

Addendum No. 1 Attachment No. 2 Cover Page - R

BIDDER: PREFORM TRAFFIC CONTROL SYSTEMS, LTD.

DOCUMENT NO.: 1428-13407



STRIPING INTERSECTIONS AND CROSSWALKS
FOR
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

ISSUED BY THE OFFICE OF THE CHIEF PROCUREMENT OFFICER

Section Number: 14-8STIC-35-GM

PREBID MEETING:

DATE: Thursday, March 20, 2014
TIME: 11 a.m.
PLACE: Cook County Building
118 N. Clark Street, Room 1018
Chicago, Illinois 60602

BOARD OF COMMISSIONERS COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON WEDNESDAY, APRIL 16, 2014 at 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602

CONTACT: CHO NG, SENIOR CONTRACT NEGOTIATOR
EMAIL: cho.ng@cookcountyil.gov

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2014

BID BOND: 5% OF YOUR BID

SURETY BOND: REQUIRED

COM _____

REQ#110360

**INSTRUCTIONS TO BIDDERS
BID CONTRACTS
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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**GC-06 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. 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.

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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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 of 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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

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

The Cook County Department of Risk Management maintains the rights to modify, deletes, alters or change these requirements.

The Contractor shall maintain insurance as set forth below.

a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

b) Commercial General Liability Insurance

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

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

i) All Premises and Operations.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

ii) Contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement.

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

c) Commercial Automobile Liability Insurance

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

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

D. Excess Liability

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

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

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

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

Additional Insured

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

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

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

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

Qualification of Insurers

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

Certificates of Insurance

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

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

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

Notice of Cancellation or Non-Renewal

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

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

Property Insurance

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS
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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-38 FEDERAL CLAUSES1. 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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (CONT.)

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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CONT.)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 ("ADAAG"); 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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

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

SC-01 SCOPE

The bidder shall furnish Striping Intersections and Crosswalks for the Cook County Department of Transportation and Highways, all in accordance with the Contract Documents, Specifications and Proposal herein. The bidder shall furnish and install various types of paint, thermoplastic, and modified urethane pavement and median markings, and raised reflective pavement markers and replacement reflectors, on various roads and locations throughout the Cook County Highway System.

SC-02 CONTRACT PERIOD - 06/30/2014 to 06/29/2016

This contract is effective for twenty-four (24) months after award by the Board of Commissioners and after proper execution of the Contract Documents, with the option to renew this contract for an additional three, one (1) year periods. The County has the sole discretion to exercise any or all option years.

Unless directed by Cook County, work as described in this contract shall begin no earlier than April 1 of each year, and with the exception of roads which are scheduled for resurfacing or reconstruction and any additional work, all work shall be completed by October 31 of each year.

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 from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than four (4%) percent MBE and fourteen (14%) percent WBE of the awarded contract price for work to be performed.

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals for 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 nonresponsive and will not be considered for award. The MBE/WBE firms must be certified by the County of Cook or the City of Chicago.

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as 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 purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SC-05 SERVICE LOCATION

All services shall be performed at: Countywide

SC-06 PRE-BID CONFERENCE/SITE INSPECTION

The County will hold a Pre-Bid Conference at the Cook County Building, 118 N. Clark Street, Room 1018, and Chicago, Illinois 60602. Representatives from the Procurement Department and the County Highway Department will comprise the panel to respond to answer any questions regarding this solicitation. It is not mandatory that the bidders attend this Pre-Bid Conference, however it is highly recommended. Prospective Proposers must respond to Cho Ng at (312) 603-2391 or e-mail cho.ng@cookcountyl.gov on or before March 19, 2014, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend the Pre-Bid Conference.

DATE: March 20, 2014

TIME: 11:00 am

PLACE: Cook County Building, 118 N. Clark Street, Room 1018, Chicago, Illinois 60602

SC-07 INQUIRIES

A copy of any written request for interpretation of documents shall be provided to the Office of the 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-04 "Exceptions", Page IB-2). **Inquiries must be received no later than 3:00 p.m. on March 31, 2014. Inquiries will be answered by the first week of April, 2014.**

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

Shannon E. Andrews
Cook County Chief Procurement Officer
c/o Cho Ng, Senior Contract Negotiator
118 N. Clark Street, Room 1018
Chicago, IL 60602
Contact Info for Senior Contract Negotiator:
Cho Ng: (312) 603-2391, cho.ng@cookcountyl.gov

SC-08 NOTIFICATION

Do not service until notified by using department.

SC-09 DELIVERY TIME

Failure to deliver materials within specified/instructed time period, the Chief Procurement Officer of Cook County reserves the right to purchase equivalent materials on the Open Market and charge back the difference in cost to the Contracted Vendor. County shall reimburse vendor at published freight tariff rate when determined material count not be delivered as a result of error or omission committed by County.

SC-10 AFTER HOURS

No deliveries at the Cook County institutions and/or departments will be accepted after the time specified unless arrangements are made with the receiver at institution(s) in advance. Late deliveries may be rejected at no cost or penalty to the County.

SC-11 LIQUIDATED DAMAGES

Prior to the start of the assigned work, both DOTH and the contractor shall agree upon the schedule of completion. If the Contractor fails to complete all assigned regular maintenance pavement marking work by October 31 of each year, liquidated damages shall be assessed at the rate indicated in Article 108.09 of the "Standard Specifications for Road and Bridge Construction".

SC-12 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:

Average of twelve months CCI of the current year = percentage
Average of twelve months CCI of the prior year

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.

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 is 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

$\frac{13053.81}{13476.18} = 1.032356\%$ Increase

$\$3.00 \times 1.032356 = 3.097068$ \$3.10 New Cost per Item

SC-13 SURETY BOND

The bidder who submits the proposal accepted by the Board of County Commissioners will execute a contract and furnish a satisfactory surety bond in the amount of one hundred percent (100%) of the contract price within fifteen (15) days after receiving notice of acceptance, such acceptance being contingent upon the fulfillment of these requirements by the bidder. Failure upon the part of the bidder to so execute a contract and surety bond will be considered just cause for the forfeiture of the proposal guaranty as payment of liquidated damages sustained by the County of Cook as the result of such failure and the annulment of acceptance of the proposal. The surety bond must be acceptable to the Board of County Commissioners

SC-14 QUANTITIES

The Quantities indicated are estimates based upon the best available information for the purposes of this bid. Cook County reserves the right to increase or decrease the quantities by any amount deemed necessary without adjustments in the unit price and as indicated in Article 104 of the "Standard Specifications for Road and Bridge Construction".

SC-15 PRE-AWARD MEETING

The Contractor must attend a Pre-Award Meeting conducted at the time and place designated by the County, if required. All parties in the Contractor's organization having a supervisory or managerial role in this contract for Striping Intersections and Crosswalks shall be in attendance. The County reserves the right to inspect the bidder's and subcontractors' facilities and other operations under their management prior to the award of this sealed bid.

SC-16 BILLING

All invoices and 29A voucher forms should be addressed to the following locations:

Cook County Department of Transportation and Highways
Transportation & Planning Bureau

69 West Washington Street, 23rd Floor
Chicago, IL 60602

SC-17 PAYMENT

Payment to the Contractor shall be made after receipt of goods and services by the Transportation & Planning Bureau of the Cook County Department of Transportation and Highways.

SC-18 DEVIATION

No deviations shall be allowed.

SC-19 TAXES

Federal Excise Tax does not apply to materials purchased by the County of Cook virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupational Tax, Use Tax, and Municipal Retailers' Occupation Taxes do not apply to materials or services purchased by the County of Cook virtue of Statute. The prices quoted herein will include 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-9998-2013-01. The prices quoted herein will agree with all Federal Laws and Regulations.

SC-20 PREVAILING WAGE

Not less than the prevailing rate of wages, as found by the Board of Commissioners of Cook County or the Department of Labor, State of Illinois, or determined by the court on review, shall be paid to all laborers, workmen, and mechanics performing work under this contract. The Contractor shall pay to laborers, workmen, and mechanics engaged in the performance of the work specified in this contract not less than the prevailing rate of wages as ascertained in Cook County and as set forth in the compilation of the wage rates per hour for Building Trades in Chicago and Cook County by the Chicago and Cook County Building and Construction Trades Council and the same as the general prevailing rate of hourly wages as determined by the Board of County Commissioners for the County of Cook, in accordance with the provisions of an Act of the General Assembly of the State of Illinois entitled "An Act Regulating Wages of Laborers, Mechanics and other Workmen employed in any Public Works by the State.

County and City or any Public Body or any Political Subdivision or by anyone under contract for Public Works, approved June 26, 1941, and as amended August 8, 1961." The compilation of the said general prevailing rate of hourly wages is on file in the Office of the County Clerk for the County of Cook and the Superintendent of Highways, Cook County, Chicago, Illinois. The Contractor and each Sub-Contractor shall keep an accurate record showing the names and occupations of all laborers, workers, and mechanics employed by them on this contract, and also showing the actual hourly wages paid to each of such persons. The submission by the Contractor and each Sub-Contractor of payrolls, or copies thereof, is not required. However, the Contractor and each Sub-Contractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.

Cook County Prevailing Wage for March 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W
Pensn Vac Trng									
ASBESTOS ABT-GEN			ALL	37.100	37.600	1.5	1.5	2.0	
13.38 9.520 0.000 0.500									
ASBESTOS ABT-MEC			BLD	35.100	37.600	1.5	1.5	2.0	
11.17 10.76 0.000 0.720									
BOILERMAKER			BLD	44.240	48.220	2.0	2.0	2.0	
6.970 17.54 0.000 0.350									
BRICK MASON			BLD	41.580	45.740	1.5	1.5	2.0	
9.700 12.80 0.000 1.040									
CARPENTER			ALL	42.520	44.520	1.5	1.5	2.0	
13.29 12.75 0.000 0.630									
CEMENT MASON			ALL	42.350	44.350	2.0	1.5	2.0	
12.16 12.35 0.000 0.430									
CERAMIC TILE FNSHER			BLD	34.810	0.000	2.0	1.5	2.0	
10.20 7.830 0.000 0.640									
COMM. ELECT.			BLD	38.000	40.800	1.5	1.5	2.0	
8.420 11.30 1.100 0.700									
ELECTRIC PWR EQMT OP			ALL	44.850	49.850	1.5	1.5	2.0	
10.63 14.23 0.000 0.450									
ELECTRIC PWR GRNDMAN			ALL	34.980	49.850	1.5	1.5	2.0	
8.290 11.10 0.000 0.350									
ELECTRIC PWR LINEMAN			ALL	44.850	49.850	1.5	1.5	2.0	
10.63 14.23 0.000 0.450									
ELECTRICIAN			ALL	43.000	46.000	1.5	1.5	2.0	
12.83 14.27 0.000 0.750									
ELEVATOR CONSTRUCTOR			BLD	49.900	56.140	2.0	2.0	2.0	
12.73 13.46 3.990 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	40.000	41.500	1.5	2.0	2.0	
12.49 15.99 0.000 0.940									
HT/FROST INSULATOR			BLD	46.950	49.450	1.5	1.5	2.0	
11.17 11.96 0.000 0.720									
IRON WORKER			ALL	42.070	44.070	2.0	2.0	2.0	
13.45 19.59 0.000 0.350									
LABORER			ALL	37.000	37.750	1.5	1.5	2.0	
13.38 9.520 0.000 0.500									
LATHER			ALL	42.520	44.520	1.5	1.5	2.0	
13.29 12.75 0.000 0.630									
MACHINIST			BLD	43.920	46.420	1.5	1.5	2.0	
6.760 8.950 1.850 0.000									
MARBLE FINISHERS			ALL	30.520	0.000	1.5	1.5	2.0	
9.700 12.55 0.000 0.590									
MARBLE MASON			BLD	40.780	44.860	1.5	1.5	2.0	
9.700 12.71 0.000 0.740									
MATERIAL TESTER I			ALL	27.000	0.000	1.5	1.5	2.0	
13.38 9.520 0.000 0.500									
MATERIALS TESTER II			ALL	32.000	0.000	1.5	1.5	2.0	

13.38	9.520	0.000	0.500						
MILLWRIGHT				ALL	42.520	44.520	1.5	1.5	2.0
13.29	12.75	0.000	0.630						
OPERATING ENGINEER				BLD 1	46.100	50.100	2.0	2.0	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				BLD 2	44.800	50.100	2.0	2.0	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				BLD 3	42.250	50.100	2.0	2.0	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				BLD 4	40.500	50.100	2.0	2.0	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				BLD 5	49.850	50.100	2.0	2.0	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				BLD 6	47.100	50.100	2.0	2.0	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				BLD 7	49.100	50.100	2.0	2.0	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				FLT 1	51.300	51.300	1.5	1.5	2.0
15.70	10.55	1.900	1.250						
OPERATING ENGINEER				FLT 2	49.800	51.300	1.5	1.5	2.0
15.70	10.55	1.900	1.250						
OPERATING ENGINEER				FLT 3	44.350	51.300	1.5	1.5	2.0
15.70	10.55	1.900	1.250						
OPERATING ENGINEER				FLT 4	36.850	51.300	1.5	1.5	2.0
15.70	10.55	1.900	1.250						
OPERATING ENGINEER				FLT 5	52.800	51.300	1.5	1.5	2.0
15.70	10.55	1.900	1.250						
OPERATING ENGINEER				HWY 1	44.300	48.300	1.5	1.5	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				HWY 2	43.750	48.300	1.5	1.5	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				HWY 3	41.700	48.300	1.5	1.5	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				HWY 4	40.300	48.300	1.5	1.5	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				HWY 5	39.100	48.300	1.5	1.5	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				HWY 6	47.300	48.300	1.5	1.5	2.0
16.60	11.05	1.900	1.250						
OPERATING ENGINEER				HWY 7	45.300	48.300	1.5	1.5	2.0
16.60	11.05	1.900	1.250						
ORNAMNTL IRON WORKER				ALL	42.900	45.400	2.0	2.0	2.0
13.11	16.40	0.000	0.600						
PAINTER				ALL	40.750	45.500	1.5	1.5	1.5
10.75	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	41.250	43.730	1.5	1.5	2.0
11.10	11.69	0.000	0.550						
PLUMBER				BLD	46.050	48.050	1.5	1.5	2.0
12.53	10.06	0.000	0.880						
ROOFER				BLD	39.200	42.200	1.5	1.5	2.0

8.280	9.690	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	8.850	0.000	0.450							
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0		
13.45	19.59	0.000	0.350							
STONE MASON		BLD		41.580	45.740	1.5	1.5	2.0		
9.700	12.80	0.000	1.040							
SURVEY WORKER		ALL		37.000	37.750	1.5	1.5	2.0		
12.97	9.930	0.000	0.500							
TERRAZZO FINISHER		BLD		36.040	0.000	1.5	1.5	2.0		
10.20	9.900	0.000	0.540							
TERRAZZO MASON		BLD		39.880	42.880	1.5	1.5	2.0		
10.20	11.25	0.000	0.700							
TILE MASON		BLD		41.840	45.840	2.0	1.5	2.0		
10.20	9.560	0.000	0.880							
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0		
4.896	4.175	0.000	0.000							
TRUCK DRIVER		E ALL 1		33.850	34.500	1.5	1.5	2.0		
8.150	8.500	0.000	0.150							
TRUCK DRIVER		E ALL 2		34.100	34.500	1.5	1.5	2.0		
8.150	8.500	0.000	0.150							
TRUCK DRIVER		E ALL 3		34.300	34.500	1.5	1.5	2.0		
8.150	8.500	0.000	0.150							
TRUCK DRIVER		E ALL 4		34.500	34.500	1.5	1.5	2.0		
8.150	8.500	0.000	0.150							
TRUCK DRIVER		W ALL 1		32.550	33.100	1.5	1.5	2.0		
6.500	4.350	0.000	0.000							
TRUCK DRIVER		W ALL 2		32.700	33.100	1.5	1.5	2.0		
6.500	4.350	0.000	0.000							
TRUCK DRIVER		W ALL 3		32.900	33.100	1.5	1.5	2.0		
6.500	4.350	0.000	0.000							
TRUCK DRIVER		W ALL 4		33.100	33.100	1.5	1.5	2.0		
6.500	4.350	0.000	0.000							
TUCKPOINTER		BLD		41.950	42.950	1.5	1.5	2.0		
8.180	11.78	0.000	0.630							

Legend:

RG (Region)

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

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from

mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials.

The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may

be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting

Machines; Heavy Duty Self-Propelled Transporter or Prime Mover;
Highlift Shovels or Front Endloader 2-1/4 yd. and over;
Hoists,
Elevators, outside type rack and pinion and similar machines;
Hoists,
One, Two and Three Drum; Hoists, Two Tugger One Floor;
Hydraulic
Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment);
Locomotives, All; Motor Patrol; Lubrication Technician;
Manipulators;
Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump
Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps;
Gypsum
Bulkler and Pump; Raised and Blind Hole Drill; Roto Mill Grinder;
Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies;
Operation
of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom;
Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine;
Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled);
Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors,
All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve;
Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front
Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with
attachments); Compressor and Throttle Valve; Compressor, Common
Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding
Machine; Concrete Mixer or Paver 7S Series to and including 27
cu.
ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine,
Belting Machine and Sealing Machine; Concrete Wheel Saw;
Conveyor Muck
Cars (Haglund or Similar Type); Drills, All; Finishing Machine
-
Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer
Dragging
Machine; Hydraulic Boom Trucks (All Attachments); Hydro-
Blaster; Hydro
Excavating (excluding hose work); Laser Screed; All
Locomotives,
Dinky; Off-Road Hauling Units (including articulating) Non
Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes -
Screw Type
Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow
Plows;
Rototiller, Seaman, etc., self-propelled; Self-Propelled
Compactor;
Spreader - Chip - Stone, etc.; Scraper - Single/Twin
Engine/Push and
Pull; Scraper - Prime Mover in Tandem (Regardless of Size);
Tractors
pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug
Boats.

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

Boats;
Tamper-Form-Motor Driven.

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels

and
transits.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

yards;
Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

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

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

Other Classifications of Work:

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

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing

classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

I. GENERAL REQUIREMENTS**A. Notice to Bidders**

The Superintendent of Highways, hereinafter referred to as the Engineer, shall have sole jurisdiction as to the selection of specific roads to be marked and also the final approval of the work performed under this contract.

The County of Cook, through the Engineer, shall give the successful bidder written instructions to proceed with the marking on various roads at various locations in Cook County. The successful bidder shall proceed to mark these roads as directed by the Engineer. Strip maps shall be furnished to the Contractor delineating all work to be performed. Weather permitting, all pavement markings; centerline, lane line, edge line, median, crosswalk, stop bars, diagonal markings, letters and symbols, shall be completed on any given segment of road within two (2) consecutive workdays.

The Contractor will be provided a list of roadways, which are not to be marked without specific permission to do so. The permission to work on roadways on this list will be dependent upon the status of proposed construction. The specifics of this requirement will be discussed in detail at the pre-construction conference.

The Contractor when instructed, shall perform all required pavement marking on newly constructed roadways within four (4) consecutive work days following notification by the Engineer, weather permitting. Pavement marking plans for the newly constructed roadways shall be provided as required. This type of work will occur on a very limited basis.

B. Specifications and Liability

The latest editions of the following, along with subsequent revisions/supplements to each, shall apply: "Standard Specifications for Road and Bridge Construction", "Supplemental Specifications and Recurring Special Provisions", and "Illinois Highway Design Standards for Traffic Control", adopted by the Illinois Department of Transportation; "Manual on Uniform Traffic Control Devices for Streets and Highways" adopted by the Federal Highway Administration; "Illinois Supplement to the National Manual on Uniform Traffic Control Devices" adopted by the Illinois Department of Transportation. In the event of conflict with plans (herein, Exhibit A - Typical Marking Standards) contained herein, the plans (Exhibit A - Typical Marking Standards) shall govern.

It is the intent and purpose of these Specifications to cover the combined use of paint/thermoplastic/modified urethane and glass beads which when properly applied will provide a reflective marking on pavements and medians, provide for the eradication of existing pavement markings when required, and furnish and install raised reflective pavement markers/replacement reflectors.

Contractor acknowledges and agrees that its indemnification and hold harmless obligations under GC-16 (Patents, Copyrights and Licenses) and GC-02 (Indemnification) of this Contract shall apply to any claim that the use of any patented materials, equipment, devices or processes used on or incorporated into the work pursuant to these Specifications, including, but not limited to, the use of paint/thermoplastic/modified urethane and glass beads, constitutes an infringement of any patent, copyright or license or other intellectual property right.

In addition to the Performance and Payment Bond required under the Contract, the Contractor shall furnish a Surety Bond executed by a corporate insurer acceptable to the County, which bond shall be in a sum equal to the total amount of the current license fees paid by the Contractor for the use of such patented materials, equipment, devices or processes, including but not limited to, the use of paint/thermoplastic/modified urethane and glass beads in the performance of the work. The Surety Bond shall be furnished to the County at the time of the Contractor's execution of the contract. If any license for the use of any patented materials, equipment, devices or processes, including, but not limited to, any license for the use of paint/thermoplastic/modified urethane and glass beads in the pavement marking materials, is assigned to the County on terms acceptable to

the County as licensee, in the County's sole discretion, then a Surety Bond will not be required from the Contractor.

C. Location

The Cook County Department of Transportation and Highways maintains approximately 478 miles of roadways. These 478 miles of roadways are located throughout the County of Cook. With the exception of the roadways requiring specific permission to mark and those roads, which continue into adjacent districts, work shall normally be accomplished on a maintenance district basis.

Strip maps will be furnished to the Contractor, which shall indicate the location of all pavement markings on each roadway. The portion of work to be performed under this contract shall be as directed by the Engineer and the remaining markings shown on the maps are for information only.

D. Inspection

The successful bidder shall provide certification that the materials furnished meet all requirements of the specifications.

The Engineer shall be permitted to sample, inspect or test the materials of this contract at any time to insure conformance with specifications.

E. Traffic Control and Protection

The Contractor shall pursue his work without interruption or interference to traffic, except as herein specified. The Contractor shall provide at his own expense, all signs, cones, barricades, lights, flagmen and such protection to traffic as may be deemed necessary to protect the workman and the motoring public and to protect the newly placed marking from tracking, and vehicles, the public and other property from paint contamination. In addition, occupancy of the traveled way shall take place only between the hours of 9:00 A.M. and 3:30 P.M., Monday through Friday. Work during other hours, Saturdays, Sundays or holidays shall only be performed at the written request or by written permission of the Engineer.

Traffic control and protection shall conform to the appropriate standards contained in the latest editions of the "Standard Specifications for Road and Bridge Construction", "Illinois Highway Standards for Traffic Control", "Manual on Uniform Traffic Control Devices for Streets and Highways", and "Illinois Supplement to the National Manual on Uniform Traffic Control Devices". Conformance to these traffic control and protection standards will not be paid for as a separate item but will be considered incidental to the contract and no additional compensation will be allowed.

F. Damage to Existing Appurtenance

Any damage to 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.

G. Control of Work

All work is to proceed as directed by the Engineer.

1. The instructions for marking newly constructed roads will be given as the surface of the pavement is completed, and it is anticipated that all these locations will require pavement marking prior to December 31 of each year. Pavement marking plans for this work will be provided as required. Work other than regular maintenance shall be done only after email/fax authorization from the Engineer.
2. In order to assure proper communication and understanding, it shall be the responsibility of the Contractor, on a daily basis, prior to the departure of the working crew(s) from the Contractor's facility, to fax/email to the Engineer the exact itinerary and type of work to be performed that day with

the name and contact phone number of the foreman. Failure to do so may result in non-payment for work performed on that particular day.

3. A Microsoft Excel spreadsheet shall be maintained by the Contractor containing information about work completed on a 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.
4. The Department has pavement marking quantities for all presently maintained roadways. With the exception of newly constructed roadways, the Contractor shall be paid for these quantities. On newly constructed roadways where geometrics have been changed and on roadways where operational changes have required a change in pavement markings, quantities will be estimated from the plans. If these quantities are not agreed to by the Engineer and the Contractor, payment will be made on actual field measurements.
5. Strip Maps and Quantity Report Forms, which will be provided to the Contractor, shall be completed and signed by the foreman of each crew on a daily basis. To assist in the orderly administration of this Contract, all completed "Strip Maps and Quantity Report Forms" shall be submitted to the Engineer or his appointed representative on the following Monday. If a holiday falls on a Monday, the submittal shall be made on Tuesday. Failure to comply may result in non-payment for work performed during the subject week.
6. Eradication areas designated for marking must be inspected and approved by the Engineer. If any marking has been performed without this approval, no payment shall be made for the eradication or the remarking, and revisions as required shall be accomplished at the Contractor's expense.
7. All work will be inspected prior to payment, and any work found non-conforming shall be corrected immediately at the Contractor's expense.
8. If the Contractor must cease work on this contract for any reason for a period greater than five days, the Engineer shall be notified in writing at least 24 hours in advance.
9. The successful bidder shall provide certification that the materials furnished meet all requirements of the specifications. The Engineer shall be permitted to sample, inspect or test the materials of this contract at any time to insure conformance with specifications.
10. The Contractor shall provide County with a quality control plan to verify quality and quantity of materials used, prior to the pre-construction conference. The County will have an opportunity to review the plan, and any revisions to the plan shall be discussed and mutually agreed upon by the County and Contractor at the pre-construction conference.

H. Quality Control

The Contractor shall provide County with a quality control plan to verify quality and quantity of materials used, prior to the pre-construction conference. The County will have an opportunity to review the plan, and any revisions to the plan shall be discussed and mutually agreed upon by the County and Contractor at the pre-construction conference.

Any damage to 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.

I. Reimbursement From Third Party for Repairs or Damages

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

To enable the Department to assess damages against 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.

J. Marking Requirements

Unless directed to the contrary by the Engineer, the following criteria shall prevail:

1. The Cook County Highway Department's skip-dash pattern for lane line is 10' white dash followed by 30' skip.
2. The Cook County Highway Department's skip-dash pattern for center line is 10' yellow dash followed by 30' skip.
3. The Cook County Highway Department's skip-dash pattern for turn bays is 2' white dash followed by 6' skip.
4. The eight inch edge line on curves and along lane reductions shall be paid for as two four inch lines.
5. All crosswalks on the main roadways shall be Type II or III, as directed by the Engineer.
6. Letters and symbols markings shall be applied only by using proper specified templates.
7. A second coat of paint may be ordered by the Engineer for some locations.

II. PAINT PAVEMENT MARKING

A. Description

This work shall consist of furnishing and installing reflectorized yellow center lines, no-passing lines, channelizing lines; reflectorized white edge lines, curved lines, lane lines, left and right auxiliary turn lane lines; crosswalks, stop bars, all letters and symbols; and yellow or white curb, median or island marking. With the exception of marking details and material specified in this document, all material and work will be required to conform to the "Standard Specifications for Road and Bridge Construction", "Manual on Uniform Traffic Control Devices for Streets and Highways", and "Illinois Supplement to the National Manual on Uniform Traffic Control Devices"; latest adoptions and subsequent revisions/supplements to each of the above.

B. Materials

Fast dry lead free waterborne type white and yellow Pavement Marking Paint shall be as specified in Section 1095.02 of the "Standard Specifications for Road and Bridge Construction".

C. Installation Requirements

Prior to the application of the paint, the Contractor shall make certain that the pavement surface is dry and free of dirt, grease, loose paint, or any other foreign material to the satisfaction of the Engineer. Paint shall not be applied over any existing thermoplastic, modified urethane, polyurea, or preformed plastic pavement marking unless specifically ordered by the Engineer. Paint applied over any thermoplastic, modified urethane, polyurea, or preformed plastic pavement markings without the specific approval of the Engineer shall not be paid for, and if deemed necessary by the Engineer, shall be removed and replaced in its entirety with new material of the original type to the satisfaction of the Engineer and without cost to the County.

The Contractor shall secure and request County inspection approval of all stencils fabricated in

accordance with the Standards included in this document and which shall prevail over the existing marking. The finished lines, letters and symbols shall be smooth, straight, and neat in appearance and of uniform color and thickness.

Type 2 Crosswalks are intended for placement at all established crossings located either at mid-block or at intersections. The design shall consist of alternating 12" wide by 6' long (or longer) white bars and 24" wide spaces. The 6' dimension of the bars shall be aligned parallel with the movement of vehicular traffic. Each bar shall be of uniform length and have neatly squared ends touching an imaginary straight line that is parallel with the desired direction of the pedestrian movement crossing the pavement. 6" parallel lines shall not be placed with the Type 2 Crosswalk regardless of any existing pattern. No payment for labor or material will be made for any Type 2 Crosswalk not installed in accordance with these Specifications and details shown on Standard TMD-107 or neatly finished to the satisfaction of the Engineer.

D. Method of Measurement

The lines will be measured for payment in foot of paint pavement marking line applied and accepted, measured in place. Double yellow lines will be measured as two separate lines. Words and symbols applied conforming to the sizes and dimensions specified within this document and accepted, shall be paid for based on the total areas specified herein. Paint Pavement Marking - Median will be measured for payment in square feet of Paint Pavement Marking - Median applied and accepted, measured in place.

E. Performance of Work

This work shall be paid for at the contract unit price per foot of applied line width for PAINT PAVEMENT MARKING LINE - 4, 6, or 24 INCH, and PAINT PAVEMENT MARKING LINE - 12 INCH - CROSSWALK, DIAGONAL, or CURB; and per square foot for PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS and PAINT PAVEMENT MARKING - MEDIAN, measured as specified herein. The price shall include furnishing and installing the pavement markings as required, cleaning of the road surface, removing scaling paint, thermoplastic, modified urethane, or polyurea by scraper and/or wire brush and removal of the temporary pavement marking tape where required.

III. THERMOPLASTIC PAVEMENT MARKING

A. Description

This item shall consist of furnishing and applying retro reflective thermoplastic pavement marking lines, letters and symbols as specified in Sections 780 and 1095 of the "Standard Specifications for Road and Bridge Construction" at locations as directed by the Engineer.

IV. MODIFIED URETHANE PAVEMENT MARKING

A. Description

This item shall consist of furnishing and applying retro reflective modified urethane pavement marking lines, letters and symbols as specified in the Illinois Department of Transportation's BDE Specification for Modified Urethane Pavement Marking, a copy of which is included in this contract, at locations as directed by the Engineer.

V. REPLACEMENT REFLECTOR

A. Description

This item shall consist of replacing the reflective element for a snowplow resistant raised reflective pavement marker, REPLACEMENT REFLECTOR, as specified in Section 781 of the "Standard

Specifications for Road and Bridge Construction" at locations as directed by the Engineer.

VI. REPLACEMENT RAISED REFLECTIVE PAVEMENT MARKER

A. Description

This item shall consist of removing damaged raised reflective pavement marker castings, repairing the pavement with EPOXY after the damaged casting has been removed, and installing a new snowplow resistant raised reflective pavement marker complete with reflector within the limits as shown on plans or as directed by the Engineer. The replacement casting shall match the model of the existing casting model installed in the pavement.

The removal of the damaged raised pavement marker casting shall meet the requirements of Section 783 and the installation of the replacement raised pavement marker casting shall meet the requirements of Section 781 of the "Standard Specifications for Road and Bridge Construction". To ensure proper installation of the replacement raised pavement marker, the marker shall be located fore or aft of the damaged or missing casting location and on the proper alignment or as directed by the engineer. Holes to be repaired with epoxy shall be cleaned by water or air blasting prior to application of the epoxy, as directed by the Engineer.

This item also includes replacement of missing raised reflective pavement marker castings.

VII. RAISED REFLECTIVE PAVEMENT MARKER

A. Description

This item shall consist of furnishing and installing a snowplow resistant raised reflective pavement marker as specified in Section 781 of the "Standard Specifications for Road and Bridge Construction" at locations as directed by the Engineer.

VIII. ERADICATION OF EXISTING PAVEMENT MARKING

A. Description

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

B. Equipment

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

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

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

C. Eradication Requirements

The eradication shall be performed only on that portion of the roadway surface designated by the Engineer

or as specified in the plans. Widths, lengths, and shapes of the blast-cleaned surface shall be of sufficient size to include the full area of the specified pavement marking to be removed. Ninety percent (90%) of the pavement substrate shall be exposed. This shall include not only removal of the existing white or yellow pavement markings, but shall also include sufficient removal of any black markings which exist between the lane lines.

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

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

D. Method of Measurement

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

E. Performance of Work

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

MODIFIED URETHANE PAVEMENT MARKING (BDE)

Effective: April 1, 2012

Add the following to Article 780.02 of the Standard Specifications:

“(h) Modified Urethane Pavement Marking1095.09”

Add the following to Article 780.03 of the Standard Specifications:

“(e) Modified Urethane1105.04”

Revise Article 780.11 of the Standard Specifications to read:

“780.11 Modified Urethane. The pavement shall be cleaned of all dirt, grease, glaze, or any other material that would reduce the adhesion of the markings with minimum or no damage to the pavement. New PCC pavements shall be blast-cleaned to remove all curing compounds. New asphalt and seal coated shall be in place a minimum of two weeks prior to marking applications.

Markings shall be applied on the same calendar day that the pavement surface is cleaned. If this cannot be accomplished, the surface shall be re-cleaned prior to applying the markings. Existing pavement markings shall be at least 90 percent removed. No markings shall be applied until the Engineer approves the cleaning.

Widths, lengths, and shapes of the cleaned surface shall be prepared wider than the modified urethane pavement marking material to be applied, such that a prepared area is on all sides of the urethane pavement marking material after application.

The Contractor shall notify the Engineer 72 hours prior to the placement of the markings in order than an inspector can be present during the operation. At the time of this notification, the Contractor shall indicate the manufacturer and lot numbers of urethane and reflective media that will be used. The Engineer will ensure that the approved lot numbers appear on the material package.

The pavement markings shall be applied during conditions of dry weather and subsequently dry pavement surfaces at a minimum uniform wet thickness of 25 mils (0.64 mm) according to the manufacturer's installation instructions. The application and combination of reflective media (glass beads and/or reflective elements) shall be applied at a rate specified by the manufacturer. At the time of installation the pavement surface temperature shall be 40 °F (5 °C) and rising and the ambient temperature shall be 35 °F (2 °C) and rising. The pavement surface temperature and the ambient temperatures shall be determined and documented before the start of each of marking operation. The pavement markings shall not be applied if the pavement shows any visible signs of moisture or it is anticipated that moisture, such as rain showers, may occur during the installation and curing periods."

Revise Article 780.12 of the Standard Specifications to read:

"780.12 Inspection. The epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B or C, polyurea, and modified urethane pavement markings will be inspected following installation, but no later than October 15 for preformed plastic markings, November 1 for thermoplastic and preformed thermoplastic markings, and December 15 for epoxy, polyurea, and modified urethane markings. In addition, they will be inspected following a winter performance period that extends 180 days from November 1.

Within 15 calendar days after the end of the winter performance period, a final performance inspection will be made. Final acceptance requirements are as follows.

- (a) Lane lines: 90 percent intact by area of each individual dashed line segment.
- (b) Crosswalks, stop lines, arrows, and words: 90 percent intact by area of each individual line, symbol, or letter.
- (c) Center lines, edge lines, gore markings, and channelizing lines: 90 percent intact by area measured over any 10 ft. (3 m) length of any individual line regardless of width.
- (d) Entire project: measured in its entirety according to (a), (b), and (c) above, the entire project shall be 95 percent intact.

Upon completion of the final performance inspection, or after satisfactory completion of any necessary correction, the Engineer will notify the Contractor, in writing, of the date of such final performance inspection and release him/her from further performance responsibility.

If this inspection discloses any work, in whole or in part, which does not meet the inspection requirements, the Contractor shall, within 30 calendar days, completely repair or replace such work to the satisfaction of the Engineer.

This performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic Type B and C pavement, polyurea, and modified

urethane markings shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party "performance" bond naming the Department as obligee in the full amount of all pavement marking quantities listed in the contract, multiplied by the contract unit price. The bond shall be executed prior to acceptance and final payment of the non-pavement marking items and shall be in full force and effect until final performance inspection and performance acceptance of the epoxy, thermoplastic, preformed thermoplastic, preformed plastic, polyurea, and modified urethane pavement markings. Execution of the third party bond shall be the option of the Contractor."

Revise Article 780.13 of the Standard Specifications to read:

"780.13 Method of Measurement. This work will be measured for payment as follows.

- (a) Contract Quantities. The requirements for the use of contract quantities shall be according to Article 202.07(a).
- (b) Measured Quantities. Lines will be measured for payment in place in feet (meters). Double yellow lines will be measured as two separate lines.

Words and symbols shall conform to the sizes and dimensions specified in the Illinois Manual on Uniform Traffic Control Devices and Standard 780001 and will be measured based on the total areas indicated in Table 1 or as specified in the plans.

Removal of existing pavement markings will be measured for payment according to Article 783.05."

Add the following to Section 780 of the Standard Specifications:

"780.14 Basis of Payment. This work will be paid for at the contract unit prices per foot (meter) of applied line width, as specified, for THERMOPLASTIC PAVEMENT MARKING - LINE; PAINT PAVEMENT MARKING - LINE; EPOXY PAVEMENT MARKING - LINE; PREFORMED PLASTIC PAVEMENT MARKING - LINE - TYPE B, C, or B - INLAID; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LINE; POLYUREA PAVEMENT MARKING TYPE I - LINE; POLYUREA PAVEMENT MARKING TYPE II - LINE; MODIFIED URETHANE PAVEMENT MARKING - LINE; and/or per square foot (square meter) for THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS; EPOXY PAVEMENT MARKING - LETTERS AND SYMBOLS; PREFORMED PLASTIC PAVEMENT MARKING - TYPE B, C, or B - INLAID - LETTERS AND SYMBOLS; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS.

When the Contractor has the option of applying Permanent Pavement Marking it shall be Thermoplastic, Preformed Plastic (Type B, C, or B - Inlaid), Epoxy, Preformed Thermoplastic, Polyurea, or Modified Urethane Pavement Markings. It will be paid for at the contract unit price per foot (meter) of applied line for PERMANENT PAVEMENT MARKING - LINE 4 (100), 5 (125), 6 (150), 8 (200), 12 (300), 16 (400), or 24 in. (600 mm) and per square foot (square meter) for PERMANENT PAVEMENT MARKING - LETTERS AND SYMBOLS.

Temporary pavement markings placed in lieu of permanent will be paid for according to Article 703.07.

Removal of existing pavement markings will be paid for according to Article 783.06.

*TABLE 1

LETTERS
sq. ft. (sq. m)

Size	A	B	C	D	E	F	G	H	I
6 ft. (1.8 m)	3.1 (0.28)	4.0 (0.37)	2.7 (0.25)	3.4 (0.31)	3.3 (0.31)	2.6 (0.24)	3.3 (0.31)	3.4 (0.31)	1.5 (0.14)
8 ft. (2.4 m)	5.5 (0.51)	7.1 (0.66)	4.8 (0.45)	6.1 (0.57)	5.9 (0.55)	4.7 (0.44)	5.8 (0.54)	6.0 (0.56)	2.6 (0.24)

Size	J	K	L	M	N	O	P	Q	R
6 ft. (1.8 m)	2.1 (0.2)	3.1 (0.28)	2.2 (0.20)	4.2 (0.39)	4.0 (0.37)	3.4 (0.31)	3.0 (0.28)	3.6 (0.33)	3.6 (0.33)
8 ft. (2.4 m)	3.7 (0.34)	5.7 (0.53)	3.8 (0.45)	7.4 (0.69)	7.1 (0.65)	6.0 (0.56)	5.3 (0.49)	6.3 (0.59)	6.3 (0.59)

Size	S	T	U	V	W	X	Y	Z
6 ft. (1.8 m)	3.2 (0.30)	2.2 (0.20)	3.2 (0.30)	2.7 (0.25)	4.2 (0.39)	2.7 (0.25)	2.2 (0.20)	2.9 (0.26)
8 ft. (2.4 m)	5.7 (0.53)	3.8 (0.35)	5.6 (0.52)	4.8 (0.45)	7.3 (0.68)	4.8 (0.45)	3.9 (0.36)	5.1 (0.47)

NUMBERS
sq. ft. (sq. m)

Size	1	2	3	4	5
6 ft. (1.8 m)	1.5 (0.14)	3.3 (0.31)	3.3 (0.31)	2.9 (0.26)	3.5 (0.33)
8 ft. (2.4 m)	2.6 (0.24)	5.8 (0.54)	5.8 (0.54)	5.1 (0.47)	6.1 (0.57)

Size	6	7	8	9	0
6 ft. (1.8 m)	3.5 (0.33)	2.2 (0.20)	3.8 (0.35)	3.5 (0.33)	3.4 (0.31)
8 ft. (2.4 m)	6.2 (0.58)	3.8 (0.35)	6.7 (0.62)	6.2 (0.58)	6.0 (0.56)

SYMBOLS

Symbol	Large Size sq. ft. (sq.	Small Size sq. ft. (sq.
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and	26.0 (2.42)	14.7 (1.37)

Through		
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft. (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft. (6.1	54.0 (5.02)	--
Handicapped Symbol	4.6 (0.43)	--

*Table applies to all types of pavement marking materials."

Add the following Section to Section 1095 of the Standard Specifications:

"1095.09 Modified Urethane Pavement Marking. The modified urethane pavement marking material shall consist of a homogenous blend of modified urethane resins and pigments designed to provide a simple volumetric mixing ratio of two components (must be two volumes of Part A to one volume of Part B). No volatile solvent or fillers will be allowed.

- (a) Pigmentation. The pigment content by weight (mass) of Part A shall be determined by low temperature ashing according to ASTM D 3723. The pigment content shall not vary more than \pm two percent from the pigment content of the original qualified paint.

White pigment shall be Titanium Dioxide meeting ASTM D 476 Type II, Rutile.

Yellow pigment shall be Organic Yellow containing no heavy metals.

- (b) Environmental. Upon heating to application temperature, the material shall not exude fumes which are toxic or injurious persons or property when handled according to manufacturer specifications. The modified urethane pavement marking material compositions shall not contain free isocyanate functionality.

- (c) Daylight Reflectance. The daylight directional reflectance of the cured modified urethane material (without reflective media) shall be a minimum of 80 percent (white) and 50 percent (yellow) relative to magnesium oxide when tested using a color spectrophotometer with a 45 degree circumferential / zero degrees geometry, illuminant C, and two degrees observer angle. The color instrument shall measure the visible spectrum from 380 to 720 nm with a wavelength measurement interval and spectral bandpass of 10 nm. In addition, the color of the yellow modified urethane shall visually match Color Number 33538 of Federal Standard 595a with chromaticity limits as follows:

x	0.490	0.475	0.485	0.539
y	0.470	0.438	0.425	0.456

- (d) **Weathering Resistance.** The modified urethane, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness to an aluminum alloy panel (Federal Test Std. No. 141, Method 2013) and allowed to cure for 72 hours at room temperature, shall be subjected to accelerated weathering for 75 hours. The accelerated weathering shall be completed by using the light and water exposure apparatus (fluorescent UV – condensation type) and tested according to ASTM G 53.

The cycle shall consist of four hours UV exposure at 122 °F (50 °C) and four hours of condensation at 104 °F (40 °C). UVB 313 bulbs shall be used. At the end of the exposure period, the material shall show no substantial change in color or gloss.

- (e) **Drying Time.** The modified urethane material, when mixed in the proper ratio and applied at 14 to 16 mils (0.35 to 0.41 mm) wet film thickness and with the proper saturation of glass beads, shall exhibit a no-tracking time of four minutes or less when tested according to ASTM D 711.
- (f) **Adhesion.** The catalyzed modified urethane pavement marking materials when applied to a 4 x 4 x 2 in. (100 x 100 x 50 mm) concrete block shall have a degree of adhesion which results in a 100 percent concrete failure in the performance of this test.

The concrete block shall be brushed on one side and have a minimum strength of 3,500 psi (24,100 kPa). A 2 in. (50 mm) square film of the mixed modified urethane shall be applied to the brushed surface and allowed to cure for 72 hours at room temperature. A 2 in. (50 mm) cube shall be affixed to the surface of the modified urethane by means of an epoxy glue. After the glue has cured for 24 hours, the modified urethane specimen shall be placed on a dynamic testing machine in such a fashion so that the specimen block is in a fixed position and the 2 in. (50 mm) cube (glued to the modified urethane surface) is attached to the dynamometer head. Direct upward pressure shall be slowly applied until the modified urethane system fails. The location of the break and the amount of concrete failure shall be recorded.

- (g) **Hardness.** The modified urethane marking materials, when tested according to ASTM D 2240, shall have a Shore D Hardness greater than 75. Films shall be cast on a rigid substrate at 14 to 16 mils (0.35 to 0.41 mm) in thickness and allowed to cure at room temperature for 72 hours before testing.
- (h) **Abrasion.** The abrasion resistance shall be evaluated according to ASTM D 4060 using a Taber Abrader with a 1,000 gram load and CS 17 wheels. The duration of test shall be 1,000 cycles. The loss shall be calculated by difference and be less than 80. The tests shall be run on cured samples of modified urethane material which have been applied at a film thickness of 14 to 16 mils (0.35 to 0.41) to code S-16 stainless steel plates. The films shall be allowed to cure at room temperature for at least 72 hours and not more than 96 hours before testing.
- (i) **Tensile.** When tested according to ASTM D 638, the modified urethane pavement marking materials shall have an average tensile strength of not less than 6000 psi (41,300 kPa). The Type IV specimens shall be pulled at a rate of 1/4 in. (6.3 mm) per minute by a suitable dynamic testing machine. The samples shall be allowed to cure at 75 °F ± 2 °F (24 °C ± 1 °C) for a minimum of 24 hours and a maximum of 72 hours prior to performing the indicated tests.

- (j) Compressive Strength. When tested according to ASTM D 695, the catalyzed modified urethane pavement marking materials shall have a compressive strength of not less than 12,000 psi (83,000 kPa). The cast sample shall be conditioned at 75 °F ± 2 °F (24 °C ± 1 °C) for a minimum of 72 hours before performing the indicated tests. The rate of compression of these samples shall be no more than 1/4 in. (6.3 mm) per minute.
- (k) Glass Beads. The glass beads shall meet the requirements of Article 1095.04(m) and Article 1095.07 for first drop and second drop glass beads.
- (l) Packaging. The material shall be shipped to the jobsite in substantial containers and shall be plainly marked with the manufacturer's name and address; the name and color of the material, date of manufacture and batch number.
- (m) Verification. Prior to approval and use of the modified urethane pavement marking materials, the manufacturer shall submit a notarized certification of an independent laboratory, together with the results of all tests, stating these materials meet the requirements as set forth herein. The certification test report shall state the lot tested, manufacturer's name, brand name of modified urethane and date of manufacture. The certification shall be accompanied by 1 pt. (1/2 L) samples each of Part A and Part B. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B.

After approval by the Department, certification by the modified urethane manufacturer shall be submitted for each batch used. New independent laboratory certified test results and samples for testing by the Department shall be submitted any time the manufacturing process or paint formulation is changed.

- (n) Acceptance samples. Acceptance samples shall consist of 1 pt. (1/2 L) samples of Part A and Part B, of each lot of paint. Samples shall be sent in the appropriate volumes for complete mixing of Part A and Part B. The samples shall be submitted to the Department for testing, together with a manufacturer's certification. The certification shall state the formulation for the lot represented is essentially identical to that used for qualification testing. All, acceptance samples will be taken by a representative of the Illinois Department of Transportation. The modified urethane pavement marking materials shall not be used until tests are completed and they have met the requirements as set forth herein.
- (o) Material Retainage. The manufacturer shall retain the test sample for a minimum of 18 months."

Add the following to Section 1105 of the Standard Specifications:

"1105.04 Modified Urethane. The modified urethane pavement marking compounds shall be applied through equipment specifically designed to precisely meter the two components in the ratio of 2:1 and approved by the manufacturer of the material. The equipment shall produce the required amount of heat at the mixing head and gun tip and maintain those temperatures within the tolerances specified. The equipment shall also have as an integral part of the gun carriage, a high pressure air spray capable of cleaning the pavement immediately prior to the marking application.

The equipment shall be capable of spraying both yellow and white modified urethane,

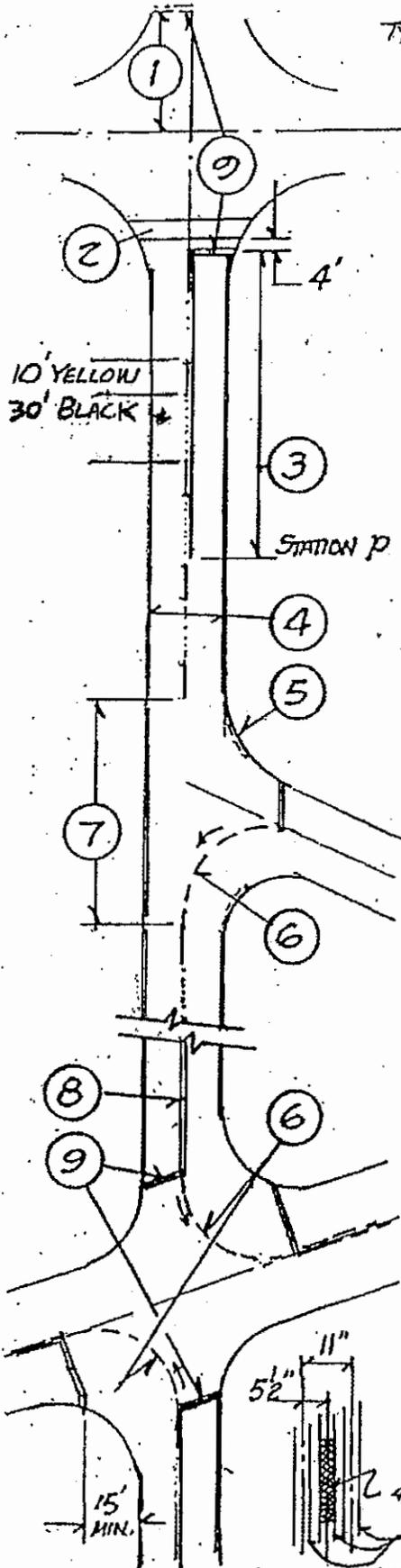
according to the manufacturer's recommended proportions and be mounted on a truck of sufficient size and stability with an adequate power source to produce lines of uniform dimensions and prevent application failure. The truck shall have at least two urethane tanks each of 110 gal (415 L) minimum capacity and shall be equipped with hydraulic systems. It shall be capable of placing stripes on the left and right sides and placing two lines on a three-line system simultaneously with either line in a solid or intermittent pattern, in yellow or white, and applying glass beads by the double drop pressurized bead system. The system shall apply both the first drop glass beads and the second drop glass beads at a rate of 1.2 kg/L (10 lb./gal). The equipment shall be equipped with pressure gauges for each proportioning pump. All guns shall be in full view of operators at all times. The equipment shall have a metering device to register the accumulated installed quantities for each gun, each day. Each vehicle shall include at least one operator who shall be a technical expert in equipment operations and urethane application techniques. Certification of equipment shall be provided at the preconstruction conference."

80297

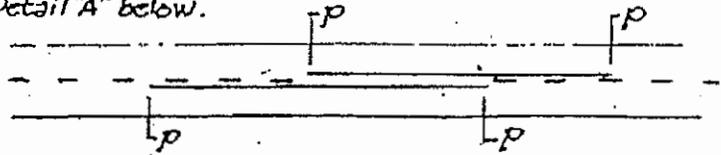
EXHIBIT A

TYPICAL MARKINGS STANDARDS

NOT TO SCALE



TYPICAL NO-PASSING ZONE MARKING:
See Detail "A" below.



p = distance station on plans or located by the Engineer.

①	CROSS ROAD WIDTH	< 26'	26'-48'	> 48'
⑥	LENGTH OR RADIUS	35'	45'	50'

② CROSSWALK: WHERE SHOWN ON THE PLANS OR DESIGNATED BY THE ENGINEER. SEE TMD-107.

③ 4" YELLOW NO PASSING LINE: STOP LINE APPROACH; AS SHOWN ON THE PLANS OR THE TABLE:

POSTED SPEED	35	40	45	50	55
LENGTH OF LINE	220'	315'	420'	535'	660'

④ 4" WHITE EDGELINE, 2" CLEAR FROM EDGE OF PAVT.

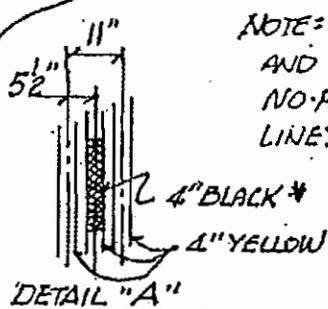
⑤ EDGELINING AROUND STREET RETURNS SHALL ONLY BE DONE WHERE DESIGNATED BY THE ENGINEER.

⑦ OMIT THE CENTERLINE MARKING ONLY WITHIN THE INTERSECTION OF A DEDICATED STREET, ROAD OR SIGNALIZED ENTRANCE OR DRIVE. THE LENGTH OF THE OMISSION SHOULD NOT BE LESS THAN 70'.

⑧ DOUBLE 4" YELLOW CENTERLINE (WHERE SHOWN ON PLANS) SPACED 11" O.C. AND WHEN SPECIFIED, A 4" BLACK LINE CENTERED BETWEEN. *

⑨ 24" WHITE STOP LINE (WHERE REQUIRED).

NOTE: WHERE THE POSTED SPEED LIMIT IS 40 OR MORE AND THE DISTANCE BETWEEN TWO SUCCESSIVE NO-PASSING LINES IS LESS THAN 600' THE LINES SHALL BE CONNECTED.

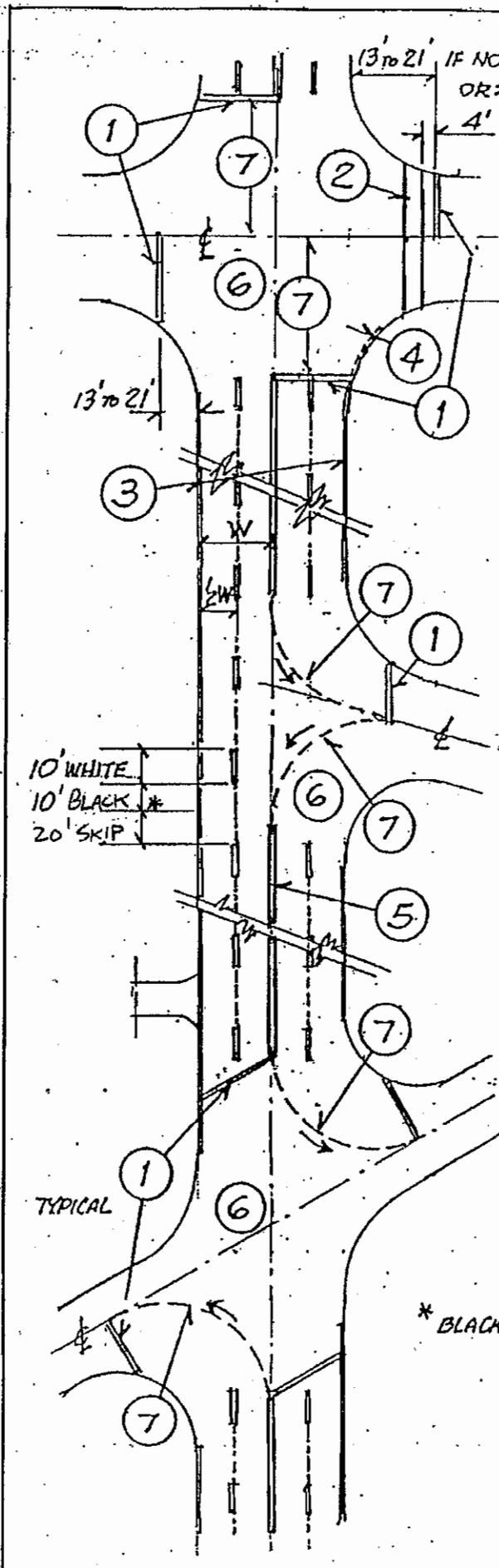


TYPICAL MARKING:
2 LANE ROADS

TMD-101-5

* BLACK SHALL BE OMITTED ON NEW BITUMINOUS SURFACES.

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- ① 24" WHITE STOP LINE
- ② CROSSWALK WHERE SHOWN ON THE PLANS OR DESIGNATED BY THE ENGINEER. SEE TMD-107.
- ③ 4" WHITE EDGELINE: 2" CLEAR FROM EDGE OF PAVEMENT.
- ④ EDGELINING AROUND STREET RETURNS SHALL ONLY BE DONE WHERE DESIGNATED BY THE ENGINEER.
- ⑤ DOUBLE 4" YELLOW CENTERLINE SPALED 11" C.T.O.C. AND WHEN SPECIFIED, A 4" BLACK LINE CENTERED BETWEEN.*
- ⑥ OMIT THE CENTERLINE MARKING ONLY WITHIN THE INTERSECTION OF A DEDICATED STREET, ROAD OR SIGNALIZED ENTRANCE OR DRIVE. AT "T" INTERSECTIONS OMIT THE LANE LINE ONLY ON THE SIDE OF THE CENTERLINE ADJACENT TO THE SIDE ROAD.

⑦	CROSS ROAD WIDTH	< 26'	26'-48'	> 48'
	LENGTH OR RADIUS	35'	45'	50'

PLACE STOP LINE (WHERE APPLICABLE) AND BEGIN CENTERLINE OMISSION AT THE TANGENT POINT OF THE TURNING RADIUS AS SHOWN.

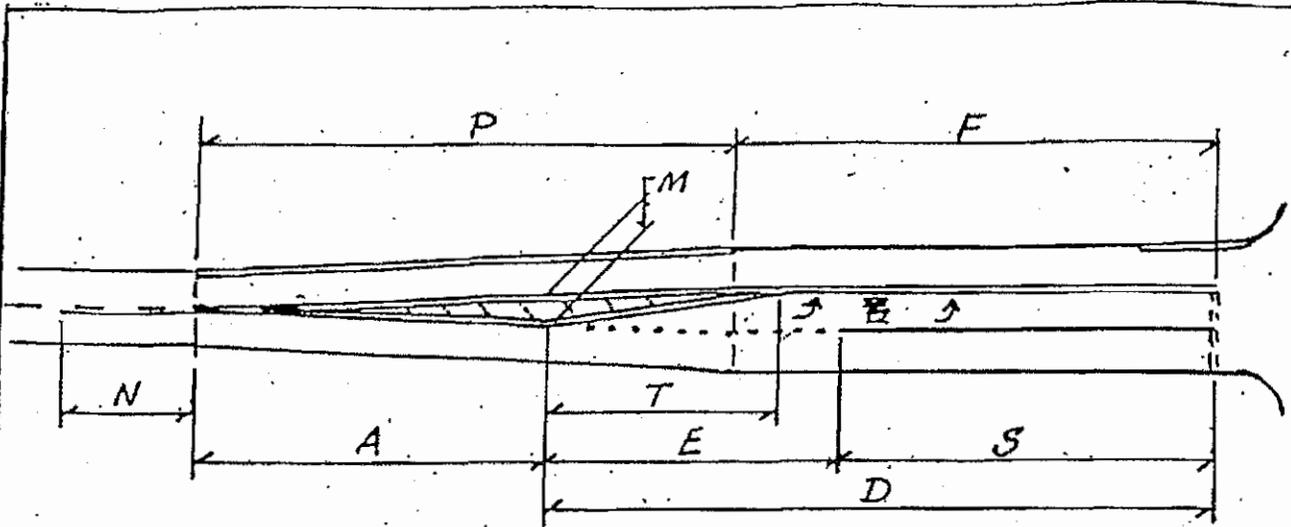
NOTE: ANY VARIATIONS FROM THIS STANDARD SHALL BE AS SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

* BLACK SHALL BE OMITTED ON NEW BITUMINOUS SURFACES.

TYPICAL MARKING:
4-LANE UNDIVIDED ROADS

TMD-102-5

TJK-2/89 4/92



Where conditions allow, the following criteria should be considered as the desirable norm for turn lane entrance tapers and storage lengths:

V Posted speed limit in M.P.H. for approach	D Minimum desired stopping distance; E + S in feet	E Entrance length to turn lane (11' or 12' wide)	P Minimum desired pavement tapers; Both sides	P _L P _R One side	N No- Pass line
≥ 30	200	100 ft.	20:1	20:1	N.A.
35	250	150			245'
40	300	175	40:1	30:1	320'
45	350				540'
> 50	420	210 ft.	50:1	40:1	600'

12" yellow diagonal lines spaced on 20' centers at 45° to the roadway centerline shall be applied within the channelizing lines only where M may exceed 5 feet in width for a distance of at least 20 feet.

Where turning volumes are continually heavy and on all curves, length T should be reduced to 1/2 or 3/4 of the length of E.

A + T shall not be less than P; T shall not be longer than E;

S shall not be longer than F.

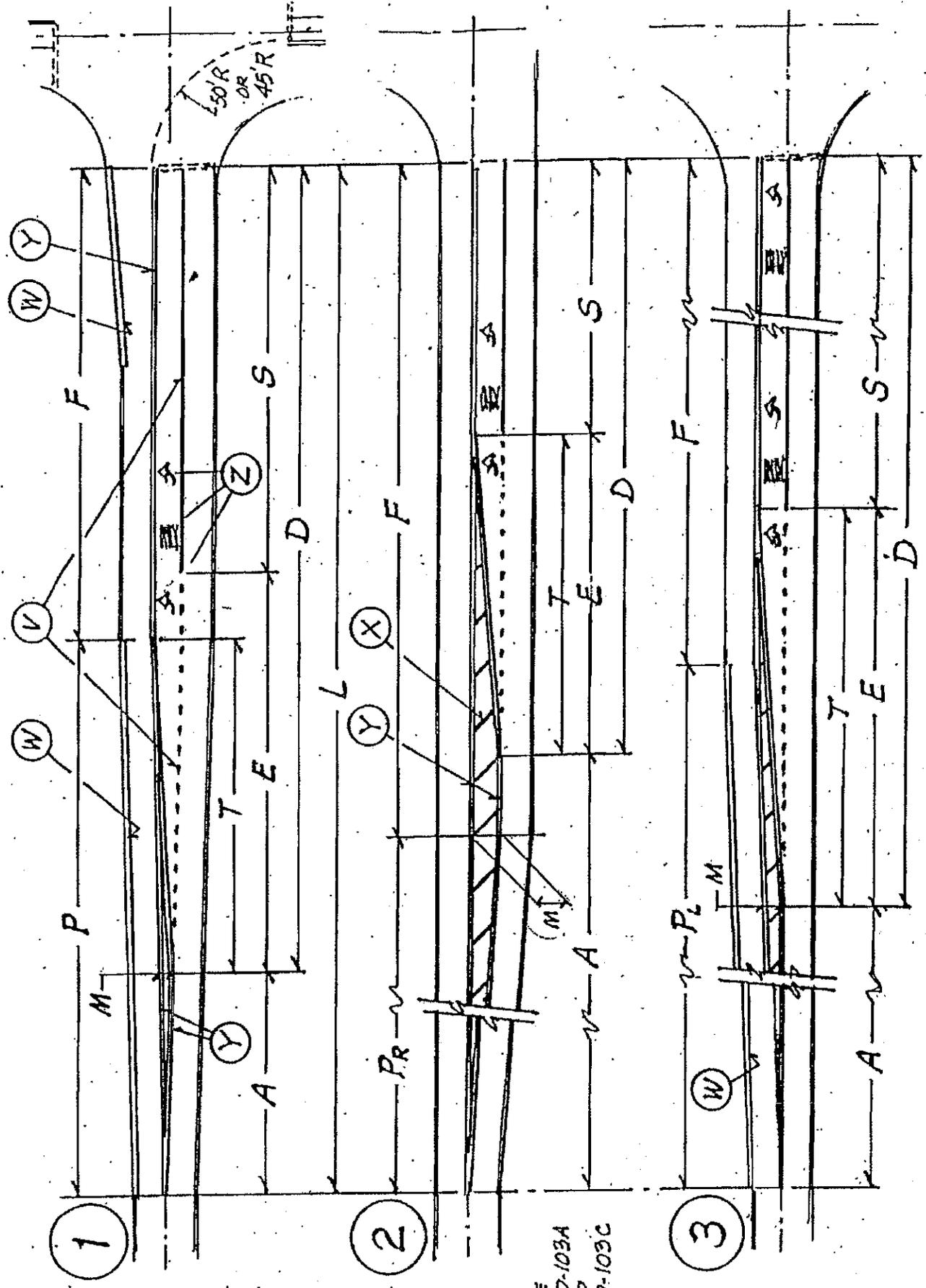
See TMD-103B for specific applications.

MARKED CHANNELIZATION:
TURN LANES

TYPICAL MARKING: 3 LANE INTERSECTION APPROACH

TMD-103A

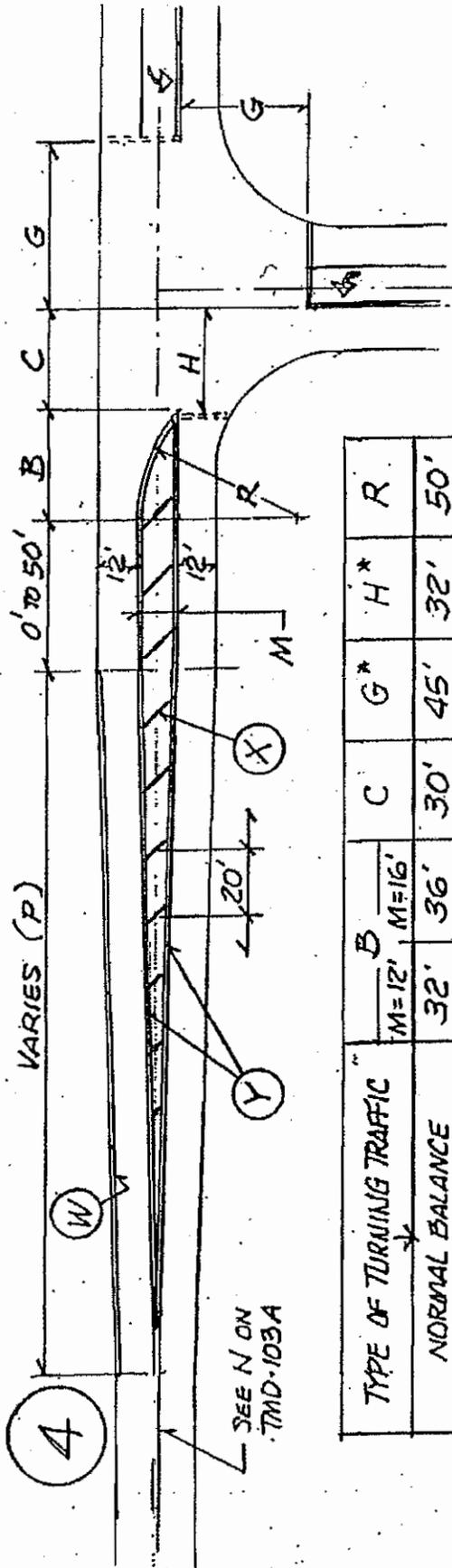
TJK 11-90 ECHD 7.90



SEE
TMD-103A
AND
TMD-103C

TYPICAL MARKING: 3 LANE INTERSECTION APPROACH

TMD-103B

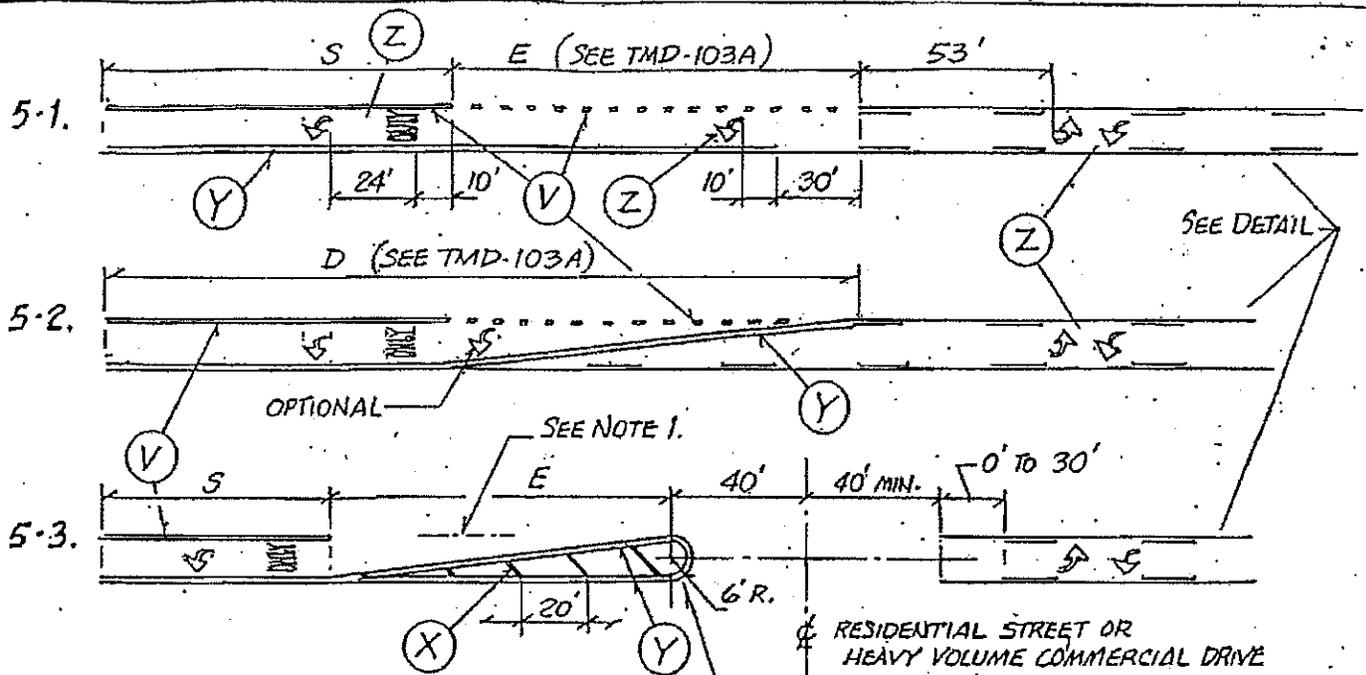


TYPE OF TURNING TRAFFIC	B		C	G*	H*	R
	M=12'	M=16'				
NORMAL BALANCE	32'	36'	30'	45'	32'	50'
HIGH % OF SEMI-TRAILER TRUCKS	58'	67'	32'	50'	35'	150'

* DIMENSIONS TO STOP LINES, WHERE REQUIRED, ARE MINIMUMS. STOP LINES SHALL BE LOCATED 4' CLEAR OF A CROSSWALK.

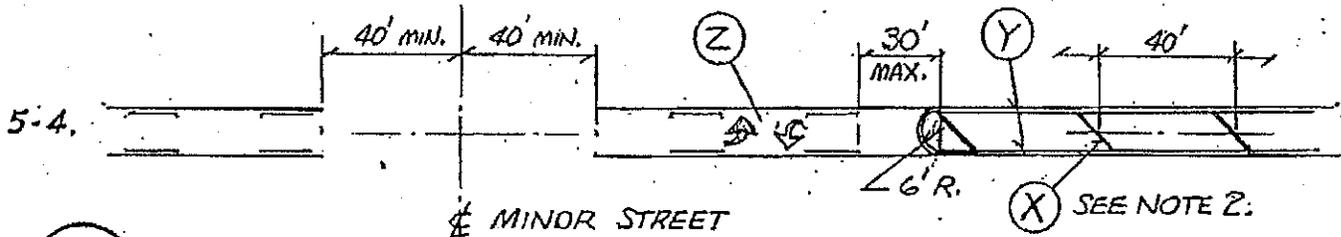
- 1 SYMMETRICAL WIDENING
 - 2 RIGHT SIDE WIDENING ONLY
 - 3 LEFT SIDE WIDENING ONLY
 - 4 T INTERSECTION WIDENING
 - 5 CENTER LAJE TWO WAY LEFT TURN (SEE TMD-103D)
- (V) 6" WHITE LINE; 6" WHITE SKP DASH LINE (SEE TMD-105).
 (W) 8" WHITE LINE ALONG REDUCTION TAPER (SEE TMD-112).
 (X) 12" YELLOW DIAGONAL LINES: 45° ON 20' CENTERS (SEE TMD-103A).
 (Y) DOUBLE 4" YELLOW LINES ON 11" CENTERS WITH 4" BLACK BETWEEN.
 (Z) STANDARD WHITE LETTERS AND SYMBOLS (SEE TMD-105 AND 106).
- NOTE: 4" WHITE EDGELINE SHALL BE APPLIED IN ALL CASES EXCEPT ALONG REDUCTION TAPERS WHERE 8" WHITE IS APPLIED AND WHERE DIRECTED OTHERWISE BY THE ENGINEER.
- THIS PAGE SHALL BE WORKED WITH TMD-103A AND 103B.

TYPICAL MARKING: 3 LANE INTERSECTION APPROACH

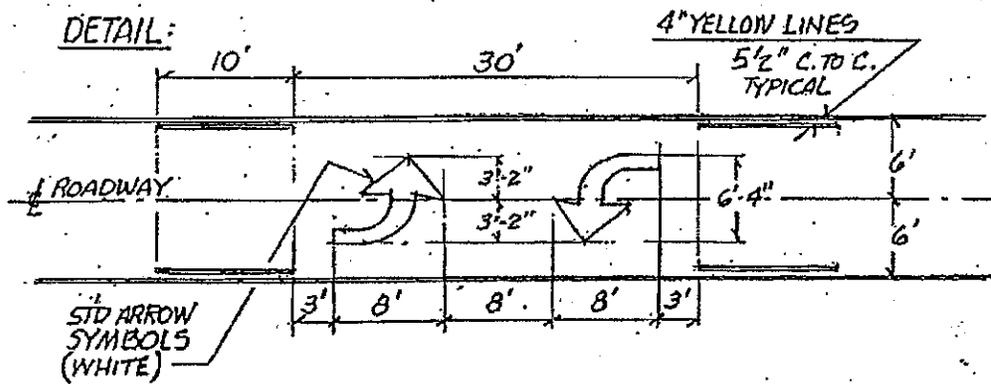


FOR LETTERS AND SYMBOL DETAILS, SEE TMD-106

SEE TMD-103C FOR 'T' INTERSECTION DESIGN AND FOR ALPHABET REFERENCE TO MARKING.



5



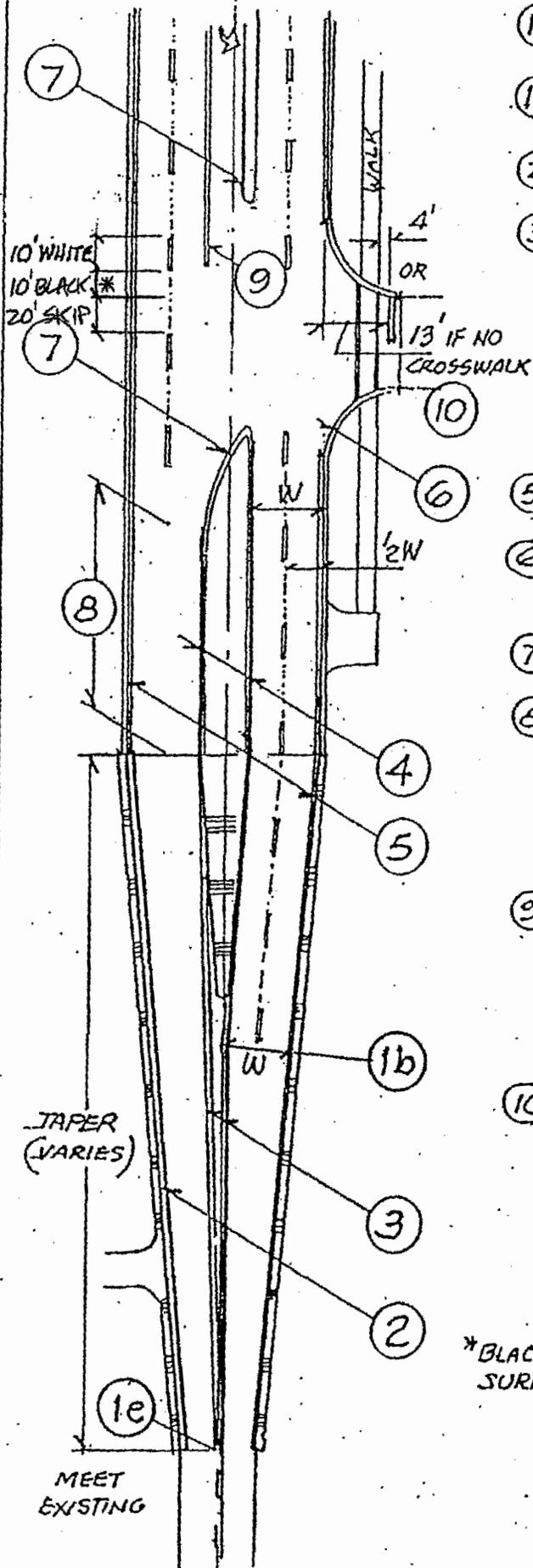
NOTE 1. EXCEPT ON CURVES, THE DASHED LANE-ENTRANCE LINE SHALL BE OMITTED WHERE E IS 100 FT. OR LESS.

2. THRU ANY SECTION OF A 3 OR 5 LANE WIDTH ROADWAY WHERE NO LEFT TURNS ARE REQUIRED WITHIN A DISTANCE OF AT LEAST 600 FT., THE CENTER LANE SHOULD BE MARKED AS A MEDIAN. THE 12" DIAGONALS SHALL NORMALLY BE SPACED ON 20' CENTERS. WHERE THE LENGTH OF THE FULL WIDTH MEDIAN IS LONGER THAN 330 FT. THE DIAGONALS SHALL BE SPACED ON 40' CENTERS AS SHOWN.

3. THE DESIGNS SHOWN ARE TYPICAL EXAMPLES OF CENTER LANE MARKING; A DETAILED PLAN SHOULD BE PROVIDED FOR SPECIFIC LOCATIONS.

TYPICAL TWO-WAY LEFT TURN CENTER LANE MARKING TMD-103D-2

CCHD 3-91 4-92



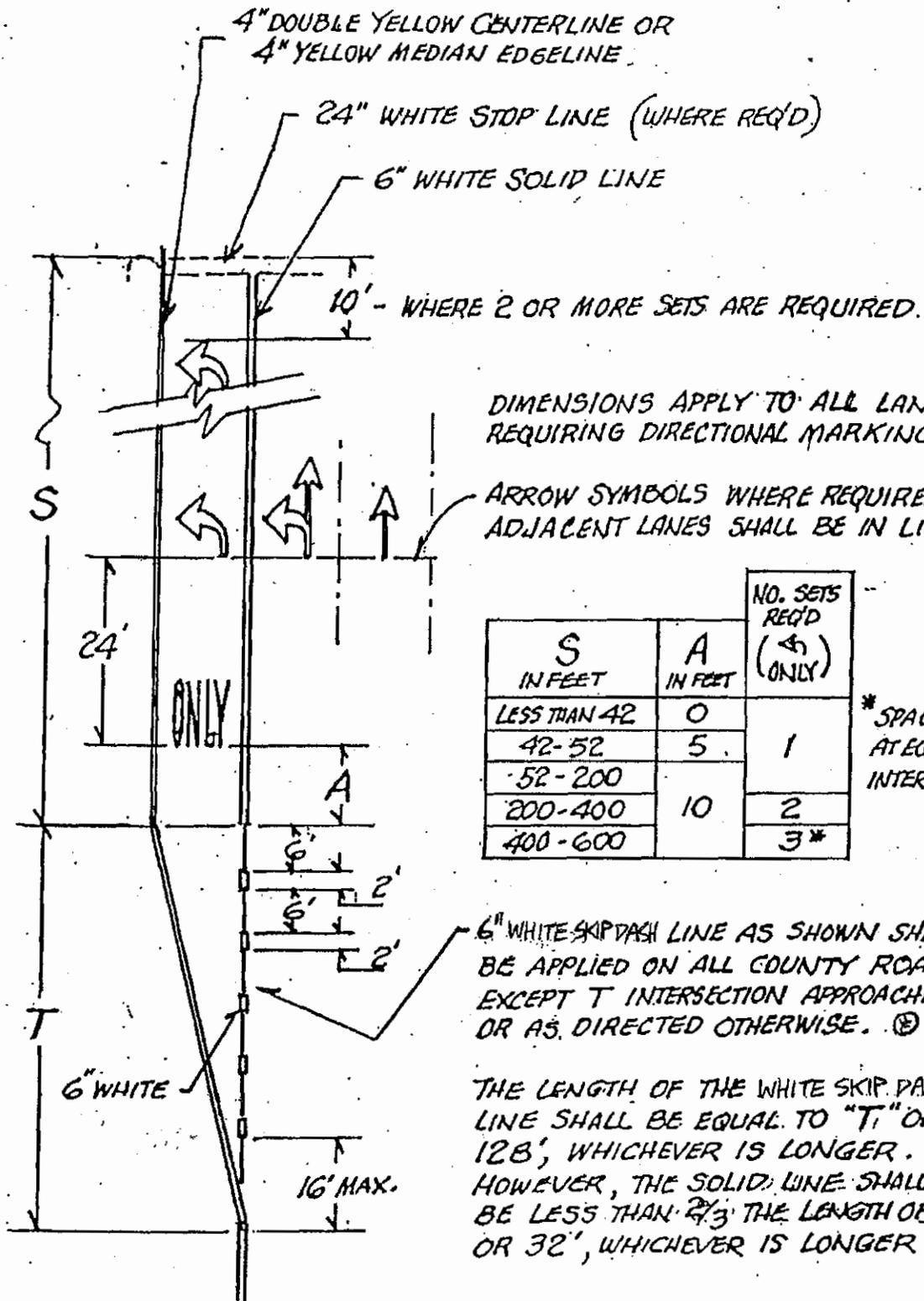
- 1b) CENTERLINE TAPER BEGINS WHERE PAVEMENT REACHES TWO LANES WIDE.
- 1e) REDUCTION TAPERS END AT EXISTING SINGLE LANE WIDTH.
- 2) 8" WIDE WHITE EDGELINE ALONG REDUCTION SIDE OF TAPER. SEE TMD-112.
- 3) DOUBLE 4" YELLOW LINES SPACED 11" O.C. WITH 4" BLACK LINE CENTERED BETWEEN.* ON EACH SIDE APPROACHING THE MEDIAN THE INSIDE YELLOW LINE (AND BLACK LINE)* SHALL END 2" CLEAR OF THE MEDIAN. THE OUTSIDE YELLOW LINE CONTINUES AS MEDIAN EDGELINE AT 2" CLEAR FROM THE EDGE OF PAVEMENT.
- 4) MEDIAN EDGELINE AT 2" CLEAR FROM THE EDGE OF PAVEMENT.
- 5) 4" WHITE CONTINUOUS EDGELINE, 2" CLEAR FROM THE EDGE OF PAVEMENT.
- 6) EDGELINING AROUND STREET RETURNS SHALL ONLY BE DONE WHERE DESIGNATED BY THE ENGINEER.
- 7) FOR DETAILS OF MEDIAN NOSE MARKING SEE TMD-109 OR 110.
- 8) IN ADVANCE OF A LANE DROP TRANSITION OMIT THE LAST 3 DASHES OF THE LANE LINE APPROACH WHERE THE POSTED SPEED LIMIT IS 40 OR LESS. OMIT THE LAST 5 DASHES WHERE THE SPEED LIMIT IS 45 OR HIGHER.
- 9) AT "T" INTERSECTIONS WITH NO STOP LINE PRESENT, THE 6" WHITE TURN LANE LINE SHALL BE EXTENDED UP TO 20' BEYOND THE MEDIAN NOSE. IN ALL OTHER CASES, THIS LINE SHALL END IN LINE WITH THE MEDIAN NOSE. SEE TMD-105.
- 10) CROSSWALKS AND/OR STOP LINES ON SIDE ROADS AS SHOWN SHALL ONLY BE APPLIED WHERE REQUIRED ON NEW SURFACES AND/OR WHERE DESIGNATED BY THE ENGINEER. FOR TYPICAL STOP LINE LOCATIONS ON THE MAIN ROADWAY SEE TMD-102.

*BLACK LINES SHALL BE OMITTED ON NEW BITUMINOUS SURFACES.

TYPICAL MARKING:
MULTILANE DIVIDED ROADS

TMD-104-5

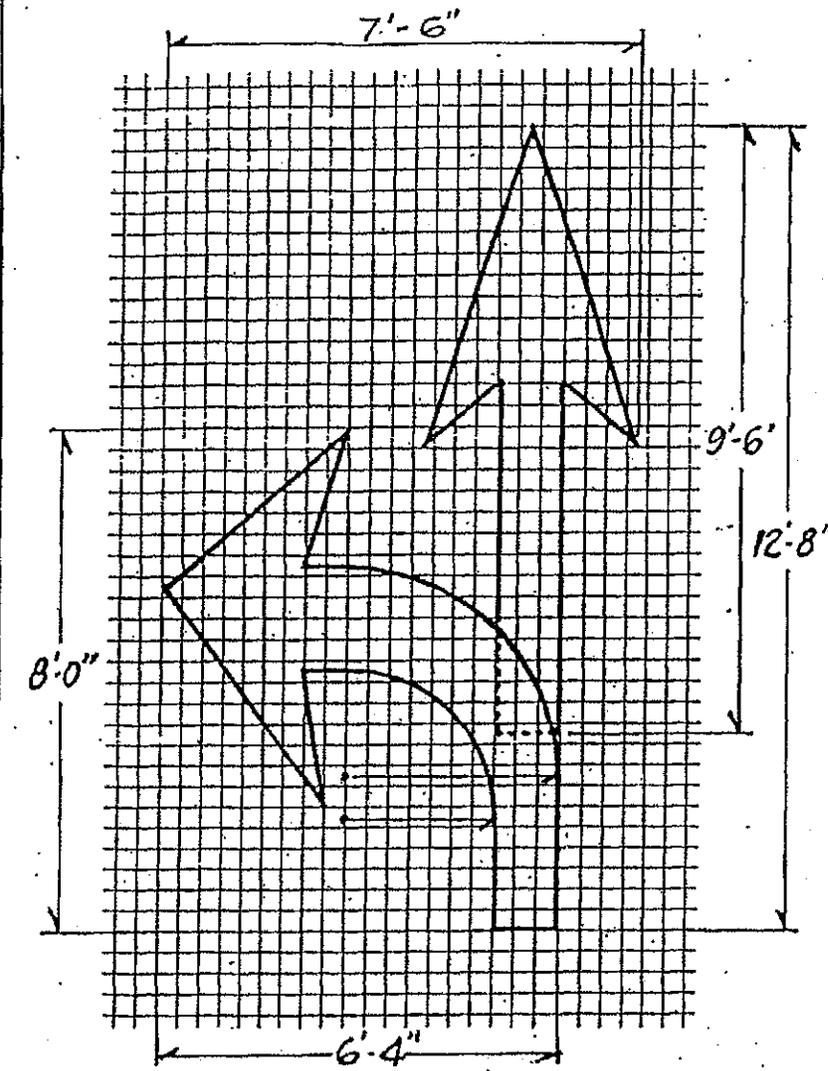
TJK. 2/89. 10/91. 4/92



DIRECTIONAL
LANE MARKING
LAYOUT

TMD-105-4

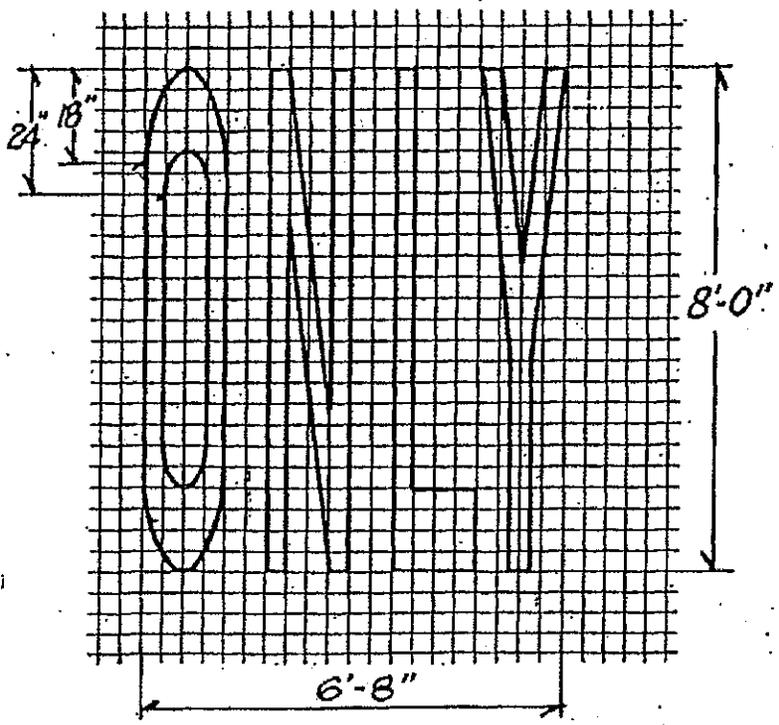
T.K. 2/89 7/90 4/92



GRID SCALE:

EACH SQUARE = 4 INCHES ON A SIDE.

ALL LETTERS AND SYMBOLS: WHITE.



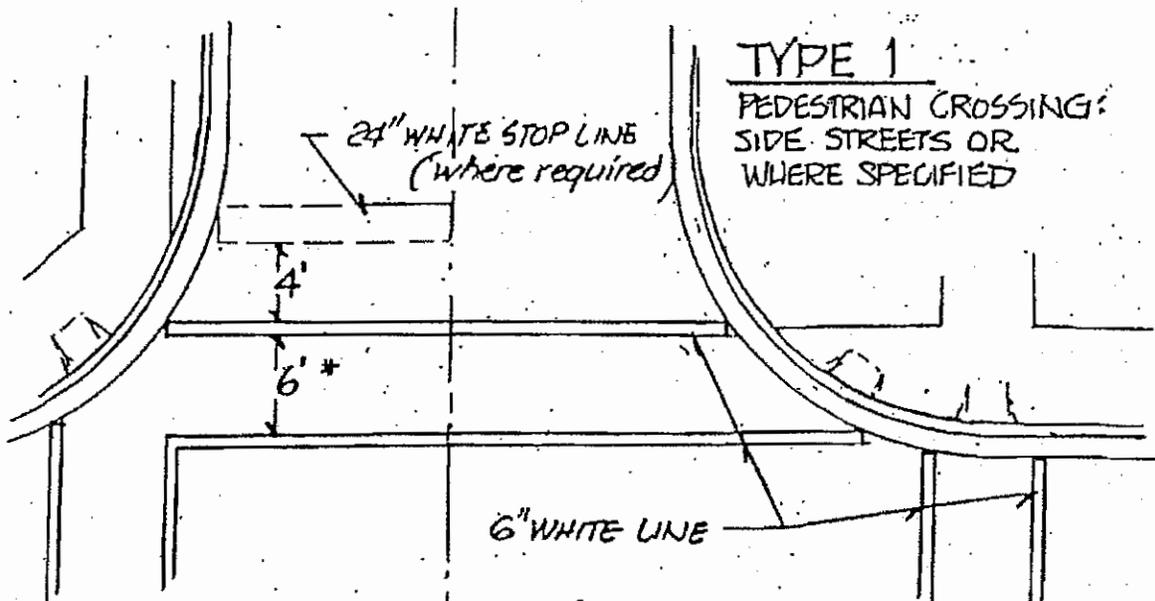
	SQ. FT.
↖ OR ↗	15.6
↑	11.7
↖↑ OR ↗↑	26.0
↖↗	27.2
ONLY	22.6

FOR PLACEMENT SEE TMD-105.

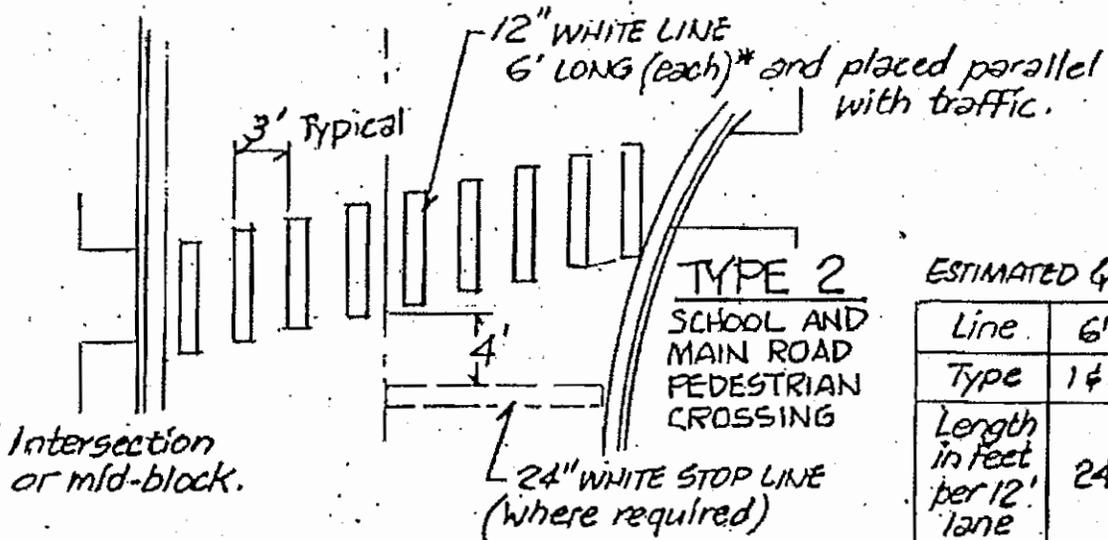
DIRECTIONAL LANE MARKINGS DETAILS

TMD-106-5

TK 6/89 A/92

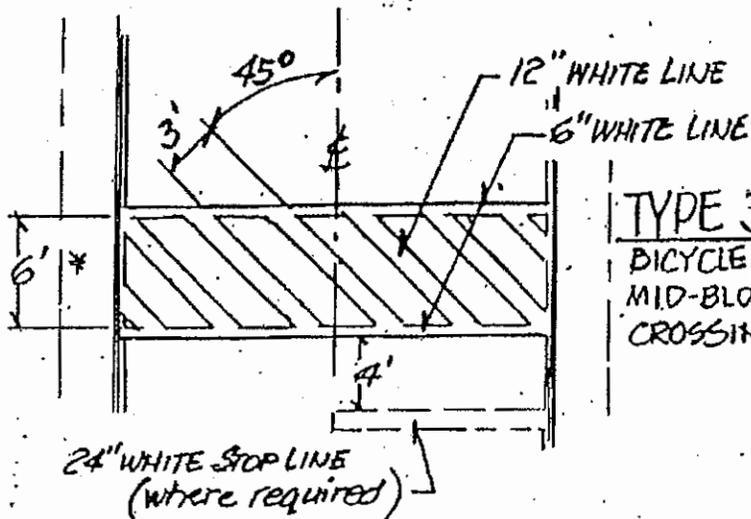


* This dimension should be increased where sidewalk widths warrant.



ESTIMATED QUANTITIES:

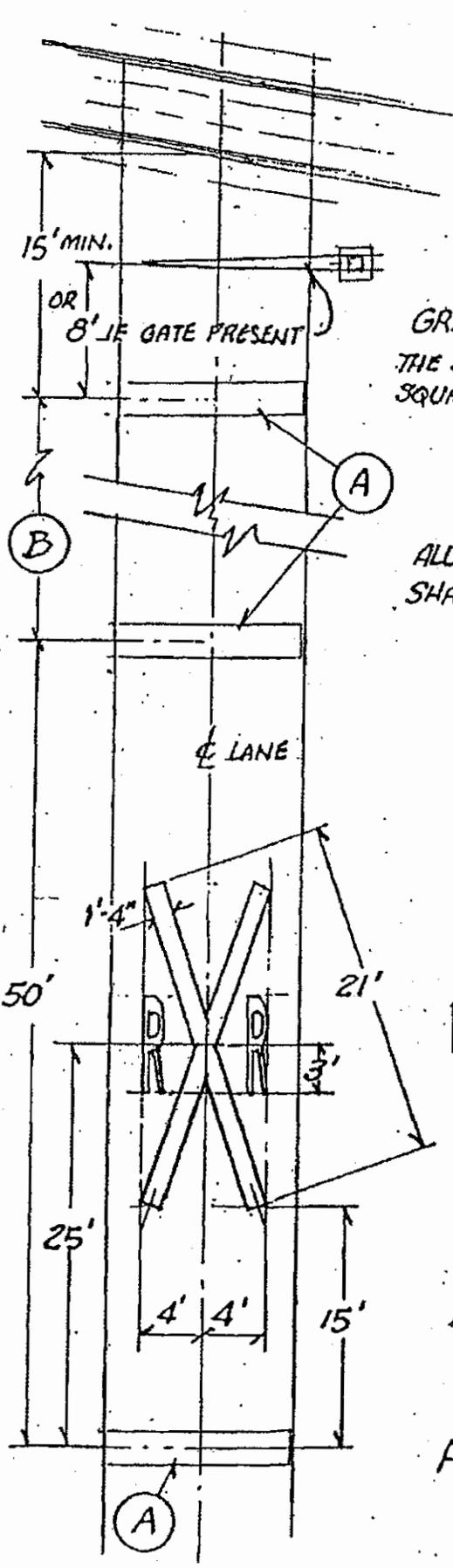
Line	6"	12"
Type	1#3	2#3
Length in feet per 12' lane	24	24
Added lin. ft. per corner	10	6



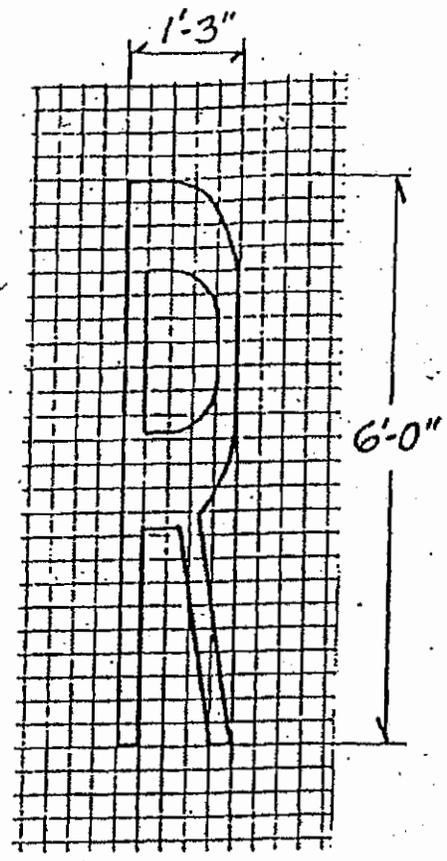
CROSSWALKS
TYPICAL MARKING

TMD-107-2

2-85-TJK CCHD 4-92



GRID SCALE:
THE SIDE OF EACH
SQUARE = 3 INCHES



ALL MARKING
SHALL BE WHITE

2'-0" X WIDTH OF LANE(S) PAID FOR AS
... LINE-24". THE BANDS SHALL EXTEND
ACROSS ALL APPROACH LANES WITH
SEPARATE R X R SYMBOLS IN EACH LANE.

DISTANCE IN FEET ON NEW SURFACES:

POSTED SPEED (MPH)	35	40	45	50	55
DESIRED	200	300	400	500	600
MINIMUM	50	150	300	400	600

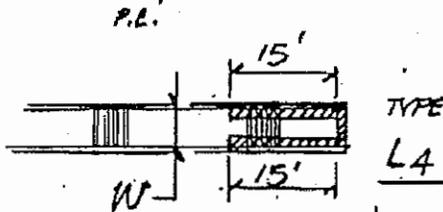
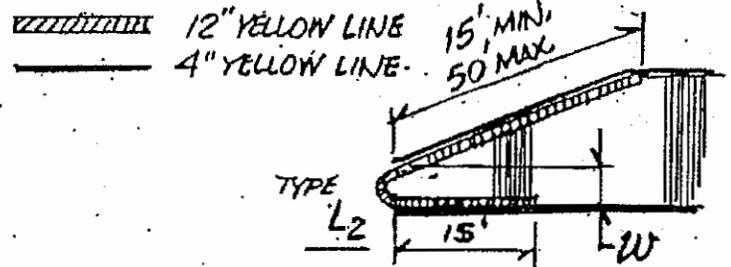
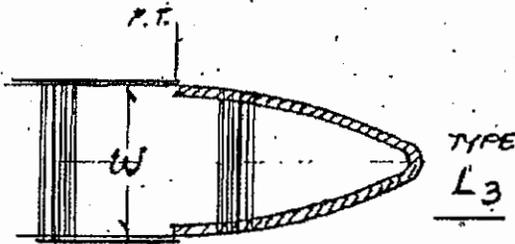
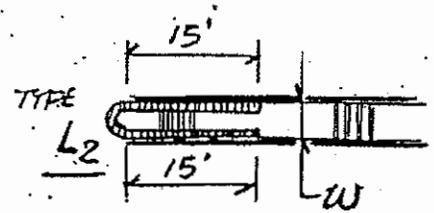
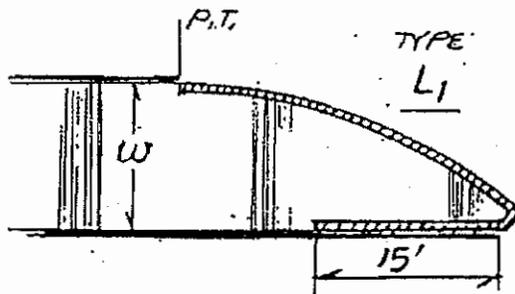
OR AS LOCATED ON THE PLANS OR AS
DIRECTED BY THE ENGINEER.

EACH "R" = 3.6 SQ.FT. "X" = 54 SQ.FT.
PAID FOR AS LETTERS AND SYMBOLS,
61.2 SQ.FT. PER EACH APPROACH LANE.

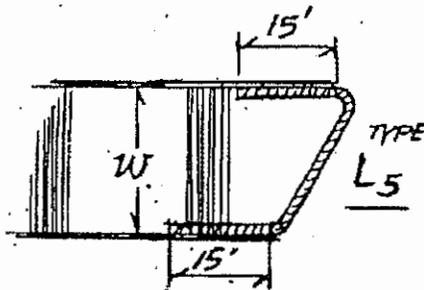
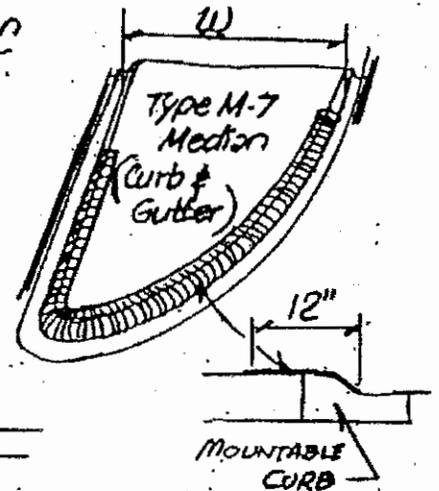
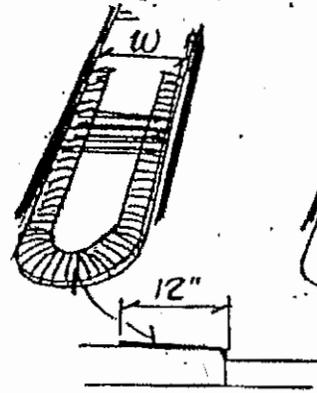
APPROACH MARKINGS RAILROAD GRADE CROSSINGS

TMD-108-3

TJK-2/89



Type C-4 median or similar



TOTAL APPROXIMATE LENGTH IN FEET FOR 12" YELLOW LINE

TABLE M12

TYPE	W	2'	4'	6'	8'	10'	12'	14'	16'
L1	-	-	-	40	45	50	55	60	
L2	31	35	38	41	44	45	49	58	
L3	-	-	-	36	41	45	49	58	
L4	32	34	36	38	-	-	-	-	
L5	-	-	37	40	43	46	48	51	

TWO WAY TRAFFIC:

MOUNTABLE MEDIANS
TYPICAL NOSE MARKING

TMD-109-3

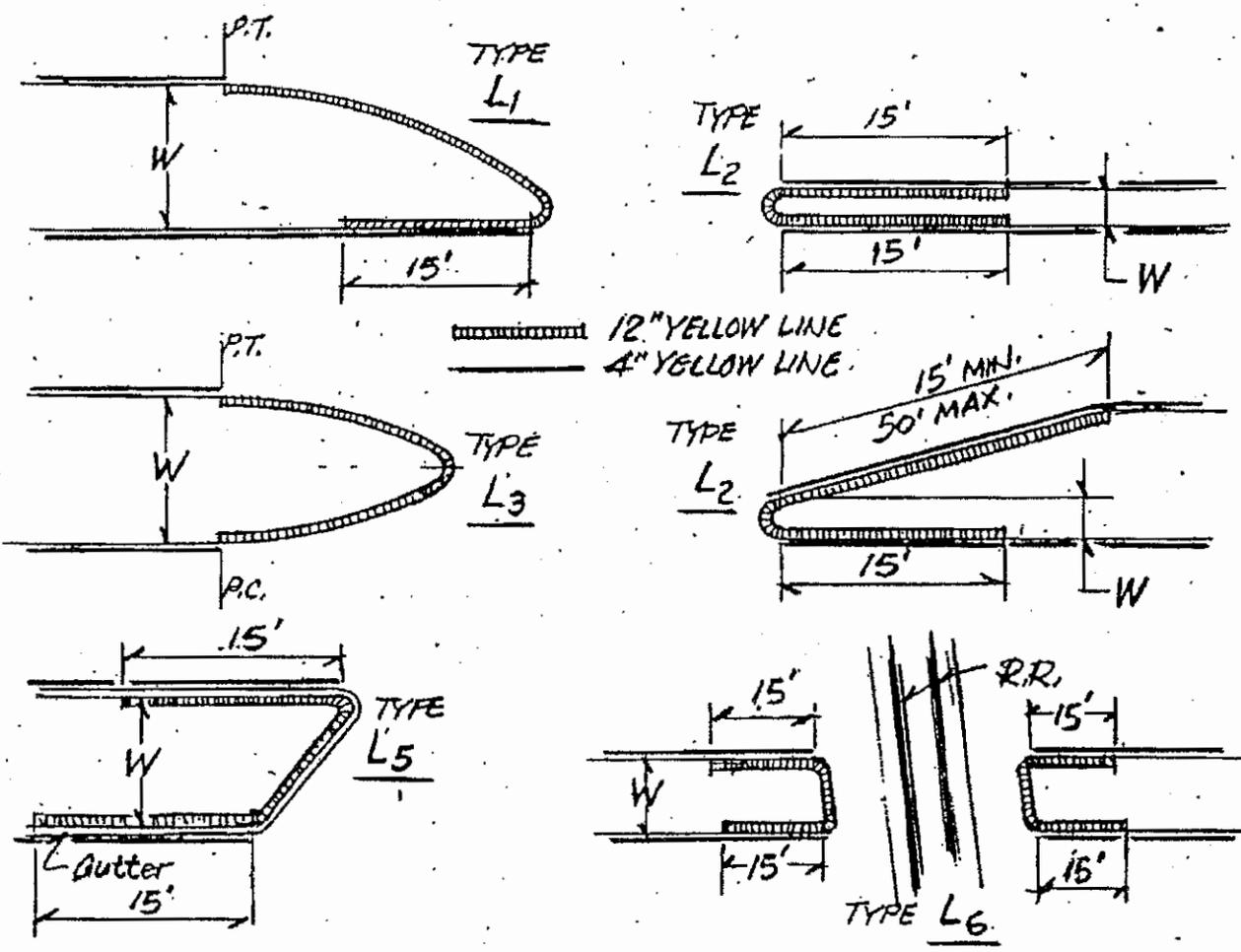
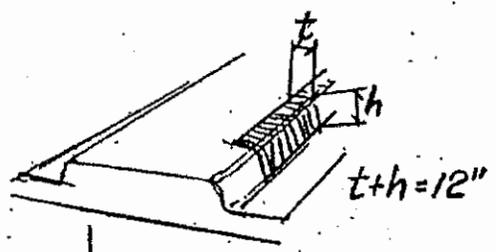


TABLE B12 TOTAL APPROXIMATE LENGTH IN FEET FOR 12" YELLOW LINE

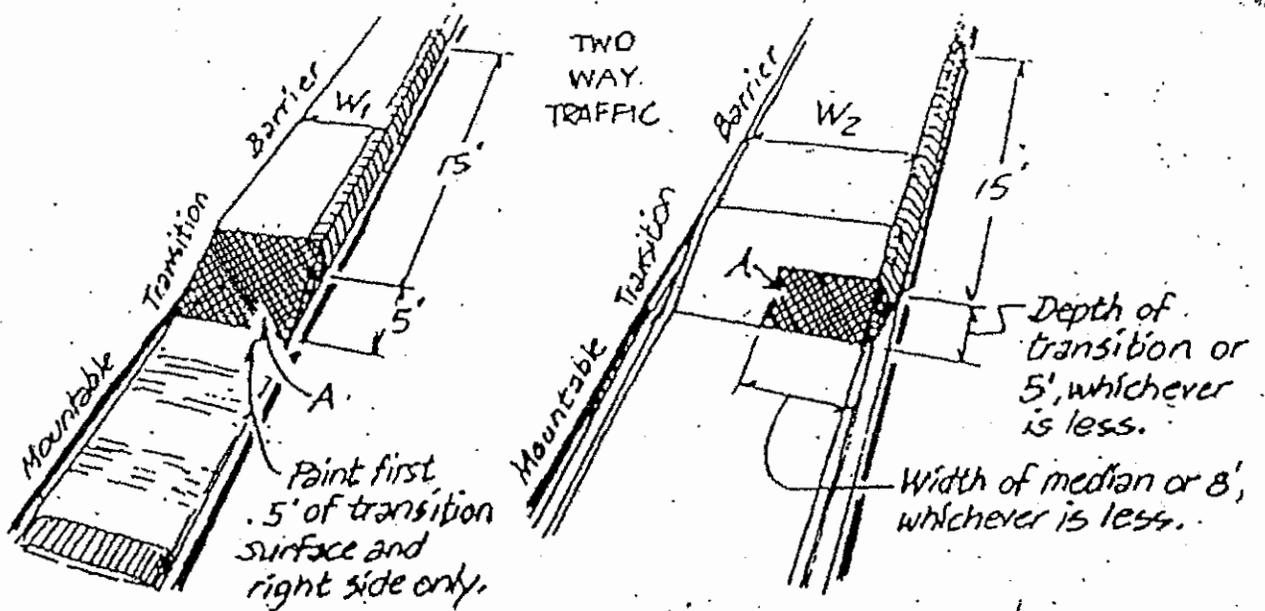
	-W	2'	4'	6'	8'	10'	12'	14'	16'
L ₁	-	-	-	40	45	50	55	60	
L ₂	31	35	38	41	44	49	50	54	
L ₃	-	-	-	36	41	45	49	58	
L ₅	-	-	37	40	43	46	48	51	
L ₆	-	-	36	38	40	42	44	46	

EACH APPROACH

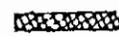
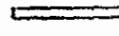


2-85-TJK 8-86 CCHD 7-90

TWO WAY TRAFFIC: BARRIER MEDIANS
TMD-110-2 TYPICAL NOSE MARKING

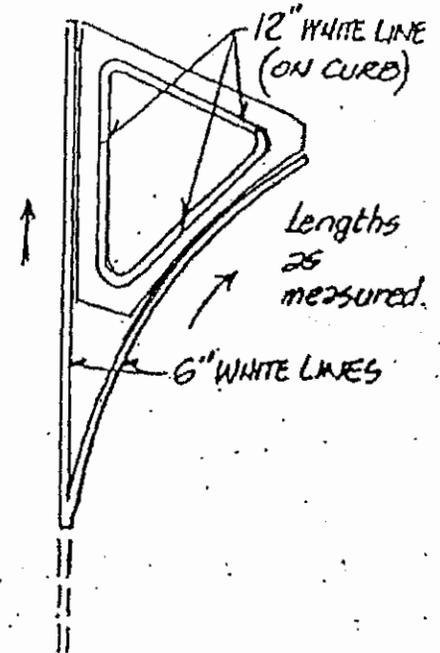
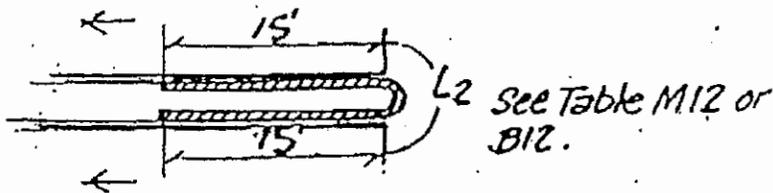


MOUNTABLE TO
BARRIER MEDIANS
TYPICAL TRANSITION MARKING

-  12" YELLOW LINE
-  YELLOW-MEDIAN
-  4" YELLOW LINE
-  12" OR 6" WHITE LINE
(AS NOTED)

APPROXIMATE AREA IN SQ. FT.
FOR PAINTED YELLOW MEDIAN (A)

TABLE MB	W ₁				W ₂
	2'	4'	6'	8'	8'-16'
A	11.3	21.3	31.3	41.3	41.3

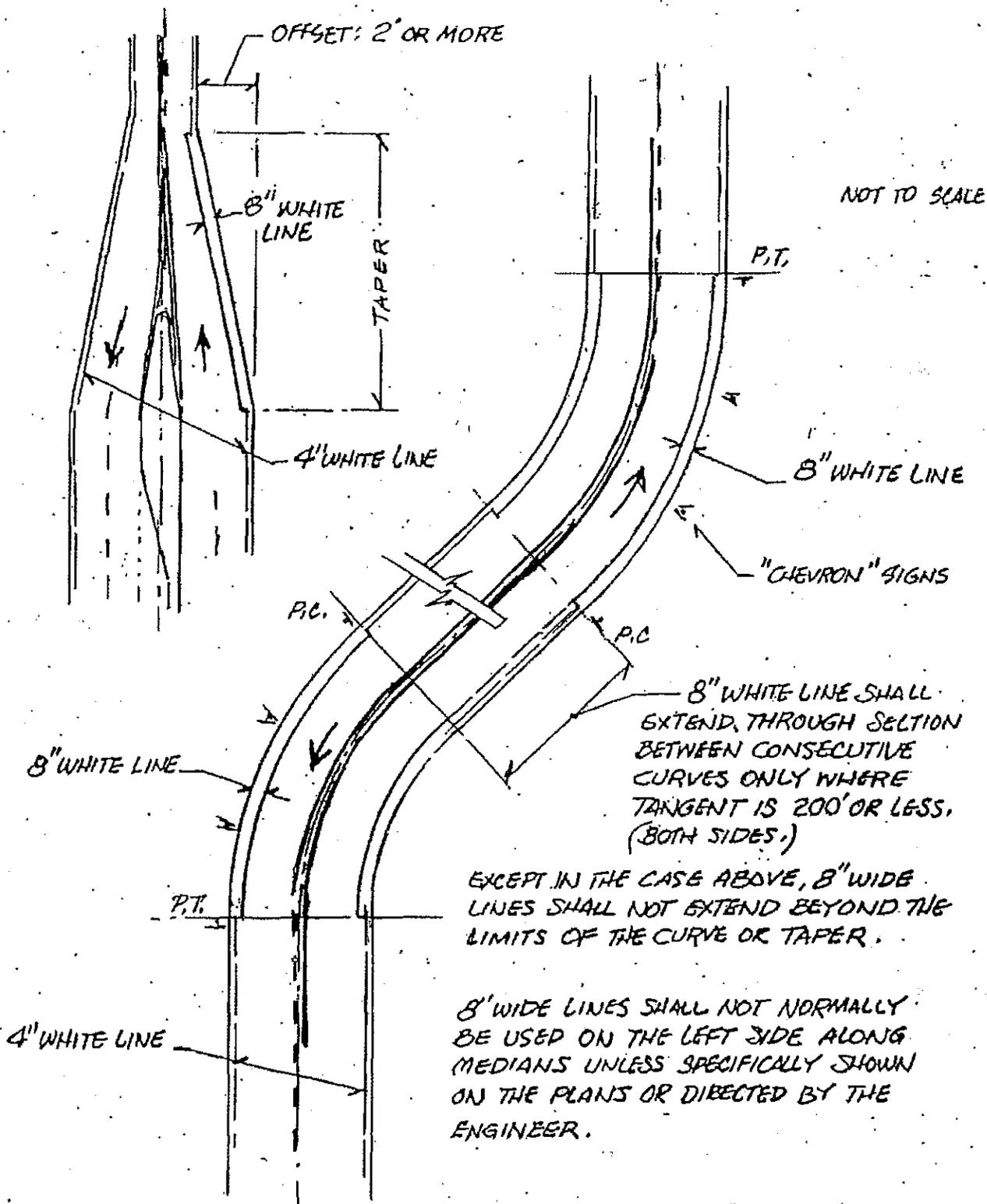


GENERAL NOTE :

Special conditions not shown on these standards shall be marked in accordance with plans submitted for the specific location. Where plans are not available, the markings shall be in accordance with the applicable portions in Part III of the 1988 edition of the Manual on Uniform Traffic Control Devices, the March, 1990 Illinois Supplement to the Manual and as specified by the Traffic Engineer.

BARRIER ISLANDS
TYPICAL MARKING

TMD-111-3



NOT TO SCALE

8" WHITE LINE SHALL EXTEND THROUGH SECTION BETWEEN CONSECUTIVE CURVES ONLY WHERE TANGENT IS 200' OR LESS, (BOTH SIDES.)

EXCEPT IN THE CASE ABOVE, 8" WIDE LINES SHALL NOT EXTEND BEYOND THE LIMITS OF THE CURVE OR TAPER.

8' WIDE LINES SHALL NOT NORMALLY BE USED ON THE LEFT SIDE ALONG MEDIANS UNLESS SPECIFICALLY SHOWN ON THE PLANS OR DIRECTED BY THE ENGINEER.

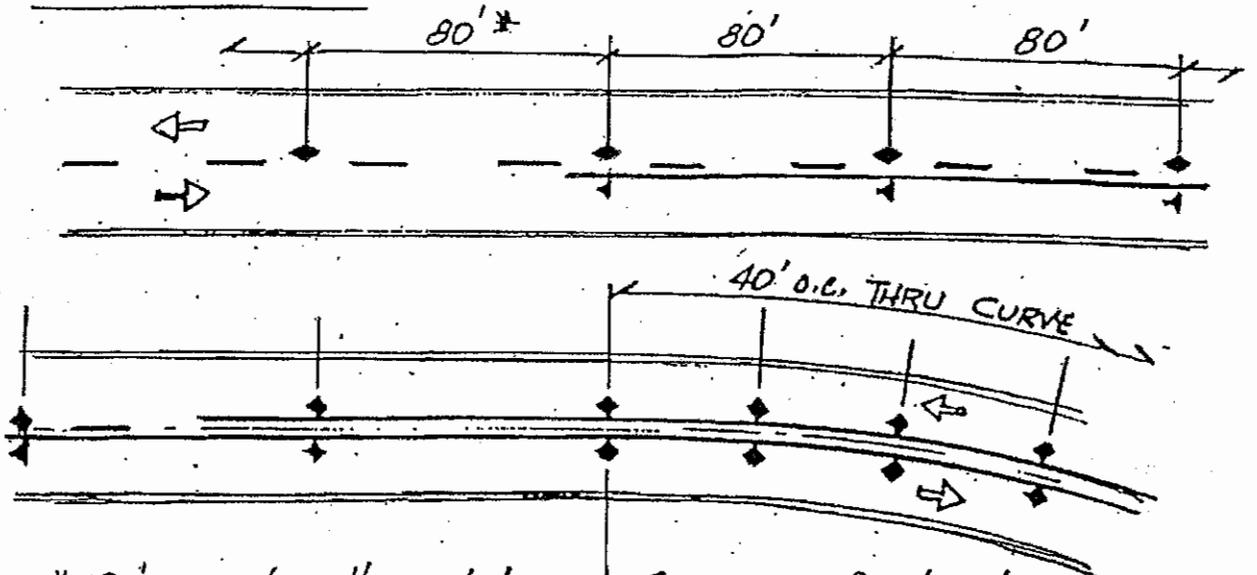
TYPICAL MARKING:
EDGELINE ALONG CURVES AND LANE REDUCTIONS

TMD-112-3

2-87-TJK CCHD 4-92

2 LANE - 2 WAY:

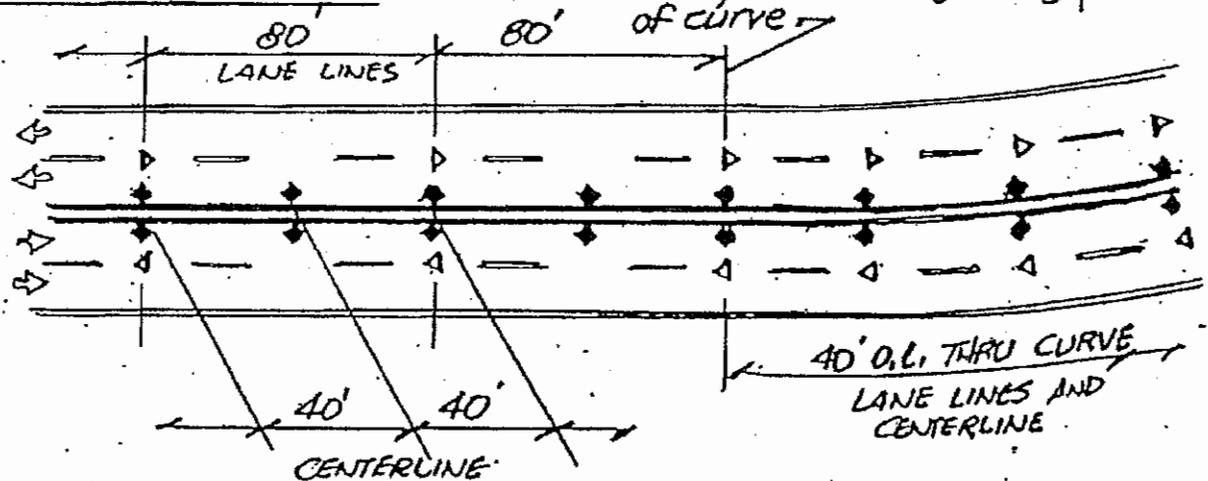
NO SCALE



*120' o.c. where the posted speed is higher than 45 mph.

Sequence of reduced spacing shall begin and end a maximum of 20' in advance of or beyond the beginning (and end) of curve.

MULTILANE - 2 WAY:



Unless otherwise directed, markers shall not be used adjacent to a raised median.

Notes: Markers shall be offset 2" to 3" from adjacent line marking.

Markers shall be located in the center of the gap between segments of skip-dash lines.

MARKER SYMBOLS:

- ◀ ONE-WAY YELLOW
- ◆ TWO-WAY YELLOW
- ◁ ONE-WAY WHITE

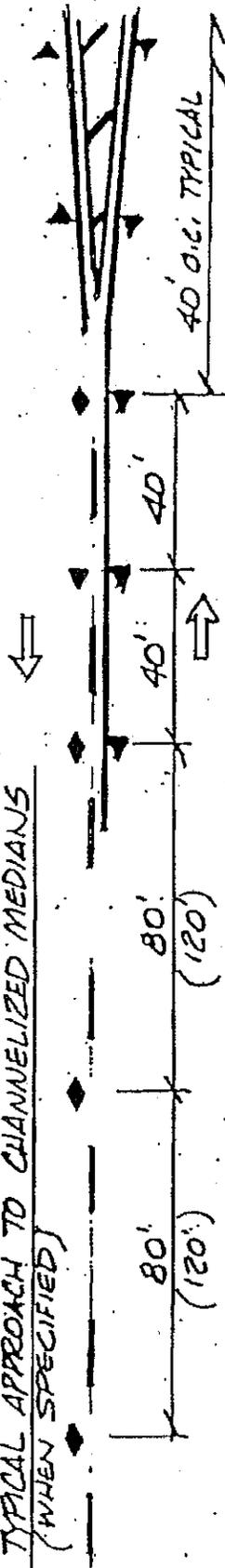
2-87-TJK

2 LANE AND MULTILANE ROADWAYS

TYPICAL APPLICATION
 RAISED REFLECTIVE PAVEMENT MARKERS
 TMD-113A-1

2-67-TJK

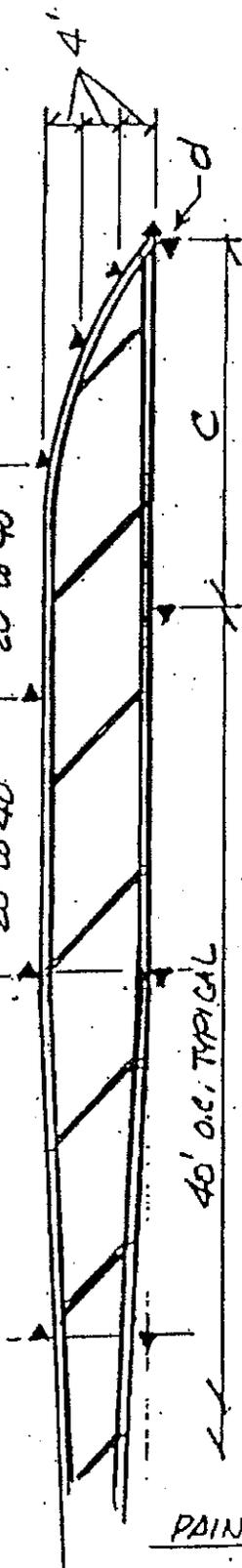
TYPICAL APPROACH TO CHANNELIZED MEDIANS
(WHEN SPECIFIED)



40' O.C. TYPICAL

b^* 20' to 40'

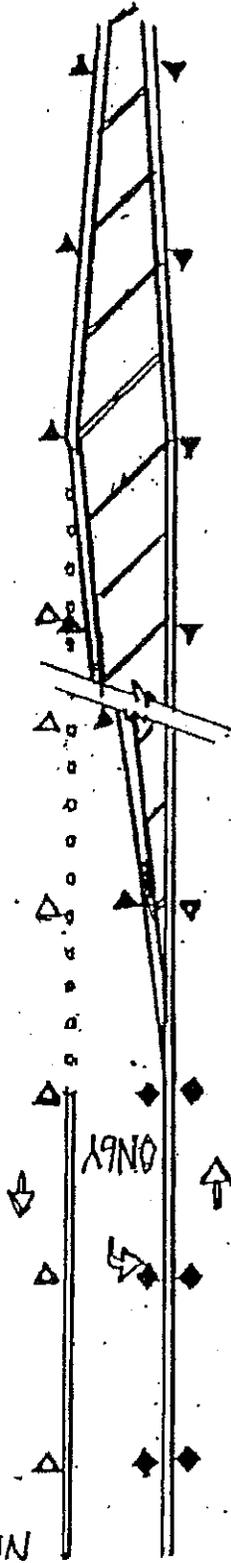
40' O.C. TYPICAL



PAINTED CHANNELIZATION

* Adjustments to the normal 40' o.c. sequence shall be accomplished only within a and b as shown above. Dimension b must be equal to or longer than dimension a .
Marker d shall be omitted if dimension c is less than 40'.

NOTE: Not more than two markers on either side shall be used adjacent to a continuous raised median in advance of or beyond the tapered section.



For Key to Symbols and Details
see TMD-113A.

NO SCALE

TYPICAL APPLICATION
RAISED REFLECTIVE PAVEMENT MARKERS
TMD-113B-2

Bidder: PREFORM TRAFFIC CONTROL SYSTEMS, LTD.



SCHEDULE OF PRICES

STRIPING INTERSECTIONS AND CROSSWALKS

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, Instruction to Bidders, General and Special Conditions and Specification identified as Contract No. 1428-13407 for Striping Intersections and Crosswalks for the DOT, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this proposal, they waive all right to plead any misunderstanding regarding the same.

14-8STIC-35-GM

ITEM NO.	QUANTITIES	UNIT	PAY ITEM	UNIT COST	TOTAL COST
1	250,000	SQ. FT.	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	\$ 1.99	\$ 497,500.00
2	6,000	SQ. FT.	PAINT PAVEMENT MARKING - MEDIAN	\$ 1.40	\$ 8,400.00
3	95,000	FOOT	PAINT PAVEMENT MARKING LINE - 24 INCH	\$ 1.99	\$ 189,050.00
4	120,000	FOOT	PAINT PAVEMENT MARKING LINE - 12 INCH - CROSSWALK	\$ 1.50	\$ 180,000.00
5	140,000	FOOT	PAINT PAVEMENT MARKING LINE - 12 INCH - DIAGONAL	\$ 1.40	\$ 196,000.00
6	230,000	FOOT	PAINT PAVEMENT MARKING LINE - 12 INCH - CURB	\$ 1.50	\$ 345,000.00
7	15,000	FOOT	PAINT PAVEMENT MARKING LINE - 6 INCH	\$ 0.60	\$ 9,000.00
8	30,000	FOOT	PAINT PAVEMENT MARKING LINE - 4 INCH	\$ 0.27	\$ 8,100.00
9	200	SQ. FT.	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	\$ 7.00	\$ 1,400.00
10	200	FOOT	THERMOPLASTIC PAVEMENT MARKING LINE - 24 INCH	\$ 7.00	\$ 1,400.00
11	500	FOOT	THERMOPLASTIC PAVEMENT MARKING LINE - 12 INCH	\$ 3.00	\$ 1,500.00
12	200	FOOT	THERMOPLASTIC PAVEMENT MARKING LINE - 6 INCH	\$ 1.50	\$ 300.00
13	1,000	FOOT	THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	\$ 0.95	\$ 950.00
14	1,000	SQ. FT.	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	\$ 6.00	\$ 6,000.00
15	400	FOOT	MODIFIED URETHANE PAVEMENT MARKING LINE - 24 INCH	\$ 6.00	\$ 2,400.00
16	50,000	FOOT	MODIFIED URETHANE PAVEMENT MARKING LINE - 12 INCH	\$ 3.00	\$ 150,000.00
17	500	FOOT	MODIFIED URETHANE PAVEMENT MARKING LINE - 6 INCH	\$ 2.00	\$ 1,000.00
18	2,000	FOOT	MODIFIED URETHANE PAVEMENT MARKING LINE - 4 INCH	\$ 0.70	\$ 1,400.00
19	20,000	EACH	REPLACEMENT REFLECTOR	\$ 17.00	\$ 340,000.00
20	500	EACH	REPLACEMENT RAISED REFLECTIVE PAVEMENT MARKER	\$ 38.00	\$ 19,000.00
21	1,000	EACH	RAISED REFLECTIVE PAVEMENT MARKER	\$ 25.00	\$ 25,000.00
22	2,000	SQ. FT.	ERADICATION OF EXISTING PAVEMENT MARKING	\$ 2.00	\$ 4,000.00
				TOTAL	\$ 1,987,400.00

PROPOSAL

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

Addendum No. 1 Date: 03/17/2014

Addendum No. _____ Date: _____

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 procurement?

2. Is there a quick payment discount that your company would be willing to offer? If so, please provide details.

<u>EARLY PAYMENT</u>	<u>% DISCOUNT</u>
NET 30	_____ %
NET 20	_____ %
OTHER	_____ %

Bond #929586695

Contract No. 1428-13407

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men by These Presents, That we, PREFORM TRAFFIC CONTROL SYSTEMS, LTD.

as principle, and Western Surety Company

333 S. Wabash Avenue, 41st Floor, Chicago, IL 60604 as surety, are

held and firmly bound unto the County of Cook in the penal sum of ONE MILLION, NINE HUNDRED EIGHTY SEVEN THOUSAND, FOUR HUNDRED Dollars (\$1,987,400.00). 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 1 day of May A.D. 20 14

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounded principle entered into a certain contract with the County of Cook, bearing date the day of AWARD OF CONTRACT for Striping Intersections and Crosswalks, Section No. 14-8ST1C-35-GM, in Various Townships along Various Routes. Cook County Contract No.: 1428-13407.

The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550

The terms and conditions of the Illinois Public Construction Bond Act, 30 ILCS 550 *et seq.* are hereby incorporated by reference.

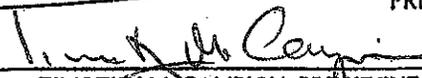
It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in favor of any person not a party to said contract against the County of Cook in any suit arising out of said contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principle and to said surety, shall be conclusive against said principle and said surety as to both liability and amount.

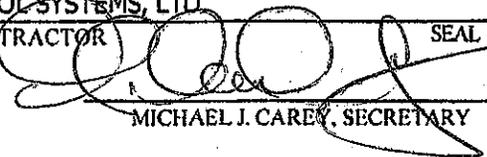
In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

PREFORM TRAFFIC CONTROL SYSTEMS, LTD

PRINCIPAL/CONTRACTOR

SEAL

By 
TIMOTHY M. CAMPION, PRESIDENT


MICHAEL J. CAREY, SECRETARY

Western Surety Company

SURETY

SEAL

By 
SURETY/ATTORNEY-IN-FACT
(ATTACH POWER OF ATTORNEY)
William T. Krumm

Approved as to form:

By 
ASSISTANT STATES ATTORNEY
PWS:18

000974
AMBlt

13188
NAIC#

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Harold Miller Jr, Michael R Pesch, Carol Kelch, Arlene M Filipski, Jon A Schroeder, William T Krumm, Karen E Socha, Sharon A Foulk, Jodie Sellers, Individually

of Itasca, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of March, 2013.



WESTERN SURETY COMPANY

Paul T. Bruflat

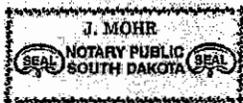
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of March, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1 day of May, 2014



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

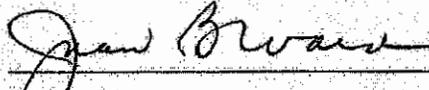
Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SURETY ACKNOWLEDGMENT (ATTY-IN-FACT)

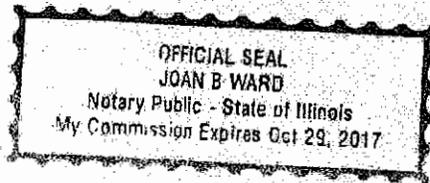
State of Illinois }
County of DuPage } SS:

On this 1 day of May in the year two thousand 2014 before me, Joan B. Ward, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared William T. Krumm, known to me to be the duly authorized Attorney-in-fact of the Western Surety Company and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company, and the said William T. Krumm duly acknowledged to me that he subscribed the name of the Western Surety Company thereto as Surety and his own name as Attorney-in-fact. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

My Commission Expires
10/29/2017



Notary Public in and for DuPage
County, State of Illinois





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2014

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).

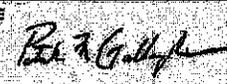
PRODUCER 1-630-773-3800 Arthur J. Gallagher Risk Management Services, Inc. Two Pierce Place Itasca, IL 60143-3141 Pat Furlong	CONTACT NAME: Pat Furlong PHONE (A/C No. Ext): 630-694-4414 FAX (A/C No): 630-694-4401 E-MAIL ADDRESS: patriola.furlong@ajg.com													
	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC#</th> </tr> <tr> <td>INSURER A: CONTINENTAL INS CO</td> <td>35289</td> </tr> <tr> <td>INSURER B: COMMERCE & INDUSTRY INS CO</td> <td>19410</td> </tr> <tr> <td>INSURER C: VALLEY FORGE INS CO</td> <td>20508</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC#	INSURER A: CONTINENTAL INS CO	35289	INSURER B: COMMERCE & INDUSTRY INS CO	19410	INSURER C: VALLEY FORGE INS CO	20508	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Perform Traffic Control Systems, Ltd. 625 Richard Elk Grove Village, IL 60007														

COVERAGES **CERTIFICATE NUMBER:** 39539007 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$1,000 <input checked="" type="checkbox"/> CG140331D (01/13) GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		5095097006	04/01/14	04/01/15	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5095096955	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$		BE044158509	04/01/14	04/01/15	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		WC5095096910	04/01/14	04/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Striping Intersections and Crosswalks, Various Townships Along Various Routes -
 Section No.: 14-BSTIC-35-GM - Contract No. 1428-13407
 The following are shown as additional insured with respect to General Liability coverage on a primary/non-contributory basis and Auto Liability coverage, as required by written contract with respect to work performed by the named insured. Umbrella follows form. A waiver of subrogation applies per written contract.
 Cook County, its officials, employees and agents.

CERTIFICATE HOLDER Cook County Department of Transportation and Highways Attn: Cho Ng, Senior Contract Negotiator 118 N Clark Street - Room 1018 Chicago, IL 60602 USA	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 
--	---

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
05/01/2014

NAME OF INSURED: Praform Traffic Control Systems, Ltd.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

Project ^{Striping}
Intersections and Crosswalks
Section 14-8STIC-35-GM
Date April 16, 2014
Letting _____

We Preform Traffic Control Systems, Ltd.
as Principal, and Western Surety Company

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

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and said SURETY have caused this instrument to be signed by their respective officers and their corporate seals to be hereunto affixed this 16th day of April A.D. 2014.

PRINCIPAL

Preform Traffic Control Systems, Ltd.
(Company Name) _____ (Seal)

(Company Name) _____ (Seal)

BY: [Signature]
(Signature & Title) Timothy M. Campion President

BY: _____
(Signature & Title)

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

SURETY

Western Surety Company
(Name of Surety) _____ (Seal)

BY: [Signature]
(Signature of Attorney-in-fact)
William T. Krumm Attorney-in-fact



STATE OF IL
COUNTY OF Dupage
I, Joan B. Ward, a Notary Public in and for Cook County, do hereby certify that
Timothy M. Campion _____
William T. Krumm _____

(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 16th day of April A.D., 2014. My commission expires October 29, 2017

[Signature]
Notary Public Joan B. Ward



*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.

SURETY'S STATEMENT
of
QUALIFICATION FOR BONDING
(Section 10)

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

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

The undersigned confirms that: Western Surety Company
(SURETY COMPANY)

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

of the bid/contract: _____
(NUMBER)

to: Preform Traffic Control Systems, Ltd.
(BIDDER)

The penalty of this bond is to be \$ 2,000,000.00
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY Western Surety Company
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE



William T. Krumm
(ATTORNEY-IN-FACT) William T. Krumm

000974 13188
AMB # NAIC

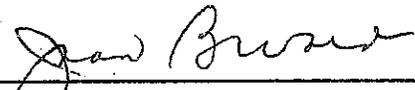
SEAL

State of IL
County of Dupage

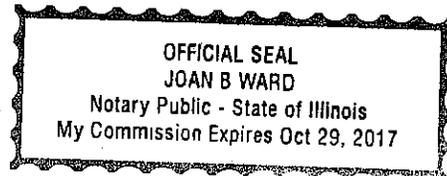
SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Joan B. Ward Notary Public of Dupage County, in the State of IL,
do hereby certify that William T. Krumm Attorney-in-Fact, of the Western Surety Company
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 he signed, sealed and delivered said instrument, for and on behalf of the
Western Surety Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Itasca in
said County, this 16th day of April, 2014.



Notary Public Joan B. Ward
My Commission expires: October 29, 2017



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

William T. Krumm , Individually

of Itasca IL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond

Principal: Preform Traffic Control Systems, Ltd.

Obligee: County of Cook, Department of Transportation and Highways

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of August, 2012.

WESTERN SURETY COMPANY



Paul T. Bruflat

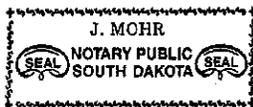
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of August, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of April, 2014.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BID DEPOSIT FORM

**AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND INCONJUNCTION
WITH THE BID HEREWITH SUBMITTED**

(THIS FORM MUST BE SUBMITTED WITH THE BID)

**TO: COOK COUNTY DEPARTMENT OF TRANSPORTATION AND
HIGHWAYS**

BID FOR: STRIPING INTERSECTIONS AND CROSSWALKS, SECTION NO. 14-8STIC-35-GM,

IN VARIOUS TOWNSHIPS ALONG VARIOUS ROUTES, COOK COUNTY CONTRACT NO. 1428-13407

BID OPENING DATE: APRIL 16, 2014

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

() Cashier's Check () Bank Draft (X) Bid Bond () Other

Drawn on: _____ of _____
Bank City State

Draft or Check Number: _____ Date: _____

Amount: \$ _____

Submitted by: PREFORM TRAFFIC CONTROL SYSTEMS, LTD.

Bidder

625 RICHARD LANE

Street Address

ELK GROVE

IL

60007

City

State

Zip Code

DO NOT WRITE IN THE SPACES BELOW

The above described Deposit Check is:

() Held _____ Date _____
() Mailed _____ Date _____
() Delivered To _____ Date _____
() Bond Substituted _____ Date _____
() Bond Mailed To _____ Date _____



**Illinois Department
of Transportation**

Certificate of Eligibility

Contractor No 4858

Preform Traffic Control Systems, Ltd.
625 Richard Lane ELK GROVE VILLAGE, IL 60007

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$30,924,000.00

27A PAVT. MARKING (PAINT)

\$8,675,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/14/2013 TO 4/30/2014 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/14/2013.

M. J. ...
Acting Engineer of Construction



Illinois Department of Transportation

Bureau of Construction
 2300 South Dirksen Parkway/Room 322
 Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 4/16/2014
 (Letting date)

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	5	
Contract Number	Spec. 68095 Mod. #87186	Pavement Marking 2014	14-00000-01-GM	2014 Paint Pavement Mrkg.	Pavement Marking Svcs.	
Contract With	City of Chicago Airport System	Village of Mt. Prospect	Will County	Village of Hoffman Estates	Village of Northbrook	
Estimated Completion Date	4/30/2015	8/31/2014	8/31/2014	11/30/2014	9/30/2014	
Total Contract Price	2,287,349.20	64,134.74	483,574.24	59,600.00	24,122.50	Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	2,287,349.20	64,134.74	483,574.24	59,600.00	24,122.50	2,918,780.68
Uncompleted Dollar Value if Firm is the Subcontractor	0.00	0.00	0.00	0.00	0.00	0.00
Total Value of All Work						2,918,780.68

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse side of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfacea						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)	2,287,349.20	64,134.74	483,574.24	59,600.00	24,122.50	2,918,780.68
Other Construction (List)						0.00
						0.00
						0.00
Totals	2,287,349.20	64,134.74	483,574.24	59,600.00	24,122.50	2,918,780.68

Disclosure of this information is REQUIRED to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid". This form has been approved by the State Forms Management Center.



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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For the Letting of 4/16/2014
(Letting date)

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	6	7	PENDING	9	10	
Contract Number	Airfield Pavement Mrkg.	14-00000-05-GM	Item 5A Contract DK054			
Contract With	DuPage Airport	Kane County DOT	IDOT - DeKalb Airport			
Estimated Completion Date	11/30/2014	11/15/2014	9/30/2014			
Total Contract Price	30,000.00	497,193.67	22,082.00			Accumulated Totals
Uncompleted Dollar Value if Firm Is the Prime Contractor	30,000.00	497,193.67	22,082.00			3,468,056.35
Uncompleted Dollar Value if Firm is the Subcontractor	0.00	0.00	0.00	0.00	0.00	0.00
Total Value of All Work						3,468,056.35

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	6	7	PENDING	9	10	Accumulated Totals
Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)	30,000.00	497,193.67	22,082.00	0.00	0.00	3,468,056.35
Other Construction (List)						0.00
						0.00
Totals	30,000.00	497,193.67	22,082.00	0.00	0.00	3,468,056.35

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**Illinois Department
of Transportation**
Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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Contract With	City of Chicago Airport System	Village of Mt. Prospect	Will County	Village of Hoffman Estates	Village of Northbrook	
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Earthwork						0.00
Portland Cement Concrete Paving						0.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces						0.00
Highway, R.R. and Waterway Structures						0.00
Drainage						0.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction						0.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition						0.00
Pavement Markings (Paint)	2,287,349.20	64,134.74	483,574.24	59,600.00	24,122.50	2,918,780.68
Other Construction (List)						0.00
						0.00
						0.00
Totals	2,287,349.20	64,134.74	483,574.24	59,600.00	24,122.50	2,918,780.68

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Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

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Contract Number	Airfield Pavement Mrkg.	14-00000-05-GM	Item 5A Contract DK054			
Contract With	DuPage Airport	Kane County DOT	IDOT - DeKalb Airport			
Estimated Completion Date	11/30/2014	11/15/2014	9/30/2014			
Total Contract Price	30,000.00	497,193.67	22,082.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	30,000.00	497,193.67	22,082.00			3,468,056.35
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HMA Paving						0.00
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Other Construction (List)						0.00
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Totals	30,000.00	497,193.67	22,082.00	0.00	0.00	3,468,056.35

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Return with Bid

Route	<u>VARIOUS</u>
County	<u>COOK</u>
Local Agency	<u>TRANSPORTATION & HIGHWAY</u>
Section	<u>14-8STIC-35-GM</u>

All contractors are required to complete the following certification:

- For this contract proposal or for all groups in this deliver and install proposal.
- For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

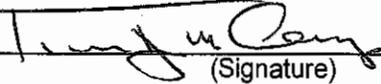
- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Chicago Area Painting & Decorating Joint Apprenticeship & Training Committee
Chicago, Illinois for the trade of: Painter

IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Preform Traffic Control Systems, Ltd.
Address: 625 Richard Lane, Elk Grove, IL 60007

By: 
(Signature)
Title: President

United States Department of Labor Bureau of Apprenticeship and Training

Certificate of Registration

CHICAGO AREA PAINTING & DECORATING JOINT APPRENTICESHIP & TRAINING COMMITTEE
CHICAGO, ILLINOIS

FOR THE TRADE OF: PAINTER

*Registered, as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Registered: MARCH 6, 1942
Revised: APRIL 18, 1984
DATE

IL-012-0062
REGISTRATOR NO.



Edith Burke

SECRETARY OF LABOR

Thomas J. Hagan

DIRECTOR, BUREAU OF APPRENTICESHIP AND TRAINING



Letting Date: 04/16/2014 Item No.: _____
 Contract No.: 1428-13407
 Route: VARIOUS
 Section: 14-8STIC-35-GM
 Job No.: _____
 County: COOK

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

PREFORM TRAFFIC CONTROL SYSTEMS, LTD.

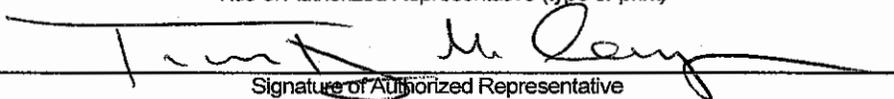
Contractor/Subcontractor

TIMOTHY M. CAMPION

Name of Authorized Representative (type or print)

PRESIDENT

Title of Authorized Representative (type or print)



Signature of Authorized Representative

APRIL 14, 2014

Date

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

RETURN WITH BID



Affidavit of Illinois Business Office

County COOK
Local Public Agency TRANS. & HIGHWAY
Section Number 14-8STIC-35-GM
Route VARIOUS

State of ILLINOIS)
) ss.
County of COOK)

I, TIMOTHY M. CAMPION of PALATINE, ILLINOIS
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the PRESIDENT of PREFORM TRAFFIC CONTROL SYSTEMS, LTD.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, PREFORM TRAFFIC CONTROL SYSTEMS, LTD., will maintain a
(bidder)
business office in the State of Illinois which will be located in COOK County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

[Signature]
(Signature)
TIMOTHY M. CAMPION
(Print Name of Affiant)

This instrument was acknowledged before me on 14TH day of APRIL, 2014

(SEAL)



[Signature]
(Signature of Notary Public)

ECONOMIC DISCLOSURE STATEMENT

**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

ECONOMIC DISCLOSURE STATEMENT**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.

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

MBE/WBE UTILIZATION PLAN (SECTION I)

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. (SEE ATTACHMENT - - - GOOD FAITH EFFORTS)

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

~~MBE/WBE~~ Firm: RAE PRODUCTS AND CHEMICALS CORPORATION (DIRECT AND INDIRECT)

Address: 11638 SOUTH MAYFIELD AVE., ALSIP, IL 60803

E-mail: RAEDONNA@RAEPRODUCTS.NET

Contact Person: DONNA GRUENBERG Phone: 708-396-1984

Dollar Amount Participation: \$ 476,976.00

Percent Amount of Participation: 24 %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

~~MBE/WBE~~ Firm: MARKING SPECIALISTS CORP.

Address: 555 SUNDOWN RD., SOUTH ELGIN, IL 60177

E-mail: MARKNGSPEC@AOL.COM

Contact Person: ALFREDO ZAVALA Phone: 847-608-6614

Dollar Amount Participation: \$ 79,500.00

Percent Amount of Participation: 4 %

*Letter of Intent attached? Yes No

*Letter of Certification attached? Yes No

Attach additional sheets as needed.

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

STRIPING INTERSECTIONS AND CROSSWALKS

SECTION NO. 14-8STIC-35-GM

CONTRACT NO. 1428-13407

**GOOD FAITH EFFORTS FOR THE CONSIDERATION OF
BOTH DIRECT AND INDIRECT WBE PARTICIPATION**

Preform Traffic Control Systems, Ltd. ("Preform") is an established union paint pavement marking contractor. Preform respectfully request that its 14% WBE participation requirement be fulfilled by both direct and indirect participation by RAE Products and Chemicals Corporation ("RAE Products"), a WBE certified distributor of traffic marking paint.

The work contemplated under the subject contract is very specialized and requires a highly trained and skilled work force. The 14% WBE participation requirement under Preform's bid proposal amounts to a minimum of \$278,236 in WBE participation over a two year period. Preform has a collective bargaining agreement with Painters' District Council #14. Under its bargaining agreement, Preform can only enter into subcontract agreements with union contractors. Subcontracting with nonunion contractors is strictly prohibited.

A thorough review of all available resources for potential qualified WBE participants resulted in three possible participants:

*ML Group, LLC, 1507 E. 53rd Street, Chicago, IL 60615, a union pavement markings contractor;

*D2K Traffic & Design, LLC, 475 Weston Ridge Drive, Naperville, Illinois 60563, a new union pavement markings contractor; and

*RAE Products and Chemicals Corporation, 11638 S. Mayfield Ave., Alsip, IL, 60803, a distributor of traffic marking paint.

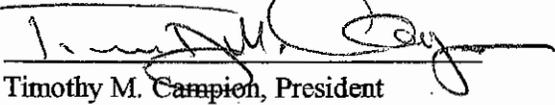
ML Group, LLC, has experience in the type of work to be performed under the subject contract, however it is not available to participate since it has recently been debarred from doing any public work.

D2K Traffic & Design, LLC ("D2K"), is also qualified to perform some of the work contemplated under the subject contract, however its WBE certification application is not final and still under review. In the event D2K's WBE certification application is eventually approved during the term of this contract, Preform would certainly request that its MBE/WBE Utilization Plan be modified and add D2K as an additional WBE participant.

RAE Products' participation in this contract would be limited to the sale of traffic paint to Preform. However, the requirement of traffic paint on this project in terms of dollars is significantly less than the \$278,236 minimum dollar requirement. Therefore, as detailed in its MBE/WBE Utilization Plan, Preform proposes to fulfill its obligation by purchasing all of its traffic paint from RAE Products for this project as well as for other similar projects in a dollar amount which would meet the minimum 14% WBE participation requirement.

For the reasons stated, Preform respectfully requests that its 14% WBE participation requirement be fulfilled by both direct and indirect participation by RAE Products, a WBE certified distributor of traffic marking paint.

Preform Traffic Control Systems, Ltd.


Timothy M. Campion, President

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

ALSO COOK COUNTY - JULY 19, 2014

M/WBE Firm: Rae Products and Chemical Corporation ^{WBE} Certifying Agency: CITY OF CHICAGO

Address: 11638 South Mayfield Ave. Certification Expiration Date: MAY 31, 2014 (Renewal Application Under Review)

City/State: Alsip, IL Zip: 60803 FEIN #: 36-2895651

Phone: 708-396-1984 Fax: 708-396-2332 Contact Person: Donna Gruenberg

Email: raedonna@raeproducts.net Contract #: 1428-13407

Participation: Direct AND Indirect

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

No Yes If "Yes", please attach explanation. Proposed Subcontractor: _____

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

Supply Pavement Marking Paint (White & Yellow)

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

\$476,976.00 24% NET 30

(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 Gruenberg

Signature (M/WBE)

Donna Gruenberg

Print Name

Rae Products and Chemicals Corporation

Firm Name

4/8/14

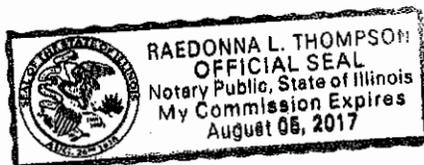
Date

Subscribed and sworn before me

this 8 day of April, 2014

Notary Public: *Raedonna L. Thompson*

SEAL



Timothy M. Campion

Signature (Prime Bidder/Proposer)

Timothy M. Campion

Print Name

Preform Traffic Control Systems, Ltd.

Firm Name

4-8-14

Date

Subscribed and sworn before me

this 8 day of April, 2014

Notary Public: *Millie M. Day*

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

March 6, 2014

Donna Donna Gruenberg
Rae Products and Chemicals Corporation
11638 S. Mayfield Ave.
Alsip, IL 60803

Email: donna@raeproducts.net

Dear Ms. Gruenberg ,

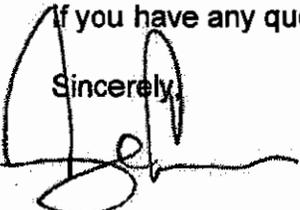
This letter is to inform you that the City of Chicago has extended your status as **Women Business Enterprise (WBE) until May 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,



George Coleman Jr.
Deputy Procurement Officer

GC/at



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 30 2013

Donna Gruenberg
Rae Products And Chemicals Corporation
11638 South Mayfield Avenue
Alsip, IL 60803-2816

Annual Certificate Expires: April 28, 2013

Dear Donna Gruenberg:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **April 28, 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 **2/28/2013**.

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

Please note— you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/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.

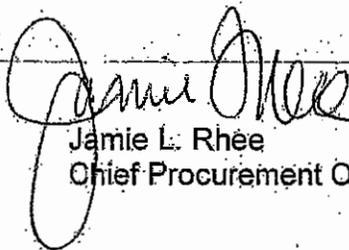
Your firm is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

SUPPLIER OF JANITORIAL SUPPLIES; ASPHALT RESURFACING PRODUCTS; SUPPLIER OF PAINTS, INDUSTRIAL COATINGS, PAINTING SUPPLIES, AND STRIPPING MATERIALS; TRAFFIC SAFETY SYSTEM SUPPLIES; SUPPLIER OF WATER COOLERS AND SIGNAGE SUPPLIES; SUPPLIER OF ARROW BOARD

Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) 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,



Jamie L. Rhee
Chief Procurement Officer

FH

Vendor InformationCLOSE WINDOW  HELP**Vendor Information**

Business Name **Rae Products And Chemicals Corporation**
 Owner **Ms. Donna Gruenberg**
 Address **11638 South Mayfield Avenue**
 > [Map This Address](#) **Alsip, IL 60803-2816**
 Phone **708-396-1984**
 Fax **708-396-2332**
 Email **raeproducts@aol.com**
 Website **<http://raepaint.com>**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **WBE - Women Business Enterprise**
 Certification Date **4/25/2012**
 Renewal/Anniversary Date **4/28/2014**
 Certified Business Description **Supplier of Janitorial Supplies; Asphalt Resurfacing Products; Supplier of Paints, Industrial Coatings, Painting Supplies, and Stripping Materials; Traffic Safety System Supplies; Supplier of Water Coolers and Signage Supplies; Supplier of Arrow Boar**

Commodity Codes

NIGP 01075	Paints, Primers, Sealers, etc. (For Insulation)
NIGP 14545	Paint and Varnish
NIGP 19036	Chemicals, Bulk (Not Otherwise Itemized)
NIGP 31530	Coatings, Protective (For Masonry Including Concrete Floor)
NIGP 34592	Vest, Safety
NIGP 36028	Nonslip Floor Coverings: Mats, Rolls, Strips, etc.
NIGP 40557	Oil, Lubricating: Differential and Gear Lubricant
NIGP 45048	Ladders, Fiberglass, All Types (See Class 340 for Fire Ladders)
NIGP 48514	Cleaner, Hand, Mechanics' Waterless
NIGP 48565	Janitorial Equipment and Supplies (Not Otherwise Classified)
NIGP 48576	Recycled Janitorial Supplies
NIGP 55031	Markers, Traffic, Concrete
NIGP 55078	Traffic Cones, Lane Markers, and Barricades (Portable)
NIGP 55079	Traffic Control Devices, Non-Electric
NIGP 55082	Traffic Counters, Monitors, and Accessories
NIGP 55096	Warning Lights, Flashers, and Flashing Arrow Boards (See Class 285-76)
NIGP 63006	Caulking Compounds, Bulk or Cartridge Type
NIGP 63056	Paint, House and Trim
NIGP 63064	Paint, Spray (Aerosol)

- NIGP 63066 Paints, Traffic
- NIGP 63547 Rollers, Paint Can Holders, Trays and Accessories
- NIGP 76543 Pavement Marking Removal Equipment and Accessories
- NIGP 80154 Sign Painting Supplies (Including Brushes and Inks)
- NIGP 98528 Coolers, Drinking Water, Rental or Lease
- NIGP 99878 Plumbing Equipment and Supplies

Additional Information

Service-Disabled Veteran **Yes**
Business

Customer Support

[Print This Page](#)

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Millie Day

From: RaeDonna L. Thompson <RaeDonna@raeproducts.net>
Sent: Wednesday, April 09, 2014 10:54 AM
To: Millie (millie_preform@sbcglobal.net)
Subject: CERTIFICATION

Good morning, Millie. Below, in red, is what the County states about our Certificate. Hope this helps.



RaeDonna L. Thompson
Office Manager

RAE Products & Chemicals Corp.
11638 South Mayfield Ave
Alsip, IL 60803
P (708) 396-1984
F (708) 396-2332
rthompson@raeproducts.net
www.raepaint.com

From: notice@diversitycompliance.com [mailto:notice@diversitycompliance.com] On Behalf Of Cook County Office of Contract Compliance
Sent: Tuesday, April 08, 2014 3:32 PM
To: Donna Gruenberg
Subject: Cook County: Certification Change Request Approved

Certification Change Request Approved

Your change request has been approved and the certification record(s) updated.

Date Submitted: 11/20/2013
Reviewer's Comments: None provided

Thank you for being proactive about your certification.

If you have any questions please email us at cookcounty@diversitycompliance.com.

Cook County
Office of Contract Compliance
118 N. Clark Street Room 1020
Chicago, Illinois 60602
Telephone: 312.603.5502
Fax: 312.603.6138

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4355 / Virus Database: 3882/7315 - Release Date: 04/08/14

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE

PRESIDENT

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ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
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		ELIZABETH ANN DOODY GORMAN	17th Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

May 16, 2011

Ms. Donna Gruenberg, President
Rae Products and Chemicals Corporation
11638 South Mayfield Avenue
Alsip, IL 60803

Annual Certification Expires: July 19, 2012

Dear Ms. Gruenberg:

Congratulations on your continued eligibility for Certification as a WBE by Cook County Government. This WBE Certification is valid until July 19, 2014; however your firm must be revalidated annually. Your firm's next annual validation is required by July 19, 2012.

As a condition of continued Certification during this three (3) year period, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance, of any change in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commended if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprises and Women Business Enterprises in the area(s) of specialty:

SUPPLIES: COMMERCIAL & INDUSTRIAL PAINTS, JANITORIAL & PLUMBING; PAVEMENT MAINTENANCE & MARKING; ASPHALT RESURFACING PRODUCTS & WATER COOLERS; WATER TREATMENT CHEMICALS

Your participation on County contracts will be credited toward WBE goals only in your area of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall
Contract Compliance Director
LH/ehw



Printed on Recycled Paper

ECONOMIC DISCLOSURE STATEMENT

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: Marking Specialists Corp. ^{MBE} Certifying Agency: CITY OF CHICAGO
 Address: 555 Sundown Rd. Certification Expiration Date: JULY 1, 2018
 City/State: South Elgin, IL Zip: 60177 FEIN #: 36-3215385
 Phone: 847-608-6614 Fax: 847-608-6615 Contact Person: Alfredo Zavala
 Email: markngspec@aol.com Contract #: 1428-13407
 Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?
 No Yes If "Yes", please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:
Incidentals to Line Item Number 1 - 22.

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:
\$79,500.00 4% NET 30

(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.

Alfredo Zavala
 Signature (M/WBE)
Fred Zavala

Print Name
Marking Specialists Corp.

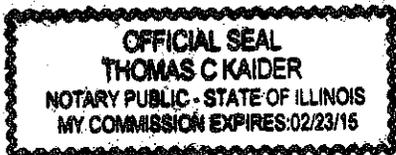
Firm Name
APRIL 8, 2014

Date

Subscribed and sworn before me
 this 8 day of APRIL, 2014

Notary Public Thomas C. Kaider

SEAL



Timothy M. Campion
 Signature (Prime Bidder/Proposer)
Timothy M. Campion

Print Name
Preform Traffic Control Systems, Ltd.

Firm Name
4/8/2014

Date

Subscribed and sworn before me
 this 8 day of April, 2014

Notary Public Millie M. Day

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

JUL 16 2013

Alfredo Zavala
Marking Specialist Corporation.
555 Sundown Road
South Elgin, IL 60177

Dear Mr. Zavala:

We are pleased to inform you that Marking Specialist Corporation, Inc. has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This (MBE) certification is valid until **07/01/2018**; 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.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **07/01/2014, 07/01/2015, 07/01/2016, 07/01/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/01/2018**. 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 **05/01/2018**.

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 **MBE** if you fail to:

GR
x.10.

- 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.

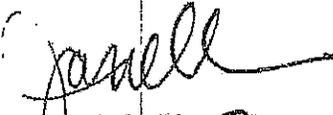
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code – 237310 – Airport Runway Line Painting (e.g., striping)
NAICS Code – 237310 – Highway Line Painting
NAICS Code – 237310 – Painting Lines on Highways, Street & Bridges
NAICS Code – 237310 – Painting Traffic Lanes or Parking Lots
NAICS Code – 237310 – Parking Lot Marking and Line Painting
NAICS Code – 237310 – Traffic Lane Painting

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,


Jamie L. Rhee
Chief Procurement Officer

JLR/jea

Vendor Information



Vendor Information

Business Name **Marking Specialists Corporation**
 Owner **Alfredo Zavala**
 Address **555 Sundown Road**
 > [Map This Address](#) **South Elgin, IL 60177**
 Phone **847-462-0695**
 Fax **847-462-0929**
 Email **rob@markingspecialists.net**

Certification Information

Certifying Agency **City of Chicago**
 Certification Type **MBE - Minority Business Enterprise**
 Certification Date **7/16/2013**
 Renewal/Anniversary Date **7/1/2014**
 Certified Business Description **NAICS 237310 Airport runway line painting (e.g., striping)**
NAICS 237310 Highway line painting
NAICS 237310 Painting lines on highways, streets and bridges
NAICS 237310 Painting traffic lanes or parking lots
NAICS 237310 Parking lot marking and line painting
NAICS 237310 Traffic lane painting

Commodity Codes

NAICS 237310 Airport runway line painting (e.g., striping) ([More](#))
 NAICS 237310 Highway line painting ([More](#))
 NAICS 237310 Painting lines on highways, streets and bridges ([More](#))
 NAICS 237310 Painting traffic lanes or parking lots ([More](#))
 NAICS 237310 Parking lot marking and line painting ([More](#))
 NAICS 237310 Traffic lane painting ([More](#))

Additional Information

Service-Disabled Veteran Business **No**

[Customer Support](#)

[Print This Page](#)

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Illinois Department of Transportation

Office of Business & Workforce Diversity
2300 South Dirksen Parkway / Springfield, Illinois 62764

February 25, 2014

CERTIFIED-RETURN RECEIPT REQUESTED

Mr. Alfredo Zavala
Marking Specialists Corporation
P. O. Box 745
Arlington Heights, IL 60006

Dear Mr. Zavala:

Your Disadvantaged Business Enterprise (DBE) *Continued DBE Eligibility Affidavit* has been received and assigned for review. Your firm remains certified with the Illinois Unified Certification Program (IL UCP) during the certification process. If additional information is required, you will be notified.

If you have any questions or concerns about the review process or the status of your application, please contact this office by mail at the following address or call (217) 782-5490.

Illinois Department of Transportation
Bureau of Small Business Enterprises
Attn: Certification Section
2300 S. Dirksen Parkway, Room 319
Springfield, IL 62764

ATTN: Certification Analyst E. Diane Cook Felton

Sincerely,

A handwritten signature in black ink, appearing to read 'Debra A. Clark', written over a horizontal line.

Debra A. Clark, Manager
Certification Section
Bureau of Small Business Enterprises



Illinois Department of Transportation

MARKING SPECIALISTS CORPORATION

is hereby certified as a

Disadvantaged Business Enterprise

This certificate is valid under current firm ownership and operational control only and supercedes any authorization or listing previously issued.

Milton R. Sees
Secretary

Illinois Department of Transportation

Carol Lyle
Bureau Chief
Small Business Enterprises

Effective the 24th day of FEBRUARY, 2009

ECONOMIC DISCLOSURE STATEMENT

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

**A. BIDDER/PROPOSER HEREBY REQUESTS: BOTH DIRECT AND INDIRECT WBE PARTICIPATION
SEE ATTACHMENT**

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
 - % of Reduction for MBE Participation
 - % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST:

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the Percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged ~~MBEs &~~ WBEs for indirect participation. (Please explain) **SEE ATTACHMENT**

D. OTHER RELEVANT INFORMATION:

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

STRIPING INTERSECTIONS AND CROSSWALKS

SECTION NO. 14-8STIC-35-GM

CONTRACT NO. 1428-13407

**GOOD FAITH EFFORTS FOR THE CONSIDERATION OF
BOTH DIRECT AND INDIRECT WBE PARTICIPATION**

Preform Traffic Control Systems, Ltd. ("Preform") is an established union paint pavement marking contractor. Preform respectfully request that its 14% WBE participation requirement be fulfilled by both direct and indirect participation by RAE Products and Chemicals Corporation ("RAE Products"), a WBE certified distributor of traffic marking paint.

The work contemplated under the subject contract is very specialized and requires a highly trained and skilled work force. The 14% WBE participation requirement under Preform's bid proposal amounts to a minimum of \$278,236 in WBE participation over a two year period. Preform has a collective bargaining agreement with Painters' District Council #14. Under its bargaining agreement, Preform can only enter into subcontract agreements with union contractors. Subcontracting with nonunion contractors is strictly prohibited.

A thorough review of all available resources for potential qualified WBE participants resulted in three possible participants:

*ML Group, LLC, 1507 E. 53rd Street, Chicago, IL 60615, a union pavement markings contractor;

*D2K Traffic & Design, LLC, 475 Weston Ridge Drive, Naperville, Illinois 60563, a new union pavement markings contractor; and

*RAE Products and Chemicals Corporation, 11638 S. Mayfield Ave., Alsip, IL, 60803, a distributor of traffic marking paint.

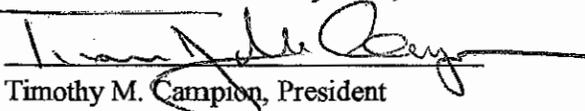
ML Group, LLC, has experience in the type of work to be performed under the subject contract, however it is not available to participate since it has recently been debarred from doing any public work.

D2K Traffic & Design, LLC ("D2K"), is also qualified to perform some of the work contemplated under the subject contract, however its WBE certification application is not final and still under review. In the event D2K's WBE certification application is eventually approved during the term of this contract, Preform would certainly request that its MBE/WBE Utilization Plan be modified and add D2K as an additional WBE participant.

RAE Products' participation in this contract would be limited to the sale of traffic paint to Preform. However, the requirement of traffic paint on this project in terms of dollars is significantly less than the \$278,236 minimum dollar requirement. Therefore, as detailed in its MBE/WBE Utilization Plan, Preform proposes to fulfill its obligation by purchasing all of its traffic paint from RAE Products for this project as well as for other similar projects in a dollar amount which would meet the minimum 14% WBE participation requirement.

For the reasons stated, Preform respectfully requests that its 14% WBE participation requirement be fulfilled by both direct and indirect participation by RAE Products, a WBE certified distributor of traffic marking paint.

Preform Traffic Control Systems, Ltd.


Timothy M. Campion, President

ECONOMIC DISCLOSURE STATEMENT**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).

ECONOMIC DISCLOSURE STATEMENT

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) Sheriffs Work Alternative Program; and
- 5) Department of Correction inmates.

ECONOMIC DISCLOSURE STATEMENT

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 X No _____

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

625 RICHARD LANE

ELK GROVE, ILLINOIS 60007

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

Yes X No _____

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

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

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

ECONOMIC DISCLOSURE STATEMENT

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S):

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) 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:

NOT APPLICABLE

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.

ECONOMIC DISCLOSURE STATEMENT

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: Preform Traffic Control Systems, Ltd. D/B/A: Preform Traffic Control Systems, Ltd. EIN NO.: 36-2353823

Street Address: 625 RICHARD LANE

City: ELK GROVE State: ILLINOIS Zip Code: 60007

Phone No.: 847-718-0041

Form of Legal Entity:

- | | | | |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust | <input type="checkbox"/> Estate | <input type="checkbox"/> Association | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other (describe) _____ | | | |

ECONOMIC DISCLOSURE STATEMENT

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
Timothy M. Campion	905 S. White Willow Bay, Palatine, IL 60007	33-1/3%
Michael J. Carey	10443 S. Bell Avenue, Chicago, IL 60643	33-1/3%
George P. Cahill	5133 N. Natchez Avenue, Chicago, IL 60656	33-1/3%

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
NONE		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

Declaration (check the applicable box):

[X] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor 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.

PREFORM TRAFFIC CONTROL SYSTEMS, LTD.
BY: TIMOTHY M. CAMPION

PRESIDENT

Name of Authorized Applicant/Holder Representative (please print or type) Title

Timothy M. Campion

APRIL 14, 2014

Signature

Date

MILLIE_PREFORM@SBCGLOBAL.NET

847-718-0041

E-mail address

Phone Number

Subscribed to and sworn before me

My commission expires: 05/31/2016

this 14th day of April, 2014

X Millie M. Day

Notary Public Signature



ECONOMIC DISCLOSURE STATEMENT

**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.cookcounty.gov/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.

ECONOMIC DISCLOSURE STATEMENT

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: Timothy M. Campion Title: President
Business Entity Name: Preform Traffic Control Systems, Ltd. Phone: 847-718-0041
Business Entity Address: 625 Richard Lane, Elk Grove, Illinois 60007

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

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

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

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

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

Timothy M. Campion April 14, 2014
Owner/Employee's Signature Date

Subscribe and sworn before me this 14th day of April, 2014

a Notary Public in and for Cook County

Millie M. Day
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires May 31, 2016

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

ECONOMIC DISCLOSURE STATEMENT

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: Michael J. Carey Title: Secretary/Treasurer
Business Entity Name: Preform Traffic Control Systems, Ltd. Phone: 847-718-0041
Business Entity Address: 625 Richard Lane, Elk Grove, Illinois 60007

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

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

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

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

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

[Signature] _____ Date April 14, 2014

Owner/Employee's Signature _____ Date _____
Subscribe and sworn before me this 14th day of April, 2014

a Notary Public in and for Cook County

[Signature] _____
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires May 31, 2016

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

ECONOMIC DISCLOSURE STATEMENT

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: George P. Cahill Title: Director

Business Entity Name: Preform Traffic Control Systems, Ltd. Phone: 847-718-0041

Business Entity Address: 625 Richard Lane, Elk Grove, Illinois 60007

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

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

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

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

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

George P. Cahill _____ April 14, 2014

Owner/Employee's Signature Date

Subscribe and sworn before me this 14th day of April, 2014

a Notary Public in and for Cook County

Millie M. Day _____

(Signature)
NOTARY PUBLIC
SEAL



My Commission expires May 31, 2016

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

ECONOMIC DISCLOSURE STATEMENT

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

My commission expires:

this ____ day of _____, 20____.

X _____

Notary Public Signature

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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

My commission expires:

this _____ day of _____, 20_____

X _____

Notary Public Signature

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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____.

X _____

Notary Public Signature

My commission expires:

Notary Seal

ECONOMIC DISCLOSURE STATEMENT

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 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: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20____

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.

ECONOMIC DISCLOSURE STATEMENT

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 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: _____

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

*BY: _____

DATE: _____

Subscribed to and sworn before me

My commission expires:

this ____ day of _____, 20_____

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.

ECONOMIC DISCLOSURE STATEMENT

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 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: _____

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 Seal

Notary Public Signature

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

ECONOMIC DISCLOSURE STATEMENT

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 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: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn 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.

ECONOMIC DISCLOSURE STATEMENT

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 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: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn 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.

ECONOMIC DISCLOSURE STATEMENT

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 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: _____ *CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn 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.

ECONOMIC DISCLOSURE STATEMENT

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 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: PREFORM TRAFFIC CONTROL SYSTEMS, LTD.

BUSINESS ADDRESS: 625 RICHARD LANE, ELK GROVE, ILLINOIS 60007

BUSINESS TELEPHONE: 847-718-0041 FAX NUMBER: 847-718-0049

CONTACT PERSON: TIMOTHY M. CAMPION

FEIN: 36-2353823 *CORPORATE FILE NUMBER: D-4257-125-3

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: TIMOTHY M. CAMPION VICE PRESIDENT: _____

SECRETARY: MICHAEL J. CAREY TREASURER: MICHAEL J. CAREY

**SIGNATURE OF PRESIDENT: *Timothy M. Campion*

ATTEST: *Michael J. Carey* (CORPORATE SECRETARY)

Subscribed to and sworn before me

My commission expires: May 31, 2016

this 14th day of April, 2014

X *Millie M. Day*
Notary Public Signature



*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.

ECONOMIC DISCLOSURE STATEMENT

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 25 DAY OF June, 2014

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1428-13407

OR

ITEM(S), SECTION(S), PART(S): SECTION NO.: 14-18STIC-35-GM

TOTAL AMOUNT OF CONTRACT: \$ \$1,987,400.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Carly Mokee

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2014

COM _____