

BIDDER: Western Remac, Inc.

CONTRACT FOR SERVICE

**DOCUMENT NO. 13-53-054
SECTION 13-8SPAM-34-GM**



**SIGN PANEL ASSEMBLY MAINTENANCE
FOR
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

**BIDS TO BE EXECUTED IN TRIPPLICATE
BID OPENING WILL BE ON FRIDAY, AUGUST 9, 2013 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL, 60602**

**CONTACT: KEVIN CASEY SPECIFICATION ENGINEER, AT 312-603-6830
EMAIL: kevin.casey@cookcountyil.gov**

ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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**REVISED COVER PAGE
7/22/13**

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
IB-01	Definitions	IB-1
IB-02	Preparation of Bid Proposals	IB-1
IB-03	Site Inspection Certificate	IB-1
IB-04	Bid Deposit	IB-2
IB-05	Exceptions	IB-2
IB-06	Bidder Warranties	IB-2
IB-07	Submission of Bid Proposals	IB-3
IB-08	Bid Proposals to Conform to Requirements of Legal Advertising	IB-3
IB-09	Competency of Bidder	IB-3
IB-10	Local Business Preference	IB-3
IB-11	Consideration of Bid Proposals	IB-3
IB-12	Withdrawal of Bid Proposals	IB-4
IB-13	Acceptance of Bid Proposals	IB-4
IB-14	Performance and Payment Bond	IB-4
IB-15	Prices Firm	IB-4
IB-16	Cash Billing Discounts	IB-4
IB-17	Catalogs	IB-4
IB-18	Authorized Dealer/Distributor	IB-4
IB-19	Trade Names	IB-5
IB-20	Samples	IB-5
IB-21	Notices	IB-5
IB-22	Compliance with Laws - Public Contracts	IB-5
IB-23	Cooperation with Inspector General	IB-5

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **CHIEF PROCUREMENT OFFICER** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) execution pages, all with original signatures in the back of the document. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

IB-03 SITE INSPECTION CERTIFICATE

When required in the legal advertisement or the Special Conditions, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by County.

IB-04 BID DEPOSIT

When required in the legal advertisement, the Bid Proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid Proposal and such Bid Proposal shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all bidders will be returned, with the exception of the Contractor, after the County has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Chief Procurement Officer a written request for a deviation or exception prior to the date and time of Bid Opening. If the Chief Procurement Officer considers such deviation or exception acceptable, the Chief Procurement Officer shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

Chief Procurement Officer
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference the Project Title and Contract Number)

IB-06 BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid Proposal.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

The County will not entertain or consider any Bid Proposals: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement therefore.

IB-09 COMPETENCY OF BIDDER

No Bid Proposal will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

**IB-10 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

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

IB-11 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Contract Documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-12 WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

IB-13 ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Chief Procurement Officer any documents required herein.

IB-14 PERFORMANCE AND PAYMENT BOND

When required in the legal advertisement or Special Conditions, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the County Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-15 PRICES FIRM

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in these Contract Documents.

IB-16 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bid Proposals.

IB-17 CATALOGS

Each Bidder shall submit in TRIPPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

The Bidder must be: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. Further, the Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

IB-19 TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder. The County reserves the right to review and award alternate Contracts, if the commodity and/or service is suitable to its requirement.

The reference to the above catalog is intended to be descriptive and not restrictive and to indicate to the prospective Bidder articles that shall be satisfactory. Bid Proposals on other makes and catalogs shall be considered, provided each Bidder states on the face of the Bid Proposal exactly what is being proposed to be furnished or forwards with the Bid Proposal an illustration, or other descriptive matter which shall clearly indicate the character of the article covered by the Bid Proposal.

The County reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from Specifications but which may comply substantially.

IB-20 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer or the Director to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-21 NOTICES

All communications and notices between the County and Bidders regarding the Contract Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of Cook County government subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the Chief Procurement Officer in writing and necessary changes shall be effected by appropriate modification.

IB-23 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

**GENERAL CONDITIONS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-01	Subcontracting or Assignment of Contract or Contract Funds	GC-1
GC-02	Indemnification	GC-1
GC-03	Inspection and Responsibility	GC-1
GC-04	Payment	GC-1
GC-05	Prepaid Fees	GC-1
GC-06	Taxes	GC-2
GC-07	Price Reduction	GC-2
GC-08	Contractor Credits	GC-2
GC-09	Disputes	GC-2
GC-10	Modifications and Amendments	GC-2
GC-11	Default	GC-3
GC-12	County's Remedies	GC-3
GC-13	Contractor's Remedies	GC-3
GC-14	Delays	GC-3
GC-15	Insurance Requirements	GC-4/6
GC-16	Patents, Copyrights and Licenses	GC-6
GC-17	Compliance with Laws	GC-6
GC-18	Delivery	GC-6
GC-19	MBE/WBE Cook County Ordinance	GC-7/10
GC-20	Material Safety Data Sheet	GC-10
GC-21	Conduct of the Contractor	GC-10
GC-22	Accident Reports	GC-11
GC-23	Use of Premises	GC-11
GC-24	General Notice	GC-11
GC-25	Termination for Convenience	GC-11

**GENERAL CONDITIONS
BID CONTRACTS
INDEX**

<u>Section</u>	<u>Subject</u>	<u>Page</u>
GC-26	Guarantees and Warranties	GC-11
GC-27	Standard of Contract Goods	GC-12
GC-28	Confidentiality And Ownership Of Documents	GC-12
GC-29	Quantities	GC-12
GC-30	Audit; Examination of Records	GC-12
GC-31	Governing Law	GC-13
GC-32	Cooperation with Inspector General	GC-13
GC-33	Waiver	GC-13
GC-34	Entire Agreement	GC-13
GC-35	Force Majeure	GC-13
GC-36	Governmental Joint Purchasing Agreement	GC-13
GC-37	Cooperative Purchasing	GC-13
GC-38	Federal Clauses	GC-14/21
GC-39	Contract Interpretation	GC-22

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with a County Voucher Form.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or Contract Good to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such service or Contract Good not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0036K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-07 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-15 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

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. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

- (1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-15 INSURANCE REQUIREMENTS (CONT.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

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.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-18 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

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 a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- 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 stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, 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 GC-19, 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 GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

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 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.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator'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 pages EDS-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook
Small Business Administration 8A Program
Illinois Unified Certification Program
or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Administrator 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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

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 is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with 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. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

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 Administrator 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) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

1. If the Contract Compliance Administrator 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 Administrator 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.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

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 GC-19, 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.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

GC-26 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

GC-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-31 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-34 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-38 FEDERAL CLAUSES

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

- (a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.
- (b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

- (a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.
- (b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

- (a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

GC-38 FEDERAL CLAUSES (CON'T.)

- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
 - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GC-38 FEDERAL CLAUSES (CON'T.)

5. **Records and Audits**

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. **Environmental Requirements**

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

GC-38 FEDERAL CLAUSES (CON'T.)

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. **Cargo Preference - Use of United States Flag Vessels**

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

9. **Fly America**

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

GC-38 FEDERAL CLAUSES (CON'T.)

10. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

11. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

GC-38 FEDERAL CLAUSES (CON'T.)

13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

GC-38 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

GC-38 FEDERAL CLAUSES (CON'T.)

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

GC-39 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

END OF SECTION

SPECIAL CONDITIONS**SC-01 SCOPE**

The Contractor shall furnish SIGN PANEL ASSEMBLY MAINTENANCE for COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a twenty-four (24) month contract, with three, one (1) year renewal options effective after award by the Board of Commissioners and after proper execution of the Contract Documents. The contract will consist of a firm price for twenty-four (24) months. After the initial twenty-four (24) month period, and for the renewal options either the Contractor or the County shall be entitled to request an annual price adjustment which shall be calculated in the manner provided for in Special Condition SC-08 of this document, and are at the discretion of the Chief Procurement Officer.

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration.

SC-03 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the request for sealed bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the request for sealed bid. Ambiguous bids which are uncertain as to terms, delivery, quantity or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, options and/or alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result for this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than twenty-five percent (25%) MBE and ten percent (10%) WBE of the awarded contract price for the work to be performed.

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued the MBE/WBE goals to this Project. The bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response will (may) be deemed non-responsive and will not be considered for award.

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as a M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purpose of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SPECIAL CONDITIONS

SC-05 PRE-BID CONFERENCE

The County will hold a Pre-Bid Conference at the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, IL 60602. Representatives from the Procurement Department and Cook County Department Of Transportation And Highways will comprise the panel to respond to answer any questions regarding Sign Panel Assembly Maintenance and Invitation to Bid procedures. It is not mandatory that the Contractors attend this Pre-Bid Conference, however it is highly recommended. No additional allowances will be granted because of lack of knowledge of such conditions.

Prospective Proposers must respond to Kevin Casey at 312-603-6830 or email kevin.casey@cookcountyil.gov before Tuesday, July 9, 2013 at 10:00 A.M. Central Time, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference will be held on:

DATE: Wednesday, July 10, 2013
TIME: 1:00 P.M. Central Time
PLACE: Office of the Chief Procurement Officer
 118 North Clark Street, Room 1018
 Chicago, IL 60602

SC-06 INQUIRES

A copy of any written request for interpretation of documents shall be provided to the Office of Chief Procurement Officer at the address set forth below.

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. Monday, July 15, 2013. Inquiries will be answered by the close of business on Friday, July 19, 2013.**

During the bid process, all inquiries must be directed, in writing, only to the Office of the Cook County Chief Procurement Officer as follows:

Shannon Andrews, Cook County Chief Procurement Officer
c/o Kevin Casey, Specifications Engineer
118 N. Clark Street, Room 1018
Chicago, IL 60602
Or via email to kevin.casey@cookcountyil.gov

SC-07 NOTIFICATION

Do not service until notified by the Using Department.

SPECIAL CONDITIONS

SC-08 PRICE ADJUSTMENT

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the first twenty-four (24) months of the Contract. The County shall notify the contractor with its intent to exercise the option year prior to the expiration of the initial 24 month terms and subsequent years, if applicable. If the County exercises the renewal option year(s), the Contractor shall be entitled to an annual price adjustment every twelve (12) months after the base years.

Price adjustments shall be based on the Construction Cost Index (CCI) for the City of Chicago published by the Engineering News Record.

The 1st annual price (3rd year) increase will be calculated by taking the average index of the 2nd year then divide by the average index of the 1st year.

The 2nd annual price (4th year) increase will be calculated by taking the average index of the 3rd year then divide by the average index of the 2nd year.

The 3rd annual price (5th year) increase will be calculated by taking the average index of the 4th year then divide by the average index of the 3rd year.

The CCI figures will be carried to two (2) decimal places ONLY, with no rounding off to the next digit. The final New Cost per Item will be rounded to two decimal places.

Formula:

$$\frac{\text{Average of twelve months CCI of the current year}}{\text{Average of twelve months CCI of the prior year}} = \text{percentage}$$

Percentage x price = new price

Each new price will be the basis for the preceding annual increase

This formula shall be the basis for determining the cost per item for the term of any extension or contract renewal. However, if the percentage yield from the formula is a decrease, the initial bid price or new price of the previous year will remain.

Please see example on next page.

SPECIAL CONDITIONS

SC-08 PRICE ADJUSTMENT

EXAMPLE:

1	July 2013	12846.23
2	Aug 2013	12854.76
3	Sep 2013	12925.54
4	Oct 2013	13025.33
5	Nov 2013	12915.42
6	Dec 2013	13025.32
7	Jan 2014	13115.56
8	Feb 2014	13152.56
9	March 2014	13176.25
10	April 2014	13182.32
11	May 2014	13212.21
12	June 2014	13214.21
	Total/Avg.	156645.7 / 13053.81

13	July 2014	13216.83
14	August 2014	13213.74
15	September 2014	13213.24
16	October 2014	13579.24
17	November 2014	13566.82
18	December 2014	13556.32
19	January 2015	13559.32
20	February 2015	13558.32
21	March 2015	13547.07
22	April 2015	13552.82
23	May 2015	13575.17
24	June 2015	13575.26
	Total/Avg.	161714.2 / 13476.18

Year 2 CCI average 13476.18

Year 1 CCI average 13053.81

Increase Percentage
for year 3: 1.032356

\$3.00	=	Current Item Price
13053.81	=	Average CCI on twelve months on Year 2
13476.18	=	Average CCI on twelve months on Year 1
1.032356	=	Increase
<u>(13053.81)</u>	=	1.032356% Increase
(13476.18)		

$\$3.00 \times 1.032356 = 3.097068$

SC-09 PREVALING WAGES

Prevailing wage rates shall comply with Section 2 of the "Prevailing Wage Act-Illinois Revised Statues Chapter 48, Paragraph 395-1 et.seq." The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work. For a list of the currently available prevailing wages, see Pages SC-4 and SC-5.

SC-10 PERFORMANCE BOND

The Contractor shall provide a Performance and Payment Bond in conformation with Instructions to Bidders, IB-14. The Bond required for this contract shall be equal to 100% of the anticipated contract cost for one year, and shall have a one-year term. The contractor shall renew the Bond on or before the Anniversary Date for each successive year of the contract. The "anticipated contract cost for one year" shall be calculated as one-half of the total bid amount. Annual renewal bonds shall fully comply with the requirements of IB-14 and shall be submitted to the Chief Procurement Officer. Failure to furnish bond renewal on or before the anniversary dates as herein required shall constitute default by the Contractor.

SC-11 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 (5%) of the amount bid, or for the amount specified in the following schedule:

	<u>Amount Bid</u>	<u>Proposal Guaranty</u>
Up to	\$5,000	\$150
\$5,000	\$10,000	\$300
\$10,000	\$150,000	\$1,000
\$50,000	\$100,000	\$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.

SPECIAL CONDITIONS

Cook County Prevailing Wage for July 2013

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC	BLD			34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON	ALL			42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER	BLD			34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.	BLD			37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN	ALL			34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN	ALL			42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR	ALL			34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER	BLD			39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR	BLD			45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST	BLD			43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON	BLD			39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I	ALL			27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II	ALL			32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER	BLD 1			46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 2			44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 3			42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 4			40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 5			49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 6			47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 7			49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 5			52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 1			44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 2			43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 3			41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 4			40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 5			39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 6			47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 7			45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER	ALL			42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER	ALL			40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER	BLD			40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER	BLD			45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD			38.350	41.350	1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER	BLD			41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
SIGN HANGER	BLD			30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	10.75	8.350	0.000	0.450
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD			40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD			35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD			39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD			41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY			28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000

SPECIAL CONDITIONS

Cook County Prevailing Wage for July 2013

TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD			40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

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
HIGHWAY**

BID FOR: Document 13-53-054 / Section 13-8SPAM-34-GM
Sign Panel Assembly Maintenance for Cook County Dept. of Transportation and Highways

BID OPENING DATE: 08/09/2013 10:00 AM

**We deposit (subject to all condition of said proposal) the following
described deposit check:**

Cashier's Check Bank Draft Bid Bond Other

Drawn on: _____ of _____
Bank City State

Draft or Check Number: _____ **Date:** _____

Amount: \$ 5% Bid Bond

Submitted by: Western Remac, Inc.
Bidder
1740 Internationale Parkway
Street Address
Woodridge, IL 60517
City State Zip Code

DO NOT WRITE IN THE SPACES BELOW

The above described Deposit Check is:

<input type="checkbox"/> Held _____	Date _____
<input type="checkbox"/> Mailed _____	Date _____
<input type="checkbox"/> Delivered To _____	Date _____
<input type="checkbox"/> Bond Substituted _____	Date _____
<input type="checkbox"/> Bond Mailed To _____	Date _____

County of Cook
Department of Transportation and Highways

Proposal Bid Bond

Project:
Section:
Date 8-9-2013
Letting

We Western Remac, Inc.

Western Remac, Inc. as Principal, and Travelers Casualty & Surety Company of America as Surety, are held and firmly bound unto the County of Cook a body politic and corporate of the state of Illinois herein after called the County in the penal sum of 5% of the total bid price, or for the amount specified in Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of invitation for bids. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly to pay to the County this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the County acting through its awarding agency for the construction of the work designated as the above section.

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL by the County for the above-designated section, and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish the required insurance coverage, all as provided in the Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the County determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the County acting through its awarding agency shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 9th day of August A.D. 20 13.

PRINCIPAL

Western Remac, Inc.
(Company Name) (Seal)
BY: [Signature] - V.P.
(Signature & Title)

(Company Name) (Seal)
BY: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names, seals and authorized signatures of each contractor must be affixed.)

SURETY

Travelers Casualty & Surety Company of America
(Name of Surety) (Seal)

BY: [Signature]
(Signature of Attorney-in-fact)
Agnes A. Froemel

STATE OF ILLINOIS
COUNTY OF ~~COOK~~ Will

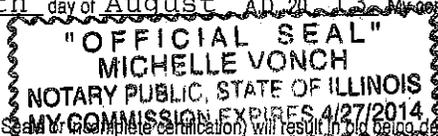
I, Michelle Vonch, a Notary Public in and for Cook County, do hereby certify that
Todd Fiegl and Agnes A. Froemel

(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 9th day of August A.D. 20 13. My commission expires 4-27-2014

[Signature]
Notary Public Michelle Vonch



*Improper execution of this form (i.e. Missing Signatures or Seals or incomplete certification) will result in bid being declared irregular.
** If Bid Bond is used in lieu of proposal guaranty check, it must be on this form and must be submitted with Bid.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225938

Certificate No. 005348130

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeffrey A. Thompson, Agnes A. Froemel, and Armand D'Andrea

of the City of Joliet, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 24th day of January 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 24th day of January 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

SPECIAL CONDITIONS

SURETY'S STATEMENT
of
QUALIFICATION FOR BONDING

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Travelers Casualty & Surety Co. of America
(SURETY COMPANY)

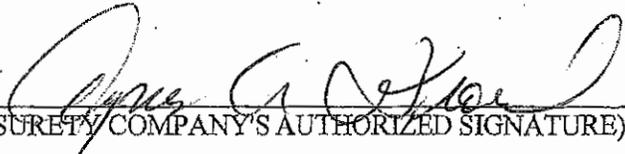
would execute a Performance/Payment Bond in favor of the County of Cook for

the full amount of the bid/contract 13-53-054
(NUMBER)

to Western Remac, Inc.
(BIDDER)

The penalty of this bond is to be \$ Five Percent of Amount Bid (5%)
825,000.00
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY
CORPORATE
SEAL


(SURETY COMPANY'S AUTHORIZED SIGNATURE)

Agnes A. Froemel
(ATTORNEY-IN FACT)

AMB # NAIC#

SPECIAL CONDITIONS

BOND #105891579

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, WESTERN REMAC, INC.

as principal, TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

_____ as surety, are held

and firmly bound unto The County of Cook in the penal sum of EIGHT HUNDRED FIVE THOUSAND THREE HUNDRED SEVENTY ^{NO/100} DOLLARS AND _____ Dollars (\$ 803,370.00),

lawful money of the United States of America, for the payment of which sum of money well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by these presents.

Signed sealed, and delivered this 9TH day of SEPTEMBER, 2013.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the

above bounden principal entered into a certain contract with The County of Cook,

Bearing date the 9th day of SEPTEMBER, 2013, for COOK COUNTY DEPT. OF TRANSPORTATION AND HIGHWAYS SIGN PANEL ASSEMBLY MAINTENANCE CONTRACT #13-53-054

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 principal and to said surety, shall be conclusive against said principal 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.

WESTERN REMAC, INC.

PRINCIPAL/CONTRACTOR

SEAL

By: _____

PRESIDENT

By: _____
SECRETARY

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

SURETY

SEAL

By: _____

SURETY/ATTORNEY-IN-FACT
(ATTACH POWER OF ATTORNEY)
AGNES A. FROEMEL

AMB#

NAIC#

Approved as to form:

By _____

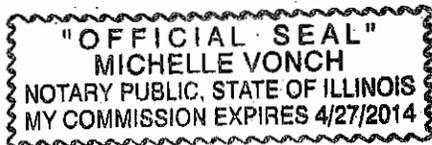
ASSISTANT STATE'S ATTORNEY

STATE OF ILLINOIS)
) ss.
COUNTY OF WILL)

I, MICHELLE VONCH a Notary Public in and for the
said County and State, do hereby certify that AGNES A. FROEMEL

Attorney-In-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**,
who is personally known to me to be the same person whose name is subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered
said instrument, for any on behalf of the **TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA**, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 9TH day of SEPTEMBER, ~~1997~~ 2013



Michelle Vonch

MICHELLE VONCH

Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225938

Certificate No. 005307495

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Jeffrey A. Thompson, Agnes A. Froemel, and Armand D'Andrea

of the City of Joliet, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of December, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 14th day of December, 2012, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Northern Insurance Service Ltd. 350 Houbolt Road Suite 200 Joliet IL 60431	CONTACT NAME: Agnes Froemel	
	PHONE (A/C No, Ext): (815) 744-0111 FAX (A/C No): (815) 744-0999 E-MAIL ADDRESS: afroemel@northernins.com	
INSURED Western Remac, Inc. 1740 Internationale Parkway Woodridge, IL 60517	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Company	10677
	INSURER B: Cincinnati Casualty Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 13-14 MASTER CERT 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 LWR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		EPP0015329	3/31/2013	3/31/2014	MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY		Blanket Adtl Insd			PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> X, C, U		Blanket Waiver of Subro			GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EMPLOYEE BENEFITS LIAB. \$ 2,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		EBA0015329	3/31/2013	3/31/2014	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	Drive Other Car Coverage			BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	Hired Auto Phys Damage:			PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> CONTRACTUAL	<input checked="" type="checkbox"/> \$5000 MED-PAY	\$150,000 Limit			Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	EPP0015329	3/31/2013	3/31/2014	AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC2131147	3/31/2013	3/31/2014	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Blanket Waiver of Subro			E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	INLAND MARINE		EPP0015329	3/31/2013	3/31/2014	LEASED EQUIPMENT \$ 250,000
						INSTALLATION FLOATER \$ 10,000

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

RE: Sign Panel Assembly Maintenance Contract #13-53-054.

ADDITIONAL INSURED with respect to General Liability, and Auto Liability if required by written contract: Cook County, its Board of Commissioners, officials, employees & agents. If required by written contract, WAIVER OF SUBROGATION in favor of the Additional Insureds applies to General Liability, Auto Liability and Workers Compensation. *COVERAGES/LIMITS CONFORM TO MINIMUMS REQUIRED UNDER ARTICLE 107.27 OF STANDARD SPECIFICATIONS FOR ROAD/BRIDGE CONSTRUCTION* *30-DAY CANCELLATION NOTICE APPLIES TO CERTIFICATE HOLDER, EXCEPT 10 DAYS FOR NON-PAYMENT OF PREMIUM*

CERTIFICATE HOLDER Cook County--Office of the Chief Procurement Officer 118 North Clark Street Room 101B Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeff Thompson/AF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	8
3. Damage to Premises Rented to You	8
4. Supplementary Payments	9
5. Medical Payments	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
• Managers or Lessors of Premises;	
• Lessor of Leased Equipment;	
• Vendors;	
• State or Political Subdivisions - Permits Relating to Premises;	
• State or Political Subdivisions - Permits; and	
• Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment	14
12. Employees as Insureds - Specified Health Care Services:	15
• Nurses;	
• Emergency Medical Technicians; and	
• Paramedics	
13. Broadened Notice of Occurrence	15

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to SECTION I - COVERAGES: Employee Benefit Liability Coverage.

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, 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 against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission 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.

- (b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or

- 2) Occurred prior to the effective date of this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past performance of investment vehicles; or
- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds,

but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:
- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

- (2) The Aggregate Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section B. **Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and

- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- (1) Item 2. Duties in the Event of Occurrence, Offense, Claim or Suit is deleted in its entirety and replaced by the following:
- 2. Duties in the Event of an Act, Error or Omission, or Claim or Suit**
- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
 - 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 an act, error or omission 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 without our consent.**

- (2) Item 5. Other Insurance is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

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.

c. No Coverage

This insurance shall not cover any loss for which the insured is

entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, SECTION V - DEFINITIONS is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program

providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission 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;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. War and the Nuclear Energy Liability Exclusion, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
 - 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;
 - e) Settling, cracking, shrinking or expansion; or
 - f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
- (b) Loss caused directly or indirectly by any of the following:
 - 1) Earthquake, volcanic eruption, landslide or any other earth movement;

- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.
- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:
 - 1) You did your best to maintain heat in the building or structure; or
 - 2) You drained the equipment and shut off the water supply if the heat was not maintained.
- (d) Loss to or damage to:
 - 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
 - 2) The interior of any building or structure, or to personal property in the building or structure caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

- (2) Paragraph 6. of SECTION III - LIMITS OF INSURANCE is hereby deleted and replaced by the following:
 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the

most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

- (3) The amount we will pay is limited as described in Section B. **Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. **Limits of Insurance, 4.a. Bail Bonds** of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- b. Paragraph 4. is replaced by the following:

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 the limit shown in Section B. **Limits of Insurance, 4.b. Loss of Earnings** of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. **Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

- a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of op-

erations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. Care, Custody or Control Liability Coverage

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, J. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be re-

duced by the application of such deductible amount.

- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

- a. The following is hereby added to **SECTION II - WHO IS AN INSURED:**

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you

are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:
 - 1) Currently in effect or becomes effective during the policy period; and
 - 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and
 - (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:
- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on be-

half of such additional insured.

- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product

- made intentionally by the vendor;
- d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or
- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.
- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:
- This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:
- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or

political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.
- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. However, the City of Chicago, its officers, employees and agents are not insureds with respect to liability caused by or arising from:
 - 1) The building or disassembly of scaffolding by or for you; or
 - 2) The use of such scaffolding.

A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):
 - (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";
 - (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising

out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:
 - 1) Defects in design furnished by or on behalf of the additional insured; or
 - 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
 - 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Subparagraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits ap-

plicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

c. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is hereby amended as follows:

(1) Condition 5, Other Insurance is amended to include:

(a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

(b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5, Other Insurance, b. Excess Insurance**; or

2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

(2) Condition 11, Conformance to Specific Written Contract or Agreement is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

b. Include coverage for completed operations; or

c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number **CG 20 10** but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (**SECTION V - DEFINITIONS**) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE**

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. Limits of Insurance, 11. of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. Limits of Insurance, 11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) **Deductible Clause**

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. Limits of Insurance, 11. of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.

- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is hereby deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense 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" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

SPECIFICATIONS

DESCRIPTION OF WORK

This Contract is for the fabrication, installation, removal, relocation and maintenance of existing as well as new sign panel assemblies and their appurtenances located along various roads on the Cook County Highway System. The Contractor, for specified unit prices listed under the schedule of prices, shall:

- A. Furnish and/or install sign panels and sign supports
- B. Drill holes in concrete and asphalt
- C. Remove sign panels and/or supports
- D. Relocate sign panels and/or supports
- E. Clean/wash sign panel assemblies
- F. Furnish, install and maintain temporary flashing beacons
- G. Provide 24 hour, 7 days/week emergency sign maintenance, removal and installation service
- H. Install, remove and store County-owned sign panels and supports
- I. Furnish and install warning flags, flexible delineator posts and guardrail delineators.

All work shall be documented. Contractor shall provide protective sheeting between signs during transport to installation site to minimize damage to sign face.

LOCATION OF WORK

The Cook County Department of Transportation and Highways maintains approximately 480 miles of highways. These 480 miles of highways are located throughout the County of Cook. Maps reflecting highways that are maintained by the Department are available on the Department's website, and hard copies will be made available to the Contractor prior to start of work.

DAMAGE TO EXISTING APPURTENANCES

It shall be the responsibility of the Contractor to determine the location of any underground electric cables, drainage structures or utility lines in the vicinity before beginning his work, and he shall conduct his work so as to avoid damage to these installations.

Any damage to these facilities or to any other public or private property caused by the Contractor's operation shall be repaired at his expense and to the satisfaction of the owner of the damaged property and the Engineer as specified in Section 107 of the Standard Specifications.

SPECIFICATIONSGENERAL SPECIFICATIONSA. GENERAL

All material and work shall conform to the latest editions of the following, along with subsequent revisions/supplements to each:

- "Manual on Uniform Traffic Control Devices for Streets and Highways" adopted by the Federal Highway Administration;
- "Standard Specifications for Road and Bridge Construction",
- "Supplemental Specifications and Recurring Special Provisions",
- "Illinois Highway Standards for Traffic Control", and
- "Illinois Supplement to the National Manual on Uniform Traffic Control Devices", adopted by the Illinois Department of Transportation;
- Special Provisions contained herein.

In the event of conflict with plans contained herein, the plans shall govern.

B. DEFINITION OF TERMS

Whenever in these Specifications or other contract documents the following terms are used, the intent and meaning shall be interpreted as follows:

ASTM and AASHTO Numbers: These designation numbers refer to the latest issue of such reference by the American Society of Testing Materials, or the American Association of State Highway and Transportation Officials.

Brightness: A measurement of the quantity of incident light per unit area returned to an observer from a reflector. This measurement is expressed in units of candlepower per foot candle per unit area.

Divergence Angle: The Angle at the reflector between the observer's line of sight and the axis of the incident light beam.

Entrance Angle: The angle at the reflector between the axis of the incident light beam and a line normal to the reflective surface.

Extra Work: An item of work not provided for in the contract as awarded but found essential to the satisfactory completion of the contract within its intended scope as determined by the Engineer.

Illinois Manual: The State of Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, including the latest revisions.

Immediate Corrective Action: The Contractor shall proceed with the necessary signs and appurtenances to the site of the Emergency by the fastest means available and with no delay, perform all such work as may be necessary.

SPECIFICATIONS

Intensity: A measurement of the ratio of the quantity of incident light per total area returned to an observer from a reflector. The measurement is expressed in units of candle power per foot candle.

Sign Base: The structural portion of a sign composed of sheets, extrusions, or panels upon which the sign face materials are applied.

Sign Face: The reflectorized surface that serves as a background for the legend and supplemental panels.

Sign Legend: All word messages and symbol designs affixed to the sign face which shall be reflectorized or not reflectorized as dictated by the sign standards.

Sign Panel: The sign panel consists of a sign base, sign face and a sign legend. The surface area is determined by calculating the area of the smallest rectangle that will circumscribe an individual sign except that the No Passing Zone sign, W14-3, shall be the actual sign face area.

Sign Panel Assembly: A sign panel assembly is composed of one or more sign panels mounted individually or as a group.

Sign Support: An individual post or structure used for the support of sign panels or for the support of overhead sign structures on which sign panels are mounted. When used in reference to non-overhead signs, the term "sign post" shall be synonymous with sign support.

Working Day: When used in connection with this contract shall mean any day the administrative offices of the Cook County Department of Transportation and Highways are open for normal business.

Work Order: A written/electronic and numbered work order will be prepared by the County for all work, prior to commencement of work. It shall contain the location of work, type of work to be performed, material required, etc.

C. IDENTIFICATION

A permanent pressure-sensitive decal shall be neatly affixed to the back of each sign panel containing the work order number, the contract section number, etc. The exact format shall be as shown within this document. The finished decal must be approved by the Engineer prior to its use in the field, and no work shall commence on this contract until the decal has been approved and ready for application. The decal and its legend shall be durable enough to be visible for at least the manufacturer's warranty period since information contained thereon is required for the reflectorized sheeting manufacturer's written warranty.

In addition, the last two digits of the year in which the sign was first installed shall be neatly stenciled in a three (3) inch high red legend on the back of each sign, and "CCDOTH" along with the two digit month and year in which the sign was fabricated shall be neatly stenciled in a 3/8" high black legend on the front of each sign.

The location of the decal and the stenciling shall be as shown on the standard within this document.

The above work will not be paid for separately but shall be considered incidental to Contract.

SPECIFICATIONSD. WORK ORDERS

It shall be the responsibility of the Contractor to pick up the new work orders and deliver the completed work orders on a monthly basis or as directed by the Engineer, to the field office, either at District 2 in Des Plaines or District 4 in Orland Park, of the Traffic Division, Cook County Department of Transportation and Highways.

Work Orders will normally be written and numbered on a North Half and South Half of Cook County basis and shall be completed within ten (10) working days after receipt of the Work Order or its revision.

The Contractor's sign crew shall always carry a supply of Stop (R1-1) and Railroad Advance Warning (W10-1) signs. If during the course of their work they observe or become aware of a missing or badly damaged sign assembly, they shall immediately perform corrective measures and cause a Work Order to be completed documenting their action.

The Department reserves the right to prioritize all work as necessary.

Work Orders for Pay Item No. 12, Emergency Sign Assembly Installation, will be identified as Emergency Work Orders and will have their own numbering system. Refer to language in the specification for Pay Item No. 12 for definition of emergency work. Emergency work will be initiated by an oral order from an authorized representative of the Department. A written work order shall be prepared by the Contractor documenting this work. Telephone notification of corrective measures taken shall be made to the Engineer immediately upon completion of the work.

E. COMPLETED WORK SPREADSHEET

A Microsoft Excel spreadsheet shall be maintained by the Contractor containing information about work completed on daily basis and total work completed to date, and emailed to the Engineer at end of every week. Microsoft Excel spreadsheet format will be discussed at the pre-con meeting.

F. CONTRACT AND ENGINEER REPRESENTATIVES

The Contractor shall provide in writing the names and phone numbers of a minimum of three of his representatives who can be contacted 24 hours per day, 7 days per week.

The Engineer shall furnish the Contractor with the names of representatives of the Department who will be available to confer with or to advise the Contractor in administrative and technical matters.

G. INSPECTION OF WORK

All work will be inspected prior to payment. If during the inspection inadequate embedment, support length too short, wrong size sign(s), missing or improper hardware is found, the bolt protrusion is not bent to prohibit removal, etc., the non-conforming work shall be corrected immediately to the satisfaction of the Engineer. As a penalty for unsatisfactory performance, the entire work order including corrective measures may be at the Contractor's expense with no cost to the County. Sign support work which is removed for inspection and found to be satisfactory shall be reinstalled on the basis of the regular pay items.

A digital photo of new sign panel assembly installed/replaced shall be provided/emailed to the Engineer. The digital photo should contain date and time it was taken. This work is incidental to the Contract.

SPECIFICATIONS

H. MATERIAL CERTIFICATION AND INSPECTION

The successful bidder shall provide a certification that the materials furnished meet all requirements of the specifications. The Engineer shall be permitted to sample, inspect or test the items of this contract at any time to insure conformance with specifications.

I. MATERIAL WARRANTY

The Contractor shall provide the Cook County Department of Transportation and Highways with the reflectorized sheeting manufacturer's written field performance warranty (minimum 12 years for ordinary colors and minimum 10 years for fluorescent colors) for all types of reflectorized sheeting. The Contractor shall satisfy all the manufacturer's requirements so that should the material become unsatisfactory for its use within the warranty period, the manufacturer will replace the sheeting required to restore the sign surface to its original effectiveness. Further, during the first seven (7) years of service, the manufacturer will reimburse the County for labor and materials required to restore the sign surface to its original effectiveness.

The required dating of the sign for use in conjunction with the warranty shall be incorporated in the identification decal.

J. TRAFFIC CONTROL AND PROTECTION

The Contractor shall arrange his work in such a manner so as to keep interruptions to traffic to a minimum. Traffic control and protection shall conform to Article 107.14 of the Standard Specifications for Road and Bridge Construction and to the latest revisions to the standards that may be appropriate. Conformance to these traffic control and protection standards will not be paid for as a separate item but will be considered incidental to the various contract items and no additional compensation will be allowed.

K. FAILURE TO COMPLETE A WORK ORDER ON TIME

Should the Contractor fail to perform any work within the allotted amount of time, the Engineer reserves the right to call in another Contractor to complete the work. Payment to the contingent Contractor shall be deducted from the amount of payment to the primary Contractor.

A continuous history of failure to complete work orders on time shall be sufficient reason to cancel and terminate this Contract.

L. REIMBURSEMENT FROM THIRD PARTY FOR REPAIRS OR DAMAGES

The Department reserves the right to make recovery from third Party or Parties for damage to any part of the existing installations and no part of such recovery or recoveries shall inure to the benefit of the Contractor.

To enable the Department to assess damages against said Third Party or Parties, the Contractor shall, upon request, furnish the Engineer an itemized statement of the cost of any repairs to Third Party damage, separating the cost of labor, materials and equipment.

M. SIGN FABRICATION

The Contractor shall have the capability to fabricate all sign panels required during the life of this contract. The Department reserves the right to inspect the Contractor's facilities and equipment prior to awarding the contract. If in the opinion of the Engineer the low bidder would not be able to satisfy the sign panel fabricating requirements of this contract, a recommendation to award the contract to the next low bidder with satisfactory sign panel fabricating capabilities would be made.

SPECIFICATIONS

N. FAX AND E-MAIL FACILITY

The Contractor shall have a fax machine and e-mail at his facility to receive work orders and other correspondence.

SPECIFICATIONS**ITEM NO. 1: SIGN PANEL - TYPE ZZ PRISMATIC RETROREFLECTIVE SHEETING**Description

This work shall consist of furnishing sign panels, complete with reflectorized sign faces and legends, and installing them on previously erected sign supports, sign structures, traffic signal standards, light standards, concrete surface, telescoping steel sign supports or dual adjustable angle sign support brackets.

Materials

Materials shall be as specified in Section 1091 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 and subsequent revisions by the Illinois Department of Transportation, and shall meet retroreflective sheeting properties and minimum coefficient of retroreflection values for Type ZZ sheeting as stated in Section 1091. In addition, the material shall meet the applicable requirements of Section 1090 of the Standard Specifications for Road and Bridge Construction with the exception that all sign panels shall be at least 0.080 inches thick. All process paste and clear coating, where recommended by the manufacturer shall be in accordance with the sheeting manufacturer's recommendation.

Installation Requirements

Sign panels shall be installed using all required supporting channels, brackets and mounting hardware in accordance with the details shown in the plans or as directed by the Engineer. Nylon flat washers shall be used and tightened from behind to prevent damage to sign face reflective sheeting. A 3" x 3" aluminum backplate shall be used between the sign panel and bracket to prevent bending of sign when the sign is installed on round support (signal or street light pole).

Following the completion of the sign installation, the protrusion of the 5/16" diameter stainless steel hex head bolt on the back of the installation shall be bent to prohibit its removal.

Method of Measurement

Sign panels shall be measured for payment in square feet. The area used for measurement shall be the area of the smallest rectangle that will circumscribe each individual sign panel with the exception of the NO PASSING ZONE sign, W14-3, which shall be the actual sign face area.

Basis of Payment

The work shall be paid for at the contract unit price per square foot for SIGN PANEL - TYPE ZZ PRISMATIC RETROREFLECTIVE SHEETING, which price shall include furnishing the sign, complete with required supporting channels, brackets and mounting hardware, installing it on previously erected sign support(s), sign structures, traffic signal standard, light standard, concrete surface, telescoping steel sign support or dual adjustable angle sign support brackets.

SPECIFICATIONS**ITEM NO. 2: SIGN PANEL - TYPE ZZ PRISMATIC RETROREFLECTIVE SHEETING, MAST ARM ASSEMBLY/OVERHEAD STRUCTURE MOUNTED**Description

This work shall consist of furnishing sign panels, complete with reflectorized sign faces and legends, and installing them on traffic signal mast arm assemblies or overhead structures.

Materials

Materials shall be as specified in Section 1091 of the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 and subsequent revisions by the Illinois Department of Transportation, and shall meet retroreflective sheeting properties and minimum coefficient of retroreflection values for Type ZZ sheeting as stated in Section 1091. In addition, the material shall meet the applicable requirements of Section 1090 and 1094 of the Standard Specifications for Road and Bridge Construction with the exception that all sign panels shall be at least 0.080 inches thick. All process paste and clear coating, where recommended by the manufacturer shall be in accordance with the sheeting manufacturer's recommendation.

Installation Requirements

Sign panels shall be installed using all required supporting channels, brackets and mounting hardware in accordance with the details shown in the plans or as directed by the Engineer. Nylon flat washers shall be used and tightened from behind to prevent damage to sign face reflective sheeting.

A safety device consisting of either a cable or a chain shall be attached to the sign and looped around the mast arm in such a manner that it will prevent the sign from falling in the event the regular fastening device fails. The device must be approved by the Engineer prior to its installation.

Method of Measurement

Sign panels shall be measured for payment in square feet. The area used for measurement shall be the area of the smallest rectangle that will circumscribe each individual sign panel.

Basis of Payment

This work shall be paid for at the contract unit price per square foot for SIGN PANEL - TYPE ZZ PRISMATIC RETROREFLECTIVE SHEETING, MAST ARM ASSEMBLY/OVERHEAD STRUCTURE MOUNTED, which price shall include furnishing the sign, complete with required supporting channels, brackets and mounting hardware, and installing it on a traffic signal mast arm assembly or overhead structure. Traffic control will not be paid for as a separate item but will be considered incidental to the contract and no additional compensation will be allowed.

SPECIFICATIONS**ITEM NO. 3: METAL POST - TYPE B**Description

This work shall consist of furnishing and installing a Metal Post - Type B, utilizing the direct burial method.

Materials

Materials shall meet the requirements of Article 729.02 of the Standard Specifications for Road and Bridge Construction for galvanized or aluminum posts.

Installation Requirements

Prior to the loading of the metal post at the Contractor's facility, it shall be neatly but conspicuously marked at a point five (5) feet from the end to be embedded.

The metal post may be driven by hand or mechanical means to a minimum depth of 4.0 feet measured from the ground line or as shown in the plans. The post shall be protected by a suitable driving cap and if required by the Engineer, the material around the post will be compacted after driving.

If the post is too long, the Contractor may choose to cut the post or embed it further in the ground; however, no splicing of metal post will be allowed. Any post so cut shall have the cut end completely deburred and treated with zinc rich paint.

The Contractor shall be responsible for the proper elevation, offset and orientation of all posts as indicated on the plans or as directed by the Engineer.

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

Method of Measurement

The Metal Post - Type B shall be measured for payment in lineal feet. The length to be measured shall be the total length installed, except for any embedment beyond that shown in the plans.

Basis of Payment

This work shall be paid for at the contract unit price per lineal foot for METAL POST - TYPE B installed utilizing the direct burial method, which price shall be payment in full for furnishing and erecting the post as described. No extra compensation will be allowed for any cutting or for increasing the embedment of a post beyond that shown in the plans.

SPECIFICATIONS

ITEM NO. 4: TELESCOPING STEEL SIGN SUPPORT

Description

This item shall consist of furnishing and installing Telescoping Steel Sign Support as specified in Section 728 of the "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation and as depicted in Cook County Standard TSD-24-2 contained within this contract.

Basis of Payment

This work shall be paid for at the contract unit price per lineal foot for TELESCOPING STEEL SIGN SUPPORT installed utilizing the direct burial method, which price shall be payment in full for furnishing and erecting the post as described. No extra compensation will be allowed for any cutting or for increasing the embedment of a post beyond that shown in the plans.

ITEM NO. 5: WOOD SIGN SUPPORT

Description

This item shall consist of furnishing and installing wood sign supports as specified in Section 730 of the "Standard Specifications for Road and Bridge Construction", Illinois Department of Transportation and as depicted in Cook County Standard TSD-19-2 contained within this contract.

Basis of Payment

This work shall be paid for at the contract unit price per lineal foot for WOOD SIGN SUPPORT installed as specified in Section 730, which price shall be payment in full for furnishing and erecting the post as described. No extra compensation will be allowed for any cutting or for increasing the embedment of a post beyond that shown in the plans.

ITEM NO. 6: DRILL HOLE IN CONCRETE OR ASPHALT

Description

This work shall consist of drilling a hole in a concrete or asphalt median, island or sidewalk to permit the embedment of a support and backfilling the hole with a quick set P.C.C. of equal depth or as otherwise directed by the Engineer.

Drilling Requirements

The drilled hole shall be 5 inches in diameter and shall be drilled to a depth necessary to permit proper embedment of the post as required in Standards TSD-14 or TSD-24-2.

Basis of Payment

This work shall be paid for at the contract unit price per each for DRILL HOLE IN CONCRETE OR ASPHALT, which price shall include payment in full for drilling a five (5) inch hole in a concrete or asphalt median, island or sidewalk and back-filling the hole with a quick set P.C.C. of equal depth or as otherwise directed by the Engineer following installation of the post.

SPECIFICATIONS

ITEM NO. 7: REMOVAL OF SIGN PANEL(S)

Description

This work shall consist of removing a sign panel or a combination of panels from the same support(s).

Removal Requirements

The sign panel(s) shall be completely removed, including all hardware, without damage to the support(s) and shall become the property of the Contractor to be disposed of outside of the right-of-way. Where the existing sign panel(s) to be removed is to be replaced by a new sign panel(s), the new panel(s) shall be installed immediately after the removal of the existing panel(s).

Basis of Payment

This work shall be paid for at the contract unit price per each for REMOVAL OF SIGN PANEL(S) which price shall include complete removal of the sign panel(s) and hardware and disposal outside of the right-of-way. This work includes removal from any type of sign support including but not limited to metal post, overhead sign structure, traffic signal standards, light standard, mast arm assembly, concrete surface or telescoping steel sign support. The salvage value of the panel(s) shall be reflected in the bid price.

ITEM NO. 8: REMOVAL OF SIGN SUPPORT(S)

Description

This work shall consist of completely removing sign supports of any type, including sign panel(s) if attached to support.

Removal Requirements

The sign support(s), including sign panel(s), shall be completely removed and shall become the property of the Contractor. These supports shall be disposed of outside the right-of-way and all holes left from the removal of the support shall be backfilled with a suitable material.

Basis of Payment

This work shall be paid for at the contract unit price per each for REMOVAL OF SIGN SUPPORT(S) which price shall include complete removal of any type sign support(s) and sign panels(s), disposal outside the right-of-way and backfilling the hole. All embedded portions of the sign supports shall be removed completely and under no circumstances shall any portion of the support be permitted to remain. The salvage value from the support(s) and sign panel(s) shall be reflected in the bid price.

SPECIFICATIONS**ITEM NO. 9: REINSTALLATION/RELOCATION OF SIGN PANEL ASSEMBLY**Description

This work shall consist of removing a sign panel assembly and reinstalling the same sign panel assembly on previously erected sign support(s).

Relocation and Installation Requirements

The sign panel assembly shall be completely removed and the sign panel assembly and supporting channels shall be reinstalled on previously erected sign support(s) using new mounting hardware in accordance with the details shown in the plans or as directed by the Engineer. Nylon flat washers shall be used and tightened from behind to prevent damage to sign face reflective sheeting. A 3" by 3" aluminum backplate shall be used between the sign panel and bracket to prevent bending of sign when the sign is installed on round support (signal or street light pole).

Following the completion of the sign installation, the protrusion of the 5/16" diameter stainless steel hex head bolt on the back of the installation shall be bent to prohibit its removal.

The sign panel assembly shall be reinstalled immediately following its removal.

The County reserves the right to make necessary revisions to the sign panel assembly and to order new sign panels to be included in the relocated assembly. The existing sign panels not reinstalled and the removed sign support(s) shall be disposed of outside of the right-of-way.

Basis of Payment

This work shall be paid for at the contract unit price per each for REINSTALLATION/RELOCATION OF SIGN PANEL ASSEMBLY, which price shall include complete removal and transportation of the sign panels including street name signs, supporting channels and brackets; disposal outside of the right-of-way of any existing sign panels not reinstalled; furnishing new mounting hardware; and re-installing the sign panel assembly on the previously erected support(s).

ITEM NO. 10: REINSTALLATION/RELOCATION OF SIGN SUPPORT(S)Description

This work shall consist of the removal of Metal Post – Type B or Telescopic Steel sign support(s) and reinstallation at same or a location specified by the Engineer.

Installation Requirements

The sign support shall be transported by the Contractor between the specified locations and installed in accordance with the details shown in the plans or as direct by the Engineer.

Basis of Payment

This work shall be paid for at the contract unit price per each for REINSTALLATION/RELOCATION OF SIGN SUPPORT(S), which price shall include complete removal of Metal Post – Type B or Telescopic Steel sign support(s), backfilling the hole, transportation of the sign support(s) to the specified location and installation of the sign support(s).

Under no circumstances shall any portion of the support be permitted to remain, and if during the removal of the support it is damaged in any way, it shall be replaced with new like material at no cost to the County.

SPECIFICATIONS**ITEM NO. 11: CLEANING/WASHING OF SIGN PANEL ASSEMBLY**Description

This work shall consist of cleaning or washing an individual sign panel assembly.

Cleaning/Washing Requirements

The sign panel assembly shall be cleaned or washed as directed by the Engineer. A solvent or cleaner shall be employed to clean the sign and a high pressure spray shall be employed to wash the sign. Care must be taken to insure that any solvent or cleaner employed in the cleaning process or any equipment or method employed in the washing process will not harm the reflective sheeting or painted face on the sign. Any missing, damaged or defective fasteners, brackets and bracings shall be repaired and/or replaced.

Basis of Payment

This work shall be paid for at the contract unit price per each for CLEANING/WASHING OF SIGN PANEL ASSEMBLY which price shall include the cleaning or washing of the sign panel assembly and the necessary materials; replacing any missing, damaged or defective fasteners, brackets, banding or other mounting hardware; removing any flashing beacons or warning flags if so directed; refastening and realigning of sign on the support the satisfaction of the Engineer at no extra cost to the County.

ITEM NO. 12: EMERGENCY SIGN ASSEMBLY INSTALLATIONDescription

This shall consist of work required to correct a condition where 1) a stop sign or railroad warning sign is damaged or missing, or 2) any existing damaged sign assembly is determined by the Engineer to be a hazard of such severity that life and/or property are endangered. Removal of damaged sign panel assembly and support(s), and replacement in kind with new sign panel assembly and support(s) (use telescoping steel sign support for replacement of metal support) shall be completed within three (3) hours of notification by the Engineer. If permanent sign installation is not possible within 3 hours, a temporary sign and support shall be installed and maintained until replaced by the permanent sign and support, which shall be completed within 2 working days of initial notification for stop signs and railroad signs, and within 10 days for any other sign type, subject to prioritization by the Engineer. The installation must conform to the standards and specifications set forth in this contract. Contractor shall be available to perform emergency work 24 hours a day, 7 days a week.

Installation Requirements

Sign panels and sign supports shall be installed using all required supporting channels and mounting hardware in accordance with the installation requirements set under this contract or as directed by the Engineer. Following the completion of the sign installation, the protrusion of the 5/16" diameter stainless steel hex head bolt on the back of the installation shall be bent to prohibit their removal.

Basis of Payment

This work shall be paid for at the contract unit price per each for EMERGENCY SIGN ASSEMBLY INSTALLATION which price shall be payment in full for furnishing and installing the new sign assembly and supports, temporary signs and supports if required, the complete removal of damaged existing sign panels and supports, disposal of removed items outside of the right-of-way and backfilling the hole(s) with a suitable material. The salvage value of any removed panels and/or supports shall be reflected in the bid price.

SPECIFICATIONS

ITEM NO. 13: TEMPORARY FLASHING BEACON

Description

This work shall consist of furnishing, installing, maintaining and removing either red or amber 24 hours/day battery operated high intensity flashing beacons above an existing regulatory, warning or construction sign for thirty (30) days or any part thereof.

Materials

Flashing beacons shall be battery operated within 8 inch nominal diameter lens, either red or amber, as directed by the Engineer. These beacons shall be in accordance with the current requirement of the I.T.E. Standard for Flashing and Steady Burn Barricade Warning Lights, Type B - High Intensity Flashing.

Installation Requirements

The temporary flashing beacon shall be mounted above the regulatory, warning or construction sign it supplements.

Basis of Payment

This work shall be paid for at the contract unit price per each for TEMPORARY FLASHING BEACON which price shall include furnishing the battery operated beacon complete with necessary supportive brackets and mounting hardware, installing it above a previously erected warning, regulatory, or construction sign, maintaining it in proper operation for a period of thirty (30) days or any part thereof, and its removal when directed. Upon notification of malfunction, the Contractor shall provide maintenance service or replacement within three (3) hours at no additional expense to the County.

ITEM NO. 14: WARNING FLAG

Description

This work shall consist of furnishing, installing and if required during the life of the contract, removal of an 18" x 18" (minimum) fluorescent red-orange warning flag.

Material

The fluorescent red-orange warning flag shall have a minimum size of 18" x 18". The material and exact shade of fluorescent red-orange must be approved by the Engineer prior to installation.

Installation Requirements

The warning flag shall be mounted as directed by the Engineer on a regulatory, warning, guide or construction sign.

Basis of Payment

This work shall be paid for at the contract unit price per each for WARNING FLAG which price shall include furnishing the warning flag complete with supportive holder and mounting hardware, installing it on a previously installed regulatory, warning, guide or construction sign, and if required during the life of the contract, its removal.

SPECIFICATIONS**ITEM NO. 15: FLEXIBLE DELINEATOR POST**Description

This work shall consist of furnishing and installing a flexible delineator post of a type approved by and at a location designated by the Engineer.

Material

The Contractor shall be responsible for furnishing a flexible delineator post of high impact quality capable of withstanding 50 hits at 55 MPH and/or a type approved by the Engineer with all required installation hardware and/or fastening materials.

Installation Requirements

The flexible post shall be installed in accordance with the manufacturer's recommendation or as directed by the Engineer.

Basis of Payment

The work shall be paid for at the contract unit price per each for FLEXIBLE DELINEATOR POST which price shall include furnishing the flexible delineator post with all required installation hardware and/or fastening material, installing the flexible post by a method approved by the Engineer at a designated location.

ITEM NO. 16: TRIANGULAR HI-INTENSITY GUARDRAIL DELINEATORDescription

This work shall consist of furnishing and installing on guardrail panel TRIANGULAR HI-INTENSITY GUARDRAIL DELINEATOR of a type approved by the Engineer and removing and properly disposing old delineator if any outside County right of way.

Material

The Contractor shall be responsible for furnishing triangular hi-intensity guardrail delineator of a type approved by the Engineer and as specified in section 1097 of Illinois Department of Transportation's Standard Specifications for Road and Bridge Construction.

Installation Requirements

The TRIANGULAR HI-INTENSITY GUARDRAIL DELINEATOR shall be installed on guardrail panels in accordance with the manufacturer's recommendation or as directed by the Engineer.

Specifications

- Effective Reflex Area: Approximately 8 square inches.
- Bracket: 12 gauge galvanized steel (approx. 5" x 2.5")
- Color/Material: White Type ZZ prismatic retroreflective sheeting, bidirectional

Basis of Payment

The work shall be paid for at the contract unit price per each for TRIANGULAR HI-INTENSITY GUARDRAIL DELINEATOR installed on existing guardrail which price shall include furnishing the guardrail delineator with all required installation hardware and/or fastening material and equipment's required for the work.

SPECIFICATIONS

ITEM NO. 17: INSTALLATION OF COUNTY-OWNED SIGN PANEL ASSEMBLY

Description

This work consists of transporting a construction project announcement sign panel assembly (48" X 42") from the contractor's facility to a designated location, furnishing new mounting hardware, and installing the sign panel on existing support(s).

Installation Requirements

Sign Panels shall be installed using all required mounting hardware in accordance with the details shown in the plans or as directed by the Engineer, and cleaning of the sign face if required. Nylon flat washers shall be used and tightened from behind to prevent damage to sign face reflective sheeting.

It should be noted that only sign panels which are in good condition will be installed under this provision. These panels shall be handled carefully to avoid any damage.

Basis of Payment

This work shall be paid for at the contract unit price per each for INSTALLATION OF COUNTY-OWNED SIGN PANEL ASSEMBLY which price shall include obtaining the sign panel assembly from a designated location in Cook County; washing the sign panel and transporting it to the location designated by the Engineer or as indicated on the written work order; furnishing new extruded aluminum supporting channels when specified, and new mounting hardware; and installing the sign panel on a previously erected sign support(s), sign structure, traffic signal standard, light standard, overhead structure, mast arm assembly or vertical surface.

ITEM NO. 18: REMOVAL AND STORAGE OF COUNTY-OWNED SIGN PANEL ASSEMBLY

Description

This work shall consist of carefully removing construction project announcement sign panel assembly (48" X 42") from its support(s) and storing at Contractor's facility for future installation during current Contract period.

Removal Requirements

The sign panel assembly shall be removed without damage to the sign(s) or support(s).

Only sign panels which are in good condition will be removed under this Provision. Therefore, the sign panel(s) shall be handled very carefully to avoid any damage.

Basis of Payment

This work shall be paid for at the contract unit price per each for REMOVAL AND STORAGE OF COUNTY-OWNED SIGN PANEL ASSEMBLY which price shall include complete removal of the sign panel(s) and hardware and storage at Contractor's facility for future installation.

SPECIFICATIONS

ITEM NO. 19: ADDITIONAL WORK ALLOWANCE

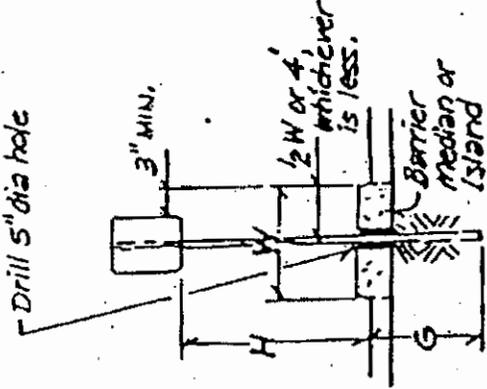
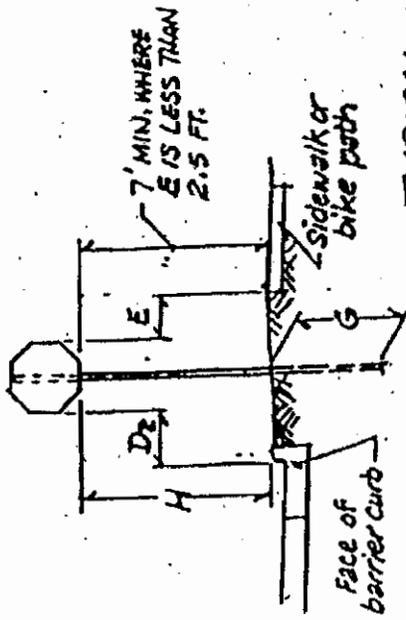
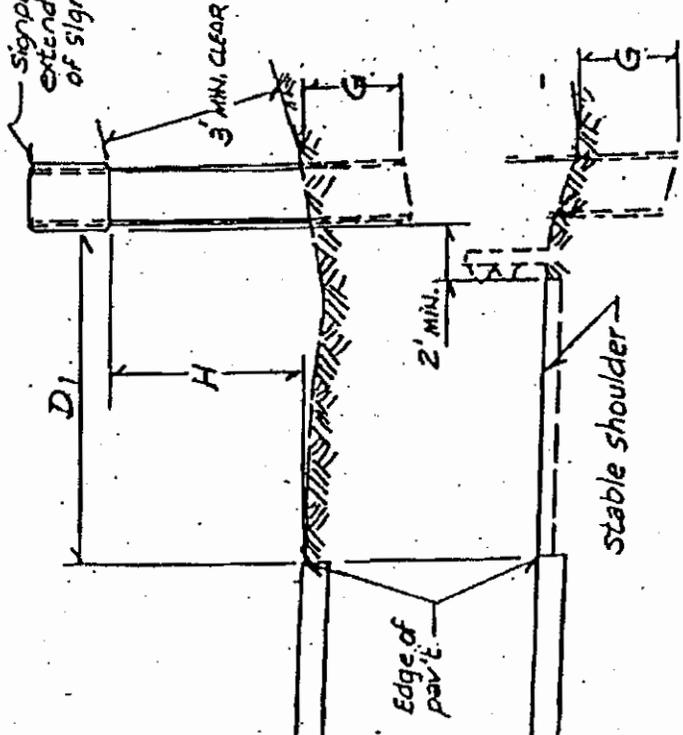
The Contractor shall perform additional work, for which there is no price included in the Contract, whenever it is deemed necessary or desirable to complete the work as contemplated. Such work shall be performed in accordance with the Specifications and as directed, and will be paid for as provided under Article 109.04 "Standard Specifications for Road and Bridge Construction". All work to be performed under this item shall be issued an authorization number from the Cook County Department of Transportation and Highways, which is to be indicated on the billing.

CONTRACT NO. 13-53-054

EXHIBIT

STANDARDS

Signpost shall not extend above top of sign panel.



NOTE: THIS STANDARD SHALL APPLY FOR ALL REFERENCES TO TSD-1R₃

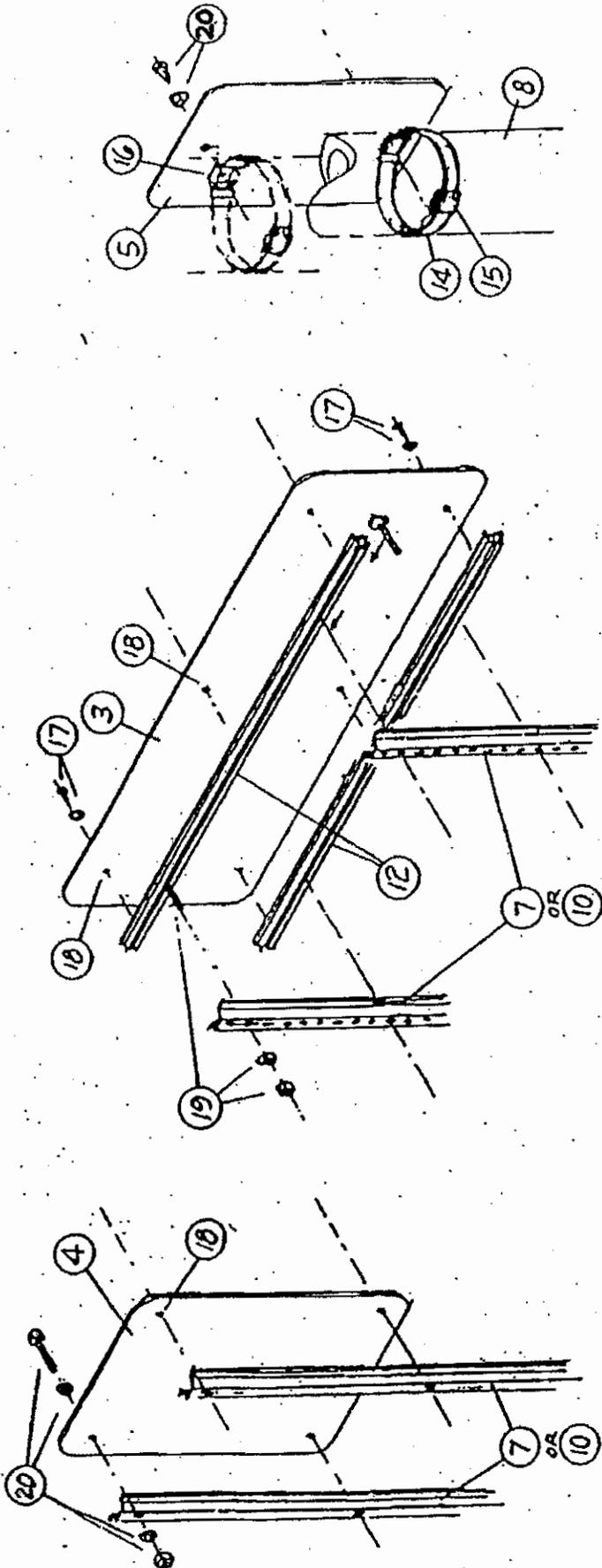
D1	Normally not less than 12 ft. 6 ft. min. may be allowed in areas of limited right of way or sight distance where directed by the Traffic Engineer.
D2	6' or more desired. Not less than 2' where the posted speed limit is greater than 35 mph. 1' min. may be allowed where mounted on light standards and the posted limit is 35 mph or less.

H	Normally not less than 7 ft. 5 ft. min. in rural and forest preserve areas with no parking. 1 ft. lower clearance allowed to the bottom of a secondary sign panel.*
G	Type A metal post(s): 3.5 ft. min. Type B metal post(s): 4.0 ft. min. 4"x6" wood post: 5.0 ft. min.

* directional symbols below route markers are not secondary panels.

TYPICAL HEIGHT AND LATERAL CLEARANCE

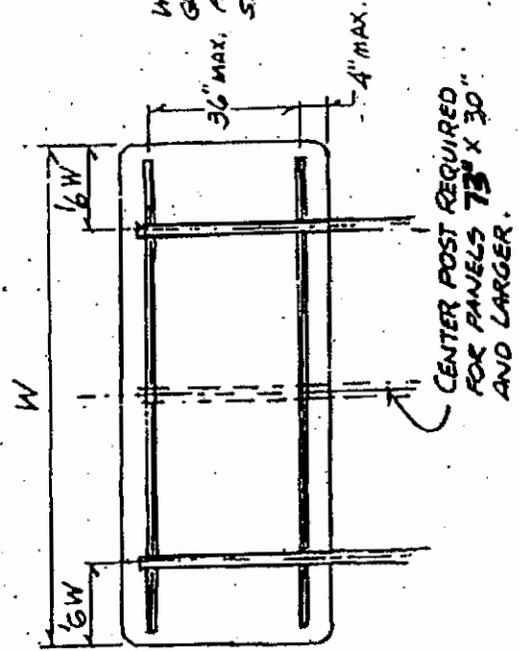
FROM CCND STD 304-2 12-89



FOR HARDWARE AND ASSEMBLY REFERENCE
SEE TSD-15C-2 AND 16-2.

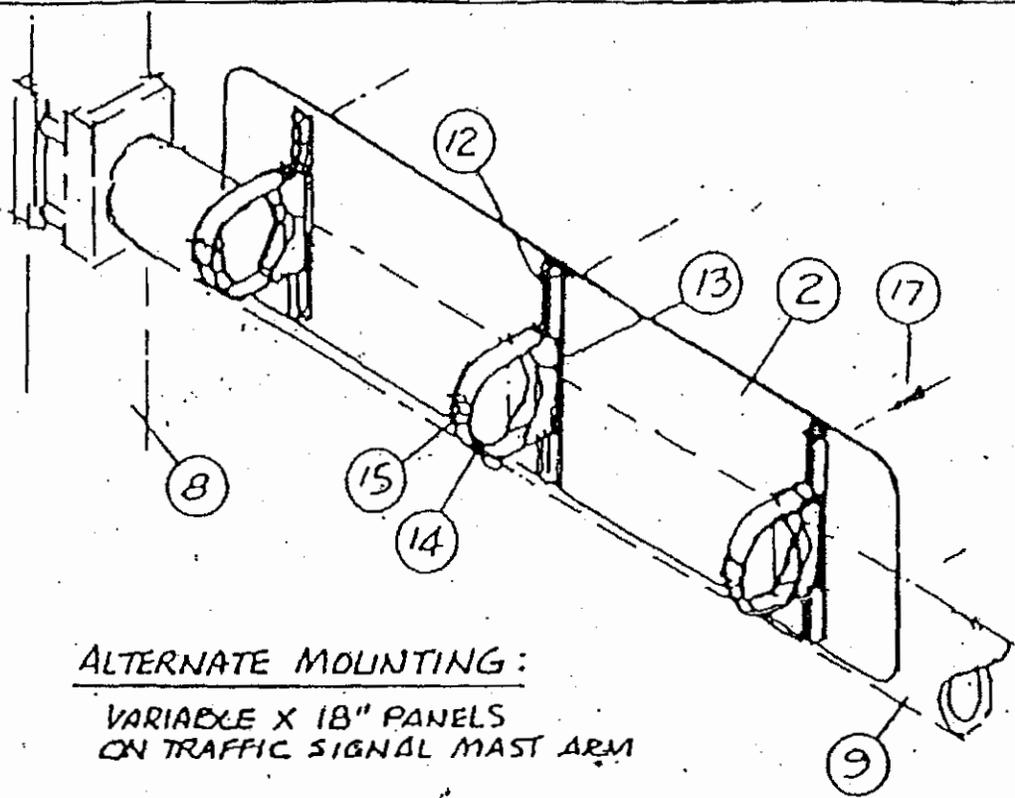
SEE MOUNTING ASSEMBLY NOTES FOR
SUPPORTING CHANNEL REQUIREMENTS
ON TSD-15C-2.

WHERE SIGN DEPTH IS
GREATER THAN 44"
36" MAX. A THIRD CHANNEL
SHALL BE ADDED.

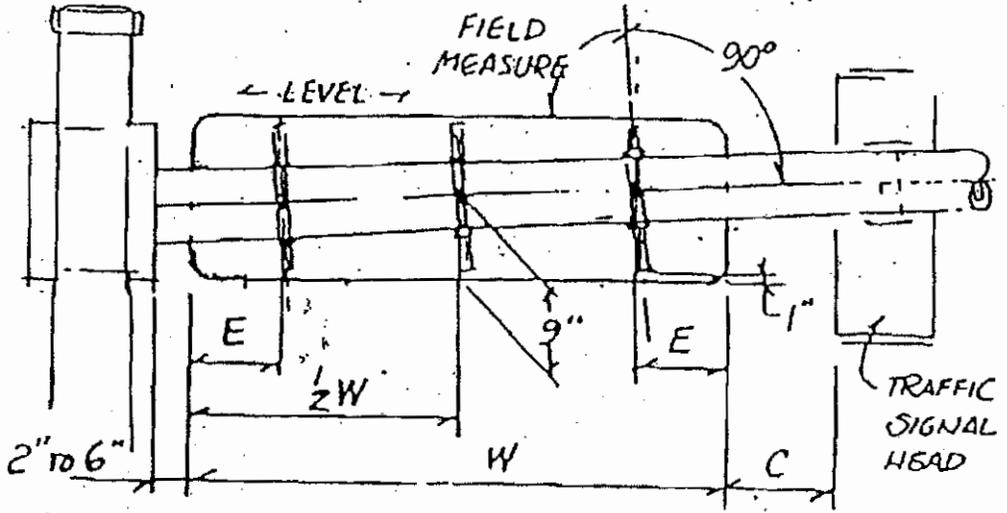


SIGN MOUNTING ASSEMBLY
DETAILS

TSD-15A-2



ALTERNATE MOUNTING:
 VARIABLE X 18" PANELS
 ON TRAFFIC SIGNAL MAST ARM



INCHES:

W	42	48	54	60	66	72
E	8	10	11	10	11	12
C	.75 W OR MORE DESIRED; 1'-0" MINIMUM					

HARDWARE AND ASSEMBLY REFERENCE

- 1 SIGN PANEL: WIDER THAN 30" AND 24" OR MORE IN DEPTH.
- 2 SIGN PANEL: 36", 42", 48", 54", 60", 66" OR 72" X 18".
- 3 SIGN PANEL: WIDER THAN 42" MOUNTED ON 2 OR MORE POSTS.
- 4 SIGN PANEL: 6.5 SQ. FT. OR LARGER; 2 OR MORE POSTS.
- 5 SIGN PANEL: LESS THAN 6.5 SQ. FT., 36" WIDE OR LESS; SINGLE POST OR POLE.
- 6 SIGN PANEL: 30" OR 36" DIAMOND ON SINGLE WOOD OR STEEL POST.
- 7 METAL POST – TYPE A OR TYPE B. (SEE TSD - 16-2).
- 8 ROUND POST OR POLE; LIGHT STANDARD OR TRAFFIC SIGNAL.
- 9 TRAFFIC SIGNAL MAST ARM.
- 10 TELESCOPING STEEL SIGN SUPPORT. (SEE TSD - 24-2).
- 11 WOOD SIGN SUPPORT – 4" X 6" (SEE TSD - 19-2).
- 12,13,16 CHANNEL, CLIP, BRACKET (SEE TSD - 16-2).
- 14 3/4" X 0.030" STAINLESS STEEL BAND, TYPE 201; REGULAR BAND.
- 15 STAINLESS STEEL BUCKLE, TYPE 801 TO FIT REGULAR BAND.
- 17 1/4" X 14 X 1" H. W. H. # 3 SELF TAPPING SIGN SCREW WITH NEOPRENE WASHER.
- 18 SIGN SCREW LOCATIONS FOR CHANNELS OR STANDARD 3/4" DIA. MOUNTING HOLES.
- 19 5/16" DIA. SQUARE HEAD BOLT, WASHER AND LOCKNUT.
- 20 5/16" DIA. HEX HEAD BOLT, NYLON WASHER, WASHER AND LOCKNUT.
- 21 NON SLIP WASHER.
- 22 SPACER BRACKET (SEE TSD - 18-2).
- 23 PIVOT BRACKET (SEE TSD - 18-2).
- 24 2-1/4" X 2-1/4" BASE SECTION (SEE TSD – 24-2).
- 25 2-1/2" X 2-1/2" SLEEVE SECTION (SEE TSD – 24-2).

MOUNTING ASSEMBLY NOTES

EXCEPT FOR CHANNELS AND NYLON FLAT WASHERS WHERE INDICATED, ALL MOUNTING HARDWARE SHALL BE STAINLESS STEEL.

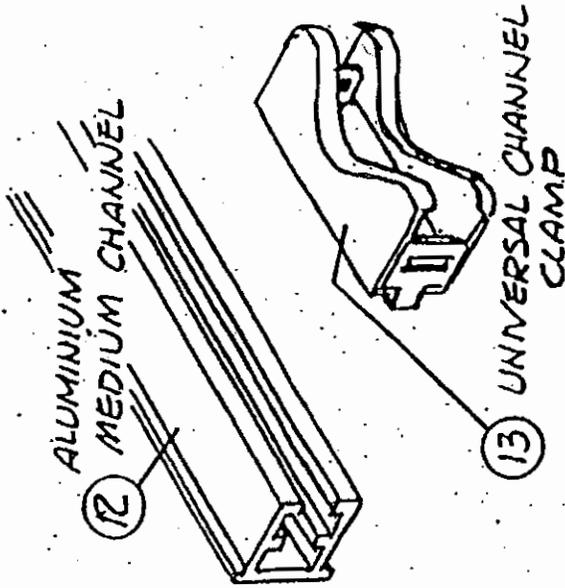
ALL BOLTS AND NUTS SHALL HAVE NATIONAL COARSE THREAD (UNC).

SUPPORTING CHANNELS SHALL BE USED TO BRACE A RECTANGULAR SIGN PANEL WIDER THAN 30" ON A SINGLE POST OR POLE, OR WIDER THAN 42" WHEN MOUNTED ON MORE THAN ONE POST, AND ON 48" X 48" DIAMOND SHAPED PANELS. SUPPORTING CHANNELS MAY BE USED TO MOUNT TWO ADJACENT SIGN PANELS. THE CHANNEL LENGTH SHALL BE 2" LESS THAN THE SIGN PANEL WIDTH.

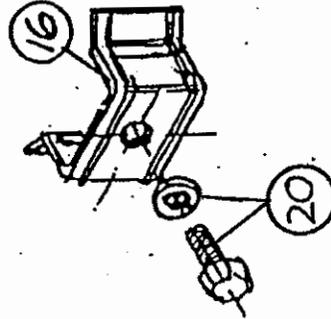
SIGN PANEL 30" AND LESS WIDE SHALL BE MOUNTED ON ONE POST ONLY.

OTHER MOUNTING HARDWARE MAY BE USED UPON THE ENGINEER'S APPROVAL AND COMPATIBILITY WITH EXISTING INSTALLATIONS.

FROM C.G.H.D. STD 304-2 12-89



FLARED 1" HIGH "C" BRACKET



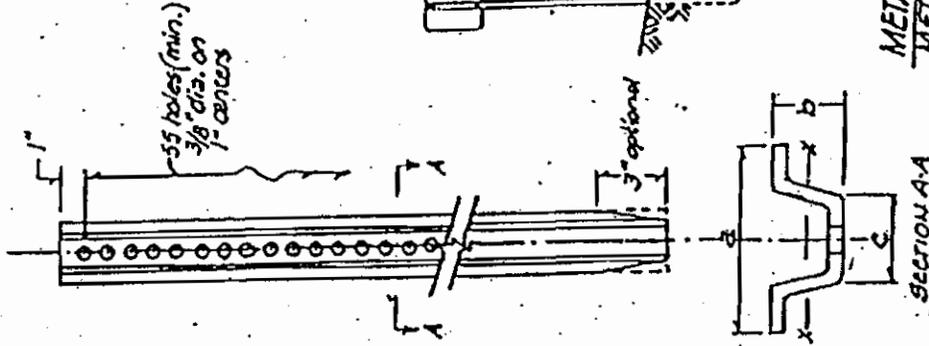
CHANNEL, CHANNEL CLAMP AND "C" BRACKET

STEEL	TYPE A	TYPE B
a	3 1/2"	3 3/4"
b	1 4"	1 4"
c	1 7/8"	1 3/4"
SAW/HT	0.223	0.241
20/HT	2.00	3.00

ALUMINUM	TYPE A	TYPE B
a	3 1/2"	4 5/8"
b	1 3/4"	2 4"
c	1 3/8"	2 3/8"
SAW/HT	0.435	0.466
165/HT	0.90	1.30

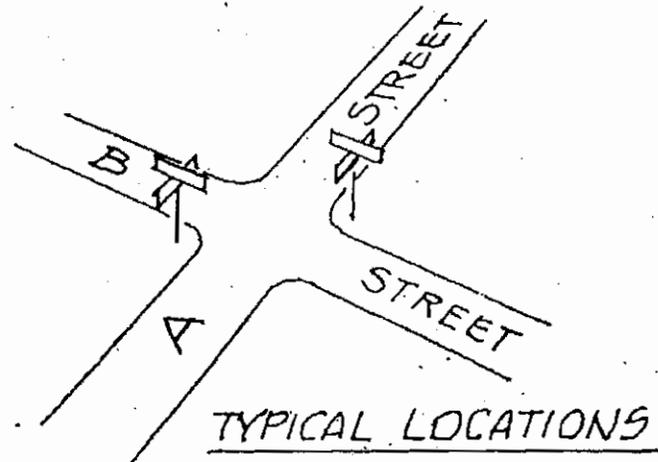
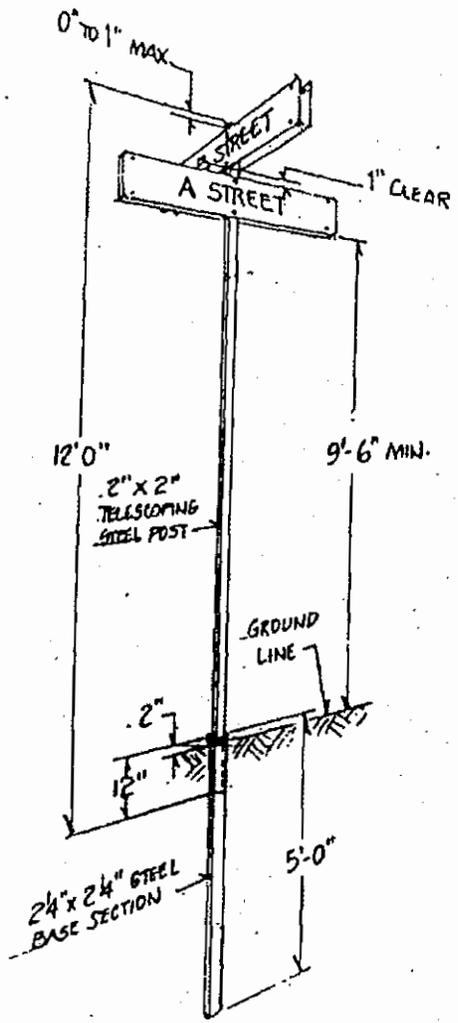
* Minimum section modulus

NOTE: No slots will be allowed.



METAL POST-TYPE A
METAL POST-TYPE B
DETAIL

TSD-16-2

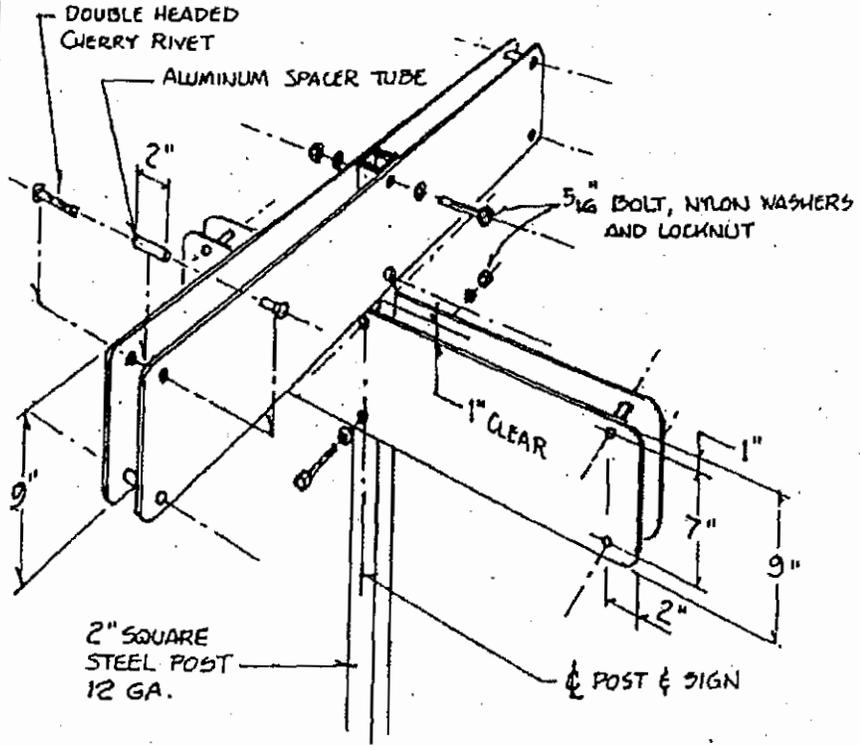


<u>STREET A</u>	<u>STREET B</u>
NEAR LEFT/FAR RIGHT	NEAR RIGHT/FAR LEFT
STATE ROAD _____	COUNTY ROAD _____
COUNTY ROAD _____	VILLAGE OR TOWNSHIP _____
COUNTY: HIGH VOLUME _____	COUNTY: LOW VOLUME _____
COUNTY ROADS OF EQUAL VOLUME:	
NORTH/SOUTH ROAD _____	EAST/WEST ROAD _____

INTERSECTION SIGNS WITHIN SOME MUNICIPALITIES MAY REQUIRE ALTERNATE LOCATIONS.

LATERAL CLEARANCES SHALL CONFORM WITH TSD-14.

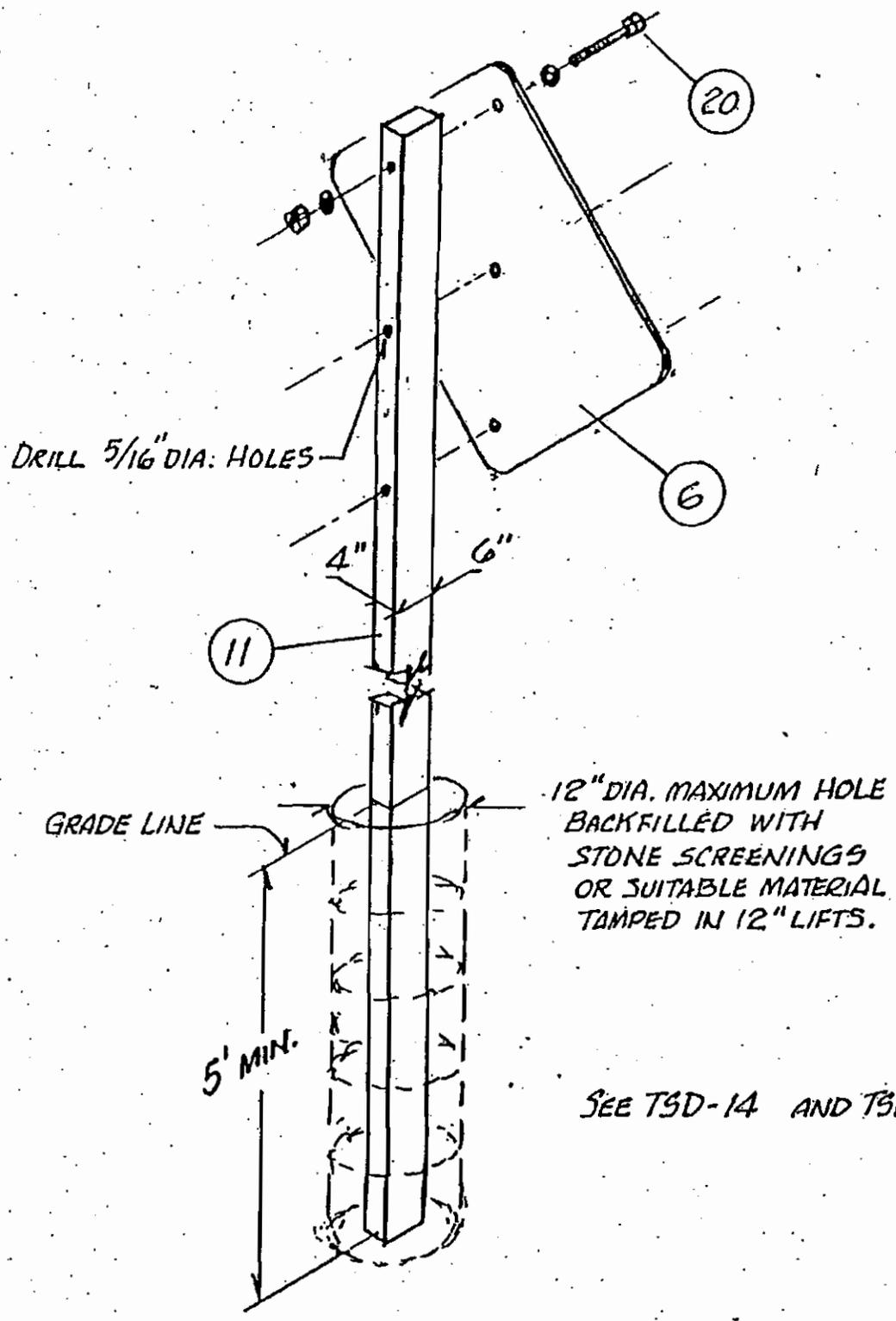
ALSO SEE TSD: 24-2



ALTERNATE DESIGNS MAY BE SUBMITTED FOR APPROVAL BY THE ENGINEER.

INTERSECTION
STREET NAME
ASSEMBLY

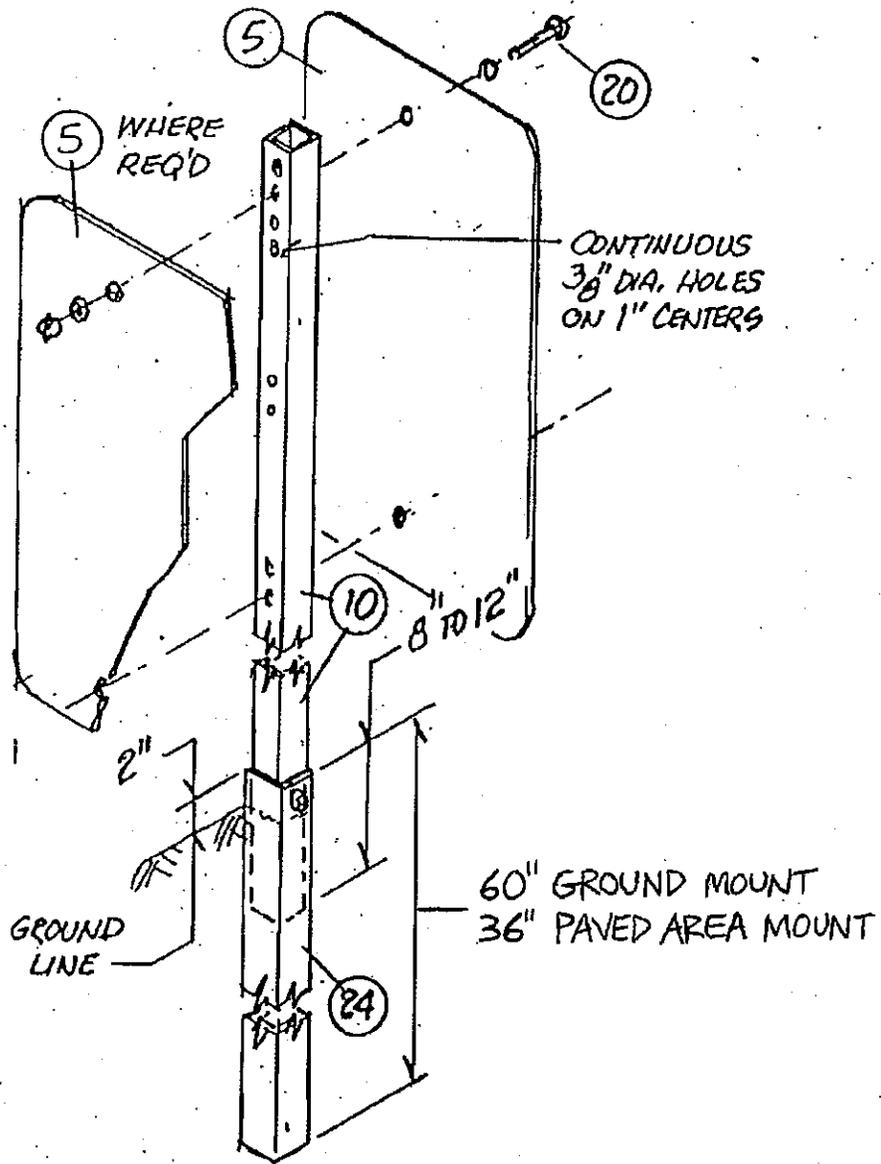
FROM I.D.O.T. STD 2319-4 5-81 / 7-90



SEE TSD-14 AND TSD-15C-2

WOOD SIGN SUPPORT

TSD-19.2



⑩ TELESCOPING STEEL SIGN SUPPORT

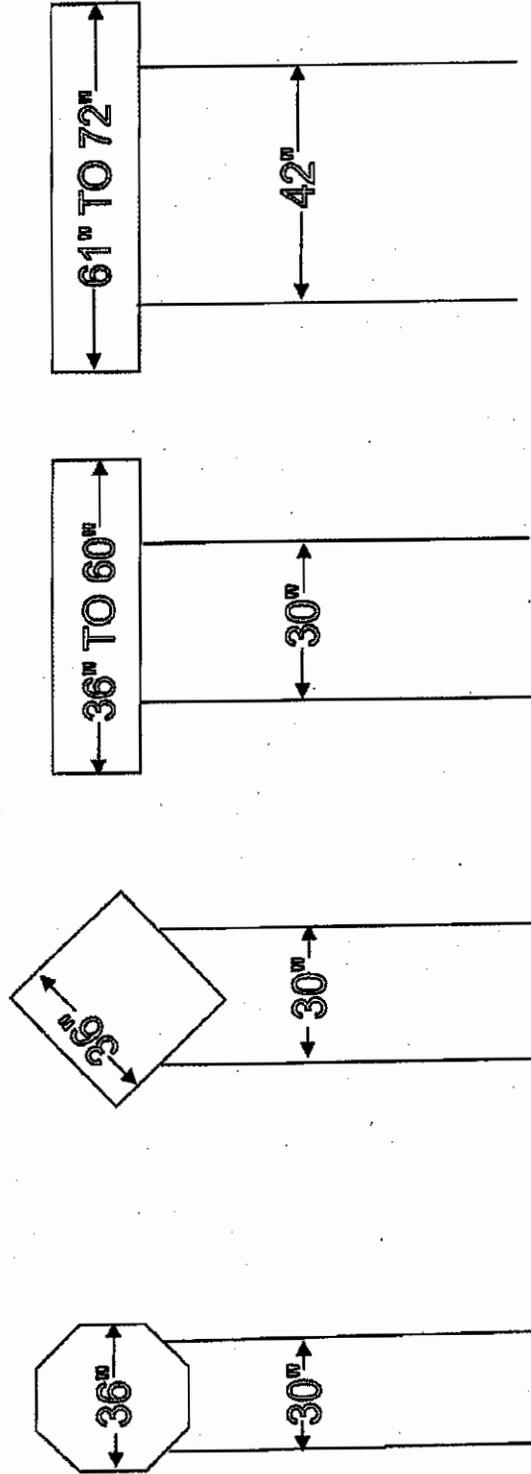
2" X 2" SQUARE TUBULAR TOP SECTION

FOR HARDWARE AND ASSEMBLY REFERENCE
SEE TSD-15C-2.

TSD-24-2

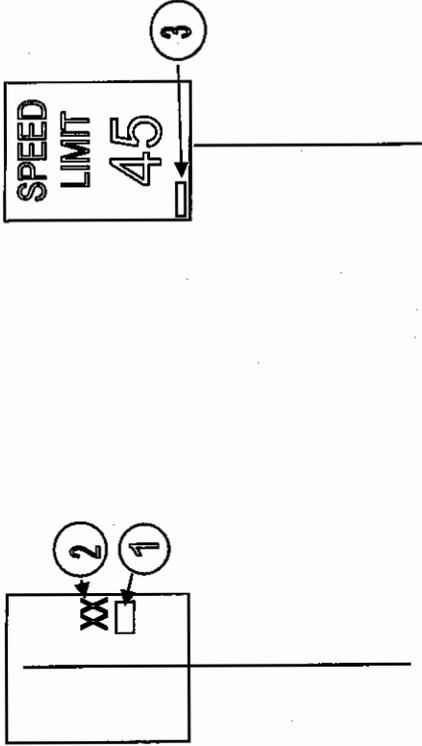
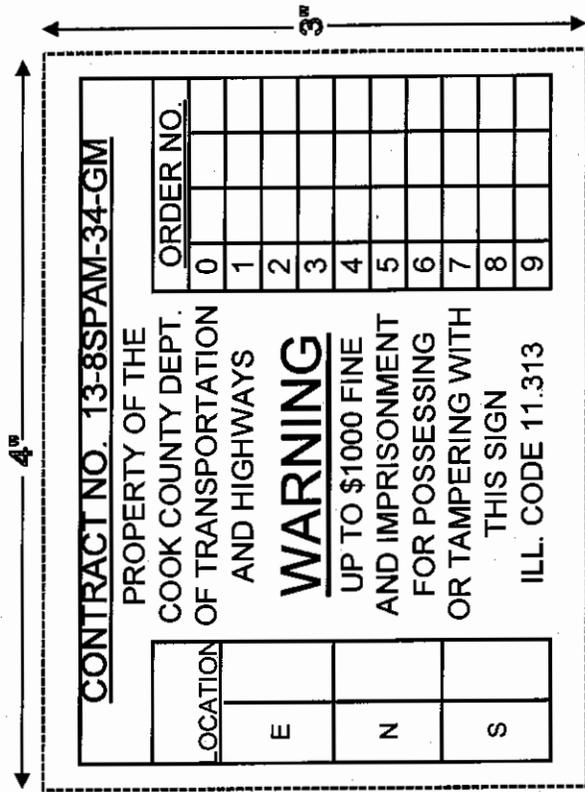
FROM CCHP STD 304-2 12-88

TWO POST SEPARATION STANDARD



ONE POST ONLY

1. Sign Panel width less than 36"
2. RailRoad sign W10-1
3. School Sign S1-1



GENERAL NOTES:

1. The identification decal shall have Black legend, with color of background to be determined by the Engineer. The material may be non-reflectORIZED or reflectORIZED sign face with weatherproof adhesive backing. The decal shall be applied as per drawing to the back side of all sign panels installed OR reinstalled/relocated. Work order number shall be punched in before application.
2. A decal of 3" series D numeral representing the last two digits of the year in which the sign was first installed shall be applied on the back of the sign and just above the identification decal. The numeral shall be of the RED color.
3. As shown in the drawing, wording 'CCDOTH XX-XX' 3/8" high shall be stenciled at bottom left of the sign face where XX-XX represents month and year of sign fabrication.
4. The cost of the material and labor for applying the decals and year identification number shall be considered as incidental to the Contract.
5. A finished sample of the decal shall be submitted to the Engineer for approval.
6. Identification decal and numeral shall be visible from roadway after application.

IDENTIFICATION DECAL

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 13-53-054 for COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that by making this Proposal, they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	SQUARE FOOT	25,000	SIGN PANEL - TYPE ZZ PRISMATIC RETROREFLECTIVE SHEETING, AS PER SPECIFICATIONS HEREIN. \$ <u>17.26 /SQ. FT.</u> \$ <u>431,500.00 /TOTAL</u>
2.	SQUARE FOOT	1,000	SIGN PANEL - TYPE ZZ PRISMATIC RETROREFLECTIVE SHEETING, MAST ARM ASSEMBLY/OVERHEAD STRUCTURE MOUNTED, AS PER SPECIFICATIONS HEREIN. \$ <u>30.00 /SQ. FT.</u> \$ <u>30,000.00 /TOTAL</u>
3.	LINEAL FOOT	1,000	METAL POST - TYPE B, AS PER SPECIFICATIONS HEREIN. \$ <u>8.00 /LIN. FT.</u> \$ <u>8,000.00 /TOTAL</u>
4.	LINEAL FOOT	10,000	TELESCOPING STEEL SIGN SUPPORT, AS PER SPECIFICATIONS HEREIN. \$ <u>8.60 /LIN. FT.</u> \$ <u>86,000.00 /TOTAL</u>
5.	LINEAL FOOT	150	WOOD SIGN SUPPORT, AS PER SPECIFICATIONS HEREIN. \$ <u>26.00 /LIN. FT.</u> \$ <u>3,900.00 /TOTAL</u>

PROPOSAL

6.	EACH	20	DRILL HOLE IN CONCRETE OR ASPHALT, AS PER SPECIFICATIONS HEREIN.
			\$ <u>50.00 /EA.</u>
			\$ <u>1,000.00 /TOTAL</u>
7.	EACH	2,000	REMOVAL OF SIGN PANEL(S), AS PER SPECIFICATIONS HEREIN.
			\$ <u>25.00 /EA.</u>
			\$ <u>50,000.00 /TOTAL</u>
8.	EACH	1,000	REMOVAL OF SIGN SUPPORT(S), AS PER SPECIFICATIONS HEREIN.
			\$ <u>38.00 /EA.</u>
			\$ <u>38,000.00 /TOTAL</u>
9.	EACH	200	REINSTALLATION/RELOCATION OF SIGN PANEL ASSEMBLY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>60.00 /EA.</u>
			\$ <u>12,000.00 /TOTAL</u>
10.	EACH	200	REINSTALLATION/RELOCATION OF SIGN SUPPORT(S), AS PER SPECIFICATIONS HEREIN.
			\$ <u>53.00 /EA.</u>
			\$ <u>10,600.00 /TOTAL</u>
11.	EACH	10	CLEANING/WASHING OF SIGN PANEL ASSEMBLY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>50.00 /EA.</u>
			\$ <u>500.00 /TOTAL</u>

PROPOSAL

12.	EACH	100	EMERGENCY SIGN ASSEMBLY INSTALLATION, AS PER SPECIFICATIONS HEREIN.
			\$ <u>500.00 /EA.</u>
			\$ <u>50,000.00 /TOTAL</u>
13.	EACH	10	TEMPORARY FLASHING BEACON, AS PER SPECIFICATIONS HEREIN.
			\$ <u>126.00 /EA.</u>
			\$ <u>1,260.00 /TOTAL</u>
14.	EACH	10	WARNING FLAG, AS PER SPECIFICATIONS HEREIN.
			\$ <u>31.00 /EA.</u>
			\$ <u>310.00 /TOTAL</u>
15.	EACH	50	FLEXIBLE DELINEATOR POST, AS PER SPECIFICATIONS HEREIN.
			\$ <u>90.00 /EA.</u>
			\$ <u>4,500.00 /TOTAL</u>
16.	EACH	4,000	TRIANGULAR HI-INTENSITY GUARDRAIL DELINEATOR, AS PER SPECIFICATIONS HEREIN.
			\$ <u>12.20 /EA.</u>
			\$ <u>48,800.00 /TOTAL</u>
17.	EACH	60	INSTALLATION OF COUNTY-OWNED SIGN PANEL ASSEMBLY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>80.00 /EA.</u>
			\$ <u>4,800.00 /TOTAL</u>

PROPOSAL

18.	EACH	60	REMOVAL AND STORAGE OF COUNTY-OWNED SIGN PANEL ASSEMBLY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>70.00 /EA.</u>
			\$ <u>4,200.00 /TOTAL</u>
19.	\$20,000.00		ADDITIONAL WORK ALLOWANCE, AS PER SPECIFICATIONS HEREIN.
			\$ <u>20,000.00 /ALLOWANCE.</u>
			\$ <u>20,000.00 /TOTAL</u>

GRAND TOTAL: 805,370.00

SERVICE DATE: Two (2) Years
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

PROPOSAL

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date: 07/22/2013
 Addendum No. 2 Date: 07/24/2013
 Addendum No. _____ Date: _____

QUICK PAYMENT DISCOUNTS

Cook County is working hard to reduce budgets, engage in strategic sourcing, and streamline internal processes. Consequently, Cook County has initiated a Quick Payment program. The Quick Payment program serves the purpose of both benefiting Cook County and the vendor community. The County will be able to purchase goods and services in a timelier manner while improving vendor relations. Vendors will benefit from reduced collection periods and improved capital charges. This will allow the vendor community to also reduce opportunity costs and improve strategic planning capabilities. In the chart below please provide what quick payment discounts your company is willing to offer. This will be used for informational purposes.

Quick Payment Discounts

1	What payment terms would your company propose for this program?	Net 30 Days	
2	Is there a quick payment discount that your company would be willing to offer? If so, please provide details	EARLY PAYMENT	% DISCOUNT
		NET 30	0
		NET 20	0
		OTHER	0

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

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

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

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

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

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

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

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

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

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

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

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: Stevenson Crane Service

Address: 410 Stevenson Drive

E-mail: chris@stevenson.com

Contact Person: Donna Stevenson Phone: 630.972.9199

Dollar Amount Participation: \$ 80,537.00

Percent Amount of Participation: 10 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Chicago United Industries

Address: 53 West Jackson Blvd - Suite 1450

E-mail: gl@cuilt.com

Contact Person: George Loera Phone: 312.786.1471

Dollar Amount Participation: \$ 201,342.50

Percent Amount of Participation: 25 %

*Letter of Intent attached? Yes X No _____

*Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: STEVENSON CRANE SERVICE
Address: 410 Stevenson Drive
City/State: Bolingbrook, IL Zip: 60440
Phone: (630) 972-9199 Fax: (630) 972-0303
Email: chris@stevensoncrane.com

Certifying Agency: City of Chicago
Certification Expiration Date: 3/1/14
FEIN #: _____
Contact Person: Donna Stevenson
Contract #: (630) 972-9199

Participation: Direct Indirect

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

No Yes - Please attach explanation. Proposed Subcontractor: _____

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

Rental of lifting and hoisting equipment and man lifts, equipment repairs, misc. equipment rentals

Rental of lifting and hoisting equipment and man lifts, equipment repairs, misc. equipment rentals

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

10% - Net 30 Days

10% of Contract Value = \$80,537.00 Terms = Net 30 Days

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Donna Stevenson
Signature (M/WBE)

Donna Stevenson
Print Name

Stevenson Crane Service
Firm Name

08/09/2013
Date

Subscribed and sworn before me

this 9th day of August 20 13

Notary Public *Dawn Graziano*

SEAL



Todd M. Fiegl
Signature (Prime Bidder/Proposer)

Todd M. Fiegl
Print Name

Western Remac, Inc.
Firm Name

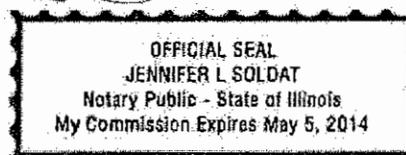
08/09/2013
Date

Subscribed and sworn before me

this 9th day of August 20 13

Notary Public *Jennifer L Soldat*

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

SEP 04 2013

Ms. Donna Stevenson
Stevenson Crane Service, Inc.
410 Stevenson Drive
Bolingbrook, IL 60440

Dear Ms. Stevenson:

We are pleased to inform you that Stevenson Crane Service, Inc., has been re-certified as a Woman Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 03/01/2014; however your firm's certification must be re-validated 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.

Your firm's five year certification will expire on 03/01/2014. 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 01/01/2014.

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 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
- 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, 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

237990 – Heavy Construction (Non-Building Project)

237990 – Other Heavy and Civil Engineering Construction

*CRANE RENTAL *MISSING**

Your firm's participation on City contracts will be credited only toward Woman 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 Women-Owned Business Enterprise (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/cm

Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name Stevenson Crane Service, Inc.
Owner Donna Stevenson
Address 410 Stevenson Dr.
> [Map This Address](#) Bolingbrook, IL 60440
Phone 630-972-9199
Fax 630-972-0303
Email donna@stevensoncrane.com

Certification Information

Certifying Agency City of Chicago
Certification Type WBE - Women Business Enterprise
Certification Date 9/4/2013
Renewal/Anniversary Date 3/1/2014
Expiration Date 3/1/2014
Certified Business Description NAICS 237310 Highway, Street, and Bridge Construction
NAICS 237990 Heavy Construction (Non-Building Project)
NAICS 237990 Other Heavy and Civil Engineering Construction

Commodity Codes

NAICS 237310 Highway, Street, and Bridge Construction ([More](#))
NAICS 237990 Heavy Construction (Non-Building Project) ([More](#))
NAICS 237990 Other Heavy and Civil Engineering Construction ([More](#))
NIGP 97526 Crane Rental or Lease

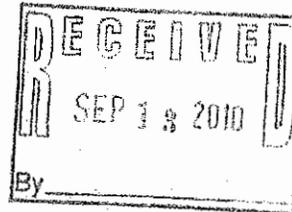
Customer Support

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[Print This Page](#)



CITY OF CHICAGO
OFFICE OF COMPLIANCE



August 24, 2010

Donna Stevenson
Stevenson Crane Service, Inc.
410 Stevenson Dr.
Bolingbrook, IL 60440

Annual No Change Affidavit Due:

March 1, 2011

Dear: Donna Stevenson

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until March 1, 2014.

As you know, your firm must also be re-validated annually. We extended the deadline for submitting the No-Change Affidavit to September 1st so that we might review the program for ways to streamline the process. As a result, while you will still be required to submit an annual No-Change Affidavit, we will no longer require firms to submit financial records with the Affidavit, and we will allow the Affidavit to be submitted on-line. This should improve the process for businesses and make it easier to comply with annual validation requirements. However, as part of our program improvements, we will also increase auditing activities, and you may at any time be required to submit financial records and other documents needed to support your continued eligibility.

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **March 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **December 31, 2010**.

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

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely

representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

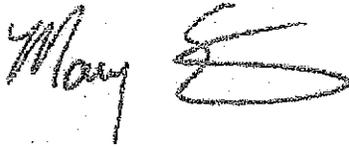
Stevenson Crane Service, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

97526 Crane Rental or Lease

Your firm's participation on City contracts will be credited only toward **WBE** goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work done in a specialty category.

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary E.", with a stylized flourish at the end.

Mary Elliott
Acting Managing Deputy



hereby grants

National Women's Business Enterprise Certification

to

Stevenson Crane Service, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Development Center - Chicago, a WBENC Regional Partner Organization.

Hedy M. Patner
Authorized by Hedy M. Patner, Co-President, S. Carol Dougal, Co-President
Women's Business Development Center - Chicago



Expiration Date: 11/26/2013
WBENC National Certificate Number: 2005111801

NAICS Codes: 532412, 237310, 237990, 238120, 238910, 238690, 423810, 423830

UNSPSC Codes: 22000000, 22100000





Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name Stevenson Crane Service, Inc.
 Address 410 Stevenson Drive
 City Bolingbrook
 County Will
 State Illinois Zip 60440
 Phone 630-972-9199 Email donna@stevensoncrane.com

I Donna Stevenson, Contract # _____
 (Print Name)
President
 (Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as:
 Black Hispanic Asian Woman DBE
 and, the Personal Net Worth of the qualifying (51%) individual(s) does does not
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of
 the owner's primary residence. An individual's personal net worth includes only his or her own share
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that Stevenson Crane Service, Inc.
 (Name of Company)
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I Donna Stevenson
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

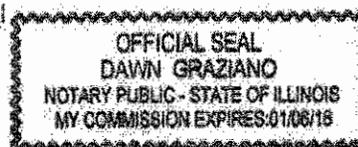
Signature Donna Stevenson
 Title President Date 9/5/2013

Subscribed and sworn to before me this 5th day of September, 2013
 (Month) (Year)

Dawn Graziano
 (Notary's Signature)

Notary's Seal

My Commission Expires 1/4/2014



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Chicago United Industries, Ltd. Certifying Agency: City of Chicago
Address: 53 W. Jackson Blvd, Ste 1450 Certification Expiration Date:
City/State: Chicago Zip: 60604 FEIN #: 36-3453915
Phone: 3127861471 Fax: 3127861026 Contact Person: George Loera
Email: gl@cui ltd.com Contract #: 13-8SPAM-34-GM
13-53-054

Participation: [x] Direct [] Indirect

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

[x] No [] Yes - Please attach explanation. Proposed Subcontractor:

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

Will Provide Aluminum Sign Blanks

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

25%

Net 30 days

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

George Loera
Signature (M/WBE)

George Loera
Print Name

Chicago United Industries, Ltd.
Firm Name

07/18/2013
Date

Todd M. Fiegel
Signature (Prime Bidder/Proposer)

Todd M. Fiegel
Print Name

Western Remac, Inc.
Firm Name

8/9/13
Date

Subscribed and sworn before me

this 18th day of July, 2013

Notary Public: Gabriela Jaime

SEAL

OFFICIAL SEAL
GABRIELA JAIME
Notary Public, State of Illinois
My Commission Expires 04/23/2017

Subscribed and sworn before me

this 9th day of August, 2013

Notary Public: Jennifer L Soldat

SEAL

OFFICIAL SEAL
JENNIFER L SOLDAT
Notary Public - State of Illinois
My Commission Expires May 5, 2014



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

August 30, 2013

George Loera
Chicago United Industries, Ltd.
53 West Jackson Blvd, Suite 1450
Chicago, IL 60604-3606

Email: gl@cuiltl.com

Dear Mr. Loera

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman Jr.", written over a large, faint circular stamp or watermark.

George Coleman Jr.
Deputy Procurement Officer

GC/at



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

gl@cuitd.com

July 29, 2013

George Loera
Chicago United Industries, Ltd.
53 W. Jackson Blvd., Suite 1450
Chicago, IL 60604

Dear Mr. Loera:

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "George Coleman", written over a horizontal line.

George Coleman
Deputy Procurement Officer

GC:al



CITY OF CHICAGO
OFFICE OF COMPLIANCE

December 2, 2011

George Loera
Chicago United Industries, LTD
53 West Jackson Blvd
Suite 1450
Chicago, IL 60604-3606

Annual Certificate Expires: February 1, 2013

Dear George Loera:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) by the City of Chicago. This certification is valid until February 1, 2013.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by 12/1/2012.

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

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

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

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

Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

**HEATERS, ELECTRIC (BASEBOARD TYPE) AND PARTS, HEATERS,
ELECTRIC (PANEL OR WALL TYPE) AND PARTS
APPLIANCES, SMALL, ELECTRIC, ELEC.PARTS (NOT IGNITION), SPARK
PLUG CLEANER AND TESTER, ELECTRIC, WATER SAFETY EQUIPMENT
AND SUPPLIES; ROPE FLOAT LINES, LAMPS, MISCELLANEOUS POLES
AND STANCHIONS, VACUUM CLEANERS, (COMM, WET OR DRY), PARTS,
AND ACCESSORIES, JANITORIAL EQUIPMENT AND SUPPLIES,
RECYCLED MACHINERY AND HARDWARE, INDUSTRIAL, ELEC.
ACCESSORIES AND PARTS (NOT LIGHTING), LAMPS/LIGHTING, LENS,
AND SIGNALS, INT. AND EXT., PIPE FITTINGS, MISC., DRYERS, HAND,
ELECTRIC, WATER PUMPS AND ACCESSORIES, SECURITY SYS/
EQUIPMENT, COMMUNICATIONS, FULL NON CHEM/CHEM/WATER
TREATMENT SYS: ULTRAVIOLET WATER SUPP FILTRATION
EQUIPMENT AND ACCESSORIES, WATER METER FITTINGS, WATER
ACCESSORIES, PARTS AND CONVERSION KITS AUTO, TRUCK AND BUS
PARTS AND EQUIPMENT, ELECTRICAL SUPPLIES, AUTO SUPPLIES AND
EQUIPMENT, WATER DISTRIBUTION SUPPLIES AND EQUIPMENT,
FURNITURE, ALUMINUM SIGN BLANKS**

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

Thank you for your continued participation in the City's Supplier Diversity Program.

Sincerely,



**Michael Chambers
Senior Compliance Officer**



Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name CHICAGO UNITED INDUSTRIES, LTD.
 Address 53 W. JACKSON BLVD., SUITE 1450
 City CHICAGO
 County _____
 State ILLINOIS Zip 60604
 Phone 312-786-4771 Email g1@cuiltd.com

I GEORGE LOERA, Contract # 13-53-054
 (Print Name)
PRESIDENT
 (Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as;
 Black Hispanic Asian Woman DBE
 and, the Personal Net Worth of the qualifying (51%) individual(s) does does not
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of
 the owner's primary residence. An individual's personal net worth includes only his or her own share
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that CHICAGO UNITED INDUSTRIES, LTD
 (Name of Company)
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

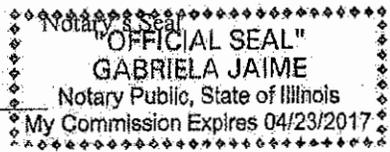
Upon penalty of perjury, I GEORGE LOERA
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

Signature George Loera
 Title PRESIDENT Date 9/6/13

Subscribed and sworn to before me this 6th day of September, 2013
 (Month) (Year)

Gabriela Jaime
 (Notary's Signature)
 My Commission Expires 4/23/17



CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name Address

None

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

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

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

Yes: _____ No: X

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

N/A

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

Yes: _____ No: X

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): None

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"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 Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. 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.

Privilege Information:

County Privilege: Contract 13-53-054 / Section 13-8SPAM-34-GM: Sign Panel Assembly Maint.
County Department: Cook County Highway Department

Applicant Information:

Last name: Longoria First Name: Jill MI: M
SS# (Last Four Digits): 4 1 8 9 Date of Birth: 11/18/1966
Street Address: 8917 Tara Hill Road
City: Darien State: IL Zip: 60561
Home Phone: (630)202.1159 Drivers License No: L526-4336-6928

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

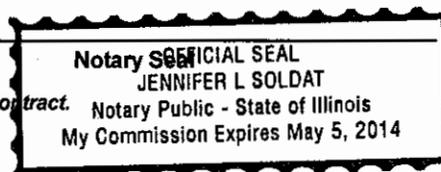
- X A. The Applicant has no judicially or administratively ordered child support obligations.
_____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
_____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
_____ D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 08/09/2013

Subscribed and sworn to before me this 9th day of August, 20 13

[Signature]
Notary Public Signature



Note: The above information is subject to verification prior to the award of the contract.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"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 Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. 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.

Privilege Information:

County Privilege: Contract 13-53-054 / Section 13-8SPAM-34-GM: Sign Panel Assembly Maint.
County Department: Cook County Highway Department

Applicant Information:

Last name: Conoscenti First Name: Michael MI: V
SS# (Last Four Digits): 8 3 4 6 Date of Birth: 07/06/1970
Street Address: 334 Montclair
City: Glen Ellyn State: IL Zip: 60137
Home Phone: (630) 276 - 3990 Drivers License No: C525-5587-0192

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

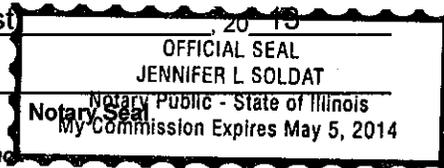
- A. The Applicant has no judicially or administratively ordered child support obligations.
 B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
 C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
 D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: [Signature] Date: 08/09/2013

Subscribed and sworn to before me this 9th day of August, 2013

[Signature]
Notary Public Signature



Note: The above information is subject to verification prior to the award of the contract.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Western Remac, Inc. D/B/A: _____ EIN NO.: 36-3343234

Street Address: 1740 Internationale Parkway

City: Woodridge State: IL Zip Code: 60517

Phone No.: 630.972.7770

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
<u>Michael Conoscenti</u>	<u>334 Montclair - Glen Ellyn, IL 60137</u>	<u>33-1/3%</u>
<u>Jill Longoria</u>	<u>8917 Tara Hill Road - Darien, IL 60561</u>	<u>33-1/3%</u>
<u>Vicki Fiegl</u>	<u>746 Kenilworth - Glen Ellyn, IL 60137</u>	<u>33-1/3%</u>

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
<u>N/A</u>		

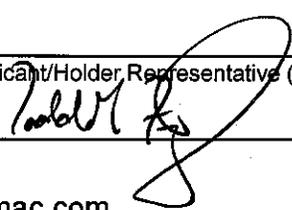
3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
<u>N/A</u>			

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.

Todd M. Fiegl
 Name of Authorized Applicant/Holder Representative (please print or type)


 Signature

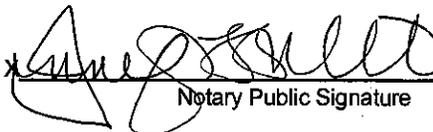
todd@westernremac.com
 E-mail address

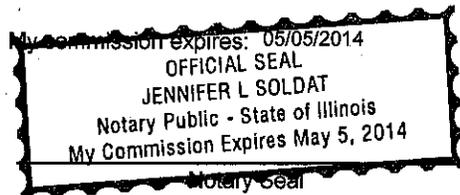
Vice President
 Title

08/09/2013
 Date

630.972.7770
 Phone Number

Subscribed to and sworn before me this 9th day of August, 2013.


 Notary Public Signature





COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Todd M. Fiegl Title: Vice President

Business Entity Name: Western Remac, Inc. Phone: 630.972.7770

Business Entity Address: 1740 Internationale Parkway - Woodridge, IL 60517

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

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

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

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

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

Todd M. Fiegl 08/09/2013
Owner/Employee's Signature Date

Subscribe and sworn before me this 9th Day of August, 20 13

a Notary Public in and for DuPage County

Jennifer L Soldat
(Signature)
OFFICIAL SEAL
NOTARY PUBLIC JENNIFER L SOLDAT
Notary Public - State of Illinois
SEAL My Commission Expires May 5, 2014

My Commission expires 05/05/2014

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege. .

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Western Remac, Inc.

BUSINESS ADDRESS: 1740 Internationale Parkway
Woodridge, IL 60517

BUSINESS TELEPHONE: 630.972.7770 FAX NUMBER: 630.972.9680

CONTACT PERSON: Todd M. Fiegl

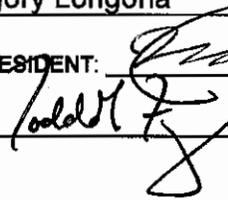
FEIN: 36-3343234 *IL CORPORATE FILE NUMBER: 5366-853-4

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Michael Conoscenti VICE PRESIDENT: Todd M. Fiegl

SECRETARY: Gregory Longoria TREASURER: Jill Longoria

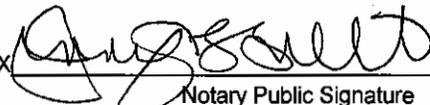
**SIGNATURE OF PRESIDENT: 

ATTEST:  ~~CORPORATE SECRETARY~~

Vice President (please see
attached by-laws)

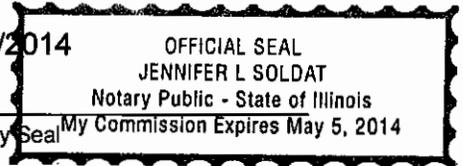
Subscribed and sworn to before me this

9th day of August, 20 13


Notary Public Signature

My commission expires: 05/05/2014

Notary Seal



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

This special meeting of the Board of Directors of **WESTERN REMAC, INC.**, an Illinois Corporation, was held by consent on this 1st day of April, 2009, pursuant to a Waiver of Notice signed by all the Directors of the Corporation and annexed to the Minutes of this meeting. Upon motion made, seconded and unanimously carried, **Michael Conoscenti** was chosen as Chairman of the meeting and **Gregory Longoria** was chosen as Secretary of the Meeting.

Present were the Directors of the Corporation, namely:

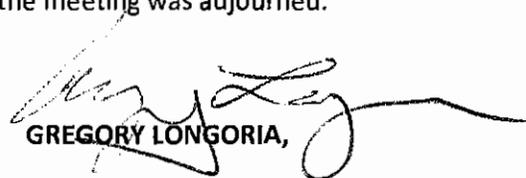
MICHAEL CONOSCENTI

VICKI FIEGL

JILL LONGORIA

The Chairman stated that the purpose of the meeting was to add a corporate resolution authorizing First Vice President, **TODD M. FIEGL** to execute contracts and bonds on behalf of the Corporation. All directors of the meeting having voted, and the vote having been counted, the Chairman announced that the aforesaid resolution had been passed by the affirmative vote of all of the Directors of the Corporation present at the meeting.

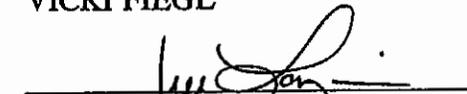
There being no further business to come before the meeting, on motion duly made, seconded, and unanimously carried, the meeting was adjourned.

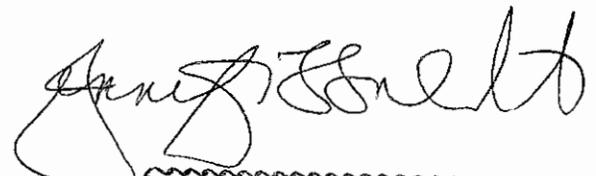

GREGORY LONGORIA,
SECRETARY OF THE MEETING

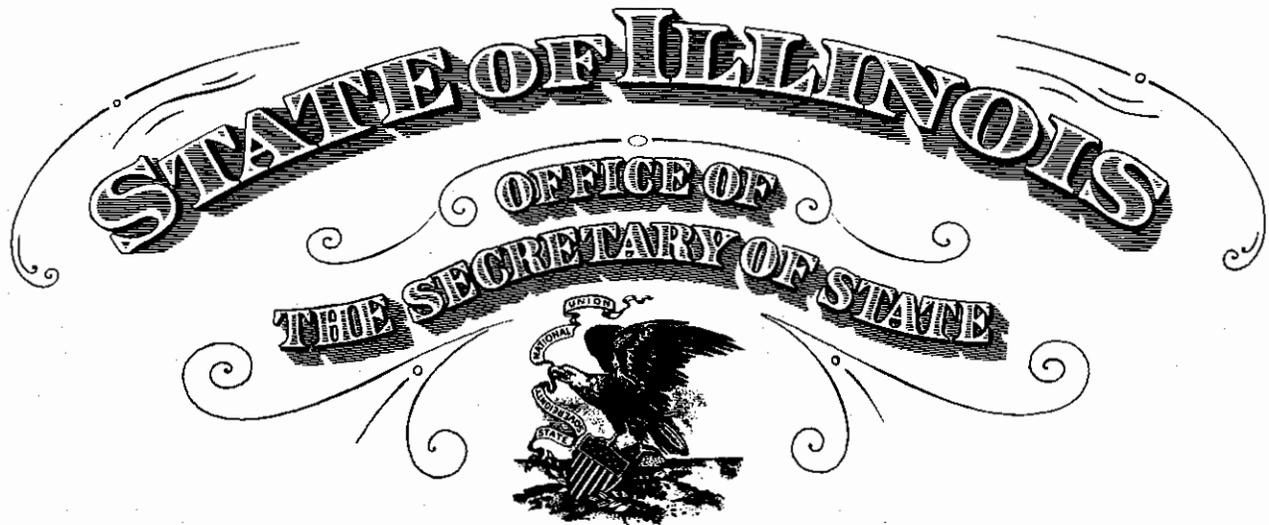
APPROVED:


MICHAEL CONOSCENTI


VICKI FIEGL


JILL LONGORIA


"OFFICIAL SEAL"
JENNIFER L. SOLDAT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 5/5/2010



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

WESTERN REMAC, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON DECEMBER 03, 1984, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 6TH day of AUGUST A.D. 2013*

Jesse White

Authentication #: 1321801750

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

John G. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 26 DAY OF NOVEMBER, 2013.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

13-53-054

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 805,370⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

NOV 13 2013

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

COM _____