State of Illinois  
My Commission Expires Dec. 1, 2018

Note: The above information is subject to verification prior to the award of the contract.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

**I. Contract Information:**

Contract Number: 1755-16899  
County Using Agency (requesting Procurement): Cook County

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): D. Construction, Inc  
Substantial Owner Complete Name: Tamara L Hansen  
FEIN# 36-3170008  
E-mail address: t.hansen@dconstruction.com  
Street Address: 1488 So Broadway  
City: Coal City State: IL Zip: 60416  
Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- No Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,
- No Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,
- No Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,
- No Employee Classification Act, 820 ILCS 185/1 et seq.,
- No Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,
- No Any comparable state statute or regulation of any state, which governs the payment of wages

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
- No Other factors that the Person or Substantial Owner believe are relevant.

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: Tamara Let Hansen Date: 1/30/18

Name of Person signing (Print): Tamara Let Hansen Title: Sec/Treas

Subscribed and sworn to before me this 30 day of January, 2018

X Lori Bruns  
Notary Public Signature

Note: The above information is subject to verification prior to the award of the contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINAL COPIES**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

D. Construction, Inc.  
Corporation's Name

Wendy Sanders  
President's Printed Name and Signature

815-634-2555  
Telephone

W.Hansen@construction.com  
Email

[Signature]  
Secretary Signature

11-29-17  
Date

Execution by LLC

\_\_\_\_\_  
LLC Name

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Partnership/Joint Venture

\_\_\_\_\_  
Partnership/Joint Venture Name

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

Execution by Sole Proprietorship

\_\_\_\_\_  
Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

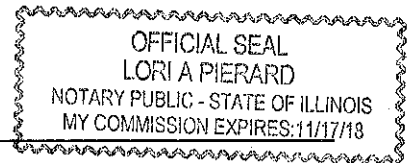
\_\_\_\_\_  
Email

Subscribed and sworn to before me this  
29<sup>th</sup> day of Nov., 2017.

[Signature]  
Notary Public Signature

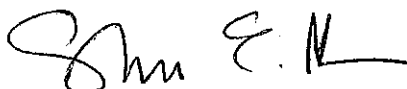
My commission expires:

\_\_\_\_\_  
Notary Seal



SECTION 6  
COOK COUNTY SIGNATURE PAGE

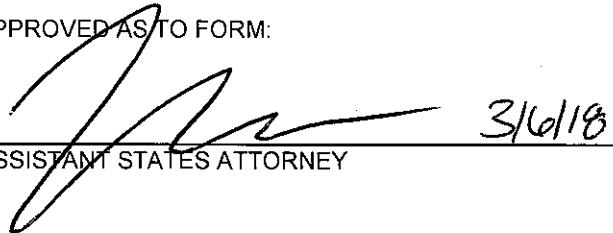
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 19 DAY OF March, 2018

APPROVED AS TO FORM:



ASSISTANT STATES ATTORNEY

CONTRACT TERM & AMOUNT

1755-16899  
CONTRACT #

March 21, 2018 through May 17, 2022 ORIGINAL CONTRACT TERM N/A RENEWAL OPTIONS

\$3,429,607.43  
CONTRACT AMOUNT

March 14, 2018  
COOK COUNTY BOARD APPROVAL DATE

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

MAR 14 2018

**SURETY'S STATEMENT**  
of  
**QUALIFICATION FOR BONDING**  
(Section 10)

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that: Liberty Mutual Insurance Company  
(SURETY COMPANY)

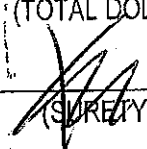
would execute a Performance/Payment Bond in favor of the County of Cook for the full amount

of the bid/contract: **Pavement Preservation and Rehabilitation Program – SOUTH 2017;**  
**Contract 1755-16899**

to: D. Construction, Inc.  
(BIDDER)

The penalty of this bond is to be \$ 100% of bid amount  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

Kevin J. Scanlon  
(ATTORNEY-IN-FACT)

002283                      23043  
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 D. Construction, Inc. whose address is 1488 S. Broadway, Coal City, IL 60516, IL hereinafter called the CONTRACTOR, and First Midwest 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 2100 S. Hickman Ave, Riverside Heights, IL, phone number (708) 448-9100 hereinafter called the FINANCIAL INSTITUTION. The contact person for the FINANCIAL INSTITUTION is: Tom Tesdal. The account number in which the funds are held is: 1302994445.

WITNESSETH:

WHEREAS the COUNTY has awarded to D. Construction, Inc

**PAVEMENT PRESERVATION AND REHABILITATION PROGRAM – SOUTH 2017**

**SECTION: 16-PPRPS-00-PV**

139<sup>th</sup> Street – Western Avenue to Thornton Road  
Central Avenue – 127<sup>th</sup> Street to IL Route 83  
84<sup>th</sup> Avenue – Nielsen Drive to 171<sup>st</sup> Street  
Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place  
Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue  
Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street  
Joe Orr Road at State Street  
COOK COUNTY PROCUREMENT CONTRACT NO.: 1755-16899  
Various Routes in Various Townships

providing for the construction of a COUNTY highway improvement for a total price of \$ 3,429,607.43 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. The funds shall not be transferred by the FINANCIAL INSTITUTION without the approval of the COUNTY.

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 FINANCIAL INSTITUTION shall confirm and provide account balances each year by June 30<sup>th</sup> to: The Cook County Department of Transportation and Highways, Bureau Chief of Construction at 69 West Washington Street, 23<sup>rd</sup> Floor, Chicago, Illinois 60602. The FINANCIAL INSTITUTION'S failure to comply with this provision shall be reason to demand return of the retainage pursuant to this Agreement.

15. At no time shall any balance(s) on the account be escheated.

16. 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.

17. 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.

18. 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 27<sup>th</sup> day of Nov., 2017.  
(To be dated by the COUNTY.)

**CONTRACTOR**

D. Construction, Inc.  
Company Name

By: [Signature]  
Printed Name: Berneth Sorobio  
Title: President

ATTEST: [Signature]  
Printed Name: Tamara L. Hansen  
Title: Cof. Secretary / Treasurer

**CONTRACTOR (IF JOINT VENTURE)**

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FINANCIAL INSTITUTION**

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: \_\_\_\_\_

**COOK COUNTY  
DEPARTMENT OF TRANSPORTATION AND  
HIGHWAYS**

By: [Signature]  
Superintendent

Bond# 268009231

**PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK**

Know All Men by These Presence, That we, D. Construction, Inc.  
as principle, and Liberty Mutual Insurance Company

as surety, are held and firmly bound unto the County of Cook in the penal sum of Three Million, Four Hundred Twenty-Nine Thousand, Six Hundred Seven and 43/100 Dollars (\$ 3,429,607.43 ), 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 presences.

Signed, sealed, and delivered this 12th day of December A.D. 20 17.

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 December 12, 2017,

**PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017**

**SECTION: 16-PPRPS-00-PV**

- 139<sup>th</sup> Street - Western Avenue to Thornton Road
- Central Avenue - 127<sup>th</sup> Street to IL Route 83
- 84<sup>th</sup> Avenue - Nielsen Drive to 171<sup>st</sup> Street
- Ridgeland Avenue Frontage Road - 129<sup>th</sup> Place to 127<sup>th</sup> Place
- Eberly Avenue/East Avenue - 47<sup>th</sup> Street to Ogden Avenue
- Kedzie Avenue - 139<sup>th</sup> Street to 135<sup>th</sup> Street
- Joe Orr Road at State Street

**COOK COUNTY PROCUREMENT CONTRACT NO.: 1755-16899**  
Various Routes, Various Townships

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.

D. Construction, Inc.

PRINCIPAL/CONTRACTOR

SEAL

By [Signature]  
Kenneth Sandeno PRESIDENT

[Signature]  
Tamara L. Hansen SECRETARY

Liberty Mutual Insurance Company

SURETY

SEAL

By [Signature]  
Kevin J. Scanlon SURETY/ATTORNEY-IN-FACT  
J. Scanlon (ATTACH POWER OF ATTORNEY)

002283

23043

AMB#

NAIC#

Approved as to form:

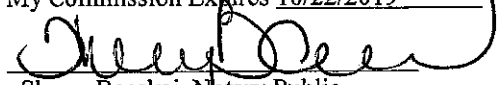
By: [Signature]  
ASSISTANT STATES ATTORNEY,  
PW5.18

State of Illinois }  
                              } ss.  
County of DuPage }

On December 12, 2017, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Kevin J. Scanlon known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company 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 he 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 10/22/2019



Sherry Bacskai, Notary Public



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7798956

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dawn L. Morgan; Debra A. Couch; Diane M. Rubright; Elaine G. Marcus; James I. Moore; Jennifer J. McComb; Kelly A. Gardner; Kevin J. Scanlon; Melissa Schmidt; R. L. McWethy; Rob W. Kegley Jr; Stasha Knechtel; Stephen T. Kazmer; Tariese M. Pisciotto

all of the city of Downers Grove state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of June 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 13th day of June, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of December, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CONTRACT  
(SECTION 10)**

This AGREEMENT made and entered into this by and between the County of Cook, party of the first part and hereinafter called County, **D. Construction, 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

**PAVEMENT PRESERVATION AND REHABILITATION PROGRAM – SOUTH 2017**

**SECTION: 16-PPRPS-00**

**139<sup>th</sup> Street – Western Avenue to Thornton Road**

**Central Avenue – 127<sup>th</sup> Street to IL Route 83**

**84<sup>th</sup> Avenue – Nielsen Drive to 171<sup>st</sup> Street**

**Ridgeland Avenue Frontage Road – 129<sup>th</sup> Place to 127<sup>th</sup> Place**

**Eberly Avenue/East Avenue – 47<sup>th</sup> Street to Ogden Avenue**

**Kedzie Avenue – 139<sup>th</sup> Street to 135<sup>th</sup> Street**

**Joe Orr Road at State Street**

**COOK COUNTY PROCUREMENT CONTRACT NO.: 1755-16899**

In the **Various Townships** in County of Cook, on **Various Routes** at his own cost and expense, free from all liens, claims, and charges whatsoever, and in a good substantial, thorough and workmanlike manner, and in strict and full accordance, conformity and compliance with all the terms and conditions of this contract and the requirements under it of the Superintendent of Department of Transportation and Highways of Cook County, Illinois, and under the direction and to the satisfaction of the said Superintendent of Department of Transportation and Highways.

It is expressly understood and agreed by and between said County and said Contractor that the Bid hereto attached and Notice to Contractors, Specifications, Plans, Maps, Blue Prints, and Drawings, on file in the Office of the Superintendent of Department of Transportation and Highways of Cook County, Illinois, and in the office of the Department of Transportation, Springfield, Illinois, copies of which are hereto attached, hereby are included in and made a part of this contract.

The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners and fully executed by the County. Subsequent to contract execution, the Contractor will be notified by a notice-to-proceed letter from the Superintendent of Cook County Department of Transportation of Highways to commence operations on a specified date. The undersigned agrees to start construction operations on the date specified and to complete the proposed improvement in

full compliance with the contract on or before **November 17, 2017**. The contract period is **March 21, 2018 through May 17, 2022**.

The Superintendent of Cook County Department of Transportation and Highways shall at the end of each month make an estimate in writing, such as in his opinion shall be just and fair, of the amount of materials furnished, delivered, properly set in place and incorporated into the herein described improvement, and the amount of work properly done by said Contractor in the performance of the work hereunder and the value thereof under and according to the terms of this contract.

The first estimate shall cover the amount of work performed and the value of the materials properly set in place and incorporated into the herein described improvement since said Contractor commenced the performance of this contract, and each subsequent estimate, except the final one, shall be of the amount of work performed and the value of the materials properly set in place and incorporated into said improvement since the last preceding estimate was made.

Such estimates of amount and quality shall not be required to be made by strict measurement, but shall be sufficient if they are made approximately only, and each such estimate shall be submitted to the Board of County Commissioners of Cook County and upon approval by said Board of Commissioners said County shall pay to said Contractor ninety per cent (90%) of the amount stated in said estimates.

At least one week before each payment falls due, said Contractor shall submit to said Superintendent of Department of Transportation and Highways requisition for such payment, and, shall, if required, submit therewith an itemized statement of the quantities and cost and proportionate profit of work performed to the termination of the period to be covered by such payment, together with an affidavit setting forth that the items in said statement are true and just, that the services were rendered, that the articles or materials were furnished, that the sum claimed is due and unpaid, after allowing all just credits, that all labor, materials, apparatus, fixtures, and machinery furnished or used have been paid for, and if not, stating those not paid for, giving the amount due, to whom due, and for what due, attaching to said affidavit waivers of lien from those mentioned in said exceptions as having unpaid claims, and such affidavit shall contain such other matter as may be deemed necessary by the said Superintendent of Department of Transportation and Highways to protect said County in its payments, and any such statement shall not be binding upon said Superintendent of Department of Transportation and Highways.

There shall be deducted from the amount so determined for the first fifty (50) percent of the completed work a sum of ten (10) percent to be retained until after the completion of the entire work to the satisfaction of the County. After fifty (50) percent or more of the work is completed, the County may, at its discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five (5) percent of the total adjusted contract price.

It is expressly agreed by the parties hereto that in the event any defects or imperfections in the materials or workmanship to be furnished by the Contractor herein appear within the period of one year from the date of completion of all the work mentioned herein and the acceptance thereof by said County,



the Contractor will, upon notice from the said Superintendent of Department of Transportation and Highways, (which notice may be given by letter mailed to said Contractor to the business address of the Contractor shown in the Proposal), repair and make good at his own cost any such defects or imperfections and replace any defective or imperfect materials or workmanship with other materials or workmanship satisfactory to said Superintendent of Department of Transportation and Highways, and furnish all such new materials and labor as may be necessary to do so; and in the event of the failure, refusal or delay of said Contractor to so make good, repair or replace said workmanship or materials, said County may do so or have same done by others, and said Contractor and the surety or sureties on his bond given for the faithful performance of this contract shall be liable to the County of Cook for all damages and expense occasioned by such failure, refusal or delay.

It is expressly and mutually covenanted and agreed that all of the Plans and Specifications hereinbefore mentioned and this Instrument together are the documents forming the contract between said County and said Contractor and are correlative, and whatever may be provided for and required by one of said documents shall be as binding as if provided for and required by two or more of them.

The Contractor expressly agrees that not less than the general prevailing rate of wages as found by The Board of County Commissioners for the County of Cook in accordance with the provisions of "An Act regulating wages of laborers, mechanics and other workmen employed under contracts for public works", Approved June 26, 1941, as amended, or such wage rates as may be determined by the court on appeal as in said Act provided, shall be paid to all laborers, workmen and mechanics performing work under this contract. The prevailing wage rates as found by the said Board of County Commissioners are on file in the office of the County Clerk for the County of Cook.

It is expressly understood and agreed that if the said Contractor shall fail, refuse or neglect to comply with said contract and Plans and Specifications or any provisions therein contained, or to proceed according to the terms of said contract and Plans and Specifications or any part thereof, in the manner and at the time as directed by the said Superintendent of Department of Transportation and Highways, then the said County shall have the right, and The Board of County Commissioners of Cook County is hereby given authority on behalf of the said County to declare this contract forfeited, and the said County may re-bid the whole or any part thereof upon such terms as it may see fit without prejudice to any of its rights herein.

It is expressly understood and agreed by the parties hereto that the Superintendent of Department of Transportation and Highways shall fix and determine the amount of damages to be paid to said County by the said Contractor by reason of the failure or refusal to perform this contract or comply with the provisions thereof as aforesaid, and the said Contractor hereby agrees to be held liable for the amount so fixed and determined and agrees to pay such amount; and the said County shall apply in payment of any such amount so fixed and determined any and all sums on hand or due and owing to said Contractor, and if there be not sufficient money on hand or due and owing to said Contractor to balance and pay said amount so fixed and determined, then, in such case, any amount remaining unpaid shall be a valid and subsisting claim against the said Contractor and the surety or sureties on his bond given for the faithful performance of this agreement.

**CONTRACT  
EXHIBIT A  
SCHEDULING**

It is understood that time is of the essence to the contract. The following project milestones will apply to this contract. Failure to meet milestone dates listed below will result in liquidated damages being applied in accordance with Article 108.09 of the Standard Specifications. An extension of time for each requirement may be granted in accordance with Section 108.08 of the Standard Specifications.

**Milestone 1**

Requirement: **Submittal of Paperwork** including Progress Schedule, Request of Approval of Subcontractors and Request for Approval of Suppliers.

**Due Date: 2 WEEKS FROM NOTICE TO PROCEED**

**Milestone 2**

Requirement: **Substantial Completion of Project and Pre-Final Inspection**

**Due Date: November 16, 2018**

**Milestone 3**

Requirement: **Completion of All Punch List Work, Final Inspection and Acceptance.**

Restrictions: Completion of all punch list work, final inspection and acceptance within 30 Calendar days from the Pre-Final inspection.

**Due Date: December 17, 2018**

**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: May 17, 2019**

**Milestone 5**

Requirement: **Submittal of All Required Closeout Paperwork** including but not limited to Contractor's Affidavit (BC 141), Affidavit of Subcontractors or Material Supplier (BC 151) for all subcontractors and suppliers utilized for this contract, D//M/WBE Payment Agreement (SBE 2115) for all minority subcontractors and all required missing documentation as indicated in the Final Construction Report (Form 69).

Restrictions: Submittal of All Required Closeout Paperwork within 6 months of Return of the Final Construction Report (Form 69) Milestone.

**Due Date: November 17, 2019**

CONTRACTOR:

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

## SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUANTITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	20200100	155	CU YD	EARTH EXCAVATION	247.50	\$ 38,362.50
2	20800150	17	CU YD	TRENCH BACKFILL	99.00	\$ 1,683.00
3	21101615	524	SQ YD	TOPSOIL FURNISH AND PLACE, 4"	10.00	\$ 5,240.00
4	25000400	6.3	POUND	NITROGEN FERTILIZER NUTRIENT	5.00	\$ 31.50
5	25000500	6.3	POUND	PHOSPHORUS FERTILIZER NUTRIENT	5.00	\$ 31.50
6	25000600	6.3	POUND	POTASSIUM FERTILIZER NUTRIENT	5.00	\$ 31.50
7	25200200	21	UNIT	SUPPLEMENTAL WATERING	100.00	\$ 2,100.00
8	28000510	152	EACH	INLET FILTERS	150.00	\$ 22,800.00
9	31101000	174	TON	SUBBASE GRANULAR MATERIAL, TYPE B	22.00	\$ 3,828.00
10	31101400	2,398	SQ YD	SUBBASE GRANULAR MATERIAL, TYPE B 6"	9.90	\$ 23,740.20
11	35101600	921	SQ YD	AGGREGATE BASE COURSE, TYPE B 4"	8.80	\$ 8,104.80
12	40600290	52,802	POUND	BITUMINOUS MATERIALS (TACK COAT)	.01	\$ 528.42
13	40600625	112	TON	LEVELING BINDER (MACHINE METHOD), N50	64.25	\$ 7,196.00
14	40603085	6,055	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	55.75	\$ 337,566.25
15	40603340	7,086	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	60.50	\$ 428,703.00
16	42000060	2,429	SQ YD	WELDED WIRE REINFORCEMENT	19.80	\$ 48,094.20
17	42001300	2,276	SQ YD	PROTECTIVE COAT	1.10	\$ 2,503.60
18	42400200	8,023	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	6.60	\$ 52,951.80
19	42400800	646	SQ FT	DETECTABLE WARNINGS	30.80	\$ 19,896.80
20	44000156	21,213	SQ YD	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"	2.05	\$ 43,486.65
21	44000165	48,062	SQ YD	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	3.70	\$ 177,829.40
22	44000300	1,010	FOOT	CURB REMOVAL	7.76	\$ 7,777.00
23	44000500	4,715	FOOT	COMBINATION CURB AND GUTTER REMOVAL	8.80	\$ 41,492.00
24	44000600	8,473	SQ FT	SIDEWALK REMOVAL	2.20	\$ 18,640.60
25	44200970	1,224	SQ YD	CLASS B PATCHES, TYPE II, 10 INCH	121.00	\$ 148,104.00
26	44200974	774	SQ YD	CLASS B PATCHES, TYPE III, 10 INCH	121.00	\$ 93,654.00
27	44200976	448	SQ YD	CLASS B PATCHES, TYPE IV, 10 INCH	121.00	\$ 54,208.00
28	44201329	1,313	SQ YD	CLASS C PATCHES, TYPE II, 8 INCH	99.00	\$ 129,987.00
29	44201333	437	SQ YD	CLASS C PATCHES, TYPE III, 8 INCH	99.00	\$ 43,263.00
30	44201335	770	SQ YD	CLASS C PATCHES, TYPE IV, 8 INCH	99.00	\$ 76,230.00

## CONTRACTOR:

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

## SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUANTITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	44201741	919	SQ YD	CLASS D PATCHES, TYPE II, 8 INCH	60.00	\$ 56,978.00
32	44201745	919	SQ YD	CLASS D PATCHES, TYPE III, 8 INCH	58.00	\$ 53,302.00
33	44201747	460	SQ YD	CLASS D PATCHES, TYPE IV, 8 INCH	57.00	\$ 26,220.00
34	45200300	16,835	POUND	JOINT OR CRACK FILLING	3.10	\$ 52,188.50
35	48101500	1,125	SQ YD	AGGREGATE SHOULDERS, TYPE B 6"	6.50	\$ 7,312.50
36	48203021	992	SQ YD	HOT-MIX ASPHALT SHOULDERS, 6"	20.00	\$ 19,840.00
37	55100200	37	FOOT	STORM SEWER REMOVAL 6"	55.00	\$ 2,035.00
38	60253000	1	EACH	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME, OPEN LID	4,950.00	\$ 4,950.00
39	60254330	3	EACH	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 23 FRAME AND GRATE	4,950.00	\$ 14,850.00
40	60404940	2	EACH	FRAMES AND GRATES, TYPE 23	440.00	\$ 880.00
41	60600605	1,010	FOOT	CONCRETE CURB, TYPE B	25.30	\$ 25,553.00
42	60603800	2,376	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	27.50	\$ 65,340.00
43	60604400	619	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	30.80	\$ 19,065.20
44	60605000	1,488	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	30.80	\$ 45,830.40
45	60608582	15	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.24	30.80	\$ 462.00
46	60609200	200	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12	27.50	\$ 5,500.00
47	63000001	613	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS	32.85	\$ 20,137.65
48	63100167	1	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT	3,072.00	\$ 3,072.00
49	63100169	1	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) FLARED	2,954.00	\$ 2,954.00
50	63200310	1,753	FOOT	GUARDRAIL REMOVAL	5.95	\$ 10,430.35
51	66900200	28	CU YD	NON-SPECIAL WASTE DISPOSAL	80.00	\$ 2,240.00
52	66900450	1	LSUM	SPECIAL WASTE PLANS AND REPORTS	18,650.00	\$ 18,650.00
53	66900530	11	EACH	SOIL DISPOSAL ANALYSIS	1,210.00	\$ 13,310.00
54	70300520	7,380	FOOT	PAVEMENT MARKING TAPE, TYPE III 4"	1.10	\$ 8,118.00
55	72000100	68	SQ FT	SIGN PANEL - TYPE 1	27.50	\$ 1,870.00
56	72400100	4	EACH	REMOVE SIGN PANEL ASSEMBLY - TYPE A	55.00	\$ 220.00
57	72400500	2	EACH	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	192.50	\$ 385.00
58	72501000	2	EACH	TERMINAL MARKER - DIRECT APPLIED	55.00	\$ 110.00
59	72800100	255	FOOT	TELESCOPING STEEL SIGN SUPPORT	16.50	\$ 4,207.50
60	73100100	4	EACH	BASE FOR TELESCOPING STEEL SIGN SUPPORT	220.00	\$ 880.00

## CONTRACTOR:

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

## SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUANTITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	78200005	9	EACH	GUARDRAIL REFLECTORS, TYPE A	13.20	\$ 118.80
62	78009000	1,474	SQ FT	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	3.73	\$ 5,498.02
63	78009004	59,514	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	.62	\$ 36,898.68
64	78009006	4,259	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	.92	\$ 3,918.28
65	78009012	4,167	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	1.86	\$ 7,750.62
66	78009024	743	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	3.73	\$ 2,771.39
67	78100100	183	EACH	RAISED REFLECTIVE PAVEMENT MARKER	54.54	\$ 9,980.82
68	78300200	56	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	10.00	\$ 560.00
69	87900200	3	EACH	DRILL EXISTING HANDHOLE	566.28	\$ 1,698.84
70	X7015005	840	CAL DA	CHANGEABLE MESSAGE SIGN	55.00	\$ 46,200.00
71	Z0033700	40,999	FOOT	LONGITUDINAL JOINT SEALANT	2.70	\$ 110,697.30
72	CCDOTH	23	EACH	CATCH BASINS TO BE CLEANED	770.00	\$ 17,710.00
73	CCDOTH	284	SQ YD	CLASS C PATCHES, SPECIAL 10 INCH	132.00	\$ 37,488.00
74	CCDOTH	12	FOOT	CONCRETE FOUNDATION, TYPE A	400.18	\$ 4,802.16
75	CCDOTH	11	FOOT	CUTTING HOT - MIX ASPHALT PAVEMENT (FULL DEPTH)	10.00	\$ 110.00
76	CCDOTH	1,805	FOOT	CUTTING HOT - MIX ASPHALT SURFACE	3.00	\$ 5,415.00
77	CCDOTH	1,750	FOOT	DETECTOR LOOP, TYPE I	34.98	\$ 61,215.00
78	CCDOTH	24,273	SQ YD	DIAMOND GRINDING CONCRETE PAVEMENT	7.85	\$ 190,543.05
79	CCDOTH	12	CAL MO	ENGINEER'S FIELD OFFICE, TYPE A	5,000.00	\$ 60,000.00
80	CCDOTH	4,500	FOOT	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR	2.20	\$ 9,900.00
81	CCDOTH	500	FOOT	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C	1.98	\$ 990.00
82	CCDOTH	190	SQ FT	ERADICATION OF EXISTING PAVEMENT MARKING	.66	\$ 125.40
83	CCDOTH	44	EACH	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	770.00	\$ 33,880.00
84	CCDOTH	9	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	10,117.80	\$ 91,060.20
85	CCDOTH	34	TON	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	150.00	\$ 5,100.00
86	CCDOTH	1	EACH	MODIFYING EXISTING CONTROLLER CABINET	1,349.81	\$ 1,349.81
87	CCDOTH	33	SQ YD	PAVEMENT REPLACEMENT	115.50	\$ 3,811.50
88	CCDOTH	8	EACH	PEDESTRIAN PUSH-BUTTON	552.53	\$ 4,420.24
89	CCDOTH	3	EACH	PEDESTRIAN PUSH-BUTTON POST, GALVANIZED STEEL, TYPE A	1,243.00	\$ 3,729.00

CONTRACTOR:

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
90	CCDOTH	1	LSUM	RAILROAD FLAGGER	10,000. <sup>00</sup>	\$ 10,000. <sup>00</sup>
91	CCDOTH	1	LSUM	RAILROAD PROTECTIVE LIABILITY INSURANCE	3,500. <sup>00</sup>	\$ 3,500. <sup>00</sup>
92	CCDOTH	3	EACH	REBUILD EXISTING HANDHOLE	3,323. <sup>70</sup>	\$ 9,969. <sup>30</sup>
93	CCDOTH	1	EACH	REBUILD EXISTING HEAVY DUTY HANDHOLE	5,001. <sup>70</sup>	\$ 5,001. <sup>70</sup>
94	CCDOTH	1	EACH	REBUILD EXISTING DOUBLE HANDHOLE	6,393. <sup>20</sup>	\$ 6,393. <sup>20</sup>
95	CCDOTH	1	EACH	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	1,425. <sup>60</sup>	\$ 1,425. <sup>60</sup>
96	CCDOTH	524	SQ YD	SODDING	12. <sup>00</sup>	\$ 6,288. <sup>00</sup>
97	CCDOTH	37	FOOT	STORM SEWERS, DUCTILE IRON PIPE 6"	220. <sup>00</sup>	\$ 8,140. <sup>00</sup>
98	CCDOTH	3	EACH	SURVEY MONUMENTS	750. <sup>00</sup>	\$ 2,250. <sup>00</sup>
99	CCDOTH	1,836	FOOT	TEMPORARY BUTT JOINTS	8. <sup>00</sup>	\$ 14,688. <sup>00</sup>
100	CCDOTH	70	FOOT	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	56. <sup>21</sup>	\$ 3,934. <sup>70</sup>
101	CCDOTH	2	EACH	WATER VALVE BOXES TO BE ADJUSTED	660. <sup>00</sup>	\$ 1,320. <sup>00</sup>
102	CCDOTH	1	LSUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS	15,000. <sup>00</sup>	\$ 15,000. <sup>00</sup>
103	CCDOTH	1	LSUM	TRAFFIC PROTECTION	165,000. <sup>00</sup>	\$ 165,000. <sup>00</sup>
104	CCDOTH	100,000	UNIT	CONTRACT EXTRA WORK	\$ 1.00	\$ 100,000.00
<b>TOTAL</b>						<b>\$ 3,489,607.43</b>

County of Cook  
Department of Transportation and Highways

Proposal Bid Bond

Project: Pavement Preservation and Rehabilitation Program - South 2017  
Section 16-PPRPS-00-PV  
Date 11/29/17  
Letting

We D. Construction, Inc.  
as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the County acting through its awarding agency for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the County for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish the required insurance coverage, all as provided in the Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 29th day of November A.D. 20 17.

PRINCIPAL

D. Construction, Inc. <u>(Company Name)</u> <u>(Seal)</u>	<u>(Company Name)</u> <u>(Seal)</u>
BY: <u>(Signature &amp; Title) Kenneth Sandeno, President</u>	BY: <u>(Signature &amp; Title)</u>

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

Liberty Mutual Insurance Company <u>(Name of Surety)</u> <u>(Seal)</u>	BY: <u>(Signature of Attorney-in-fact) Kevin J. Scanlon, Attorney-in-fact</u>
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STATE OF ILLINOIS  
COUNTY OF COOK

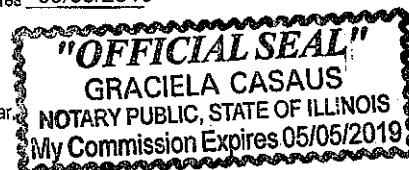
Graciela Casaus DuPage, a Notary Public in and for Cook County, do hereby certify that  
Kenneth Sandeno and Kevin J. Scanlon

(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 29th day of November A.D., 20 17. My commission expires 05/05/2019

(Signature)  
Notary Public



\*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 limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

### POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Kevin J. Scanton of the city of Downers Grove, state of IL, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: D. Construction, Inc.

Obligee Name: County of Cook

Surety Bond Number: --Bid Bond-- Bond Amount: 5% of bid---

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA      ss  
COUNTY OF MONTGOMERY

On this 6th day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of November, 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



**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: Lawrence Preservation & Rehabilitation Program -  
South 2017

BID OPENING DATE: 11-29-17

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: 11-29-17

Amount: \$ Five percent bid bond

Submitted by: D. Conductor, Jr.

Bidder

1488 S. Bradley

Street Address

Coal City, Ill.

City

60416

State

Zip Code

**DO NOT WRITE IN THE SPACES BELOW**

The above described Deposit Check is:

- ( ) Held \_\_\_\_\_
- ( ) Mailed \_\_\_\_\_
- ( ) Delivered To \_\_\_\_\_
- ( ) Bond Substituted \_\_\_\_\_
- ( ) Bond Mailed To \_\_\_\_\_

- Date \_\_\_\_\_
- Date \_\_\_\_\_
- Date \_\_\_\_\_
- Date \_\_\_\_\_
- Date \_\_\_\_\_

**COUNTY OF COOK  
BID ENVELOPE**

**BIDDER'S NAME & ADDRESS:**

**NAME:** D. Costantino, Jr.  
**ADDRESS:** 1488 S. Broadway  
Cool City, IL 60416

(THIS INFORMATION IS REQUIRED)

**CONTRACT NO.:** 1755-16899

**FOR:** Pavement Preservation and Rehabilitation  
Program - South 2017

**FOR:** DOIT

**BID OPENING DATE:** November 29, 2017 **AT** 10:00 A.M

**INDICATE IF THIS IS A:**

**BID:** X

**NO BID:** \_\_\_\_\_

(THIS INFORMATION IS REQUIRED)

**NOTICE TO BIDDERS:**

- MAINTAIN ORDER OF PROPOSAL DOCUMENT. IT MUST BE RETURNED WITH ALL PAGES INTACT.
- BID IS TO BE EXECUTED IN TRIPLICATE.
- THIS PAGE MUST BE COMPLETED, PRINTED AND ATTACHED TO FRONT OF A 10" X 13" ENVELOPE WHEN SUBMITTED.

This bid must be deposited in the Bid Box located at...

**BID BOX**  
**Office of the Chief**  
**Procurement Officer**  
**County Building**  
**118 N. Clark Street, Room 1018**  
**Chicago, IL 60602**

...on or before time/date indicated on this page.



**TONI PRECKWINKLE**

PRESIDENT  
Cook County Board  
of Commissioners

RICHARD R. BOYKIN  
1st District

DENNIS DEER  
2nd District

JERRY BUTLER  
3rd District

STANLEY MOORE  
4th District

DEBORAH SIMS  
5th District

EDWARD M. MOODY  
6th District

JESUS G. GARCIA  
7th District

LUIS ARROYO, JR.  
8th District

PETER N. SILVESTRI  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

JOHN A. FRITCHEY  
12th District

LARRY SUFFREDIN  
13th District

GREGG GOSLIN  
14th District

TIMOTHY O. SCHNEIDER  
15th District

JEFFREY R. TOBOLSKI  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

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

**ADDENDUM NO. 1**

**November 21, 2017**

**Pavement Preservation Rehabilitation Program – South 2017  
for  
Cook County Department of Transportation and Highways**

**Solicitation No. 1755-16899**

To: Interested Vendors of Record

**A. General:**

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

**B. Acknowledgement:**

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so may 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. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

- Attachment 1: Revised Pages 75A – 76A (2 Pages)
- Attachment 2: Revised Page 181A (1 Page)
- Attachment 3: Revised Pages 254A-257A (4 Pages)
- Attachment 4: Revised Page C-12:R1 (1 Page)
- Attachment 5: Revised Page: G-4: R1 (1 Page)
- Attachment 6: Revised Editable Schedule of Prices Spreadsheet (4 Pages)

**D. Changes:**

1. Change #1: Replace Pages 75-76 with 75-76A. Deleted contractor's pollution liability from insurance requirements.
2. Change #2: Replace Page 181 with 181A. Revised Special Provision 406 – Hot Mix Asphalt Mixtures.
3. Change #3: Replace Pages 254 – 257 with 254A-257A. Revised Schedule of Prices.
4. Change #4: Replace Plan C-12 with C-12:R1. Revised Bill of Materials.
5. Change #5: Replace Plan G-4 with G-4:R1. Revised Summary of Quantities.

💰 Fiscal Responsibility    💡 Innovative Leadership    ● Transparency & Accountability    📄 Improved Services

**E. Responses to Questions:**

1. Question: Do we really need Pollution Liability Insurance?

Response: Pollution Liability Insurance will not be required. See Attachment 1.

2. Question: Can the field engineer's office be kept in one location?

Response: Yes, the field office will be at one location throughout the project as approved by the Resident Engineer.

3. Question: What is item #10-31101400 Subbase Granular Material Type B 6" being used for?

Response: This item shall be used as directed by the Resident Engineer to correct base failures discovered during pavement patching.

4. Question: In Reference to 84<sup>th</sup> Street -- Station 10+00 to 22+00 RT. Plan sheet C-7 / 31 the proposed typical section appears to show the guardrail posts driven outside of the limits of the proposed Hot Mix Asphalt (HMA) shoulder; Plan sheet C-8 / 32 appears to show the guardrail posts near or within the limits of the proposed HMA Shoulder. Please verify the type of shoulder under the guardrail on 84<sup>th</sup> Street, Aggregate or HMA 6"?

Response: The guardrail shall be placed within the limits of the proposed HMA shoulders, 6" in accordance with Standard 630201-07 contained within the plans (C-41, sheet 65) and section 630 Steel Plate Beam Guardrail of the Standard Specifications.

5. Question: In Reference to 84<sup>th</sup> Street -- Station 10+00 to 22+00 RT. Plan sheet C-8 / 32 details the proposed Steel Plate Beam Guardrail length to be 612.5'; Plan quantity is 713'. Please confirm the length of guardrail, not including the terminal. Is there another guardrail run not shown in the plans that may make up for the additional quantity?

Response: The quantity should be 612.5 not including the end sections. The Summary of Quantities (Plan G-4:R1) and Schedule of Prices (Page 255A) has been revised. See Attachments 3 and 5.

6. Question: In Reference to Ridgeland Avenue -- Station 64+28 to 75+15 LT: Are the existing guardrail posts driven through HMA or Aggregate?

Response: Hot Mix Asphalt.

7. Question: In Reference to Ridgeland Avenue -- Station 64+28 to 75+15 LT. The existing guardrail is Type D (double faced). Will the 'double faced' rail be paid with additional quantity or will it be paid per lineal foot under Pay Item 60 Guardrail Removal?

Response: Removal of the existing "double faced" guardrail will be paid for per lineal foot under Pay Item 60. Guardrail Removal.

8. Question: Pay item states, "HMA surf removal 2.5", the detail shows "HMA surf removal 2.25" & HMA SC 2.25". Please clarify.

Response: Sheet C-12: R1 has been revised. See Attachment 4. The Summary of Quantities (Plan G-4:R1) and Schedule of Prices (Page 254A) have been revised as well. See Attachments 3 and 5.

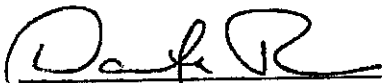
**E. Responses to Questions (Continued):**



9. **Question:** The special provision the HMA Mixtures (page 181 of the spec book) is very concerning. The second paragraph states that no Reclaimed Asphalt Pavement (RAP) or Fractionalized Asphalt Pavement (FRAP) will be permitted to HMA mixtures, but yet requires Reclaimed Asphalt Shingles (RAS). This runs contrary to also requiring IDOT approved mixes. All IDOT mixes allow for RAP, FRAP, and RAS combined within certain limits to produce a mix that meets the appropriate design parameters. Asphalt producers are getting their mixes approved with RAP and FRAP because it provides significant cost savings to the agency doing the projects.

We are looking for the county to clarify that it is just looking for IDOT approved mixes that include RAS in addition to RAP and FRAP, rather than mixes with only RAS. This would mean that the second paragraph would be deleted.

Otherwise, if the county states clarifies that their mixes will only include RAS, and will not allow RAP or FRAP, then the prices for the asphalt items will be higher than normal. Mostly virgin mixes cost significantly more and all of these items would need unique IDOT approved mix designs that could run multiple 10s of thousands of dollars to design and get approved.

**Response:** The County will be requiring use of IDOT approved mixes that include RAS in addition to RAP and FRAP, rather than mixes with only RAS. The second paragraph of the Special Provision does not apply. See Attachment 2.

  
ORIGINATED BY:  
Danuta Rusin  
Sr. Contract Negotiator

  
SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER 

## Attachment 1

- 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 shall contain (i) ISO Additional Insured Endorsements CG 20 10 07 04 and CG 20 37 07 04 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 three 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. 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

**E. Contractor's Pollution Liability**

~~Contractor will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim and in the aggregate. Contractor shall determine if Subcontractor(s) shall maintain Contractor's Pollution Liability Insurance. The policy will provide coverage for sums the Contractor becomes legally obligated to pay as less 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 three 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 on a primary and non-contributory basis. The Commercial General Liability policy shall include **ISO Additional Insured Endorsements CG 20 10 07 04 and CG 20 37 07 04 or equivalent**. Any insurance or self-insurance maintained by additional insured shall be excess of the Contractor's insurance and shall not contribute with it. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the additional insured requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

All liability policies shall entirely delete ISO endorsements CG 21 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 Accord forms which evidence the required insurance. The certificates must specifically list the required additional



## Attachment 2

**SPECIAL PROVISION: COOK COUNTY**  
**Effective: September 7, 2016**

**HOT-MIX ASPHALT MIXTURES**

**Description and Materials.** Hot Mix Asphalt pavements shall be designed, produced, stored, controlled (sample inspection, sampling, and testing), shipped, and constructed in accordance with Section 406, 1030 and other applicable sections of the Standard Specifications for Road and Bridge Construction, and applicable Special Provisions except as follows:

~~The use of Reclaimed Asphalt Pavement (RAP) or Fractionalized Asphalt Pavement (FRAP) shall not be permitted in the following Hot Mix Asphalt (HMA) Pay Items on this contract:~~

- ~~1) Leveling Binder (Machine Method), N50~~
- ~~2) Polymerized Leveling Binder (Machine Method), N70~~
- ~~3) Hot Mix Asphalt Binder Course II, 19.0 N70~~
- ~~4) Hot Mix Asphalt Surface Course Mix "D", N70~~
- ~~5) Hot Mix Asphalt Shoulder, 10"~~
- ~~6) Class D Patches, (TY II, III, IV) 10"~~

The use of Reclaimed Asphalt Shingles (RAS) shall be required in all HMA mixtures. RAS shall be incorporated into the HMA mixtures up to a maximum of 5.0% by weight of total mix.

**Mix Design**

The contractor shall be required to submit IDOT Approved HMA mix designs.

RAS used in the Mix Designs shall conform to and meet the requirements of the current Reclaimed Asphalt Pavement and Reclaimed Asphalt Shingles (D1) Special Provision.

**Attachment 3**

## CONTRACTOR: \_\_\_\_\_

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

## SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	20200100	155	CU YD	EARTH EXCAVATION		\$ -
2	20800150	17	CU YD	TRENCH BACKFILL		\$ -
3	21101615	524	SQ YD	TOPSOIL FURNISH AND PLACE, 4"		\$ -
4	25000400	6.3	POUND	NITROGEN FERTILIZER NUTRIENT		\$ -
5	25000500	6.3	POUND	PHOSPHORUS FERTILIZER NUTRIENT		\$ -
6	25000600	6.3	POUND	POTASSIUM FERTILIZER NUTRIENT		\$ -
7	25200200	21	UNIT	SUPPLEMENTAL WATERING		\$ -
8	28000510	152	EACH	INLET FILTERS		\$ -
9	31101000	174	TON	SUBBASE GRANULAR MATERIAL, TYPE B		\$ -
10	31101400	2,398	SQ YD	SUBBASE GRANULAR MATERIAL, TYPE B 6"		\$ -
11	35101600	921	SQ YD	AGGREGATE BASE COURSE, TYPE B 4"		\$ -
12	40600290	52,802	POUND	BITUMINOUS MATERIALS (TACK COAT)		\$ -
13	40600625	112	TON	LEVELING BINDER (MACHINE METHOD), N50		\$ -
14	40603085	6,055	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70		\$ -
15	40603340	7,086	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70		\$ -
16	42000060	2,429	SQ YD	WELDED WIRE REINFORCEMENT		\$ -
17	42001300	2,276	SQ YD	PROTECTIVE COAT		\$ -
18	42400200	8,023	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH		\$ -
19	42400800	646	SQ FT	DETECTABLE WARNINGS		\$ -
20	44000156	21,213	SQ YD	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"		\$ -
21	44000165	48,062	SQ YD	HOT-MIX ASPHALT SURFACE REMOVAL, 4"		\$ -
22	44000300	1,010	FOOT	CURB REMOVAL		\$ -
23	44000500	4,715	FOOT	COMBINATION CURB AND GUTTER REMOVAL		\$ -
24	44000600	8,473	SQ FT	SIDEWALK REMOVAL		\$ -
25	44200970	1,224	SQ YD	CLASS B PATCHES, TYPE II, 10 INCH		\$ -
26	44200974	774	SQ YD	CLASS B PATCHES, TYPE III, 10 INCH		\$ -
27	44200976	448	SQ YD	CLASS B PATCHES, TYPE IV, 10 INCH		\$ -
28	44201329	1,313	SQ YD	CLASS C PATCHES, TYPE II, 8 INCH		\$ -
29	44201333	437	SQ YD	CLASS C PATCHES, TYPE III, 8 INCH		\$ -
30	44201335	770	SQ YD	CLASS C PATCHES, TYPE IV, 8 INCH		\$ -

## CONTRACTOR: \_\_\_\_\_

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

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SECTION NO.: 16-PPRPS-00-PV

## SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	44201741	919	SQ YD	CLASS D PATCHES, TYPE II, 8 INCH		\$ -
32	44201745	919	SQ YD	CLASS D PATCHES, TYPE III, 8 INCH		\$ -
33	44201747	460	SQ YD	CLASS D PATCHES, TYPE IV, 8 INCH		\$ -
34	45200300	16,835	POUND	JOINT OR CRACK FILLING		\$ -
35	48101500	1,125	SQ YD	AGGREGATE SHOULDERS, TYPE B 6"		\$ -
36	48203021	992	SQ YD	HOT-MIX ASPHALT SHOULDERS, 6"		\$ -
37	55100200	37	FOOT	STORM SEWER REMOVAL 6"		\$ -
38	60253000	1	EACH	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME, OPEN LID		\$ -
39	60254330	3	EACH	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 23 FRAME AND GRATE		\$ -
40	60404940	2	EACH	FRAMES AND GRATES, TYPE 23		\$ -
41	60600605	1,010	FOOT	CONCRETE CURB, TYPE B		\$ -
42	60603800	2,376	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12		\$ -
43	60604400	619	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18		\$ -
44	60605000	1,488	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24		\$ -
45	60608582	15	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.24		\$ -
46	60609200	200	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12		\$ -
47	63000001	613	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS		\$ -
48	63100167	1	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT		\$ -
49	63100169	1	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) FLARED		\$ -
50	63200310	1,753	FOOT	GUARDRAIL REMOVAL		\$ -
51	66900200	28	CU YD	NON-SPECIAL WASTE DISPOSAL		\$ -
52	66900450	1	LSUM	SPECIAL WASTE PLANS AND REPORTS		\$ -
53	66900530	11	EACH	SOIL DISPOSAL ANALYSIS		\$ -
54	70300520	7,380	FOOT	PAVEMENT MARKING TAPE, TYPE III 4"		\$ -
55	72000100	68	SQ FT	SIGN PANEL - TYPE 1		\$ -
56	72400100	4	EACH	REMOVE SIGN PANEL ASSEMBLY - TYPE A		\$ -
57	72400500	2	EACH	RELOCATE SIGN PANEL ASSEMBLY - TYPE A		\$ -
58	72501000	2	EACH	TERMINAL MARKER - DIRECT APPLIED		\$ -
59	72800100	255	FOOT	TELESCOPING STEEL SIGN SUPPORT		\$ -
60	73100100	4	EACH	BASE FOR TELESCOPING STEEL SIGN SUPPORT		\$ -

CONTRACTOR:

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

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SECTION NO.: 16-PPRPS-00-PV

SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	78200005	9	EACH	GUARDRAIL REFLECTORS, TYPE A		\$ -
62	78009000	1,474	SQ FT	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS		\$ -
63	78009004	59,514	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"		\$ -
64	78009006	4,259	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"		\$ -
65	78009012	4,167	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"		\$ -
66	78009024	743	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"		\$ -
67	78100100	183	EACH	RAISED REFLECTIVE PAVEMENT MARKER		\$ -
68	78300200	56	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL		\$ -
69	87900200	3	EACH	DRILL EXISTING HANDHOLE		\$ -
70	X7015005	840	CAL DA	CHANGEABLE MESSAGE SIGN		\$ -
71	Z0033700	40,999	FOOT	LONGITUDINAL JOINT SEALANT		\$ -
72	CCDOTH	23	EACH	CATCH BASINS TO BE CLEANED		\$ -
73	CCDOTH	284	SQ YD	CLASS C PATCHES, SPECIAL 10 INCH		\$ -
74	CCDOTH	12	FOOT	CONCRETE FOUNDATION, TYPE A		\$ -
75	CCDOTH	11	FOOT	CUTTING HOT - MIX ASPHALT PAVEMENT (FULL DEPTH )		\$ -
76	CCDOTH	1,805	FOOT	CUTTING HOT - MIX ASPHALT SURFACE		\$ -
77	CCDOTH	1,750	FOOT	DETECTOR LOOP, TYPE I		\$ -
78	CCDOTH	24,273	SQ YD	DIAMOND GRINDING CONCRETE PAVEMENT		\$ -
79	CCDOTH	12	CAL MO	ENGINEER'S FIELD OFFICE, TYPE A		\$ -
80	CCDOTH	4,500	FOOT	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR		\$ -
81	CCDOTH	500	FOOT	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C		\$ -
82	CCDOTH	190	SQ FT	ERADICATION OF EXISTING PAVEMENT MARKING		\$ -
83	CCDOTH	44	EACH	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)		\$ -
84	CCDOTH	9	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION		\$ -
85	CCDOTH	34	TON	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS		\$ -
86	CCDOTH	1	EACH	MODIFYING EXISTING CONTROLLER CABINET		\$ -
87	CCDOTH	33	SQ YD	PAVEMENT REPLACEMENT		\$ -
88	CCDOTH	8	EACH	PEDESTRIAN PUSH-BUTTON		\$ -
89	CCDOTH	3	EACH	PEDESTRIAN PUSH-BUTTON POST, GALVANIZED STEEL, TYPE A		\$ -

## CONTRACTOR: \_\_\_\_\_

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE -  
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 AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT  
 STATE STREET.

SECTION NO.: 16-PPRPS-00-PV.

## SCHEDULE OF PRICES

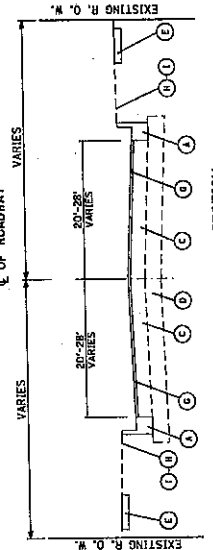
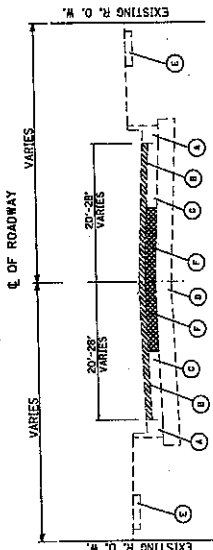
ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
90	CCDOTH	1	LSUM	RAILROAD FLAGGER		\$ -
91	CCDOTH	1	LSUM	RAILROAD PROTECTIVE LIABILITY INSURANCE		\$ -
92	CCDOTH	3	EACH	REBUILD EXISTING HANDHOLE		\$ -
93	CCDOTH	1	EACH	REBUILD EXISTING HEAY DUTY HANDHOLE		\$ -
94	CCDOTH	1	EACH	REBUILD EXISTING DOUBLE HANDHOLE		\$ -
95	CCDOTH	1	EACH	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT		\$ -
96	CCDOTH	524	SQ YD	SODDING		\$ -
97	CCDOTH	37	FOOT	STORM SEWERS, DUCTILE IRON PIPE 6"		\$ -
98	CCDOTH	3	EACH	SURVEY MONUMENTS		\$ -
99	CCDOTH	1,836	FOOT	TEMPORARY BUTT JOINTS		\$ -
100	CCDOTH	70	FOOT	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.		\$ -
101	CCDOTH	2	EACH	WATER VALVE BOXES TO BE ADJUSTED		\$ -
102	CCDOTH	1	LSUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS		\$ -
103	CCDOTH	1	LSUM	TRAFFIC PROTECTION		\$ -
104	CCDOTH	100,000	UNIT	CONTRACT EXTRA WORK	\$ 1.00	\$ 100,000.00
<b>TOTAL</b>						

## Attachment 4



BILL OF MATERIALS

ITEM#	PAY CODE	PAY ITEM	UNIT	SP	QUANTITY
1	20000100	EARTH EXCAVATION	CUYD		19
2	20800150	TRENCH BACKFILL	CUYD		17
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ.YD		167
4	25000400	NITROGEN FERTILIZER NUTRIENT	POUND		1.9
5	25000500	PHOSPHORUS FERTILIZER NUTRIENT	POUND		1.9
6	25000600	POTASSIUM FERTILIZER NUTRIENT	POUND		1.9
7	25200000	SUPPLEMENTAL WATERING	UNIT		6.0
8	28000510	INLET FILTERS	EACH		37
9	31101400	SUBBASE GRANULAR MATERIAL, TYPE B 6"	SQ.YD		504
10	35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ.YD		356
11	40000290	BITUMINOUS MATERIALS (TACK COAT)	POUND		9,546
12	40003340	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON		(2,376)
13	42000060	WELDED WIRE REINFORCEMENT	SQ.YD		1,207
14	42001300	PROTECTIVE COAT	SQ.YD		63
15	42000200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ.FT		3,072
16	42000800	DETECTABLE WARNINGS	SQ.FT		226
17	44000150	HOT-MIX ASPHALT SURFACE REMOVAL (1 1/2")	SQ.YD		21,213
18	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT		1,393
19	44000600	SIDEWALK REMOVAL	SQ.FT		2,953
20	44201325	CLASS C PATCHES, TYPE II, 8 INCH	SQ.YD		1,313
21	44201333	CLASS C PATCHES, TYPE III, 8 INCH	SQ.YD		497
22	44201335	CLASS C PATCHES, TYPE IV, 8 INCH	SQ.YD		770
23	45200500	JOINT OR CRACK FILLING	FOOT		13,080
24	55100200	STORM SEWER REMOVAL 6"	FOOT		37
25	60250000	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 3 FRAME, OPEN	EACH		1
26	60254300	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 23 FRAME AND	EACH		2
27	60404940	FRAMES AND GRATES, TYPE 23	EACH		3
28	60603800	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT		648
29	60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT		563
30	60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT		382
31	66900200	NON-SPECIAL WASTE DISPOSAL	CUYD		21
32	66900450	SPECIAL WASTE PLANS AND REPORTS	LSUM		0.4
33	66900500	SOIL DISPOSAL ANALYSIS	EACH		8
34	70000520	PAVEMENT MARKING TAPE, TYPE III 4"	FOOT		1,378
35	72000100	SIGN PANEL - TYPE 1	SQ.FT		7
36	72000100	TELESCOPING STEEL SIGN SUPPORT	FOOT		33
37	78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ.FT		362
38	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT		7,447
39	78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT		605
40	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT		405
41	78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT		195
42	78009026	CHANGABLE MESSAGE SIGN	CALDA		120
43	78009030	LONGITUDINAL JOINT SEALANT	FOOT		13,080
44	CC00TH	CATCH BASINS TO BE CLEANED	EACH		22
45	CC00TH	CUTTING HOT - MIX ASPHALT SURFACE	FOOT		545
46	CC00TH	DETECTOR LOOP, TYPE I	FOOT		200
47	CC00TH	ENGINEERS FIELD OFFICE, TYPE A	FOOT		3
48	CC00TH	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14, 1 PAIR	FOOT		500
49	CC00TH	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH		2
50	CC00TH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH		1
51	CC00TH	MIXTURE FOR CRACKS, JOINTS, AND FLANGWAYS	TON		11
52	CC00TH	PAVEMENT REPLACEMENT	SQ.YD		33
53	CC00TH	REBUILD EXISTING HANDHOLE	EACH		3
54	CC00TH	REBUILD EXISTING HEAVY DUTY HANDHOLE	EACH		1
55	CC00TH	SODDING	SQ.YD		167
56	CC00TH	STORMSEWERS, DUCTILE IRON PIPE 6"	FOOT		37
57	CC00TH	TEMPORARY BUT JOINTS	FOOT		545



LEGEND:

- (A) EXISTING COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12, TYPE B-6.18 OR TYPE B-6.24 REMOVAL AND REPLACEMENT AT THE DIRECTION OF ENGINEER
- (B) EXISTING HMA SURFACE TO BE REMOVED (1 1/2")
- (C) EXISTING CONCRETE BASE COURSE
- (D) EXISTING AGGREGATE SUBBASE
- (E) PORTLAND CEMENT CONCRETE SIDEWALKS, 5 IN. REMOVAL AND REPLACEMENT AS REQUIRED TO ADJUST ADA RAMP
- (F) CLASS C PATCHES, 8 IN. LOCATION TO BE DETERMINED BY THE ENGINEER
- (G) PROPOSED HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NYC 3.1N
- (H) TOPSOIL FURNISH AND PLACE, (4 IN.) AS REQUIRED
- (I) SODDING AS REQUIRED
- (L) EXISTING SIDEWALK REMOVAL

HOT-MIX ASPHALT MIXTURE REQUIREMENTS  
MIXTURE TYPE: AIR Voids & Moist  
MIX "D", NYC 3.1N

NOTES:  
1. THE MIXTURE QUANTITIES TO BE CALCULATED AT ALL HMA SURFACE MIXTURE QUANTITIES IS 12 LBS/SY/IN.  
2. THE MIXTURE TYPE FOR PAVEMENTED HMA MIXES SHALL BE "NYC 3.1N" AND FOR NON-PAVEMENTED HMA MIXES SHALL BE "NYC 3.1N".  
3. FOR RECYCLED MATERIALS SEE SPECIAL PROVISIONS.

C-12 : R1

SHEET 362 OF 146

COUNTY OF COOK  
DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017  
EBERRY AVENUE/EAST AVENUE - 47TH STREET TO GARDEN AVENUE (IL ROUTE 34)  
TYPICAL CROSS SECTIONS AND BILL OF MATERIALS

DATE: 10/16/2017  
DESIGNED BY: [REDACTED]  
CHECKED BY: [REDACTED]  
APPROVED BY: [REDACTED]

## Attachment 5

SUMMARY OF QUANTITIES

ITEM NO.	ITEM CODE	DESCRIPTION	UNIT	QTY	TOTAL QUANTITY	UNIT PRICE	AMOUNT	PERCENTAGE	REMARKS
1	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...
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6	...	...	...	...	...	...	...	...	...
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31	...	...	...	...	...	...	...	...	...
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100	...	...	...	...	...	...	...	...	...

COUNTY OF COOK DEPARTMENT OF TRANSPORTATION AND HIGHWAYS		COMPUTED BY CHECKED DATE	REVISED BY DATE
COUNTY HIGHWAY: 301	FISCAL YEAR: 2017	SECTION: 14-PRE-05-PT	DATE: 10/17/17
SUMMARY OF QUANTITIES		PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017	

## Attachment 6

CONTRACTOR: \_\_\_\_\_

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

Addendum No. 1

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

**SCHEDULE OF PRICES**

ITEM NO.	PAY CODE	QUANTITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	20200100	155	CU YD	EARTH EXCAVATION		\$ -
2	20800150	17	CU YD	TRENCH BACKFILL		\$ -
3	21101615	524	SQ YD	TOPSOIL FURNISH AND PLACE, 4"		\$ -
4	25000400	6.3	POUND	NITROGEN FERTILIZER NUTRIENT		\$ -
5	25000500	6.3	POUND	PHOSPHORUS FERTILIZER NUTRIENT		\$ -
6	25000600	6.3	POUND	POTASSIUM FERTILIZER NUTRIENT		\$ -
7	25200200	21	UNIT	SUPPLEMENTAL WATERING		\$ -
8	28000510	152	EACH	INLET FILTERS		\$ -
9	31101000	174	TON	SUBBASE GRANULAR MATERIAL, TYPE B		\$ -
10	31101400	2,398	SQ YD	SUBBASE GRANULAR MATERIAL, TYPE B 6"		\$ -
11	35101600	921	SQ YD	AGGREGATE BASE COURSE, TYPE B 4"		\$ -
12	40600290	52,802	POUND	BITUMINOUS MATERIALS (TACK COAT)		\$ -
13	40600625	112	TON	LEVELING BINDER (MACHINE METHOD), N50		\$ -
14	40603085	6,055	TON	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70		\$ -
15	40603340	7,086	TON	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70		\$ -
16	42000060	2,429	SQ YD	WELDED WIRE REINFORCEMENT		\$ -
17	42001300	2,276	SQ YD	PROTECTIVE COAT		\$ -
18	42400200	8,023	SQ FT	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH		\$ -
19	42400800	646	SQ FT	DETECTABLE WARNINGS		\$ -
20	44000156	21,213	SQ YD	HOT-MIX ASPHALT SURFACE REMOVAL, 1 3/4"		\$ -
21	44000165	48,062	SQ YD	HOT-MIX ASPHALT SURFACE REMOVAL, 4"		\$ -
22	44000300	1,010	FOOT	CURB REMOVAL		\$ -
23	44000500	4,715	FOOT	COMBINATION CURB AND GUTTER REMOVAL		\$ -
24	44000600	8,473	SQ FT	SIDEWALK REMOVAL		\$ -
25	44200970	1,224	SQ YD	CLASS B PATCHES, TYPE II, 10 INCH		\$ -
26	44200974	774	SQ YD	CLASS B PATCHES, TYPE III, 10 INCH		\$ -
27	44200976	448	SQ YD	CLASS B PATCHES, TYPE IV, 10 INCH		\$ -
28	44201329	1,313	SQ YD	CLASS C PATCHES, TYPE II, 8 INCH		\$ -
29	44201333	437	SQ YD	CLASS C PATCHES, TYPE III, 8 INCH		\$ -
30	44201335	770	SQ YD	CLASS C PATCHES, TYPE IV, 8 INCH		\$ -

## CONTRACTOR: \_\_\_\_\_

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

Addendum No. 1

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

## SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUANTITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
31	44201741	919	SQ YD	CLASS D PATCHES, TYPE II, 8 INCH		\$ -
32	44201745	919	SQ YD	CLASS D PATCHES, TYPE III, 8 INCH		\$ -
33	44201747	460	SQ YD	CLASS D PATCHES, TYPE IV, 8 INCH		\$ -
34	45200300	16,835	POUND	JOINT OR CRACK FILLING		\$ -
35	48101500	1,125	SQ YD	AGGREGATE SHOULDERS, TYPE B 6"		\$ -
36	48203021	992	SQ YD	HOT-MIX ASPHALT SHOULDERS, 6"		\$ -
37	55100200	37	FOOT	STORM SEWER REMOVAL 6"		\$ -
38	60253000	1	EACH	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME, OPEN LID		\$ -
39	60254330	3	EACH	CATCH BASINS TO BE RECONSTRUCTED WITH NEW TYPE 23 FRAME AND GRATE		\$ -
40	60404940	2	EACH	FRAMES AND GRATES, TYPE 23		\$ -
41	60600605	1,010	FOOT	CONCRETE CURB, TYPE B		\$ -
42	60603800	2,376	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12		\$ -
43	60604400	619	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18		\$ -
44	60605000	1,488	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24		\$ -
45	60608582	15	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-4.24		\$ -
46	60609200	200	FOOT	COMBINATION CONCRETE CURB AND GUTTER, TYPE M-6.12		\$ -
47	63000001	613	FOOT	STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT POSTS		\$ -
48	63100167	1	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) TANGENT		\$ -
49	63100169	1	EACH	TRAFFIC BARRIER TERMINAL, TYPE 1 (SPECIAL) FLARED		\$ -
50	63200310	1,753	FOOT	GUARDRAIL REMOVAL		\$ -
51	66900200	28	CU YD	NON-SPECIAL WASTE DISPOSAL		\$ -
52	66900450	1	LSUM	SPECIAL WASTE PLANS AND REPORTS		\$ -
53	66900530	11	EACH	SOIL DISPOSAL ANALYSIS		\$ -
54	70300520	7,380	FOOT	PAVEMENT MARKING TAPE, TYPE III 4"		\$ -
55	72000100	68	SQ FT	SIGN PANEL - TYPE 1		\$ -
56	72400100	4	EACH	REMOVE SIGN PANEL ASSEMBLY - TYPE A		\$ -
57	72400500	2	EACH	RELOCATE SIGN PANEL ASSEMBLY - TYPE A		\$ -
58	72501000	2	EACH	TERMINAL MARKER - DIRECT APPLIED		\$ -
59	72800100	255	FOOT	TELESCOPING STEEL SIGN SUPPORT		\$ -
60	73100100	4	EACH	BASE FOR TELESCOPING STEEL SIGN SUPPORT		\$ -

CONTRACTOR: \_\_\_\_\_

PROJECT: PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

Addendum No. 1

LIMITS: 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/FRONTAGE ROAD - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

SECTION NO.: 16-PPRPS-00-PV

SCHEDULE OF PRICES

ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
61	78200005	9	EACH	GUARDRAIL REFLECTORS, TYPE A		\$ -
62	78009000	1,474	SQ FT	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS		\$ -
63	78009004	59,514	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"		\$ -
64	78009006	4,259	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"		\$ -
65	78009012	4,167	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"		\$ -
66	78009024	743	FOOT	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"		\$ -
67	78100100	183	EACH	RAISED REFLECTIVE PAVEMENT MARKER		\$ -
68	78300200	56	EACH	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL		\$ -
69	87900200	3	EACH	DRILL EXISTING HANDHOLE		\$ -
70	X7015005	840	CAL DA	CHANGEABLE MESSAGE SIGN		\$ -
71	Z0033700	40,999	FOOT	LONGITUDINAL JOINT SEALANT		\$ -
72	CCDOTH	23	EACH	CATCH BASINS TO BE CLEANED		\$ -
73	CCDOTH	284	SQ YD	CLASS C PATCHES, SPECIAL 10 INCH		\$ -
74	CCDOTH	12	FOOT	CONCRETE FOUNDATION, TYPE A		\$ -
75	CCDOTH	11	FOOT	CUTTING HOT - MIX ASPHALT PAVEMENT (FULL DEPTH )		\$ -
76	CCDOTH	1,805	FOOT	CUTTING HOT - MIX ASPHALT SURFACE		\$ -
77	CCDOTH	1,750	FOOT	DETECTOR LOOP, TYPE I		\$ -
78	CCDOTH	24,273	SQ YD	DIAMOND GRINDING CONCRETE PAVEMENT		\$ -
79	CCDOTH	12	CAL MO	ENGINEER'S FIELD OFFICE, TYPE A		\$ -
80	CCDOTH	4,500	FOOT	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR		\$ -
81	CCDOTH	500	FOOT	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C		\$ -
82	CCDOTH	190	SQ FT	ERADICATION OF EXISTING PAVEMENT MARKING		\$ -
83	CCDOTH	44	EACH	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)		\$ -
84	CCDOTH	9	EACH	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION		\$ -
85	CCDOTH	34	TON	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS		\$ -
86	CCDOTH	1	EACH	MODIFYING EXISTING CONTROLLER CABINET		\$ -
87	CCDOTH	33	SQ YD	PAVEMENT REPLACEMENT		\$ -
88	CCDOTH	8	EACH	PEDESTRIAN PUSH-BUTTON		\$ -
89	CCDOTH	3	EACH	PEDESTRIAN PUSH-BUTTON POST, GALVANIZED STEEL, TYPE A		\$ -

**CONTRACTOR:** \_\_\_\_\_**PROJECT:** PAVEMENT PRESERVATION AND REHABILITATION PROGRAM - SOUTH 2017

Addendum No. 1

**LIMITS:** 139TH STREET - WESTERN AVENUE TO THORNTON ROAD, CENTRAL AVENUE - 127TH STREET TO IL ROUTE 83, 84TH AVENUE - NIELSEN DRIVE TO 171ST STREET, RIDGELAND AVENUE/Frontage Road - 129TH PLACE TO 127TH PLACE, EBERLY AVENUE/EAST AVENUE - OGDEN AVENUE (IL ROUTE 43) TO 47TH STREET, KEDZIE AVENUE - 139TH STREET TO 135TH STREET, JOE ORR ROAD AT STATE STREET.

**SECTION NO.:** 16-PPRPS-00-PV**SCHEDULE OF PRICES**

ITEM NO.	PAY CODE	QUAN-TITY	UNIT	PAY ITEM	UNIT COST	TOTAL COST
90	CCDOETH	1	LSUM	RAILROAD FLAGGER		\$ -
91	CCDOETH	1	LSUM	RAILROAD PROTECTIVE LIABILITY INSURANCE		\$ -
92	CCDOETH	3	EACH	REBUILD EXISTING HANDHOLE		\$ -
93	CCDOETH	1	EACH	REBUILD EXISTING HEAVY DUTY HANDHOLE		\$ -
94	CCDOETH	1	EACH	REBUILD EXISTING DOUBLE HANDHOLE		\$ -
95	CCDOETH	1	EACH	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT		\$ -
96	CCDOETH	524	SQ YD	SODDING		\$ -
97	CCDOETH	37	FOOT	STORM SEWERS, DUCTILE IRON PIPE 6"		\$ -
98	CCDOETH	3	EACH	SURVEY MONUMENTS		\$ -
99	CCDOETH	1,836	FOOT	TEMPORARY BUTT JOINTS		\$ -
100	CCDOETH	70	FOOT	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.		\$ -
101	CCDOETH	2	EACH	WATER VALVE BOXES TO BE ADJUSTED		\$ -
102	CCDOETH	1	LSUM	CONSTRUCTION LAYOUT STAKES AND SURVEY CONTROL POINTS		\$ -
103	CCDOETH	1	LSUM	TRAFFIC PROTECTION		\$ -
104	CCDOETH	100,000	UNIT	CONTRACT EXTRA WORK	\$ 1.00	\$ 100,000.00
<b>TOTAL</b>						<b>\$ 100,000.00</b>