

**Bidder:** Preform Traffic Control Systems, Ltd    **Bidder's E-Mail Address:** m.day@preformtraffic.com



**COOK COUNTY GOVERNMENT**  
Office of the Chief Procurement Officer

**CONTRACT FOR SERVICES  
NON-FEDERALLY FUNDED CONTRACT**

**Contract No. 2457-10010, Purchase Order No. 70000359695**

**Pavement Markings Maintenance Countywide 2025-2028  
Section No.: 28-8MARK-01-GM  
FOR  
DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

**QUESTIONS:**

Any questions regarding this Bid should be submitted via Bonfire.

Questions submission deadline: January 31, 2025 at 5:00 p.m. Local Time - Chicago

**BIDS DUE DATE:** February 19, 2025 at 10:00 a.m. Local Time - Chicago

**BIDS MUST BE UPLOADED TO:**

<https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities>

**LATE BIDS WILL NOT BE CONSIDERED**

**BUYER CONTACT INFORMATION:**

Buyer: Kevin Fair

E-Mail: [Kevin.Fair@cookcountyil.gov](mailto:Kevin.Fair@cookcountyil.gov)

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Toni Preckwinkle  
Cook County Board President

Raffi Sarrafian  
Chief Procurement Officer

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INSTRUCTIONS TO BIDDERS**IB-01 DEFINITIONS**

- A. **BIDDER** shall mean any Person who submits a Bid.
- B. **BID COVER PAGE** shall mean the general description of the required services, goods, equipment, or supplies, the contact information of the assigned Contract Negotiator or Specification Engineer in the Office of the Chief Procurement Officer, and shall include the date and time for the submission of Bid Proposals.
- C. **BID or BID PROPOSAL** shall mean a response to the Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- D. **BID DOCUMENTS** means the documents, specifications, forms and other information necessary and required for a Bid.
- E. **BID NOTICE** means the notice from the CPO regarding a Procurement which shall include: a general description of the Procurement; information necessary to obtain the Bid Documents; and the date, time and process for the submission of Bids.
- F. **CONTRACT** shall mean any written document to make Procurements by or on behalf of Cook County.
- G. **CONTRACT DOCUMENTS** shall mean collectively the Bid Cover Page, legal advertisement, Bid Notice, Bid Documents, Bid, Economic Disclosure Statement, MBE/WBE Utilization Plan and any other document required by the Chief Procurement Officer. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- H. **CONTRACTOR** shall mean the Person that enters into a Contract with the County.
- I. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- J. **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 or the Chief Procurement Officer.
- K. **CHIEF PROCUREMENT OFFICER or CPO** shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Cook County Procurement Code, Chapter 34, Article IV, Division I.
- L. **OCPO** shall mean the Office of the Chief Procurement Officer of Cook County.
- M. **PERSON** shall mean any individual, corporation, partnership, Joint Venture, trust association, Limited Liability Company, sole proprietorship or legal entity.
- N. **PROCUREMENT** shall mean obtaining supplies, equipment, goods or services of any kind.
- O. **SPECIFICATIONS** shall mean the description of the services, work, goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.
- P. **USING AGENCY** shall mean the departments or agencies within Cook County government including elected officials.

#### **IB-02 PREPARATION OF EDS AND EXECUTION DOCUMENT**

- A. The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and one (1) Economic Disclosure Statement and Execution Documents ("EDS"), all with original signatures. 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. Bid Proposals and EDS which are not properly signed may be rejected.
- B. If the Bidder is a corporation, the President and Secretary must execute the EDS. In the event that this Bid Proposal is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws, resolution or other authorization by the Corporation, satisfactory to the County that permits the person to execute Bid Proposal for said corporation. If the corporation is not incorporated in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- C. If the Bidder is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority, satisfactory to the County, must be submitted. If the Bidder is a joint venture, attach a copy of the joint venture agreement.
- D. If the Bidder is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Bidder is a manager-managed LLC, the manager(s) must execute the Bid Proposal. The Bidder must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with the EDS.
- E. If the Bidder is a Sole Proprietorship, the sole proprietor must execute the EDS.
- F. A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012) and documentation evidencing registration must be submitted with the EDS.

#### **IB-03 SITE INSPECTION CERTIFICATE**

The Bidder shall inspect the job-site to become familiar with the conditions related to the work or services and the requirements set forth in the Bid Documents. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the work or services as required by the Contract Documents.

When required as mandatory in the Contract Documents, 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 the County. If the Contract Documents provide that inspection of the site is mandatory, a Bidder's failure to attend all of the required site inspections shall render the Bid Proposal non-responsive.

#### **IB-04 BID DEPOSIT**

When required in the Contract Documents, the Bid Proposal shall be accompanied by, 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 Company Inc., Moody's Investor Services, Standard & Poor's Corporation or similar rating agency. The surety must be licensed by the State of Illinois Department of Insurance and be listed in the current U.S. Treasury Circular 570 when federal funds are being used. Failure to submit the bid deposit shall constitute a non-responsive Bid Proposal and such Bid Proposal shall be rejected.

**IB-04 BID DEPOSIT (con't.)**

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-15 and IB-17, 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 apparent lowest responsive and responsible Bidder, after the County has awarded the Contract. The bid deposit of the lowest responsive and responsible Bidder will be returned after the Contract has been awarded and the Bidder has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

**IB-05 EXCEPTIONS AND ADDENDUM**

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the provided Addenda Acknowledgement Form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the bidding period has closed.

All written requests for clarifications, deviations or exceptions shall be submitted via Bonfire and addressed to the Buyer listed on the Bid Cover Page.

If the apparent lowest Bidder takes exceptions or deviations to the General Conditions, which are submitted with the Bid, the CPO shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exceptions or deviations to be material.

**IB-06 BIDDER REPRESENTATIONS AND WARRANTIES**

The submission of a Bid shall constitute a representation and 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 required goods, equipment, supplies or services; (ii) Bidder and all laborers, employees or subcontractors 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.

**IB-07 SUBMISSION OF BID PROPOSALS**

All Bidders shall submit Bids to the OCPO electronically as per the instructions in Exhibit I Instructions for Submitting an Electronic Bid. OCPO will not accept hardcopy Bids. Bidders are instructed not to send Bids via US Mail or any other carrier service.

**IB-08 BID PROPOSALS TO CONFORM TO BID DOCUMENTS**

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

**IB-09 COMPETENCY OF BIDDER**

No Contract shall be 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**

The Chief Procurement Officer shall, for all Procurements funded solely 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, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a “Local Business” hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

**IB-11 RE-ENTRY EMPLOYMENT EARNED CREDITS**

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, “Former Offenders” shall mean adults who are residents of the County and who have been convicted of a crime. “Labor hours” shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. “Labor hours” shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

**IB-12 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT**

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of Contract.

**IB-13 ELIGIBLE BID PREFERENCE FOR VBEs and SDVBEs**

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises (“VBEs”) or Service Disabled Veteran owned Business Enterprises (“SDVBE”) certified by the Contract Compliance Director (“CCD”), or by any other entity approved by the CCD.

**IB-14 ELIGIBLE BID PREFERENCE FOR BUSINESSES OWNED BY PEOPLE WITH DISABILITIES**

In accordance with Section 34-242 (a) of the Cook County Procurement Code, the CPO shall recommend award to the lowest Responsible and Responsive Bidder who is a PDBE, provided that the Bid of such bidder does not exceed the Bid of the lowest Responsible and Responsive Bidder by more than five percent (5%).

#### **IB-15 PUBLIC WORKS**

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) has certified that it participates in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; (vi) contractually requires any subcontractor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; and (vii) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

#### **IB-16 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 Bid and/or to withdraw or cancel the Bid or to issue a new Bid, i.e., "rebid" prior to award of the Contract.

No physical public bid opening shall be held. A preliminary record of all bids received will be posted to the OCPO website and shall be made available immediately after the bids are opened.

After the bidding period has closed, the Bid Proposals 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 Women Owned Business Ordinance.

The Chief Procurement Officer reserves the right to make corrections, after receiving the Bids, to any clerical error apparent on the face of the Bid, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line items reveals a calculation error, the Unit Price will prevail.

The Chief Procurement Officer reserves the right to reject any Bid that, in his or her discretion and authority is deemed materially unbalanced.

#### **IB-17 WITHDRAWAL OF BID PROPOSALS**

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

#### **IB-18 NOTICE OF AWARD**

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-19 BID DISPUTES**

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution on the County's website. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protestor believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), and IB-05, Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that (i) the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

**IB-20 PERFORMANCE AND PAYMENT BOND**

When required in Bid Documents, 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 shall be provided. 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, or have such ratings as specified in the Contract Documents.

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 reject the Bid. 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-21 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, except as otherwise provided in these Contract Documents.

**IB-22 CASH BILLING DISCOUNTS**

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

**IB-23 CATALOGS**

Each Bidder shall submit, 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 goods, equipment, supplies or services.

**IB-24 AUTHORIZED DEALER/DISTRIBUTOR**

For goods, equipment and supplies, the Bidder must be one of the following: (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. With respect to the purchase of vehicles, or services related to vehicles, the Specifications or Special Conditions may require that the Bidder be an authorized dealership of the manufacturer. The Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

#### **IB-25 TRADE NAMES**

In cases where an item is identified by a manufacturer's name, brand 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 alternate but equivalent item, unless the Bidder has proposed and the County has accepted the alternate but equivalent item.

Unless the Bid states that no substitute shall be allowed, the reference to a manufacturer's name, brand name, trade name, catalog number, or reference is intended to be descriptive and not restrictive and to indicate to prospective Bidders articles that shall be satisfactory. Bid Proposals for other manufacturer names, brand names, trade names, catalog numbers or references shall be considered, provided each Bidder states on the face of the Bid Proposal what alternate, but equivalent items are being proposed.

If the Bidder proposes alternate, but equivalent, items, the Bidder must provide the following: (i) product identification, including manufacturer's name and address; (ii) manufacturer's literature identifying the product description, reference standards and performance and test data; (iii) samples, as applicable; and (iv) itemized comparisons of the proposed alternate items listing significant variations. If a Bidder proposes alternate items, it warrants and represents that in making a formal request for substitution that: (i) the proposed alternate item is equivalent to or superior in all respects to the item specified in the Bid; and (ii) that the same warranties and guarantees will be provided for the proposed alternate items as those specified in the Bid. The CPO may, in his or her sole discretion accept an alternate item for a specified item, provided the alternate items so bid is, in the CPO's sole opinion the equivalent of the item specified in the Bid. An alternate item that the CPO determines not to be equivalent to the specified item shall render the bid non-responsive and the CPO shall reject the Bid.

#### **IB-26 SAMPLES**

Bidders may be asked upon request of the Chief Procurement Officer, including subsequent to the Bid Due Date, 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-27 NOTICES**

All communications and notices between the County and Bidders regarding the Bid Documents shall be in writing, sent to the contact person listed on the cover of this bid solicitation via e-mail. Notices to the Bidders shall be addressed to the name and email address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to the Chief Procurement Officer and the contact person listed on the cover of this bid solicitation.

#### **IB-28 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

This is a competitive Bid of Cook County government subject to laws and ordinances governing public bids and 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 Bid Documents are at variance with any laws, ordinances, regulations or codes, it shall promptly notify the Chief Procurement Officer in writing and if necessary an addendum shall be issued by the Chief Procurement Officer.

#### **IB-29 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.

**IB-30 CREDIT CARD PAYMENTS**

The County has implemented a Prompt Payment Program (the "E-Payables Program"). Bidders who voluntarily participate in the Program will receive prompt payments via the County's Visa Purchasing Card. In order to participate in the Program, Bidders must submit the E=Payables Enrollment Form to the Cook County Comptroller's Office. A description of the Program is attached for informational purposes. Notwithstanding the foregoing, the County has no duty or obligation to process prompt payments to Bidders. The County reserves its right to discontinue the Program at any time. The County will not provide a bid incentive or preference to Bidders who participate in the Program.

**IB-31 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE ORDINANCE**

Cook County has adopted the Minority and Women Owned Business Enterprise Ordinance (the "Ordinance"). The Ordinance establishes annual participation goals for Minority and Women Owned Business Enterprises. The requirements of the Ordinance, as well as the documents the Bidder must submit are set forth in GC-19. The Bidder's failure to submit the MBE/WBE Utilization Plan, as more fully described in GC-19 shall render the Bid non-responsive.

**IB-32 COOK COUNTY RECYCLED PRODUCT PROCUREMENT POLICY**

Cook County has adopted the Cook County Recycled Product Procurement Policy. In accordance with the Policy, Cook County encourages the use of recycled paper and paper products, whenever practicable. The Bidder shall use recycled paper, except where the specialized nature of certain materials (such as photographs) requires otherwise, and all documents shall be printed two-sided unless two-sided printing is not practicable.

**IB-33 ESTIMATED QUANTITIES**

Unless expressly stated in the Specifications, Special Conditions, or Proposal page(s) any quantities stated in this Bid represent estimated usage and as such are for bid canvassing purposes only. The County reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as an intent or obligation on the part of the County to purchase any goods, equipment, supplies or services beyond those determined by the County to be necessary to meet its needs.

**IB-34 COALITION OF UNIONIZED PUBLIC EMPLOYEES**

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

**END OF SECTION**

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**GENERAL CONDITIONS  
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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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). All such persons shall be subject to the prior approval of the County. The Contractor will only subcontract with competent and responsible Subcontractors. The Chief Procurement Officer may require in his or her sole discretion, that the Contractor provide copies of all contracts with subcontractors.

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 and approve any Contract goods, equipment, supplies or services used in carrying out this Contract and shall approve the quality and standards of all materials or completed work furnished under this Contract. Contract goods, equipment, supplies or services 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, equipment or supplies 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, equipment or supplies have been rejected.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables (i.e., the goods, equipment, supplies or services) including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

**GC-04 PAYMENT TO CONTRACTORS AND SUBCONTRACTORS (con't.)**

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

**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 goods, equipment, supplies or services 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 goods, equipment, supplies or services not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

**GC-06 TAXES**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. 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-9998-2013-07.

**GC-07 PRICE REDUCTION**

If at any time after the Contract award, Contractor makes a general price reduction in the price of any goods, equipment, supplies or services covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall be applied to this Contract for the term of the Contract. 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 from its financial incentives, discounts, value points or other benefits based on the purchase of the goods, equipment, supplies or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. 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 CONTRACT AMENDMENTS**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to the Contract. Any modifications or amendments to the Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

**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 the Contract within the specified time;
2. Failure to perform under the 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 the Contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of the 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 the 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 the 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 or the Chief Procurement Officer.

**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 related to the performance of the Contract.

**GC-15 INSURANCE REQUIREMENTS****Waiver of Subrogation**

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

**Insurance Requirements of the Contractor**

No later than 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 performance of 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. Contractor shall require all subcontractors to provide the insurance required in this Contract, or Contractor may provide the coverages for the subcontractors. All subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or unless specified otherwise. The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**1. Coverages****(a) Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

- (1) \$1,000,000 each Accident
- (2) \$1,000,000 each Employee
- (3) \$1,000,000 Policy Limit for Disease

**(b) Commercial General Liability Insurance**

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

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

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause.

(c) **Automobile Liability Insurance**

When any vehicles are used in the performance of the Contract, Contractor shall secure Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The limits of liability shall not be less than the following:

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

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

In addition to the coverages and limits specified above, Contractor shall secure and maintain a limit of liability no less than \$1,000,000 each occurrence for all liability.

**2. Additional requirements**(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy and Automobile Liability policy. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

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

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 161 N. Clark St. Suite 2300, Chicago, Illinois 60601 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 officials, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

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

**GC-17 COMPLIANCE WITH LAWS**

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications, Affidavits or EDS 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 in order to perform this Contract.

**GC-18 DELIVERY**

All Contract goods, equipment or supplies 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 delivery locations.

The quantity of Contract goods, equipment or supplies based on weight that are 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 8 SECTION 34-260 to SECTION 34-300****I. POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. 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 annual goals for MBE and WBE participation as outlined below:

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

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for each Contract are stated in the Special Conditions.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

**II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, 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 Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES****COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

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

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the
4. Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which 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 so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
5. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

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

- A. A Contractor, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant 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 and according to the policies and procedures promulgated thereunder.
- B. Where a Person listed 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 Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported 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 allowing the Contractor to award the work to a Person that is not certified as an MBE or WBE.

**V. NON-COMPLIANCE**

If the CCD determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this GC-19, the Contract Compliance Director shall notify the Contractor of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

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

The Contractor shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Contractor shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300 (con't.)**

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to contractor and subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director  
Cook County  
161 N. Clark St. Suite 2300  
Chicago, Illinois 60601  
(312) 603-5502

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure to Employees Act", Illinois Compiled Statutes, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract goods, equipment or supplies a Material Data Safety 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 Illinois Lobbyist Registration Act, 25 ILCS 170. The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-22 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to the performance of 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 of 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 structural integrity.

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  
 161 N. Clark St., Suite 2300  
 Chicago, Illinois 60601  
 (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. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all work products, reviews, recommendations, reports, documents and analyses relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer. The Contractor shall not invoice the County for any goods, equipment, supplies or services provided after the effective date of termination.

**GC-26 GUARANTEES AND WARRANTIES**

Unless otherwise stated herein, all guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final payment on the Contract is issued. The Contractor agrees that the Contract goods, equipment, supplies 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, equipment, supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-27 STANDARD OF CONTRACT GOODS, EQUIPMENT OR SUPPLIES**

Only new, originally manufactured Contract goods, equipment or supplies will be accepted by the County. The County will not accept any Contract goods, equipment or supplies that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract goods, equipment or supplies 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 the Contract. Contractor shall comply with the applicable privacy laws and regulations affecting the County and will not disclose any of County'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 County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

**GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS (con't.)**

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract 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 County's documents while they are in the Contractor's possession, and any such document lost or damaged shall be restored at the expense of the Contractor.

**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 County.

**GC-30 AUDIT; EXAMINATION OF RECORDS**

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

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

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

**GC-31 GOVERNING LAW**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, 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 term or 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, supplies, equipment 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 COMPARABLE GOVERNMENT PROCUREMENT**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to also purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**GC-38 FEDERAL CLAUSES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

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

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

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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.

**GC-38 FEDERAL CLAUSES (con't.)**

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

**3. Federal Interest in Patents**

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

**4. Federal Interest in Data and Copyrights**

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(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.

**GC-38 FEDERAL CLAUSES (con't.)**

- (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 adaptions 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.

**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.

**GC-38 FEDERAL CLAUSES (con't.)****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.
- (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.

**GC-38 FEDERAL CLAUSES (con't.)**

(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.

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:

**GC-38 FEDERAL CLAUSES (con't.)**

- (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.

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.

**GC-38 FEDERAL CLAUSES (con't.)**

(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.

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.

**GC-38 FEDERAL CLAUSES (con't.)****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**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24,

**GC-38 FEDERAL CLAUSES (con't.)**

1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

19. Copeland "Anti-Kickback" Act (40 U.S.C. 3145)

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 (40 U.S.C. 3145), 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. 3141-3148)

**GC-38 FEDERAL CLAUSES (con't.)**

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. 3141-3148) 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.

21. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 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 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are 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 \$150,000 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.

26. Prohibition on Certain Telecommunications and Surveillance Equipment

Recipients and subrecipients are prohibited from using loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232, section 889](#), covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities), or by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**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. Special Conditions
3. Specification.
4. General Conditions.
5. Instruction to Bidders.
6. Legal Advertisement.
7. Bid Proposal.

**END OF SECTION**

SPECIAL CONDITIONS

**SC-01            SCOPE**

The Bidder shall furnish Pavement Markings Maintenance for the Department of Transportation and Highways, all in accordance with the Contract Documents, Specifications and Proposal herein.

**SC-02            CONTRACT PERIOD**

The contract is effective for the period of June 1, 2025 through May 31, 2028, with no renewal options effective after award by the CPO or Board of Commissioners and after proper execution of the Contract Documents.

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

**SC-03            AWARD OF CONTRACT**

The Contract shall be awarded to the lowest, responsible and responsive Bidder whose bid meets the requirements and criteria set forth in the Bid Documents. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Bid Documents. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared non-responsive and rejected. 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 12.5% MBE and 10% 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 Bid. 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 be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE Bidders may count their own participation, however, a woman owned 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 – Not Applicable**

**SC-07 INQUIRIES**

Any written request for interpretation of documents shall be submitted via  
<https://cookcountyl.bonfirehub.com/portal/?tab=openOpportunities>

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions and Addendum", Page IB-3).

**Inquiries must be received no later than 5:00 p.m. Local Time - Chicago on January 31, 2025.**

**Inquiries may be answered by the close of business on February 5, 2025.**

During the bid period, all inquiries must be submitted via the link provided above.

**SC-08 BIDDER ACKNOWLEDGEMENT**

By submitting their bid, the Bidder acknowledges that it has carefully examined all pages and documents contained within this solicitation, and that they have familiarized themselves with all terms and conditions therein. Further, the Bidder understands that by submitting their bid they waive all rights to plead any misunderstanding regarding said terms and conditions.

The Bidder also acknowledges all fees and charges necessary to provide the goods and/or services, including but not limited to shipping and delivery must be included in the Unit Price. Items will be ordered in various quantities on an "As Needed" basis.

Bidder further acknowledges they are to provide specific line-item pricing and extended pricing for this solicitation in the bid table located in Bonfire.

**SC-09 BID PRICES MUST INCORPORATE ALL COSTS**

Bid/Unit Prices must incorporate any and all costs, including but not limited to the costs of the goods/services, delivery/transportation charges, training, equipment, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc that are required to provide the goods and/or services discussed in this solicitation

**SC-10 PRICE ADJUSTMENT**

A maximum 3% annual increase may be allowed after the initial 12 month period. The Contractor must justify its request for an increase by submitting detailed price data and supporting documentation to verify the validity of price increase. The Contractor must also furnish a written statement which states that the increase represents the cost of the product and in no way includes an increase for profits or overhead. The Chief Procurement Officer may require additional information to verify the price increase.

The request for price increase must be submitted within 30 days of the twelve (12) month anniversary of the Contract start date. If the price increase request is not submitted within this timeframe, the Contractor will not be entitled to a price adjustment for the upcoming year.

**SC-11 NOTIFICATION**

Do not begin performance on the Contract until notified by the Using Agency

SPECIFICATIONS

**DESCRIPTION OF WORK**

This Pavement Markings Countywide contract is for the installation and maintenance of existing as well as new pavement markings and reflective pavement markers as well as eradication of existing pavement markings located along various roads on the Cook County Highway System. The Contractor, for specified unit prices listed under the schedule of prices shall:

- A. Install pavement markings
- B. Eradicate existing pavement markings
- C. Furnish and install reflective pavement markers
- D. Furnish and install replacement reflectors
- E. Implement centerline and edge-line rumble strips

All work shall be documented.

**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. A list of roadway locations will be furnished to the Contractor, including a description of the pavement markings to be installed. The portion of work to be performed under this contract shall be as directed by the Engineer.

Weather permitting, all pavement marking work (centerline, lane line, edge line, median, crosswalk, stop bars, diagonal markings, letters and symbols) shall be completed on any given segment of road within ten (10) consecutive workdays from date of instruction from the Engineer. On rare occasion, the Engineer may request that the pavement markings on any given segment of road be completed within three (3) consecutive workdays from date of instruction from the Engineer. The Contractor, when instructed, shall perform all required pavement markings on newly constructed roadways within four (4) consecutive workdays 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.

**LOCATION OF WORK**

The Cook County Department of Transportation and Highways maintains approximately 500 centerline miles of roadway throughout the County of Cook, which is broken up into four (4) maintenance districts. A list of roadway locations will be furnished to the Contractor, including a description of the pavement markings to be installed. The portion of work to be performed under this contract shall be as directed by the Engineer.

**DAMAGE TO EXISTING APPURTENANCES**

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

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

**GENERAL SPECIFICATIONS AND LIABILITY****A. GENERAL**

The latest editions of the following, along with subsequent revisions/supplements to each, shall apply: *Standard Specifications for Road and Bridge Construction*, IDOT *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* 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 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 reflective pavement markers and 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 the 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 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 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 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 paint and glass beads in the pavement marking materials, 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.

Additionally, for striping/reflector work within railroad right-of-way, the Contractor shall coordinate with the railroad and provide railroad flaggers as necessary as described in Article 107.12 in IDOT's *Standard Specifications for Road and Bridge Construction*. These costs shall be considered as included in the contract unit prices bid for the various items of work involved.

**B. 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 15 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 email 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 created and 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 the end of every week. The spreadsheet database shall also serve as an inventory for the County for quantities per roadway segment/intersection. The specific Microsoft Excel spreadsheet format will be discussed at the pre-construction meeting.
4. Lists of roadways 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 "Roadway Lists 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.
5. 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.
6. All work will be inspected prior to payment, and any work found non-conforming shall be corrected immediately at the Contractor's expense.
7. If the Contractor must cease work on this contract for any reason for a period greater than five (5) days, the Engineer shall be notified in writing at least 24 hours in advance.
8. 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.
9. The Contractor shall provide the County with a quality control plan to verify quality and quantity of materials used, prior to the pre-construction meeting. 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 meeting.

**C. INSPECTION OF WORK**

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 ensure conformance with the specifications.

**D. TRAFFIC CONTROL AND PROTECTION**

The Contractor shall pursue this 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 workmen 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.

Additionally, for striping/reflector work within railroad right-of-way, the Contractor shall coordinate with the railroad and provide railroad flaggers as necessary as described in Article 107.12 in IDOT's *Standard Specifications for Road and Bridge Construction*. These costs shall be considered as included in the contract unit prices bid for the various items of work involved.

**E. QUALITY CONTROL**

The Contractor shall provide the County with a quality control plan to verify quality and quantity of materials used, prior to the pre-construction meeting. 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 meeting.

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.

**F. REIMBURSEMENT FROM THIRD PARTY FOR REPAIR 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.

**G. MARKING REQUIREMENTS**

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

- A. The County's skip-dash pattern for lane lines is 10' white dash followed by 30' skip.
- B. The County's skip dash pattern for center lines on two-lane roadways is 10' yellow dash followed by 30' skip.
- C. The Cook County Highway Department's skip-dash pattern for turn bays is 2' white dash followed by 6' skip.
- D. The 8" edge line on curves and along lane reductions shall be paid for as two 4" lines.
- E. All crosswalks on main roadways shall be Type II or Type III, as directed by the Engineer.
- F. Letters and symbols markings shall be applied only by using proper specified templates.
- G. A second coat of paint may be ordered by the Engineer for some locations.

**ITEM NO. 1-6: PAINT PAVEMENT MARKING****Description**

This work shall consist of furnishing and installation reflectorized yellow centerlines, 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 markings. 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.

**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*. Glass beads shall be installed and shall conform to Article 1095.02(f) and Article 1095.07 (Type B) of the *Standard Specifications for Road and Bridge Construction*.

**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 including 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 crossing located either at mid-block or at intersections. The design shall consist of alternating 12-inch wide by 6-foot-long (or longer as specified by the Engineer) white bars and 24-inch-wide spaces. The 6-foot dimension of the bars shall be aligned parallel with the movement of vehicular traffic. Each bar shall be of uniform length and have nearly squared ends touching an imaginary straight line that is parallel with the desired direction of the pedestrian movement crossing the pavement. 6-inch parallel lines shall not be placed with the Type 2 Crosswalk regardless of any existing pattern. In the event an existing Type 2 crosswalk with a different pattern than what is detailed above (e.g., 24-inch white bars with 24-inch spaces) is faded and needs to be refreshed, the Contractor shall refresh the crosswalk utilizing the existing pattern and dimensions unless directed otherwise by the Engineer. In that instance, the work is to be billed as 24-inch line. 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 the attached standards or neatly finished to the satisfaction of the Engineer.

Installation requirements for glass beads shall conform to Article 1095.02(f) and Article 1095.07 (Type B) of the *Standard Specifications for Road and Bridge Construction*.

Method of Measurement

The lines will be measured for payment in lineal feet of paint pavement marking applied and accepted, measured in place. Double yellow lines will be measured as two separate lines. Lane reduction lines ( 8 inch) will be paid for as two 4-inch lines. Words and symbols applied conforming to the sized 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. The price of pavement marking material shall include the provision of glass beads so as to conform to Article 1095.02(f) and Article 1095.07 (Type B) of the *Standard Specifications for Road and Bridge Construction*.

Basis of Payment

This work shall be paid for at the contract unit price per linear foot of applied line width for PAINT PAVEMENT MARKING - LINE 4, 6, 12, OR 24 INCH, 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. The price of pavement marking material shall include the provision of glass beads so as to conform to Article 1095.02(f) and Article 1095.07 (Type B) of the *Standard Specifications for Road and Bridge Construction*.

**ITEM NO. 7: RECESSED REFLECTIVE PAVEMENT MARKER (HMA)****Description**

This work shall consist of installing reflective pavement markers in a recessed groove on hot-mix asphalt (HMA) pavement surfaces. A pavement marker consists of a reflector housing ("housing") and a prismatic reflector ("reflector"). Recessed reflective pavement markers shall not be placed in Portland cement concrete pavement or placed on bridges or bridge approach slabs.

**Materials**

Materials shall conform to Article 1096.01 of the *Standard Specifications for Road and Bridge Construction* with the following exceptions:

**Replace paragraph 1096.01(a) with the following:**

(a) The housing shall be made of polycarbonate plastic and be compatible with prismatic reflectors listed on the Illinois Department of Transportation approved/qualified product list of snowplowable raised pavement markers. The housing shall have detachable leveling tabs that ensure the housing and reflector sit below the pavement surface.

**Replace paragraph 1096.01(b) with the following:**

(b) The housing shall be approximately 5.0 inches wide, 3.0 inches long, and 0.70 inches high. The surface of the housing shall be free of scale, dirt, rust, oil, grease, or any other contaminant which may reduce bond.

**Construction Requirements**

Spacing and orientation of the pavement marker shall be as shown on the plans or as directed by the Engineer.

The pavement surface temperature and the ambient air temperature shall be at or above 50 °F (10 °C) at the time of application of the prismatic reflector.

A recessed groove shall be cut in the pavement 5.25 inches wide, 1.0 inches deep on a 15.5-inch diameter. An additional 3.5-foot-long grind taper shall start from 0 inches (normal pavement) to 0.35 inches depth (full-recessed) on either end of the groove. For monodirectional marker installations heading uphill, the uphill grind taper may be omitted.

The recessed area shall be cleaned free of all loose material, and dry before the placement of the housing. All excess material resulting from the construction of the recessed area shall be completely removed from the surface of the roadway by means of vacuum sweeper truck. The housing shall be cemented with epoxy in the center of the 1.0-inch-deep recessed groove. The epoxy used shall meet the requirements of AASHTO M 237 specification for epoxy adhesive.

The Contractor shall make certain the housing surface is dry and free of dirt and debris prior to placing the reflector in the housing. The reflector shall be laminated to an elastomeric pad and adhesively attached to the housing. The protective paper or plastic film covering the adhesive pad shall be removed immediately prior to placing the reflector on the housing. Once the film covering is removed, extreme care shall be taken to avoid contamination of the exposed pad surface. An adhesive meeting the marker manufacturer's specifications shall be used. The adhesive shall be placed either on the reflector or on the housing in sufficient quantity so as to ensure complete coverage of the contact area with no voids present and with a

slight excess after the reflector is pressed in place. Adhesive material shall not be permitted on the reflective surface of the prismatic reflector.

Replacement Recessed Pavement Marker Housing (HMA): The recessed area shall be cleaned free of all loose material and old epoxy, and dry before the placement of the replacement housing in the existing groove. All excess material resulting from the removal of the old epoxy shall be completely removed from the surface of the roadway by means of vacuum sweeper truck. The housing shall be cemented with epoxy in the center of the 1.0-inch-deep recessed groove. The epoxy used shall meet the requirements of AASHTO M 237 specification for epoxy adhesive.

#### Inspection

A straight edge shall be placed across the recess to check that both the housing and reflector are below the pavement surface. Inspection and acceptance shall conform to Article 781.04 of the *Standard Specifications for Road and Bridge Construction* except as follows: all references of "raised reflective pavement marker" shall be replaced with "recessed reflective pavement marker".

#### Basis of Payment

This work shall be paid for at the contract unit price per each for RECESSED REFLECTIVE PAVEMENT MARKER (HMA). If the existing groove cannot be reused as is for a housing replacement, and the groove needs to be re-cut or a new groove is needed, payment shall be paid for using the unit price of RECESSED REFLECTIVE PAVEMENT MARKER (HMA).

**ITEM NO. 8: LIGHTWEIGHT RAISED REFLECTIVE PAVEMENT MARKER (PCC)****Description**

This work shall consist of installing lightweight reflective pavement markers on Portland cement concrete (PCC) pavement surfaces. A pavement marker consists of a reflector housing ("housing") and a prismatic reflector ("reflector"). Lightweight raised reflective pavement markers shall not be placed in HMA pavement surfaces or placed on bridges or bridge approach slabs.

**Materials**

Materials shall conform to Article 1096.01 of the *Standard Specifications for Road and Bridge Construction* with the following exceptions:

**Replace paragraph 1096.01(a) with following:**

(a) The markers shall be low-profile units consisting of lightweight, high-impact polymeric plastic housing to which is attached a replaceable prismatic retroreflector for reflecting light from one or two directions as specified. The housing shall have steel rub rails molded into the top side, and be shaped to deflect a snowplow blade upward, and thus preventing damage to the reflectors. The bottom of the housing shall incorporate two parallel keels and a bow-shaped web designed to fit into a grooved road surface. The housing shall have leveling tabs to ensure proper embedment and shall be fastened to the road surface using an epoxy adhesive. The epoxy used shall meet the requirements of AASHTO M 237 specification for epoxy adhesive. The housing shall be designed for bidirectional plowing. The housing shall be marked with the manufacturer's name and the model number of the marker shall be visible after.

**Replace paragraph 1096.01(b) with the following:**

(b) The housing shall be approximately 9.37 inches long, 5.75 inches wide, and 1.87 inches high. The surface of the keel and web shall be free of scale, dirt, rust, oil, grease, or any other contaminant which may reduce bond.

**Construction Requirements**

The installation of lightweight raised reflective pavement markers shall meet the requirements of Article 781.03 of the *Standard Specifications for Road and Bridge Construction* with the following exceptions:

**Add the following to 781.03(a):**

Sufficient weight shall be placed on top of the holder to ensure all leveling tabs contact the pavement for the duration of the epoxy curing time.

To ensure proper installation of the new raised reflective pavement markers, the markers shall be located fore or aft of any existing casting or holder location and on the existing alignment, or as directed by the Engineer.

**Replace paragraph 781.03(c) with the following:**

The Contractor shall make certain the housing surface is dry and free of dirt and debris prior to placing the reflector in the housing. The reflector shall be laminated to an elastomeric pad and adhesively attached to the housing. The protective paper or plastic film covering the adhesive pad shall be removed immediately prior to placing the reflector on the housing. Once the film covering is removed, extreme care shall be taken to avoid contamination of the exposed pad surface. An adhesive meeting the marker manufacturer's specifications shall be used. The adhesive shall be placed either on the reflector or on the housing in sufficient quantity so as to ensure complete coverage of the contact area with no voids

present and with a slight excess after the reflector is pressed in place. Adhesive material shall not be permitted on the reflective surface of the prismatic reflector.

- i. Replacement Lightweight Raised Pavement Marker Housing (PCC): Surrounding pavement surface shall be free of cracking, spalling, or other defects. The recessed area shall be cleaned free of all loose material and old epoxy, and dry before the placement of the replacement housing in the existing cut. All excess material resulting from the removal of the old epoxy shall be completely removed from the surface of the roadway by means of vacuum sweeper truck. The epoxy used shall meet the requirements of AASHTO M 237 specification for epoxy adhesive.

#### Inspection

Inspection and acceptance for lightweight raised reflective pavement markers shall conform to Article 781.04 of the *Standard Specifications for Road and Bridge Construction*.

#### Basis of Payment

This work will be paid for at the contract unit price per each for LIGHTWEIGHT RAISED REFLECTIVE PAVEMENT MARKER (PCC). If the existing cut cannot be reused as is for a housing replacement, and the cut needs to be modified or if a new cut is needed, payment shall be paid for using the unit price of LIGHTWEIGHT RAISED REFLECTIVE PAVEMENT MARKER (PCC).

**ITEM NO. 9: REPLACEMENT REFLECTOR****Description**

In the instance where a reflective pavement marker's casting or housing remains on a lightweight raised reflective pavement marker or a recessed reflective pavement marker but the prismatic reflector lens has been damaged or is missing, this item shall consist of replacing the prismatic reflector lens, REPLACEMENT REFLECTOR, as specified in Section 781 of the *Standard Specifications for Road and Bridge Construction*, to be used at locations as directed by the Engineer. To clarify, if a prismatic reflector lens is damaged or missing on a raised steel or cast iron pavement marker, the entire unit shall be replaced using the LIGHTWEIGHT RAISED REFLECTIVE PAVEMENT MARKER (PCC) or RECESSED REFLECTIVE PAVEMENT MARKER (HMA) pay items based on the corresponding pavement surface.

**Materials**

Materials shall be as specified in Article 1096.01 of the *Standard Specifications for Road and Bridge Construction*.

**Installation Requirements**

Work shall be in as specified in Article 781.03(c) of the *Standard Specifications for Road and Bridge Construction*.

**Method of Measurement**

This work shall be measured for payment in place in the units of each. Each of the reflector configurations (mono-directional and bi-directional) will be considered as one each.

**Basis of Payment**

This work will be paid for at the contract unit price per each for REPLACEMENT REFLECTOR.

**ITEM NO. 10: PAVEMENT MARKING REMOVAL****Description**

This work shall consist of eradication of existing painted, thermoplastic, modified urethane, polyurea or preformed plastic pavement markings by hydro-blasting and/or by grinding. The eradication method to be determined by the Engineer.

**Equipment**

All equipment shall be approved by the Engineer prior to use and shall conform to Article 783.02 of the *Standard Specifications for Road and Bridge Construction* and IDOT Special Provision dated effective July 1, 2016.

**Eradication Requirements**

Eradication requirements shall be approved by the Engineer prior to use and shall conform to Article 783.03 of the *Standard Specifications for Road and Bridge Construction* and IDOT Special Provision dated effective July 1, 2016.

**Cleaning**

Cleaning requirements shall be approved by the Engineer prior to use and shall conform to Article 783.04 of the *Standard Specifications for Road and Bridge Construction* and IDOT Special Provision dated effective July 1, 2016.

**Method of Measurement**

The work will be measured to conform with Article 783.05 of the *Standard Specifications for Road and Bridge Construction* and IDOT Special Provision dated effective July 1, 2016. Typical areas for pavement marking removal can be found in Tables 1-3.

**Basis of Payment**

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

**ITEM NO. 11: RUMBLE STRIPS****Description**

This work shall consist of constructing rumble strips in shoulders and roadway centers.

**Equipment**

The equipment shall be a self-propelled milling machine with a rotary-type cutting head(s). The cutting head(s) shall be suspended from the machine such that it can align itself with the slope of the shoulder and any irregularities in the shoulder surface. The teeth of the cutting head(s) shall be arranged to provide a smooth cut, with no more than a 1/8 inch (3 mm) difference between peaks and valleys. Prior to commencement of the work, the Contractor shall demonstrate the ability of the equipment to achieve the desired results without damaging the roadway and/or shoulder.

**Installation Requirements**

The cut shall be made using a 12-inch radial cutting head. The cut portions of the rumble strip shall have the following dimensions: 8 inches W x 7 inches L x 7/16 inches D where W is perpendicular to the direction of travel, L is parallel to the direction of travel, and D is the depth, which is measured to the bottom of the radial groove. There shall be 12 inches from the start on one cut portion to beginning of the next cut portion longitudinally along the roadway (i.e., 7-inch cut (L) followed by 5-inch uncut surface). Guides shall be used to ensure consistent alignment, spacing, and depth. Positioning and location of rumble strips relative to roadway characteristics shall be as follows:

- i. Shoulder rumble strips on roadways with shoulders 3 feet or greater:* left edge of rumble strip shall begin 1 foot away from the edge of pavement into the shoulder.
- ii. Shoulder rumble strips on roadways with shoulders less than 3 feet:* right edge of rumble strip shall begin 2 inches inwards (towards centerline of roadway) from the edge of pavement. Installing or re-installing edge line pavement markings over the shoulder rumble strip shall be paid separately.
- iii. Centerline rumble strips:* rumble strips shall be centered between centerline pavement markings. Installing or re-installing pavement markings over the centerline rumble strip shall be paid separately.

Rumble strips shall be omitted within the limits of structures, bridge decks, approach pavements, entrances, side roads, turn lanes, entrance ramps, and exit ramps. Cuttings resulting from this operation shall be disposed of according to Article 202.03 of the IDOT SSRBC and the shoulders shall be swept clean.

**Method of Measurement**

This work will be measured for payment in feet along the edge of pavement. Measurement will include both the cut and uncut sections of the shoulder rumble strips with exceptions for structures, bridge decks, approach pavements, entrances, side roads, turn lanes, entrance ramps, exit ramps, and other sections where rumble strips have been omitted.

**Basis of Payment**

This work will be paid for at the contract unit price per linear foot for RUMBLE STRIPS.

**ITEM NO. 12: METHYL METHACRYLATE PAVEMENT COLORIZATION****Description**

The work will include the application of Methyl Methacrylate (MMA) Acrylic high friction colorized surface for a variety of uses including but not limited to: Bike Lanes, Bus Lanes, Pedestrian Areas, and ADA Parking. The colorized surfaces shall be applied according to the manufacturer's specifications and as amended in these specifications.

**Materials:**

The MMA acrylic pavement marking material must be Methyl Methacrylate Acrylic material with a pigment specified by CCDOTH and include anti-skid abilities as described below. Color pigmented resins shall comply with FHWA color guidelines.

1. *Pigmented Resin.*
  - a. Color pigmented resins shall comply with FHWA color guidelines.
2. *Anti-Skid Aggregate.*
  - a. For all designated bike lanes and pedestrian areas, a durable aggregate with a minimum hardness of 7.0 per Mohs Hardness Scale must be used and incorporated into the pigmented MMA acrylic resin.
  - b. For all designated bus lanes and ADA parking spaces, calcined bauxite with minimum hardness of 8.5 per Mohs Hardness Scale must be used and incorporated into the pigmented MMA acrylic resin.
  - c. For other use cases, CCDOTH will coordinate with the vendor on the desired hardness to be incorporated into the pigmented MMA acrylic resin.

**Submittals:**

- a. Product Data describing physical and performance characteristics and colors available
- b. Material Certification: Provide a Manufacturer's written certification that the material complies with these specifications.
- c. Samples: Submit manufacturer's sample of materials, finishes, and colors
- d. Quality Control Plan
  - Description of equipment for placing MMA
  - Description of equipment for measuring, mixing, placing, and finishing MMA
  - Method for protecting areas not to receive MMA
  - Cure time estimates for MMA
  - Storage and handling of MMA components
  - Disposal of excess MMA and containers
  - Contingency plan for possible failure during the MMA application including remediation

**Construction Requirements**

Construction of pavement markings shall be in accordance with manufacturer application and installation procedures, Standard Specifications for Construction, and Engineer.

All pavement marking areas shall be laid out by the contractor and then reviewed by the Engineer. Approval of the marking layout shall be approved by the Engineer prior to placement of material.

Surface preparation shall include cleaning and preparation of the pavement surface using high pressure water. Both asphalt and concrete surfaces shall be prepared and approved by the material manufacturer and the engineer.

All surface damage shall be corrected by the Contractor at the Contractor's expense, as directed by the Engineer. Manufacturer recommended pavement and air temperatures must be followed.

New Hot Mix Asphalt shall have been placed 15-30 days prior to installation of the MMA acrylic colorized material and surface oils shall not be present. MMA acrylic colorized material applied on concrete surfaces shall receive a base coat application and shall be included in the pay item. Marking layout, material mixing, base coat application, and pigmented coat application shall comply with the manufacturer's installation procedures.

The Contractor shall protect the pavement markings from damage and allow them to fully cure prior to allowing traffic to drive over markings. Any damage shall be corrected by the Contractor at the Contractor's expense.

**Method of Measurement**

The quantity to be paid will be the area in square feet of METHYL METHACRYLATE PAVEMENT COLORIZATION of the color specified, measured in place, completed and accepted.

**Basis of Payment**

This work will be paid for at the Contract Unit Price per square feet for METHYL METHACRYLATE PAVEMENT COLORIZATION of the color specified, which price will include all material, labor, equipment, and surface preparation needed for the installation.

**ITEM NO. 13: CONTRACT EXTRA WORK****Description**

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

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

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

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

**Measurement**

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

**Basis of Payment**

Payment for this work will be made as specified in Article 109.04 of the *Standard Specifications for Road and Bridge Construction* and paid as CONTRACT EXTRA WORK in accordance with the requirements set forth in the above requirements.

**\*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)

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

**\*TABLE 2: 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)

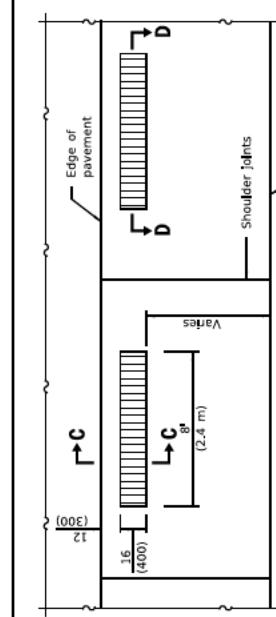
Size	6	7	8	9	0
6 ft (1.8 m)	3.5 (0.33)	2.2 (0.20)	3.8 (0.35)	3.5 (0.33)	3.4 (0.31)
8 ft (2.4 m)	6.2 (0.58)	3.8 (0.35)	6.7 (0.62)	6.2 (0.58)	6.0 (0.56)

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

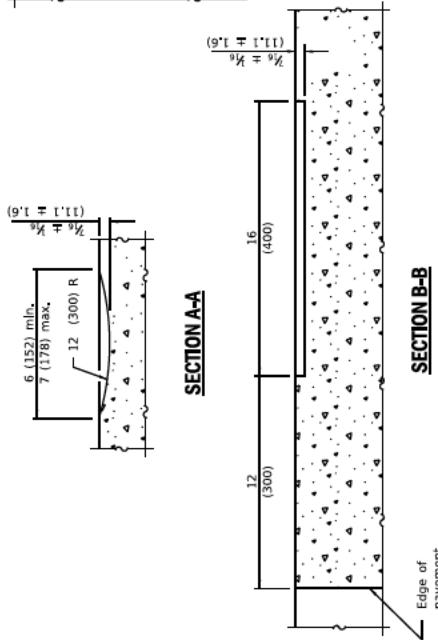
**\*TABLE 3: SYMBOLS**  
sq ft (sq m)

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
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 Through	26.0 (2.42)	14.7 (1.37)
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 m)	54.0 (5.02)	--
International Symbol of Accessibility	3.1 (0.29)	--
Bike Symbol	4.7 (0.44)	--
Shared Lane Symbol	8.0 (0.74)	

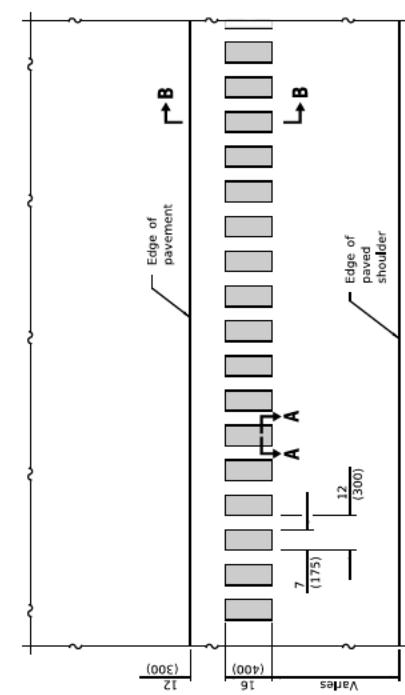
\*Table applies to all types of pavement marking materials.



**PLAN**  
(Formed Alternately for PCC Shoulder Joints)  
Center rumblestrips between the shoulder joints.

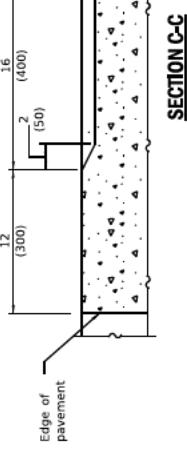


**SECTION A-A**

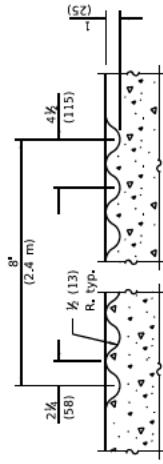


**SECTION B-B**

**PLAN**



**SECTION C-C**



**SECTION D-D**

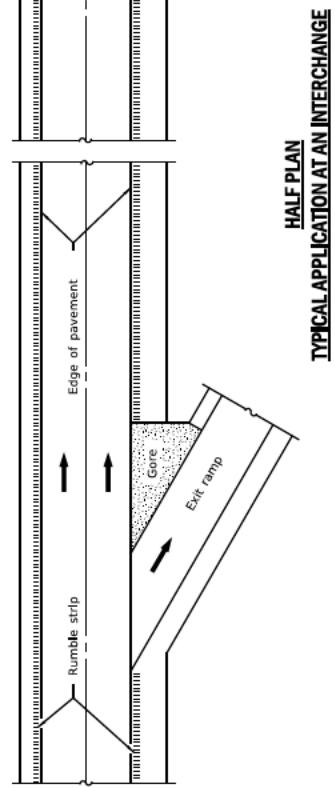
**GENERAL NOTES**  
On Portland cement concrete shoulders, no shoulder rumble strip shall be located closer than 6 (150) to a transverse joint.  
Omit shoulder rumble strips across structures, unless otherwise shown.

All dimensions are in inches (millimeters)

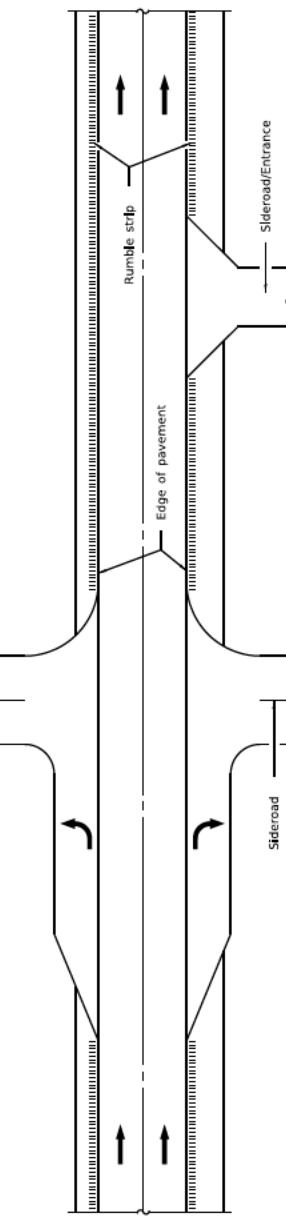
## SHOULDER RUMBLE STRIPS, 16 in.

STANDARD 642001-03

DATE	REVISIONS
1-1-22	Revised location of rumble strips relative to the shoulder joints
	In Plan View.
1-1-12	Changed formed rumble strip to 16 (400) wide, Rev'd milled strip. Renamed standard.

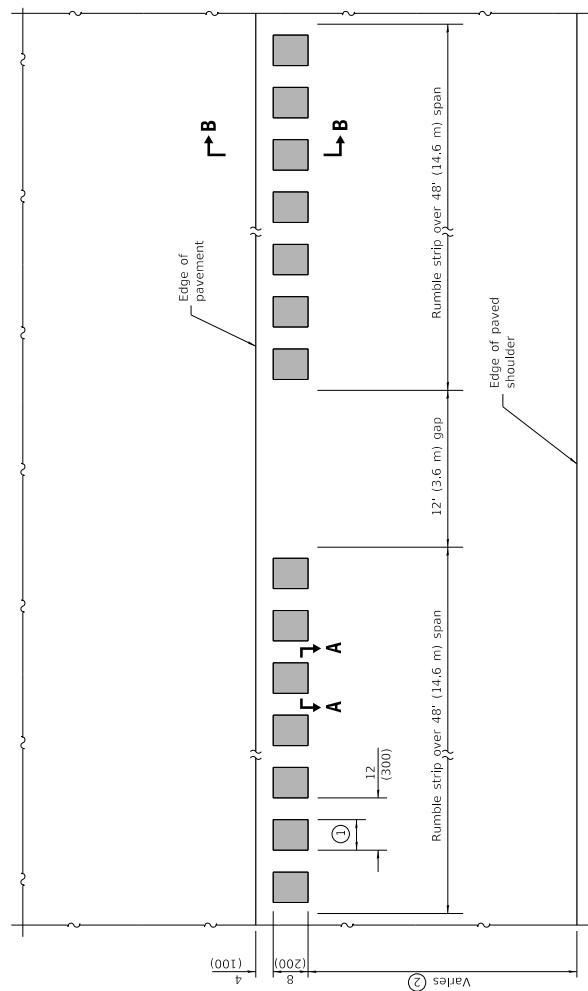


**HALF PLAN**  
**TYPICAL APPLICATION AT AN INTERCHANGE**



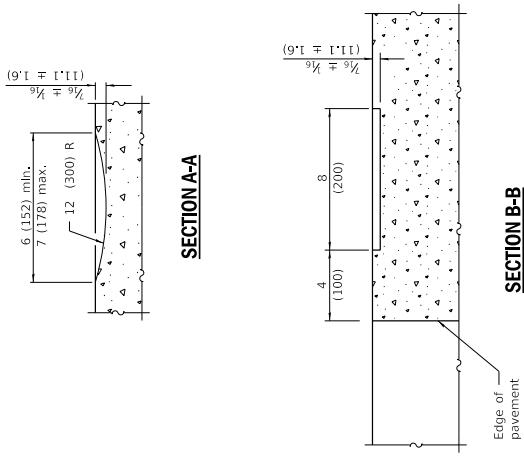
**HALF PLAN**  
**TYPICAL APPLICATION AT AN INTERSECTION OR ENTRANCE**

Illinois Department of Transportation	ISSUED
Michael J. Keegan	1-1-03
ENGINEER OF POLICY AND PROCEDURES	
APPROVED	
January 1, 2022	
Engineering, Design and Environment	



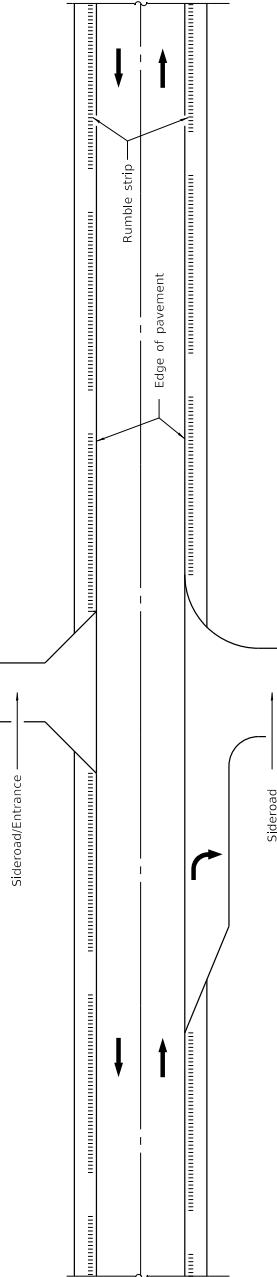
### PLAN

① See Section A-A.  
 ② 4' (1.2 m) preferred, 3' (900) minimum where the paved shoulder is considered a bicycle accommodation.



### SECTION B-B

Edge of pavement



### GENERAL NOTES

Omit shoulder rumble strips across structures and at mailbox turnouts.

All dimensions are in inches (millimeters) unless otherwise shown.

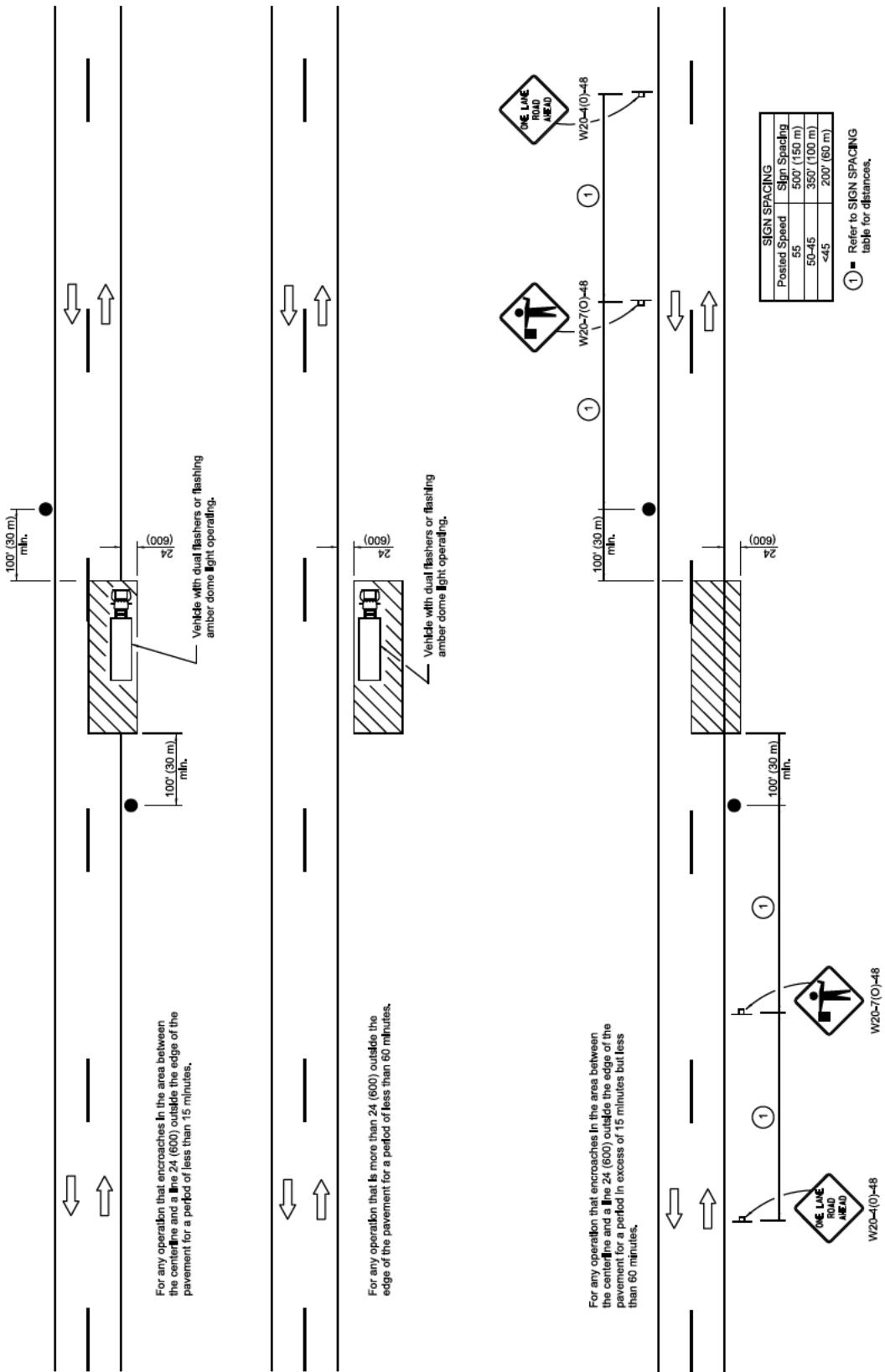
### TYPICAL APPLICATION AT AN INTERSECTION OR ENTRANCE

ILLINOIS DEPARTMENT OF TRANSPORTATION	ISSUED	1-1-12
JOHN B. STROUD, JR.	2021	ENGINEER OF POLICY AND PROCEDURES
APPROVED	2021	1-1-12
SARAH M. HARRIS	2021	ENGINEER OF DESIGN AND ENVIRONMENT

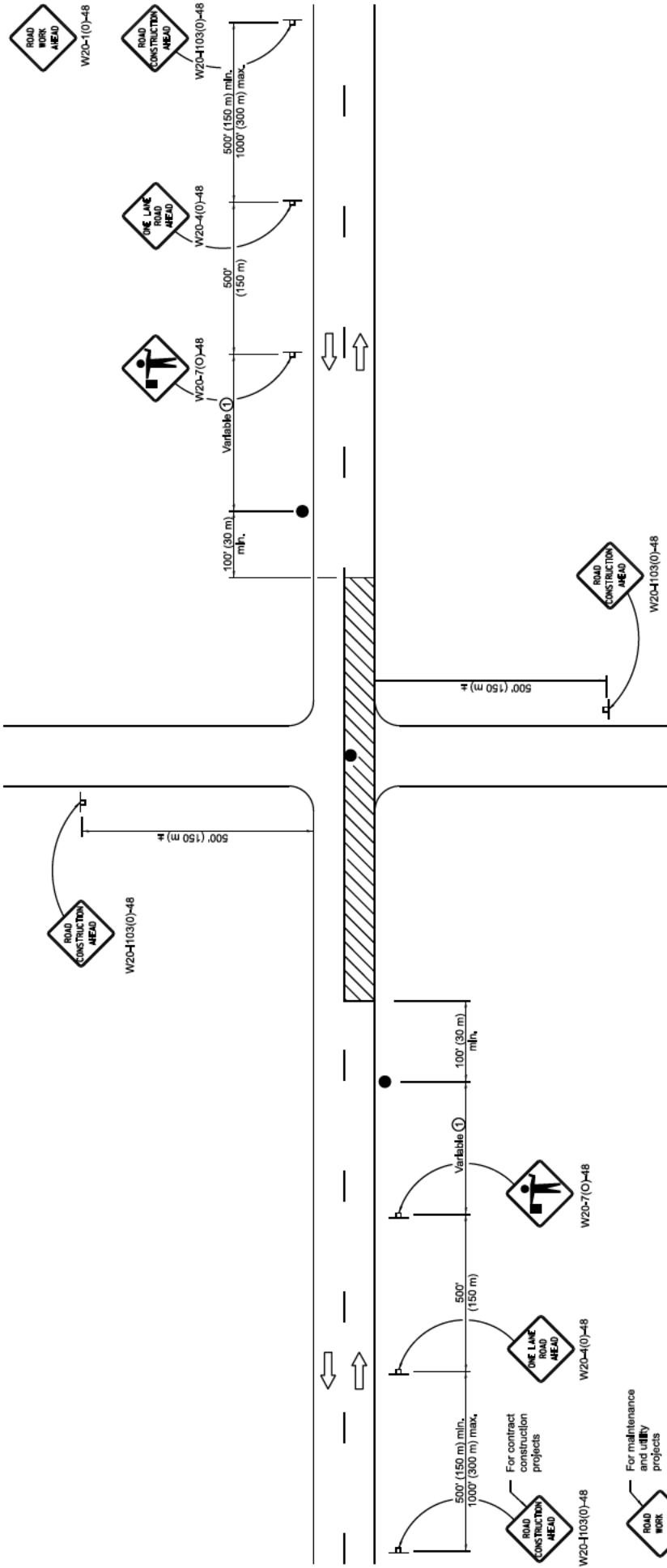
DATE	REVISIONS
1-1-21	Added minimum width of paved shoulder for bicycle accommodations.
1-1-12	New standard.

### SHOULDER RUMBLE STRIPS, 8 In.

STANDARD 642006-01



TYPICAL APPLICATIONS		SYMBOLS		UNLESS OTHERWISE SHOWN.	
Marking patches		Work area			
Field survey		Sign on portable or permanent support			
Stitching		Flagger with traffic control sign			
Utility operations					
Cleaning up debris on pavement					



#### GENERAL NOTES

This Standard is used where at any time, any vehicle, equipment, workers or their activities require an intermittent or continuous moving operation on the pavement where the average speed of movement is greater than  $\frac{1}{2}$  mph (1 km/h) and less than 4 mph (6 km/h). When the operation does not exceed 60 minutes, traffic control may be according to Standard 701301.

All dimensions are in inches (mm) unless otherwise shown.

#### **LANE CLOSURE, 2L, 2W, SLOW MOVING OPERATIONS DAY ONLY, FOR SPEEDS $\geq$ 45 MPH**

STANDARD 701306-04

DATE	REVISIONS
1-1-18	Revised lower speed limit for operation to $\frac{1}{2}$ mph.
1-1-11	Revised flagger sign.

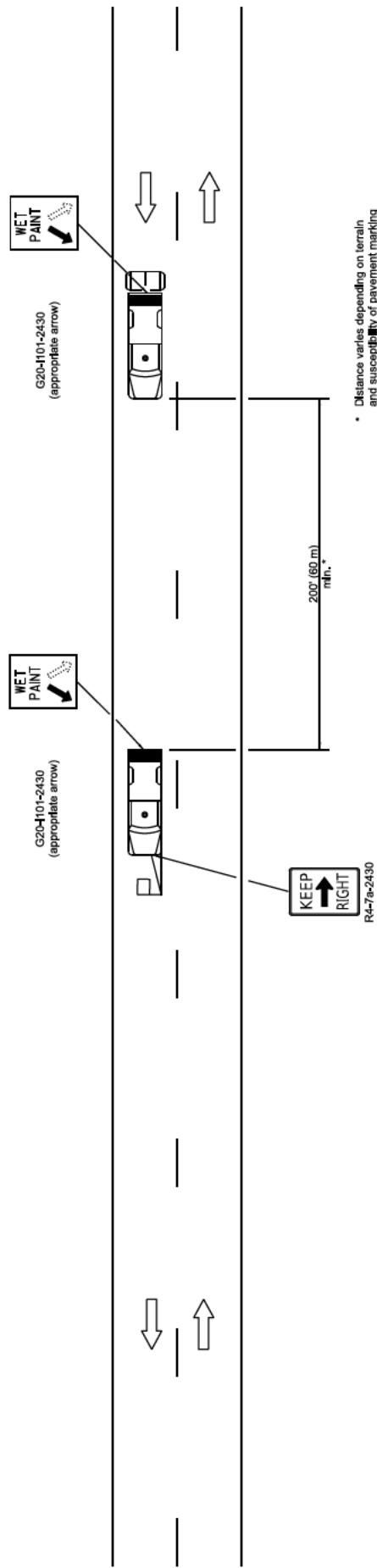
#### SYMBOLS

- Work area
- Sign on portable or permanent support
- Flagger with traffic control sign

#### TYPICAL APPLICATIONS

- Blotterous resurfacing
- Moving operations
- Utility operations
- Shoulder operations

■ Missouri Department of Transportation	ISSUED 1-1-97
APPROVED: <i>John L. Stull, Secretary</i> , January 1, 2018	
ENGINEER OF TRANSPORTATION AND ENGINEERING: <i>John L. Stull</i> , January 1, 2018	
APPROVED: <i>John L. Stull</i> , January 1, 2018	
ENGINEER OF TRANSPORTATION AND ENGINEERING: <i>John L. Stull</i> , January 1, 2018	



#### TYPICAL APPLICATIONS

Landscape work  
Utility work  
Pavement marking  
Weed spraying  
Roadometer measurements  
Debris cleanup  
Crack pouring

#### SYMBOLS

- Arrow board (Hazard Mode only)
- Truck with headlamps, emergency flashers and flashing amber light. (Visible from all directions)
- 18' x 18' (450x450) min. orange flag (use when guide wheel is used)
- Truck mounted attenuator

#### GENERAL NOTES

This Standard is used where any vehicle, equipment, workers or their activities, require a continuous moving operation where the average speed is greater than 3 mph (5 km/h).

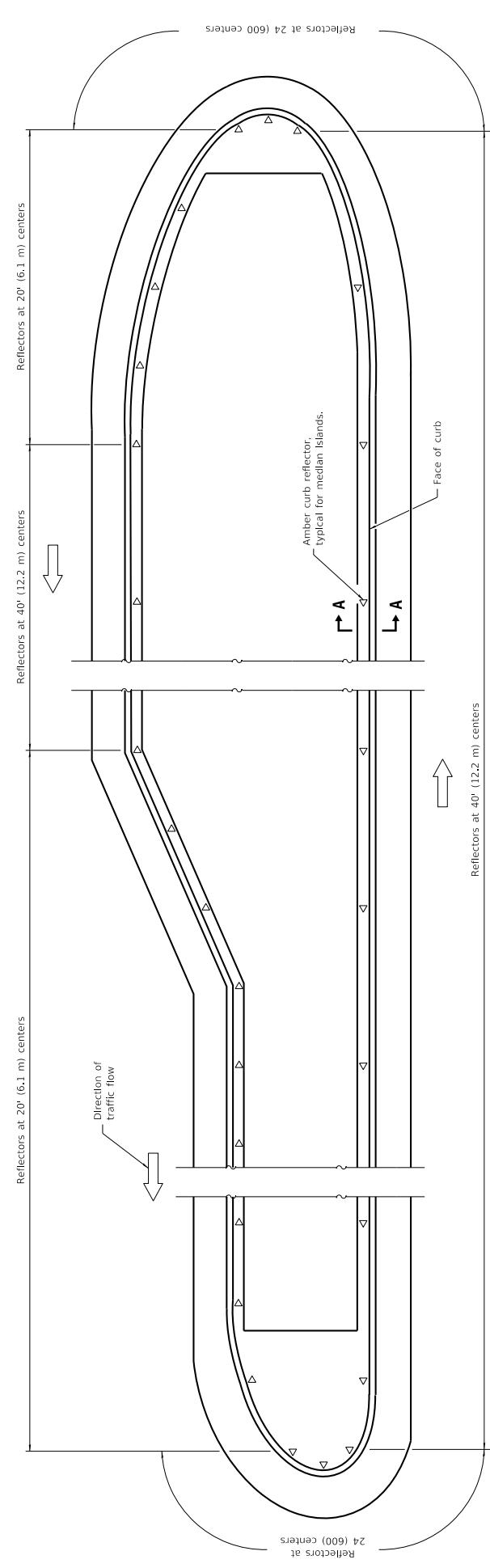
For shoulder operations not encroaching on the pavement, use DETAIL A, Standard 701426.

All dimensions are in inches (millimeters) unless otherwise shown.

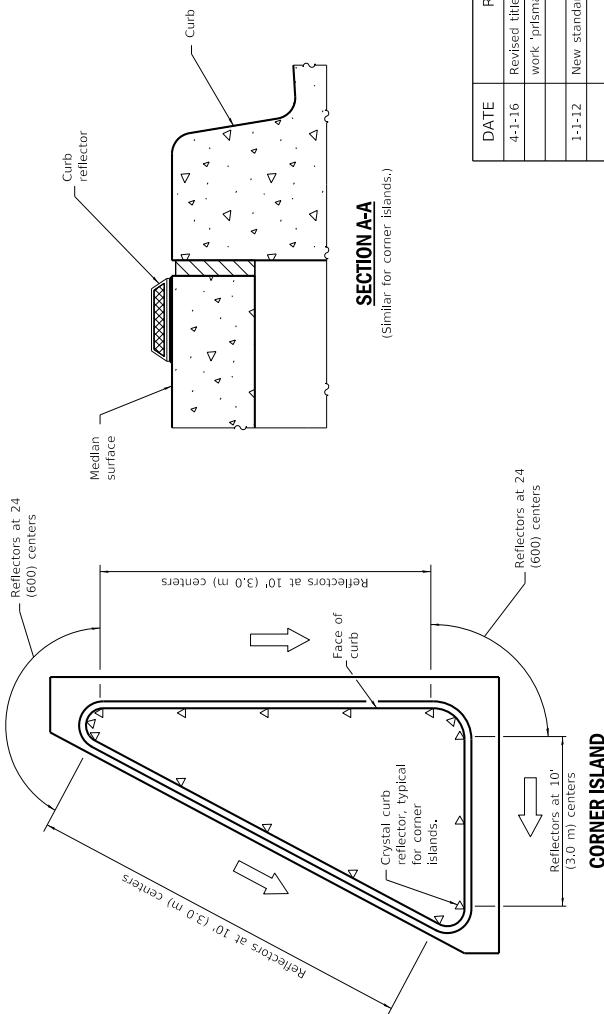
#### **LANE CLOSURE 2L, 2W MOVING OPERATIONS- DAY ONLY**

STANDARD 701311-03

■ Missouri Department of Transportation	ISSUED 1-1-97
APPROVED <i>Joe Zell</i> / January 1, 2009	ENGINEER OF OPERATIONS APPROVED <i>Joe Zell</i> / January 1, 2009
ENGINEER OF RECORD	



## MEDIAN ISLAND



## SECTION A-A

---

Curb reflectors shall be monodirectional and oriented with the reflective face toward approaching traffic.

All dimensions are in inches (millimeters) unless otherwise shown.

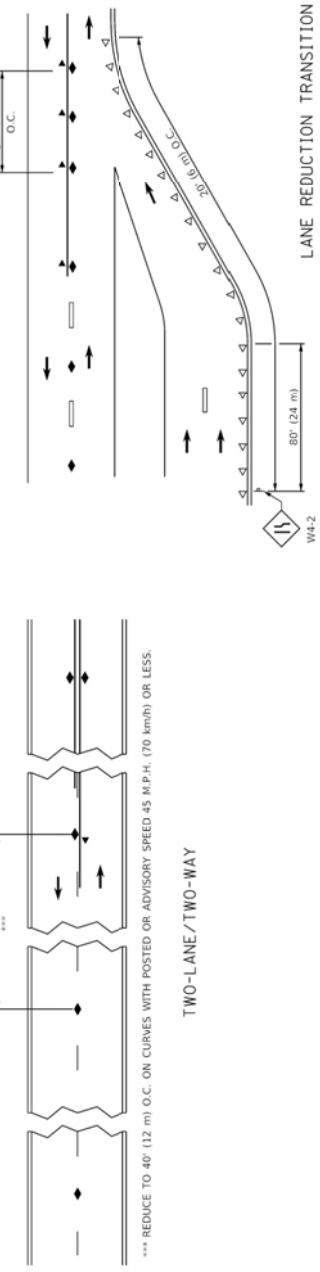
All other

CURB REFLECTORS		STANDARD 782001-01
DATE	REVISIONS	
4-1-16	Revised title and removed work 'prismatic'.	
1-1-12	New standard.	

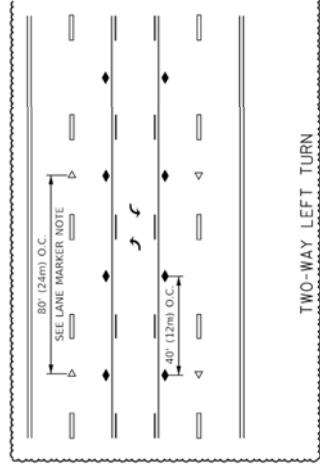
Reflectors at 24 (600) centers

## CORNER ISLAND

Illinois Department of Transportation		ISSUED 1-1-97
	2016	
PASSED	April 1,	
<i>John H. Blaauw</i>		
ENGINEER OF OPERATIONS		
APPROVED	April 1,	2016
<i>John H. Blaauw</i>		
EACH MEMBER OF THE BOARD ENVIRONMENT		

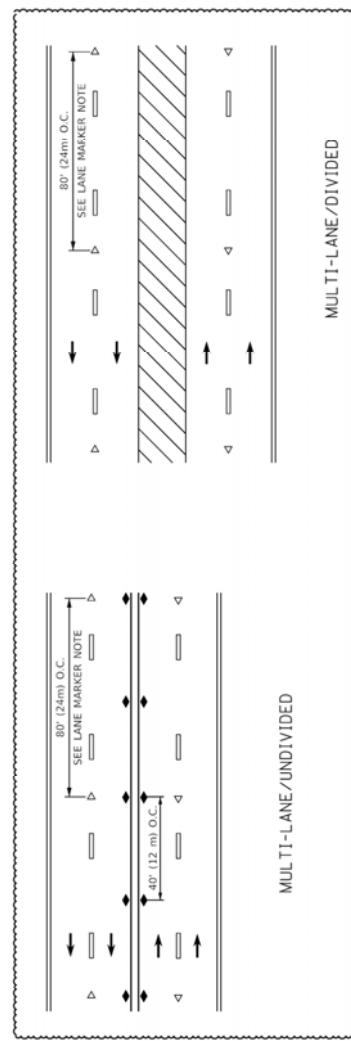


TWO-LANE/TWO-WAY

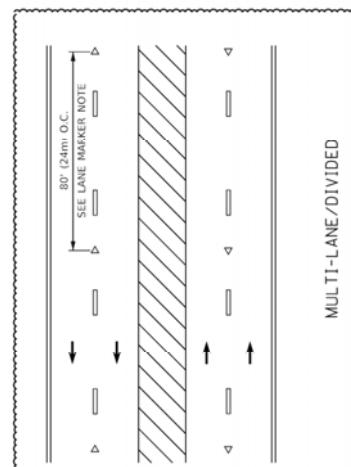


LANE REDUCTION TRANSITION

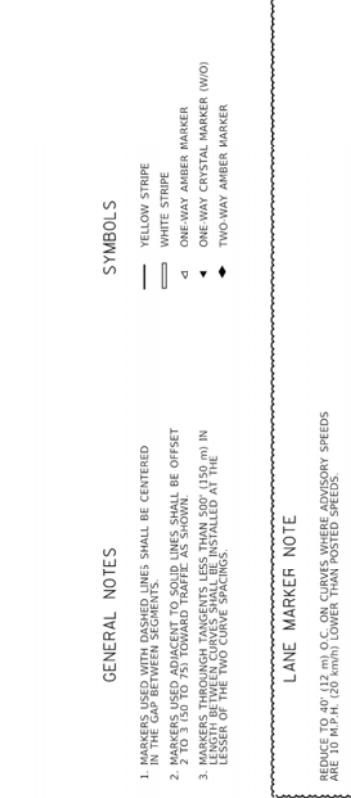
TWO-WAY LEFT TURN



MULTI-LANE/UNDIVIDED



MULTI-LANE/DIVIDED



LANE MARKER NOTE

REDUCE TO 40' (12 m) O.C. ON CURVES WHERE ADVISORY SPEEDS ARE 10 M.P.H. (20 km/h) LOWER THAN POSTED SPEEDS.

GENERAL NOTES

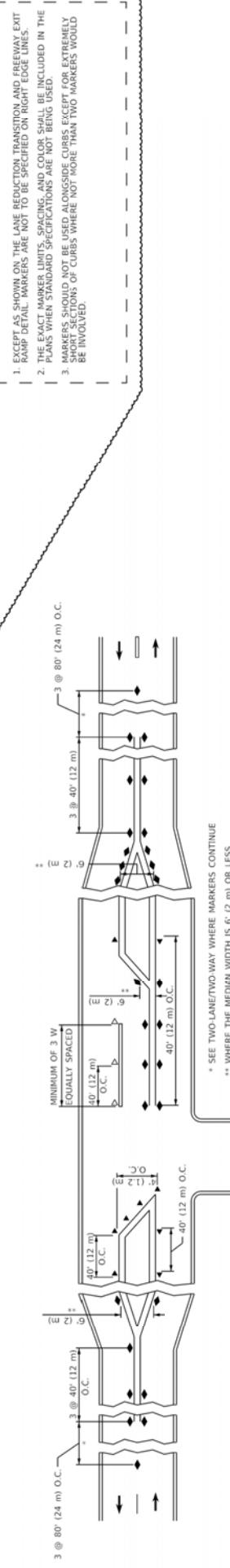
1. MARKERS USED WITH DASHED LINES SHALL BE CENTERED IN THE GAP BETWEEN SEGMENTS.
2. MARKERS USED ADJACENT TO SOLID LINES SHALL BE OFFSET 2 TO 3 1/2' (75 cm) TOWARD TRAFFIC AS SHOWN.
3. MARKERS THROUGH TANGENTS LESS THAN 50' (150 m) IN LENGTH BETWEEN CURVES SHALL BE INSTALLED AT THE LESSER OF THE TWO CURVE SPACINGS.

SYMBOLS

- YELLOW STRIPE
- WHITE STRIPE
- ONE-WAY AMBER MARKER
- △ ONE-WAY CRYSTAL MARKER (W/O)
- ◆ TWO-WAY AMBER MARKER

DESIGN NOTES

1. EXCEPT AS SHOWN ON THE LANE REDUCTION TRANSITION AND FREEWAY EXIT RAMP DETAIL, MARKERS ARE NOT TO BE SPECIFIED ON RIGHT EDGE LINES.
2. THE EXACT MARKER LIMITS, SPACING, AND COLOR SHALL BE INCLUDED IN THE PLANS WHEN STANDARD SPECIFICATIONS ARE NOT BEING USED.
3. MARKERS SHOULD NOT BE USED ALONGSIDE CURBS, EXCEPT FOR EXTREMELY SHORT SECTIONS OF CURBS WHERE NOT MORE THAN TWO MARKERS WOULD BE INVOLVED.



\* SEE TWO-LANE/TWO-WAY WHERE MARKERS CONTINUE

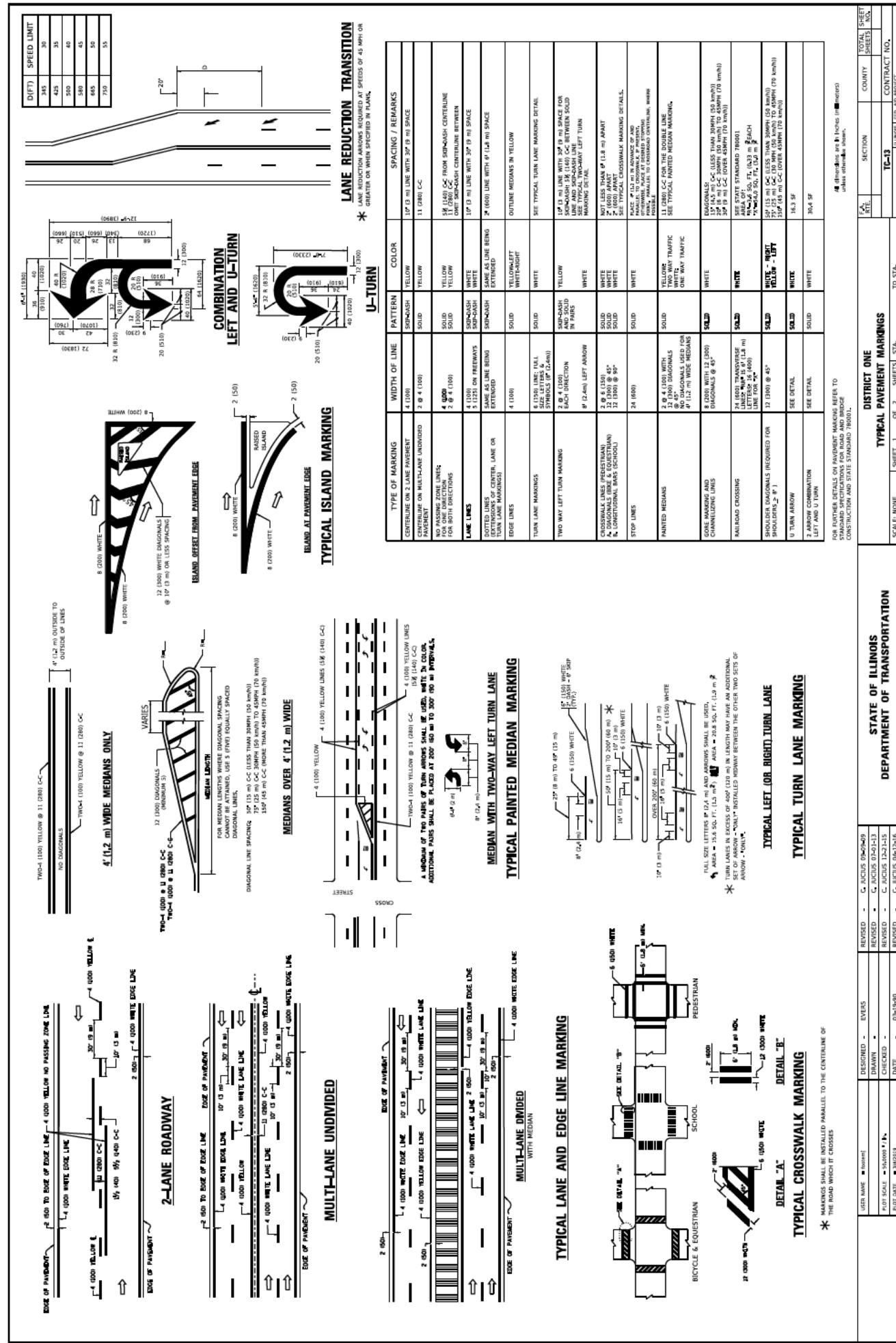
\*\* WHERE THE MEDIAN WIDTH IS 6' (2 m) OR LESS USE TWO-WAY MARKERS.

LEFT TURN

All dimensions are in inches (millimeters) unless otherwise shown.

**CCDOT\*TC-11**  
REFLECTIVE PAVEMENT MARKERS (SNOW-PLOW RESISTANT)

MODIFIED FROM IDOT STANDARDS





SITE INSPECTION CERTIFICATE

**Not Applicable**

This is to verify that Bidder has, this date, participated in the Mandatory Site Inspection as required in this Bid. Bidder has inspected the site and related Bid Documents and fully familiarized itself with all conditions and matters which might in any way affect the Deliverables, including costs and scheduling.

---

NAME (PRINTED/TYPED AND SIGNATURE)

---

COMPANY

---

OFFICIAL CAPACITY

---

TELEPHONE NUMBER (Area Code)

NOTE: This form must be filled in completely and returned with Bid Proposal.

INSPECTION CONFIRMED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT I**

Instructions for Submitting an Electronic Bid

## INSTRUCTIONS FOR SUBMITTING AN ELECTRONIC BID/PROPOSAL/QUALIFICATION

**For electronic submissions, firms shall use the following link to submit Bids/Proposals/Qualifications electronically:**

<https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities>

**Follow the steps listed in the below article to access the opportunity and submit your bid/proposal.**

<https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a-Submission-for-Vendors->

**There is also a video on Vendor Registration & Submission at this link:**

<https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and-Submission->

**If you have questions or technical issues accessing or submitting your bid/proposal, please reach out to Bonfire at:**

[support@gobonfire.com](mailto:support@gobonfire.com)

[1 \(800\) 354 8010](tel:18003548010) Extension #2

**Exhibit II**

**Identification of Subcontractors/Supplier/Subconsultant Form**

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

	<b>OCPO ONLY:</b>
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2457-10010	Date: February 19, 2025
Total Bid or Proposal Amount: \$7,754,590.00	Contract Title: Pavement Markings Countywide 2025-2027
Contractor: Preform Traffic Control Systems, Ltd.	Subcontractor/Supplier/ Subconsultant to be added or substitute: MACK Construction Serivces, LLC
Authorized Contact for Contractor: Graham Schwartz	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Nancy Carreon
Email Address (Contractor): m.day@preformtraffic.com	Email Address (Subcontractor): nscarreon@mackcs.com
Company Address (Contractor): 625 Richard Lane	Company Address (Subcontractor): 3628 N. Hamilton Ave.
City, State and Zip (Contractor): Elk Grove, IL 60007	City, State and Zip (Subcontractor): Chicago, IL 60618
Telephone and Fax (Contractor): (847) 718-0041 Phone (Contractor): (847) 718-0049 Fax	Telephone and Fax (Subcontractor): (773) 525-3411 Phone (Subcontractor): (773) 525-3411 Fax
Estimated Start and Completion Dates (Contractor): 36 Months from Date of Notice to Proceed	Estimated Start and Completion Dates (Subcontractor): 36 Months from Date of Notice to Proceed

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supply pavement marking paint.	\$87,427.00 Estimated

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

\_\_\_\_\_  
 Preform Traffic Control Systems, Ltd.

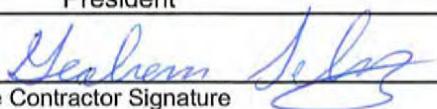
Contractor

\_\_\_\_\_  
 Graham Schwartz

Name

\_\_\_\_\_  
 President

Title



Prime Contractor Signature

\_\_\_\_\_  
 February 19, 2025

Date

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

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Bid/RFP/RFQ No.: 2457-10010	Date: February 19, 2025
Total Bid or Proposal Amount: \$7,754,590.00	Contract Title: Pavement Markings Countywide 2025-2027
Contractor: Preform Traffic Control Systems, Ltd.	Subcontractor/Supplier/ Subconsultant to be      Marking Specialists Corporation added or substitute:
Authorized Contact for Contractor: Graham Schwartz	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Robert W. Buerer
Email Address (Contractor): m.day@preformtraffic.com	Email Address (Subcontractor): estimating@markingspecialists.net
Company Address (Contractor): 625 Richard Lane	Company Address (Subcontractor): 114 High Road - Unit 1
City, State and Zip (Contractor): Elk Grove, IL 60007	City, State and Zip (Subcontractor): Cary, IL 60013
Telephone and (847) 718-0041 Phone Fax (Contractor): (847) 718-0049 Fax	Telephone and Fax (847) 462-0799 Phone (Subcontractor): (847) 462-0929 Fax
Estimated Start and Completion Dates (Contractor): 36 Months from Date of Notice to Proceed	Estimated Start and Completion Dates (Subcontractor): 36 Months from Date of Notice to Proceed

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Provide Pavement Marking Services Relating to Line Item Numbers 7, 8, 9 & 12	(see attached)

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Preform Traffic Control Systems, Ltd.

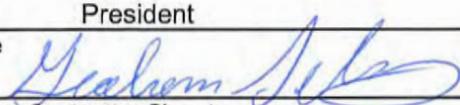
Contractor

Graham Schwartz

Name

President

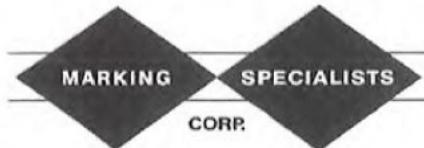
Title



Prime Contractor Signature

February 19, 2025

Date



Marking Specialists Corporation  
114 High Road, Unit 1  
Cary, IL 60013

Voice: 847-462-0799  
Fax: 847-462-0929  
Email: estimating@markingspecialists.net

Quote No.: Q25003  
Quote Date: 2/11/2025  
Section No.: 28-8MARK-01-GM  
Bid Date: 2/19/2025  
Complete By: 11/15/2028

## Quotation

**County:** COOK  
**Contract:** 2457-10010  
**Description:** 2025-2028 PAVEMENT MARKING MAINTENANCE COUNTYWIDE  
NON-FEDERALLY FUNDED CONTRACT  
COOK COUNTY

Gentlemen:

We propose to furnish all necessary labor, material, tools and equipment to complete the following work according to plans and specifications

Item No.	Note	Description	Unit	Qty	Price	Ext. Amount
7		Recessed REFL PVMT MKR (HMA)	EACH	18000.00	\$44.980	\$809,640.00
8		Lightweight RRPM (PCC)	EACH	3000.00	\$64.820	\$194,460.00
9		REPLACEMENT REFLECTOR	EACH	1000.00	\$21.940	\$21,940.00
12		MMA Pavement COLORIZATION	SQ FT	7500.00	\$15.160	\$113,700.00
						<b>Bid Total</b>
						<b>\$1,139,740.00</b>

These prices are firm for a period of sixty (60) days from the date of the contract award. Other material, if required, will be priced separately. Permanent pavement marking is expected to be completed with one mobilization. Additional mobilizations will cost \$5,000.00 each. Lane closures, if required, are the responsibility of the prime contractor. Unless stated otherwise, prices do not include costs for bonds, special insurance or permits.

We thank you for the opportunity to quote on this work and hope we will be favored with your order.

Very Truly Yours,

*Robert W. Buerer*

Estimator  
Marking Specialists Corporation

Notes:

- I.D.O.T. Certified DBE  
- METRA Certified DBE

- C.D.O.T. Certified DBE MBE  
- An Equal Opportunity Employer

- Cook County Certified MBE  
- City of Rockford MBE

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<input type="checkbox"/>	<b>OCPO ONLY:</b>
<input type="checkbox"/>	Disqualification
<input checked="" type="checkbox"/>	Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 2457-10010	Date: February 19, 2025
Total Bid or Proposal Amount: \$7,754,590.00	Contract Title: Pavement Markings Countywide 2025-2027
Contractor: Preform Traffic Control Systems, Ltd.	Subcontractor/Supplier/ Subconsultant to be added or substitute: RAE Products and Chemicals Corporation
Authorized Contact for Contractor: Graham Schwartz	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Donna Gruenberg
Email Address (Contractor): m.day@preformtraffic.com	Email Address (Subcontractor): donna@raeproducts.net
Company Address (Contractor): 625 Richard Lane	Company Address (Subcontractor): 11638 South Mayfield Ave
City, State and Zip (Contractor): Elk Grove, IL 60007	City, State and Zip (Subcontractor): Alsip, IL 60803
Telephone and Fax (Contractor): (847) 718-0041 Phone (Contractor): (847) 718-0049 Fax	Telephone and Fax (Subcontractor): (708) 396-1984 Phone (Subcontractor): (773) 396-2332 Fax
Estimated Start and Completion Dates (Contractor): 36 Months from Date of Notice to Proceed	Estimated Start and Completion Dates (Subcontractor): 36 Months from Date of Notice to Proceed

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Supply pavement marking paint and glass beads.	\$874,270.00 Estimated

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Preform Traffic Control Systems, Ltd.

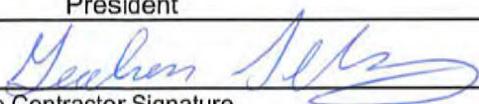
Contractor

Graham Schwartz

Name

President

Title



February 19, 2025

Prime Contractor Signature

Date

**Cook County**  
**Office of the Chief Procurement Officer**  
**Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>	
<input type="checkbox"/>	Disqualification
<b>X</b>	Check Complete

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Bid/RFP/RFQ No.: 2457-10010	Date: February 19, 2025
Total Bid or Proposal Amount: \$7,754,590.00	Contract Title: Pavement Markings Countywide 2025-2027
Contractor: Preform Traffic Control Systems, Ltd.	Subcontractor/Supplier/ Subconsultant to be Quality Saw & Seal added or substitute:
Authorized Contact for Contractor: Graham Schwartz	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Justin Arnold
Email Address (Contractor): m.day@preformtraffic.com	Email Address (Subcontractor): JustinA@qualitysawandseal.com
Company Address (Contractor): 625 Richard Lane	Company Address (Subcontractor): 7600 West 79th Street
City, State and Zip (Contractor): Elk Grove, IL 60007	City, State and Zip (Subcontractor): Bridgeview, IL 60455
Telephone and Fax (Contractor): (847) 718-0041 (847) 718-0049	Telephone and Fax (Subcontractor): (708) 728-1895 Phone (708) 728-1913 Fax
Estimated Start and Completion Dates (Contractor): 36 Months from Date of Award	Estimated Start and Completion Dates (Subcontractor): 36 Months from Date of Award

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Provide Rumble Strips Services Relating to Line Item Number 11	(see attached)

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

\_\_\_\_\_  
Preform Traffic Control Systems, Ltd.

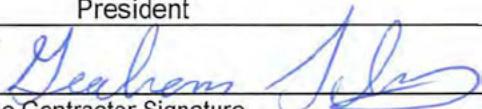
Contractor

\_\_\_\_\_  
Graham Schwartz

Name

\_\_\_\_\_  
President

Title



Prime Contractor Signature

\_\_\_\_\_  
February 19, 2025

Date



7600 West 79th Street  
Bridgeview, IL 60455  
Phone 708-728-1895  
Fax 708-728-1913  
www.qualitysawandseal.com  
email: service@qualitysawandseal.com

# QUOTATION

182081

CUSTOMER INFORMATION	
PREFORM TRAFFIC CONTROL SY...	Cust #
625 RICHARD LANE	P22066
ELK GROVE, IL 60007	
Fax:	
Ordered By:	
Salesman:	DISPATCH
JOB INFORMATION	
Job Date:	01/24/25 (Friday)
Arrival:	
Estimated Hours:	
PO #:	
Job Request #:	
Order Entered:	01/24/25 03:29pm By: E JASON
Salesman:	DISPATCH
Tax Status:	

JOB SITE INFORMATION	
BOBCAT RUMBLE STRIP RATES 2025, 2026 & 2027 DAILY RATES	
CHICAGO, IL	
Area:	Map Code:
Jobsite: None	Foreman:
General Contractor:	Owner:
Quality Provides At Site	
Distance:	0 Elevation: 0

Quantity	Details	Description	Unit	Price
	<u>BOBCAT RUMBLE STRIP MACHINE DAILY RATES ( 8" &amp; 16" ) ( 2025 )</u>	8 HOURS ON SITE STRAIGHT TIME RATE FOR 1 OPERATOR WITH TRUCK AND BOBCAT MACHINE TO PERFORM ASPHALT SHOULDER RUMBLE STRIP ( 2025 ) DAILY RATES  ** QUOTE BASED ON STRAIGHT TIME DAY PHASES ( MONDAY THRU FRIDAY ) ** NO CLEAN UP INCLUDED IN QUOTE ** ALL LAYOUT PROVIDED BY OTHERS ** ALL START & STOP POINTS LAID OUT BY OTHERS ** MUST HAVE ACCESS TO AREA WITH TRUCK AND EQUIPMENT TO PERFORM RUMBLE STRIP OPERATION		3,225.41
	<u>BOBCAT RUMBLE STRIP MACHINE DAILY RATES ( 8" &amp; 16" ) ( 2026 )</u>	8 HOURS ON SITE STRAIGHT TIME RATE FOR 1 OPERATOR WITH TRUCK AND BOBCAT MACHINE TO PERFORM ASPHALT SHOULDER RUMBLE STRIP ( 2026 ) DAILY RATES  ** QUOTE BASED ON STRAIGHT TIME DAY PHASES ( MONDAY THRU FRIDAY ) ** NO CLEAN UP INCLUDED IN QUOTE ** ALL LAYOUT PROVIDED BY OTHERS		3,313.41

## IMPORTANT

IF ACTUAL WORK PERFORMED VARIES FROM THE SCOPE OF WORK QUOTED ABOVE, A CHANGE IN PRICE MAY OCCUR.

DATE FAXED TO CUSTOMER

## OUR SERVICES

Pavement Grinding  
Rumble Strip Installation  
Sealing Contractor  
Bridge Deck Grooving

Drilling Contractor  
Wall Sawing  
Pavement Sawing  
Wire Sawing



7600 West 79th Street  
Bridgeview, IL 60455  
Phone 708-728-1895  
Fax 708-728-1913  
www.qualitysawandseal.com  
email: service@qualitysawandseal.com

# QUOTATION

182081

<b>CUSTOMER INFORMATION</b>		<b>JOB SITE INFORMATION</b>	
PREFORM TRAFFIC CONTROL SY... 625 RICHARD LANE ELK GROVE, IL 60007		Cust # P22066	
Fax:		BOBCAT RUMBLE STRIP RATES 2025, 2026 & 2027 DAILY RATES	
Ordered By: Salesman: DISPATCH		CHICAGO, IL	
<b>JOB INFORMATION</b>			
Job Date: 01/24/25 (Friday)		Area: Map Code:	
Arrival:		Jobsite: None Foreman:	
Estimated Hours:		General Contractor:	
PO #:		Owner:	
Job Request #:		Quality Provides At Site	
Order Entered: 01/24/25 03:29pm By: E JASON		Distance: 0 Elevation: 0	
Salesman: DISPATCH			
Tax Status:			

Quantity	Details	Description	Unit	Price
		** ALL START & STOP POINTS LAID OUT BY OTHERS ** MUST HAVE ACCESS TO AREA WITH TRUCK AND EQUIPMENT TO PERFORM RUMBLE STRIP OPERATION		
		<u>BOBCAT RUMBLE STRIP MACHINE DAILY RATES ( 8" &amp; 16"</u> <u>) ( 2027 )</u>		
		8 HOURS ON SITE STRAIGHT TIME RATE FOR 1 OPERATOR WITH TRUCK AND BOBCAT MACHINE TO PERFORM ASPHALT SHOULDER RUMBLE STRIP ( 2027 ) DAILY RATES		3,401.41
		** QUOTE BASED ON STRAIGHT TIME DAY PHASES ( MONDAY THRU FRIDAY ) ** NO CLEAN UP INCLUDED IN QUOTE ** ALL LAYOUT PROVIDED BY OTHERS ** ALL START & STOP POINTS LAID OUT BY OTHERS ** MUST HAVE ACCESS TO AREA WITH TRUCK AND EQUIPMENT TO PERFORM RUMBLE STRIP OPERATION		
		<b>JOB SITE NOTES:</b> <u>** QUOTE BASED ON 2025, 2026 &amp; 2027 RATES</u> <u>** NO CLEAN UP INCLUDED IN QUOTE</u> <u>** ANY &amp; ALL TRAFFIC CONTROL - INCLUDING FLAGGERS</u> - IF NECESSARY TO BE SUPPLIED BY OTHERS		

## IMPORTANT

IF ACTUAL WORK PERFORMED VARIES FROM THE SCOPE OF  
WORK QUOTED ABOVE, A CHANGE IN PRICE MAY OCCUR.

DATE FAXED TO CUSTOMER

## OUR SERVICES

Pavement Grinding  
Rumble Strip Installation  
Sealing Contractor  
Bridge Deck Grooving

Drilling Contractor  
Wall Sawing  
Pavement Sawing  
Wire Sawing



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email: service@qualitysawandseal.com

## QUOTATION

182082

### CUSTOMER INFORMATION

PREFORM TRAFFIC CONTROL SY... Cust #  
625 RICHARD LANE P22066  
ELK GROVE, IL 60007

Fax:

Ordered By:  
Salesman: DISPATCH

### JOB INFORMATION

Job Date: 01/24/25 (Friday)  
Arrival:  
Estimated Hours:  
PO #:  
Job Request #:  
Order Entered: 01/24/25 03:29pm By: E JASON  
Salesman: DISPATCH  
Tax Status:

### JOB SITE INFORMATION

BIG RUMBLE STRIP MACHINE RATES  
2025, 2026 & 2027 DAILY RATES

CHICAGO, IL

Area: Map Code:  
Jobsite: None Foreman:  
General Contractor: Owner:  
Quality Provides At Site

Distance: 0 Elevation: 0

### Details

Quantity	Description	Unit	Price
<u>PERSONNEL</u>			

### IMPORTANT

IF ACTUAL WORK PERFORMED VARIES FROM THE SCOPE OF  
WORK QUOTED ABOVE, A CHANGE IN PRICE MAY OCCUR.

DATE FAXED TO CUSTOMER

### OUR SERVICES

Pavement Grinding  
Rumble Strip Installation  
Sealing Contractor  
Bridge Deck Grooving

Drilling Contractor  
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# QUOTATION

182082

<b>CUSTOMER INFORMATION</b>		<b>JOB SITE INFORMATION</b>	
PREFORM TRAFFIC CONTROL SY... 625 RICHARD LANE ELK GROVE, IL 60007		Cust # P22066	
Fax:		BIG RUMBLE STRIP MACHINE RATES 2025, 2026 & 2027 DAILY RATES	
Ordered By: Salesman: DISPATCH		CHICAGO, IL	
<b>JOB INFORMATION</b>			
Job Date: 01/24/25 (Friday)		Area: Map Code:	
Arrival:		Jobsite: None Foreman:	
Estimated Hours:		General Contractor: Owner:	
PO #:		Quality Provides At Site	
Job Request #:		Distance: 0 Elevation: 0	
Order Entered: 01/24/25 03:29pm By: E JASON			
Salesman: DISPATCH			
Tax Status:			

Quantity	Details	Description	Unit	Price
<u>** NO CLEAN UP INCLUDED IN QUOTE</u> <u>** ANY &amp; ALL TRAFFIC CONTROL - INCLUDING FLAGGERS</u> <u>- IF NECESSARY TO BE SUPPLIED BY OTHERS</u> <u>** MUST HAVE SOURCE OF WATER AVAILABLE ON SITE</u> <u>** ANY &amp; ALL STAND-BY TIME WILL BE CHARGED</u> <u>AT A TBD PER HOUR RATE - IF NECESSARY</u> <u>** NO PAYMENT OR PERFORMANCE BOND FEES INCLUDED</u> <u>IN PRICE</u> <u>** NO SAFETY OR JOB SITE TRAINING INCLUDED IN</u> <u>PRICE</u> <u>** ATTACHED IS A COPY OF OUR CERTIFICATE OF</u> <u>INSURANCE WITH OUR CURRENT COVERAGE &amp;</u> <u>AVAILABLE ADDITIONAL INSURED ISO FORMS -</u> <u>CG-2010 (4-13) &amp; CG-2037 (4-13) - WHICH ARE</u> <u>INCLUDED WITH OUR PRE-BID PRICES</u> <u>** ANY REQUIREMENTS BEYOND THESE LIMITS, ATTACHED</u> <u>ADDITIONAL INSURED ISO FORMS, AND/OR RR</u> <u>INSURANCE COVERAGE WILL REQUIRE AN ADDITIONAL</u> <u>CHARGE</u>				
<u>** QUOTE BASED ON USING QUALITY SAW &amp; SEAL UNION</u>				

## IMPORTANT

IF ACTUAL WORK PERFORMED VARIES FROM THE SCOPE OF WORK QUOTED ABOVE, A CHANGE IN PRICE MAY OCCUR.

DATE FAXED TO CUSTOMER

## OUR SERVICES

Pavement Grinding  
Rumble Strip Installation  
Sealing Contractor  
Bridge Deck Grooving

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## QUOTATION

182082

<b>CUSTOMER INFORMATION</b>		<b>JOB SITE INFORMATION</b>	
PREFORM TRAFFIC CONTROL SY... <u>Cust #</u> 625 RICHARD LANE ELK GROVE, IL 60007		BIG RUMBLE STRIP MACHINE RATES 2025, 2026 & 2027 DAILY RATES	
Fax:		CHICAGO, IL	
Ordered By: Salesman:	DISPATCH	Area: Jobsite: None	Map Code: Foreman:
<b>JOB INFORMATION</b>			
Job Date: 01/24/25 (Friday) Arrival: Estimated Hours: PO #: Job Request #: Order Entered: 01/24/25 03:29pm By: E JASON Salesman: DISPATCH Tax Status:		General Contractor: Owner: Quality Provides At Site	
		Distance: 0 Elevation: 0	

Quantity	Details	Description	Unit	Price
	** ALL START & STOP POINTS LAID OUT BY OTHERS ** MUST HAVE ACCESS TO AREA WITH TRUCK AND EQUIPMENT TO PERFORM RUMBLE STRIP OPERATION			
	<u><b>BIG RUMBLE STRIP MACHINE DAILY RATES ( 8" &amp; 16" )</b></u> <u><b>( 2027 )</b></u>			
	8 HOURS ON SITE STRAIGHT TIME RATE FOR 2 OPERATORS WITH TRUCK AND RUMBLE STRIP MACHINE TO PERFORM ASPHALT OR CONCRETE SHOULDER RUMBLE STRIP ( 2027 ) DAILY RATES			7,698.56
	** QUOTE BASED ON STRAIGHT TIME DAY PHASES ( MONDAY THRU FRIDAY ) ** NO CLEAN UP INCLUDED IN QUOTE ** ALL LAYOUT PROVIDED BY OTHERS ** ALL START & STOP POINTS LAID OUT BY OTHERS ** MUST HAVE ACCESS TO AREA WITH TRUCK AND EQUIPMENT TO PERFORM RUMBLE STRIP OPERATION			
	<u><b>JOB SITE NOTES:</b></u> <u><b>** QUOTE BASED ON 2025, 2026 &amp; 2027 RATES</b></u> <u><b>** ANY CENTER LINE RUMBLE STRIP NEEDING TO BE</b></u> <u><b>PERFORMED WILL BE DONE BY THE BOBCAT MACHINE AND</b></u> <u><b>IN ASPHALT PAVEMENT ONLY</b></u>			

**IMPORTANT**

IF ACTUAL WORK PERFORMED VARIES FROM THE SCOPE OF  
WORK QUOTED ABOVE, A CHANGE IN PRICE MAY OCCUR.

DATE FAXED TO CUSTOMER

**OUR SERVICES**

Pavement Grinding  
Rumble Strip Installation  
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## QUOTATION

182082

<b>CUSTOMER INFORMATION</b>		<b>JOB SITE INFORMATION</b>	
PREFORM TRAFFIC CONTROL SY... 625 RICHARD LANE ELK GROVE, IL 60007		BIG RUMBLE STRIP MACHINE RATES 2025, 2026 & 2027 DAILY RATES	
Fax:		CHICAGO, IL	
Ordered By:	Area: Map Code:		
Salesman: DISPATCH	Jobsite: None Foreman:		
<b>JOB INFORMATION</b>			
Job Date: 01/24/25 (Friday)	General Contractor:		
Arrival:	Owner:		
Estimated Hours:	Quality Provides At Site		
PO #:			
Job Request #:			
Order Entered: 01/24/25 03:29pm By: E JASON			
Salesman: DISPATCH			
Tax Status:			
		Distance: 0	Elevation: 0

Quantity	Details	Description	Unit	Price
	<u>BIG RUMBLE STRIP MACHINE DAILY RATES ( 8" &amp; 16" )</u> <u>( 2025 )</u>	8 HOURS ON SITE STRAIGHT TIME RATE FOR 2 OPERATORS WITH TRUCK AND RUMBLE STRIP MACHINE TO PERFORM ASPHALT OR CONCRETE SHOULDER RUMBLE STRIP ( 2025 ) DAILY RATES		7,346.55
	** QUOTE BASED ON STRAIGHT TIME DAY PHASES ( MONDAY THRU FRIDAY )			
	** NO CLEAN UP INCLUDED IN QUOTE			
	** ALL LAYOUT PROVIDED BY OTHERS			
	** ALL START & STOP POINTS LAID OUT BY OTHERS			
	** MUST HAVE ACCESS TO AREA WITH TRUCK AND EQUIPMENT TO PERFORM RUMBLE STRIP OPERATION			
	<u>BIG RUMBLE STRIP MACHINE DAILY RATES ( 8" &amp; 16" )</u> <u>( 2026 )</u>	8 HOURS ON SITE STRAIGHT TIME RATE FOR 2 OPERATORS WITH TRUCK AND RUMBLE STRIP MACHINE TO PERFORM ASPHALT OR CONCRETE SHOULDER RUMBLE STRIP ( 2026 ) DAILY RATES		7,622.56
	** QUOTE BASED ON STRAIGHT TIME DAY PHASES ( MONDAY THRU FRIDAY )			
	** NO CLEAN UP INCLUDED IN QUOTE			
	** ALL LAYOUT PROVIDED BY OTHERS			

### IMPORTANT

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DATE FAXED TO CUSTOMER

### OUR SERVICES

Pavement Grinding  
Rumble Strip Installation  
Sealing Contractor  
Bridge Deck Grooving

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Pavement Sawing  
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email: service@qualitysawandseal.com

## QUOTATION

182081

## CUSTOMER INFORMATION

PREFORM TRAFFIC CONTROL SY... Cust #  
625 RICHARD LANE P22066  
ELK GROVE, IL 60007

Fax:

Ordered By:  
Salesman: DISPATCH

## JOB INFORMATION

Job Date: 01/24/25 (Friday)  
Arrival:  
Estimated Hours:  
PO #:  
Job Request #:  
Order Entered: 01/24/25 03:29pm By: E JASON  
Salesman: DISPATCH  
Tax Status:

## JOB SITE INFORMATION

BOBCAT RUMBLE STRIP RATES  
2025, 2026 & 2027 DAILY RATES

CHICAGO, IL

Area: Map Code:  
Jobsite: None Foreman:  
General Contractor: Owner:  
Quality Provides At Site

Distance: 0 Elevation: 0

## Details

Quantity	Description	Unit	Price
<p>** MUST HAVE SOURCE OF WATER AVAILABLE ON SITE  <u>** ANY &amp; ALL STAND-BY TIME WILL BE CHARGED</u>  <u>AT A TBD PER HOUR RATE - IF NECESSARY</u>  <u>** NO PAYMENT OR PERFORMANCE BOND FEES INCLUDED</u>  <u>IN PRICE</u>  <u>** NO SAFETY OR JOB SITE TRAINING INCLUDED IN</u>  <u>PRICE</u>  <u>** ATTACHED IS A COPY OF OUR CERTIFICATE OF</u>  <u>INSURANCE WITH OUR CURRENT COVERAGE &amp;</u>  <u>AVAILABLE ADDITIONAL INSURED ISO FORMS -</u>  <u>CG-2010 (4-13) &amp; CG-2037 (4-13) - WHICH ARE</u>  <u>INCLUDED WITH OUR PRE-BID PRICES</u>  <u>** ANY REQUIREMENTS BEYOND THESE LIMITS, ATTACHED</u>  <u>ADDITIONAL INSURED ISO FORMS, AND/OR RR</u>  <u>INSURANCE COVERAGE WILL REQUIRE AN ADDITIONAL</u>  <u>CHARGE</u>  <u>** QUOTE BASED ON USING QUALITY SAW &amp; SEAL UNION</u>  <u>PERSONNEL</u></p>			

IMPORTANT

IF ACTUAL WORK PERFORMED VARIES FROM THE SCOPE OF WORK QUOTED ABOVE, A CHANGE IN PRICE MAY OCCUR.

DATE FAXED TO CUSTOMER

OUR SERVICES

Pavement Grinding  
Rumble Strip Installation  
Sealing Contractor  
Bridge Deck Grooving

Drilling Contractor  
Wall Sawing  
Pavement Sawing  
Wire Sawing

**EXHIBIT III**

**Electronic Payables Program Form**

**OFFICE OF THE COOK COUNTY COMPTROLLER**  
**ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").**  
**If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – “PULL” Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – “SUGA” Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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**EXHIBIT IV**

**Preference for Veteran's Business Enterprise and Service-Disabled Veteran's Business Enterprise Form**

**VETERAN'S PREFERENCE FOR VBE AND SDVBE  
INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.

**DEFINITIONS**

*Veteran-owned Business Enterprise* (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Service-Disabled Veteran-owned Business Enterprise* (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

*Service-Disabled Veteran* means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

*Service-connected disability* means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

*Small Business* means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

**REQUEST FOR PREFERENCE**

Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets the definition of a SDVBE, as set forth above and has included a copy of its certification.

Bidder (please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Phone Number

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires:

X  
\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

**EXHIBIT V**  
**SOCIAL ENTERPRISE PREFERENCE FORM**

## SOCIAL ENTERPRISE PREFERENCE

INSTRUCTIONS

In accordance with Section 34-241 of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent (5%) to a Responsible and Responsive Social Enterprise, as defined by the Cook County Procurement Code, requesting a preference for Bids. **All Bidders who are requesting this preference must fully complete this form and supply all requested information. Failure to provide fully comply with these instructions will result in the preference not being granted.** The CPO reserves the right to request additional information to ascertain a Bidder's status as a Social Enterprise.

DEFINITIONS

*County Marketplace* means the six-county region, currently the counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

*Disadvantaged* refers to individuals who are mentally, physically, economically, or educationally disadvantaged, including, but not limited to, individuals who are living below the poverty line, developmentally disabled, mentally ill, substance abusers, recovering substance abusers, elderly and in need of hospice care, gang members, on welfare, or people with arrest or conviction records.

*Earned Revenue Strategies* means revenue realized by a non-profit private sector entity, or a business unit of a private sector entity excluding government grants, government contracts and philanthropic support.

*Social Enterprise* means a Person which has its principal place of business and a majority of its regular, full-time work force located within the County Marketplace on the date a bid is submitted, and which is:

1. An Illinois benefit corporation subject to the Benefit Corporation Act (805 ILCS 40/1 et seq.);
2. An Illinois low-profit limited liability company subject to Section 1-26 of the Limited Liability Company Act (805 ILCS 180/1-26); or
3. A nonprofit entity, a private-sector entity, or any business unit of a private sector entity which maintains separate books and records which (a) uses earned revenue strategies, either exclusively as a business or as a significant part (at least 51%) of earned revenue, and (b) directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce of which 51% are disadvantaged, or (3) both. **At any time, upon request of the County, for a period of three (3) years following the termination of the contract, Bidder must provide documentation that it meets the requirements of this provision.**

---

REQUEST FOR PREFERENCE

Bidder is requesting to receive the Social Enterprise Preference as an Illinois Benefit Corporation. By requesting this preference, the Bidder certifies that it is an Illinois Benefit Corporation and has included a true and correct copy of its Articles of Incorporation (and any Articles of Amendment thereto) and most recent Benefit Report pursuant to 805 ILCS 40/5.01

Bidder is requesting to receive the Social Enterprise Preference as an Illinois Low Profit Limited Liability Company ("L3C"). By requesting this preference, the Bidder certifies that it is an L3C and has included a true and correct copy of its Articles of Organization (and any Articles of Amendment thereto) and its most recent annual report filed with the Attorney General pursuant to 805 ILCS 180/1-26(d) and 760 ILCS 55/7.

Bidder is requesting to receive the Social Enterprise Preference as an social enterprise that is neither a Benefit Corporation or an L3C, but uses earned revenue strategies, either exclusively as a business or as a significant part of a nonprofit's revenue stream and directly addresses social needs either (1) through its goods and/or services or (2) by employing a workforce, of which 51% are disadvantaged, or (3) both. By requesting this preference, the Bidder certifies it meets this definition and has supplied a true and correct copy of: (1) Articles of Incorporation or Organization (and any Articles of Amendment thereto, as applicable); and (2) a sworn statement setting forth how its goods and services directly impact the social needs of people who are disadvantaged and/or that at least 51% of its direct labor in its past fiscal year was provided by persons who are disadvantaged.

---

Bidder (please print or type)

---

Title

---

Signature

---

Date

---

Email address

---

Phone Number

Subscribed to and sworn before me  
This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

---

Notary Public Signature

**Notary Seal**

**EXHIBIT VI**

**Veteran's Workplace Preference Public Works Contracts Form**

**AFFIDAVIT**  
**VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract. All Bidders who are requesting this preference must complete this Affidavit.

**DEFINITIONS**

*Eligible Veteran* means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

*Armed forces of the United States* means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

*Public Works* means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, \_\_\_\_\_, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

---

Bidder (please print or type)

---

Title

---

Signature

---

Date

---

E-mail address

---

Phone Number

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

My commission expires:

---

X  
Notary Public Signature

---

Notary Seal

**EXHIBIT VII**

**Preference for Businesses Owned by People with Disabilities Form**

**Preference for Businesses Owned by People with Disabilities Form****INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **five percent of the amount of the Contract** to a Responsible and Person with Disabilities Owned Business Enterprise ("PDBE") requesting a preference for Bids. **All Bidders who are requesting this preference must complete the form and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified PDBE.**

**DEFINITIONS**

**Persons with Disabilities Owned Business Enterprise (PDBE)** means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Persons with a Disability; or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled, and managed by one or more Persons with a Disability; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

**Disability or Disabled** means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

**Small Business** means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

**REQUEST FOR PREFERENCE**

Bidder is requesting to receive a preference as a PDBE. By requesting this preference, Bidder certifies that it meets the definition of a PDBE, as set forth above and has included a copy of its certification.

---

Bidder (please print or type)

---

Title

---

Signature

---

Date

---

E-mail address

---

Phone Number

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires:

---

X  
Notary Public Signature

---

Notary Seal

**EXHIBIT VIII**

**Board Approval (If Applicable)**



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details

<b>File #:</b>	25-1604	<b>Version:</b>	1	<b>Name:</b>	Contract for Pavement Marking Maintenance Countywide- co. no. 2457-10010
<b>Type:</b>	Contract (Highway)	<b>Status:</b>		Approved	
<b>File created:</b>	2/26/2025	<b>In control:</b>		Transportation Committee	
<b>On agenda:</b>	4/10/2025	<b>Final action:</b>		5/15/2025	
<b>Title:</b>	PROPOSED CONTRACT (TRANSPORTATION AND HIGHWAYS)				
	Department(s): Transportation and Highways				
	Vendor: Preform Traffic Control Systems, Ltd., Elk Grove Village, Illinois				
	Request: Authorization for the Chief Procurement Officer to enter into and execute contract.				
	Good(s) or Service(s): Pavement Marking Maintenance Countywide				
	Location: Countywide				
	Section: 28-8MARK-01-GM				
	Contract Value: \$7,754,590.00				
	Contract period: 6/1/2025 - 5/31/2028				
	Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation.				
	Potential Fiscal Year Budget Impact: FY2025 \$2,400,000.00; FY2026 \$2,400,000.00; FY2027 \$2,400,000.00, FY2028 \$554,590.00				
	Accounts: Maintenance of Facilities (MFT): 11300.1500.29150.540370				
	Contract Number(s): 2457-10010				
	Summary: This contract will allow the Department of Transportation and Highways to receive services for the furnishing and installation of pavement markings and reflective pavement markers to maintain center lines, edge lines, lane lines, crosswalks, and stop bars countywide.				
	The purpose of this new maintenance contract is to protect the public investment in the transportation system, provide safe, efficient, and sustainable highways, and support the development of the regional economy in accordance with the Department's mission statement. Further, this maintenance contract promotes the STAR initiative goals of ensuring safe and smooth travel and reducing congestion on County roadways.				
	The vendor was selected pursuant to a publicly advertised Invitation for Bids (IFB) in accordance with the Cook County Procurement Code. Preform Traffic Control Systems, Ltd., was the lowest, responsive and responsible bidder.				
<b>Sponsors:</b>					
<b>Indexes:</b>	JENNIFER (SIS) KILLEN, Superintendent, Department of Transportation and Highways				
<b>Code sections:</b>					

**Attachments:**

Date	Ver.	Action By	Action	Result
5/15/2025	1	Board of Commissioners	approve	Pass
5/14/2025	1	Transportation Committee	recommend for approval	Pass
4/10/2025	1	Board of Commissioners	refer	Pass

**EXHIBIT IX**

**Minority-Owned Business Enterprise and Women-Owned Business Enterprise Utilization Plan**



**COOK COUNTY**  
**OFFICE OF THE**  
**Chief Procurement**  
**Officer**

161 N. Clark  
Suite 2300  
Chicago, Illinois 60601

Date: March 25, 2025

TO: Raffi Sarrafian, Chief Procurement Officer  
Office of the Chief Procurement Officer

FROM: Jeanetta Cardine  
Jeanetta Cardine, Deputy Director  
Compliance Center of Excellence  
Center of Business Enterprise Development

RE: Contract No. 2457-10010  
Pavement Markings Maintenance Countywide 2025-2028  
Department of Transportation and Highways  
Competitive Bid: Goods and Services  
Contractor: Perform Traffic Control Systems, Ltd.  
Original Contract Value: \$7,754,590.00  
Original Contract Term: 5/29/2025 – 5/28/2028  
Participation Goal: 12.5% MBE, 10% WBE

---

The Center of Business Enterprise Development is in receipt of the above-referenced contract and has reviewed this contract for compliance with the Minority and Women owned Business Enterprises (MBE/WBE) Ordinance. After careful review of our records as reported by the vendor, it has been determined the vendor is in compliance with the MBE/WBE Ordinance.

**Utilization Plan – Original Award (Based on contract value of \$7,754,590.00)**

<u>Subcontractor</u>	<u>MWBE Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Mack Construction Services	MBE-AAPI-F	City of Chicago	1%
Marking Specialists Corp.	MBE-HA-M	City of Chicago	11.5%
Rae Products and Chemicals	WBE-C-F	Cook County	10%
<b>Total: 12.5% MBE, 10% WBE</b>			

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract amendment.

JC/mk

CC: Kevin Fair, (OCPO)  
Brian Roberts, (DOTH)

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance))

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: MACK Construction Services, LLC

Address: 3628 Hamilton Ave., Chicago, IL 60618

E-mail: nscarreon@mackcs.com

Contact Person: Nancy Carreon Phone: (773) 525-341

Dollar Amount Participation: \$ 87,427.00 Estimated (3 Years)

Percent Amount of Participation: 1% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: Marking Specialists Corporation

Address: 114 High Road - Unit 1, Cary, IL 60013

E-mail: estimating@markingspecialists.net

Contact Person: Rob Buerer Phone: (847) 462-0799

Dollar Amount Participation: \$ 1,139,740.00 Estimated (3 Years)

Percent Amount of Participation: 11.50% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

Attach additional sheets as needed.

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at [www.cookcountylil.gov/contractcompliance](http://www.cookcountylil.gov/contractcompliance))

Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

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

MBE/WBE Firm: RAE Products and Chemicals Corporation

Address: 11638 South Mayfield Ave., Alsip, IL 60803

E-mail: donna@raeproducts.net

Contact Person: Donna Gruenberg Phone: (708) 396-1984

Dollar Amount Participation: \$ 874,270.00 Estimated (3 Years)

Percent Amount of Participation: 10% %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Current Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: \_\_\_\_\_

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

\*Letter of Intent attached? Yes \_\_\_\_\_

\*Current Letter of Certification attached? Yes \_\_\_\_\_

Attach additional sheets as needed.

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

**MBE/WBE LETTER OF INTENT - FORM 2**M/WBE Firm: MACK Construction Services, LLCCertifying Agency: City of Chicago (MBE)Contact Person: Nancy CarreonCertification Expiration Date: January 15, 2027Address: 3628 N. Hamilton Ave.Ethnicity: Asian AmericanCity/State: Chicago, IL Zip: 60618Bid/Proposal/Contract #: 2457-10010Phone: (773) 525-3411 Fax: (773) 525-3411FEIN #: 27-0386993Email: nscarreon@mackcs.comParticipation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

 No  Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (*If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets*)

Supply pavement marking paint

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

\$87,427.00 Estimated | 1% | Net 30 (Total of 3 Years)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

N.S. Carreon

Signature (M/WBE)

Graham Schwartz

Signature (Prime Bidder/Proposer)

Nancy Carreon

Graham Schwartz

Print Name

Print Name

MACK Construction Services, LLC

Preform Traffic Control Systems, Ltd.

Firm Name

Firm Name

19 February 2025

February 19, 2025

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this 19 day of February, 2025.this 19 day of February, 2025.

Notary Public

Nancy Carreon

Notary Public

Jennifer Hide JacksonMAUREEN K FORD  
Official Seal

SEAL

Notary Public - State of Illinois  
My Commission Expires Dec 30, 2026OFFICIAL SEAL  
JENNIFER HIDE JACKSON  
Notary Public, State of Illinois  
Commission No. 998660  
My Commission Expires  
October 17, 2028

SEAL



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

FEB - 4 2022

Nancy Carreon  
Mack Construction Services LLC  
3628 N. Hamilton Ave.  
Chicago, Illinois 60618

Dear Ms. Carreon:

We are pleased to inform you that **Mack Construction Services, LLC** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **1/15/2027**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, 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 **1/15/2023, 1/15/2024, 1/15/2025 and 1/15/2026**. 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 **1/15/2027**. 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 **11/15/2026**.

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/WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

QWW

- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754)**.

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

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

**NAICS Code(s):**

**238320 – Painting and Wall Covering Contractors**

**238990 – All Other Specialty Trade Contractors (Fencing, Sandblasting)**

**423320 – Brick, Stone, and Related Construction Material (Gravel, Construction, Merchant Wholesalers; Sand (Except Industrial) Merchant Wholesalers)**

**423330 – Roofing, Siding, and Insulation Material Merchant Wholesalers**

**423390 – Architectural Metalwork Wholesalers; Fencing and Fencing Accessories**

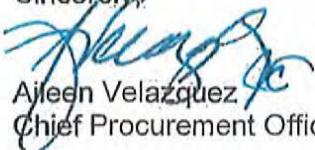
**424950 – Paint, Varnish, and Supplies Merchant Wholesalers**

**541310 – Architectural Services**

Your firm's participation on City contracts will be credited only toward **MBE/WBE** 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Aileen Velazquez  
Chief Procurement Officer

AV/cm

[Print](#)**Business & Contact Information**

BUSINESS NAME	<b>MACK Construction Services, LLC</b>
OWNER	Ms. Nancy Carreon
ADDRESS	3628 N. Hamilton Ave. Chicago, IL 60618 <a href="#">[map]</a>
PHONE	773-525-3411
FAX	773-525-3411
EMAIL	<a href="mailto:info@mackcs.com">info@mackcs.com</a>
WEBSITE	<a href="http://www.mackcs.com">http://www.mackcs.com</a>
ETHNICITY	Asian American

**Certification Information**

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
CERTIFICATION DATE	1/30/2024
RENEWAL DATE	2/15/2025
EXPIRATION DATE	1/15/2027
CERTIFIED BUSINESS DESCRIPTION	NAICS 238320 Painting and Wall Covering Contractors NAICS 238990 All Other Specialty Trade Contractors NAICS 423320 Brick, Stone, and Related Construction Material Merchant Wholesalers NAICS 423320 Gravel, construction, merchant wholesalers NAICS 423320 Sand (except industrial) merchant wholesalers NAICS 423330 Roofing, Siding, and Insulation Material Merchant Wholesalers NAICS 423390 Other Construction Material Merchant Wholesalers NAICS 424950 Paint, Varnish, and Supplies Merchant Wholesalers NAICS 424990 Other Miscellaneous Nondurable Goods Merchant Wholesalers NAICS 541330 Construction engineering services

**Commodity Codes**

Code	Description
NAICS 238320	Painting and Wall Covering Contractors
NAICS 238990	All Other Specialty Trade Contractors
NAICS 423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
NAICS 423320	Gravel, construction, merchant wholesalers
NAICS 423320	Sand (except industrial) merchant wholesalers
NAICS 423330	Roofing, Siding, and Insulation Material Merchant Wholesalers
NAICS 423390	Other Construction Material Merchant Wholesalers
NAICS 424950	Paint, Varnish, and Supplies Merchant Wholesalers
NAICS 424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers
NAICS 541330	Construction engineering services

## Additional Information

WARD	47
COMMUNITY AREA	5 North Center
QUALIFIED INVESTMENT AREA	No

This profile was generated on 1/24/2025

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: MARKING SPECIALISTS CORPORATION  
 Contact Person: ROB BUERER  
 Address: 114 HIGH ROAD, UNIT 1  
 City/State: CARY/IL Zip: 60013  
 Phone: 847-462-0799 Fax: 847-462-0929  
 Email: ESTIMATING@MARKINGSPECIALISTS.NET

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

**INSTALLATION OF PAVEMENT MARKINGS**

LINE ITEMS 7, 8, 9, 12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\$1,139,740.00, 11.5%, NET 30 (3 YEAR ESTIMATED)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Robert W. Buerer  
 Signature (M/WBE)

**ROBERT W. BUERER**

Print Name

**MARKING SPECIALISTS CORPORATION**

Firm Name

2/12/2025

Date

Subscribed and sworn before me

this 12<sup>th</sup> day of FEBRUARY, 2025.

Notary Public Judith M. Menard

**OFFICIAL SEAL**

JUDITH M MENARD

Notary Public, State of Illinois

Commission No. 921776

My Commission Expires December 06, 2028

SEAL

Certifying Agency: CITY OF CHICAGO

Certification Expiration Date: 9/1/2025

Ethnicity: HISPANIC

Bid/Proposal/Contract #: 2457-10010

FEIN #: 36-3215385

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No  Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

**INSTALLATION OF PAVEMENT MARKINGS**

LINE ITEMS 7, 8, 9, 12

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\$1,139,740.00, 11.5%, NET 30 (3 YEAR ESTIMATED)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Graham Schwartz  
 Signature (Prime Bidder/Proposer)

**Graham Schwartz**

Print Name

**Preform Traffic Control Systems, Ltd.**

Firm Name

February 19, 2025

Date

Subscribed and sworn before me

this 19<sup>th</sup> day of February, 2025.

Notary Public Jennifer H. Jackson

**OFFICIAL SEAL**

JENNIFER HIDE JACKSON

Notary Public, State of Illinois

Commission No. 998660

My Commission Expires

October 17, 2028



CITY OF CHICAGO

DEPARTMENT OF PROCUREMENT SERVICES

NOV - 8 2023

Alfredo Zavala  
Marking Specialists Corporation  
555 Sundown Rd.  
South Elgin, IL 60177

RE: CONTINUATION OF CERTIFICATION

Dear Mr. Zavala:

We are pleased to inform you that **Marking Specialists Corporation** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This recertification is a continuation of your previous certification which expired September 1, 2023 and will remain effective for as long as your firm continues to meet all certification eligibility requirements and is contingent upon the firm affirming its eligibility by filing an **annual No-Change Affidavit** each year. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 calendar days before your annual anniversary date of September 1<sup>st</sup>**.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification, you must file an **annual No-Change Affidavit 60 calendar days before your anniversary date of September 1<sup>st</sup>**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the anniversary date for timely processing. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

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.

You shall be deemed to have had your certification lapse and will be ineligible to participate as an **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change.

You have an obligation to cooperate with the City with any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754)**.

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

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

**NAICS Code(s):**

**237310 – Airport Runway Line Painting (e.g. Striping); Highway Line Painting; Painting Lines on Highways, Streets & Bridges; Painting Traffic Lanes or Parking Lots; Parking Lot Marking and Line Painting; Traffic Lane Painting**

Your firm's participation on City contracts will be credited only toward **MBE** 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, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Tammi Morgan  
Contracting Equity Officer

TM/fn



**Certified Profile****CLOSE WINDOW** [Print](#)**Business & Contact Information**

BUSINESS NAME	<b>Marking Specialists Corporation</b>
OWNER	<b>Mr. Alfredo Zavala</b>
ADDRESS	<b>555 Sundown Road South Elgin, IL 60177</b> <a href="#">[map]</a>
PHONE	<b>847-462-0695</b>
FAX	<b>847-462-0929</b>
EMAIL	<b><a href="mailto:rob@markingspecialists.net">rob@markingspecialists.net</a></b>
ETHNICITY	<b>Hispanic/Latino</b>

**Certification Information**

CERTIFYING AGENCY	<b>City of Chicago</b>
CERTIFICATION TYPE	<b>MBE - Minority Business Enterprise</b>
CERTIFICATION DATE	<b>2/4/2025</b>
RENEWAL DATE	<b>9/1/2025</b>
EXPIRATION DATE	<b>9/1/2025</b>
CERTIFIED BUSINESS DESCRIPTION	<b>237310 Airport runway line painting (e.g., striping) 237310 Highway line painting 237310 Painting lines on highways, streets and bridges 237310 Painting traffic lanes or parking lots 237310 Parking lot marking and line painting 237310 Traffic lane painting</b>

**Commodity Codes**

Code	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

## Additional Information

WARD	N/A
COMMUNITY AREA	N/A
QUALIFIED INVESTMENT AREA	N/A

This profile was generated on 2/13/2025

MBE/WBE LETTER OF INTENT - FORM 2M/WBE Firm: RAE Products and Chemicals CorporationCertifying Agency: Cook County (WBE)Contact Person: Samantha MorekCertification Expiration Date: August 19, 2025Address: 11638 South MayfieldEthnicity: Caucasian (Female)City/State: Alsip, IL Zip: 60803Bid/Proposal/Contract #: 2457-10010Phone: (708) 396-1984 Fax: (708) 396-2332FEIN #: 36-3895651Email: sam@raeproducts.netParticipation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

 No  Yes – Please attach explanation. Proposed Subcontractor(s): \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Supply pavement marking paint and glass beads

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

\$874,270.00 Estimated | 10% | Net 30 (Total 3 Years)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Samantha Morek  
Signature (M/WBE)Samantha Morek

Print Name

RAE Products and Chemicals Corporation

Firm Name

2-14-2025

Date

Subscribed and sworn before me

this 14<sup>th</sup> day of February 2025

Notary Public

  
**KEL D MOREK**  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 MY COMMISSION EXPIRES: 8/25/2025

Graham Schwartz  
Signature (Prime Bidder/Proposer)Graham Schwartz

Print Name

Preform Traffic Control Systems, Ltd.

Firm Name

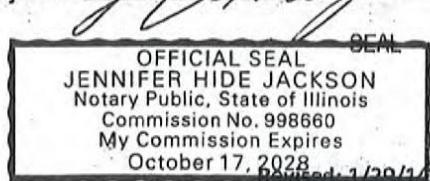
February 19, 2025

Date

Subscribed and sworn before me

this 19 day of February, 2025

Notary Public

  
**JENNIFER HIDE JACKSON**  
 Notary Public, State of Illinois  
 Commission No. 998660  
 My Commission Expires  
 October 17, 2028



**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

TARA STAMPS

1st District

VACANT  
2nd District

BILL LOWRY  
3rd District

STANLEY MOORE  
4th District

MONICA GORDON  
5th District

DONNA MILLER  
6th District

ALMA E. ANAYA  
7th District

ANTHONY J. QUEZADA  
8th District

MAGGIE TREVOR  
9th District

BRIDGET GAINER  
10th District

JOHN P. DALEY  
11th District

BRIDGET DÉGNEN  
12th District

JOSINA MORITA  
13th District

SCOTT R. BRITTON  
14th District

KEVIN B. MORRISON  
15th District

FRANK J. AGUILAR  
16th District

SEAN M. MORRISON  
17th District

OFFICE OF CONTRACT COMPLIANCE

**Nicole Mandeville**

DIRECTOR

161 N. Clark Street, Suite 2300 • Chicago, Illinois 60601 • (312) 603-5502

October 8, 2024

Donna Gruenberg, President  
RAE Products and Chemicals Corporation  
11638 South Mayfield Avenue  
Alsip, IL 60803

**Annual Certification Renewal:**

**August 19, 2025**

Dear Ms. Gruenberg:

Congratulations on your continued eligibility for Certification as a **Women-owned Business Enterprise ("WBE")**, by Cook County Government.

As a condition of continued Certification, you must file a **No Change Affidavit** within **ninety (90) calendar days prior** to the date of the annual renewal, **August 19th**. Failure to file this affidavit may result in the termination of your Certification. In addition, you must notify Cook County's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **ten (10) calendar days** of change.

Cook County Government may commence action to remove your firm as a certified 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 commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**NAICS CODES:**

**339940 – Stencils For Painting and Marking (e.g., cardboard, metal)**

**423840 – Industrial Supplies Merchant Wholesalers**

**424690 – Industrial Chemicals Merchant Wholesalers**

**424950 – Paint Rollers Merchant Wholesalers; Paint, Varnish and Supplies Merchant Wholesalers; Painter's Supplies (except artists', turpentine) Merchant Wholesalers; Spray Painting Equipment (except industrial-type) Merchant Wholesalers**

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran, and Persons with Disabilities Business Enterprise Programs.

Sincerely,

*Desiree M. Otkins*

Desiree M. Otkins, EMBA  
Deputy Director, Contract Compliance

DMO/r1

[Print](#)**Business & Contact Information**

BUSINESS NAME	<b>RAE Products And Chemicals Corporation</b>
OWNER	Mrs. Donna Gruenberg
ADDRESS	11638 South Mayfield Avenue Alsip, IL 60803-2816 <a href="#">[map]</a>
PHONE	708-396-1984
FAX	708-396-2332
EMAIL	<a href="mailto:donna@raeproducts.net">donna@raeproducts.net</a>
WEBSITE	<a href="http://https://www.raepaint.com/Default.aspxraepaint.com">http://https://www.raepaint.com/Default.aspxraepaint.com</a>
ETHNICITY	Caucasian

**Certification Information**

CERTIFYING AGENCY	Cook County
CERTIFICATION TYPE	WBE - Women Business Enterprise
CERTIFICATION DATE	10/8/2024
RENEWAL DATE	8/19/2025
EXPIRATION DATE	8/19/2025
CERTIFIED BUSINESS DESCRIPTION	Distributor: Commercial and Industrial Paint; Pavement Marking Coatings; Various Tapes; Thermoplastic; Painting Equipment; Stencils and related Supplies

**Commodity Codes**

Code	Description
NAICS 339940	Stencils for painting and marking (e.g., cardboard, metal) manufacturing
NAICS 423840	Industrial Supplies Merchant Wholesalers
NAICS 424690	Industrial chemicals merchant wholesalers
NAICS 424950	Paint rollers merchant wholesalers
NAICS 424950	Paint, Varnish, and Supplies Merchant Wholesalers
NAICS 424950	Painter's supplies (except artists', turpentine) merchant wholesalers
NAICS 424950	Spray painting equipment (except Industrial-type) merchant wholesalers

**Additional Information**

This profile was generated on 1/24/2025

**PETITION FOR PARTIAL OR FULL WAIVER – FORM 3**

**Bidder/Proposer:** \_\_\_\_\_

**Contract No./Title:** \_\_\_\_\_

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

FULL MBE WAIVER

PARTIAL MBE WAIVER

FULL WBE WAIVER

PARTIAL WBE WAIVER

FULL DBE WAIVER

PARTIAL DBE WAIVER

**B. REASON FOR PARTIAL/FULL WAIVER REQUEST:**

Bidder/Proposer shall check each item applicable to its overall reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract.
- (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.
- (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.
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms.

**GOOD FAITH EFFORT TRANSPARENCY REPORT**

**C. GOOD FAITH EFFORTS TO OBTAIN PARTICIPATION (attach sheets as necessary as Schedule 1)**

Bidder/Proposer shall explain and detail the following Good Faith Efforts undertook to meet Cook County's contract specific goals.

1. Please attach to this form a detailed list of any and all PCEs, stating the PCE certification (MBE and/or WBE as defined by the Cook County Municipal Code) and with whom from the contacted PCEs the Bidder/Proposer engaged, contacted, and/or communicated with in the County's Market Place;

Timelines:

- a. When the Bidder/Proposer knew of the bid;  
b. When the Bidder/Proposer contacted the PCE(s);  
c. When the Bidder/Proposer formulated its bid and utilization plan; and  
d. When was the bid request due date.
2. The number of timely attempts to contact PCEs providing the type of supplies, equipment, goods, and/or services required for the Procurement, including but not limited to;
  - a. Dates of each contact attempt for each contacted PCE;
  - b. Whom, if anyone, the Bidder/Proposer communicated and/or corresponded (including written, virtual, digital, electronic, and other feasible methods of communication);
  - c. The number of unsuccessful attempts to communicate or correspond with PCEs; and
  - d. Attach copies of all solicitations to contacted PCEs.
3. How the Bidder/Proposer proposed to divide the procurement requirements into small tasks and/or quantities into economically feasible units to promote PCE participation.
4. Whether and to what degree the requesting party will endeavor to maximize indirect participation.
5. Detailed explanation of use, if any, of the Office of Contract and Compliance services and staff.
6. Detailed explanation of timely notification and usage of services and assistance provided by community, minority, and/or women business organizations.
7. Attach any other documentation relative to Good Faith Efforts in complying with MBE and WBE participation.

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing below, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and Cook County's Office of Contract Compliance reserves the right to pursue additional actions and/or remedies against the requesting Bidder/Proposer.

---

Signature and Title of Bidder/Proposer

Title

Date

**EXHIBIT X**

**Certificate of Insurance**

A certificate of insurance is not required to be submitted with the Bid. The apparent low Bidder shall provide a certificate of insurance that meets the required insurance and amounts of coverage, when requested by the County. Failure to provide a certificate of insurance meeting the required coverages and amounts of coverages may result in the Bidder being removed from consideration for award.



## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 2850 Golf Rd Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Megan Hackett	
	<b>PHONE (A/C, No, Ext):</b> 630-468-5408	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> Megan_Hackett@ajg.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Arch Insurance Company	11150
<b>INSURED</b> Preform Traffic Control Systems, Ltd. 625 Richard Lane Elk Grove Village IL 60007	<b>INSURER B:</b> RSUI Indemnity Company	22314
	<b>INSURER C:</b> Markel American Insurance Company	28932
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 358922531

**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			ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			Y	41PKG2030601	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 1,000,000					
	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
								MED EXP (Any one person)	\$ 15,000					
								PERSONAL & ADV INJURY	\$ 1,000,000					
								GENERAL AGGREGATE	\$ 2,000,000					
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000					
	OTHER:								\$					
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000					
	<input checked="" type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$					
	<input type="checkbox"/> OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$					
A	<input checked="" type="checkbox"/> HIRED AUTOS ONLY		<input checked="" type="checkbox"/> X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$					
									\$					
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> X	OCCUR	Y	41UFP2030601	4/1/2025	4/1/2026	EACH OCCURRENCE	\$ 3,000,000					
	EXCESS LIAB		CLAIMS-MADE					AGGREGATE	\$ 3,000,000					
	DED		RETENTION \$ 0						\$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH- ER					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N	N / A	41WCI2030601	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> E.L. EACH ACCIDENT	<input type="checkbox"/> \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below									<input checked="" type="checkbox"/> E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
										<input checked="" type="checkbox"/> E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
B C	Excess Liability Excess Liability				NHA605598 MKLM3EUE101442		4/1/2025 4/1/2025	4/1/2026 4/1/2026	Limit Limit	\$ 2,000,000 \$ 5,000,000				

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: PAVEMENT MARKINGS COUNTYWIDE 2022-2025 FOR DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, SECTION NO. 25-8MARK-00-GM;  
COOK COUNTY CONTRACT NO 2115-11193

Cook County, its officials, employees and agents are shown as Additional Insureds solely with respect to General Liability coverage as evidenced herein on a Primary/Non-Contributory basis and Auto Liability coverage as required by written contract with respect to work performed by the Named Insured. Waiver of Subrogation applies to Additional insureds, as respects General Liability, Auto Liability and Workers Compensation coverages as evidenced herein as required by written contract.  
Umbrella Follows Form.

## CERTIFICATE HOLDER

## CANCELLATION

**BIDDING PURPOSES ONLY**

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**

Jeffrey S. Turner

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1)** The additional insured is a Named Insured under such other insurance; and

- (2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	

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

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

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

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

However:

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

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

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

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

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

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

- 1. Required by the contract or agreement; or**

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.

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

**CG 20 10 10 01**

© ISO Properties, Inc., 2000

**Page 1 of 2**

- A. **Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

## **2. Exclusions**

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	

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

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

However:

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

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

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

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

whichever is less.

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

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.

**Location And Description of Completed Operations:**

**Additional Premium:**

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

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT.	

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

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS  
PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH  
CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41PKG2030601

Named Insured: PREFORM TRAFFIC CONTROL SYSTEM LTD

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 4 / 1 / 2025

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

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

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

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

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

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

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

## **LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** PREFORM TRAFFIC CONTROL SYSTEM LTD

**Endorsement Effective Date:** 04/01/2025

### **SCHEDULE**

<b>Insurance Company:</b> ARCH INSURANCE COMPANY	
<b>Policy Number:</b> 41PKG2030601	<b>Effective Date:</b> 04/01/2025
<b>Expiration Date:</b> 04/01/2026	
<b>Named Insured:</b> PREFORM TRAFFIC CONTROL SYSTEM LTD	
<b>Address:</b> 625 RICHARD LANE ELK GROVE VILLAGE	IL 60007-2505
<b>Additional Insured (Lessor):</b> Address:	ANY PERSON OR ORGANIZATION WHERE REQUIRED IN A WRITTEN CONTRACT THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.
<b>Designation Or Description Of "Leased Autos":</b>	ANY LEASED AUTO AS DEFINED IN E. ADDITIONAL DEFINITION BELOW.

Coverages	Limit Of Insurance Or Deductible	
<b>Covered Autos Liability</b>	\$1,000,000	Each "Accident"
<b>Comprehensive</b>	\$2,500	Deductible For Each Covered "Leased Auto"
<b>Collision</b>	\$2,500	Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>		Deductible For Each Covered "Leased Auto"

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

#### A. Coverage

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

#### B. Loss Payable Clause

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

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

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

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

#### E. Additional Definition

As used in this endorsement:

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

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

**Named Insured:** PREFORM TRAFFIC CONTROL SYSTEM LTD

**Endorsement Effective Date:** 04-01-2025

### **SCHEDULE**

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

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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**POLICY NUMBER: 41WCI2030601****WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

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

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

**Schedule**

**ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO  
RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN  
CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE  
OF LOSS.**

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 04/01/2025

Policy No. 41WCI2030601

Endorsement No.

Insured PREFORM TRAFFIC CONTROL SYSTEM LTD

Premium INCL.

Insurance Company ARCH INSURANCE COMPANY

DATE OF ISSUE:

Countersigned By \_\_\_\_\_

Coverages	Limit Of Insurance Or Deductible	
<b>Covered Autos Liability</b>	\$ 1,000,000	Each "Accident"
Comprehensive	\$ 2,500	Deductible For Each Covered "Leased Auto"
Collision	\$ 2,500	Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	\$	Deductible For Each Covered "Leased Auto"

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

#### A. Coverage

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

#### B. Loss Payable Clause

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

2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

#### C. Cancellation

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

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

#### E. Additional Definition

As used in this endorsement:

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

**EXHIBIT XI**

**Addenda Acknowledgment Form (If Applicable)**



**COOK COUNTY**  
**OFFICE OF THE CHIEF PROCUREMENT OFFICER**  
69 West Washington, Suite 3000  
Chicago, Illinois 60602  
(312) 603-5370

**ADDENDA ACKNOWLEDGEMENT FORM**

**IMPORTANT NOTICE:** Bidders shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its Bid. Failure to acknowledge receipt of any addenda issued and submittal of this form may render the Bid non-responsive.

Bid No.: Preform Traffic Control Systems, Ltd.

Project Name: Pavement Markings Maintenance Countywide 2025-2028

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5
- Other: \_\_\_\_\_
- N/A (No Addenda Issued)

Signature: Graham Schwartz Date: 02/19/2025

Name: Graham Schwartz Title: President

Company: Preform Traffic Control Systems, Ltd.

Address: 625 Richard Lane, Elk Grove, IL 60007

**EXHIBIT XII**

**Bid Page**

Bidders shall enter their bid pricing directly into Bonfire. See Exhibit I for instructions.

#### **2025-2028 Pavement Marking Maintenance Countywide**

The Bidder declares that it has carefully examined the Advertisement for Bids, the Instruction to Bidders, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 2457-10010 for Pavement Marking Maintenance Countywide for the Cook County Department of Transportation and Highways, 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 rights to plead any misunderstanding regarding the same.Â

In the event that there is a mathematical error between the "Unit Price" and "Extended Total", the Unit Price will prevail. Items will be ordered in various quantities on an as-needed basis. The contract value may exceed your bid price. All unit prices to be entered to the nearest cent (\$0.01) with **exactly** two decimal places entered into the SOP spreadsheet and shown for each unit price. Quantities are estimated and are for bidding purposes only. The quantities shown below represent the total estimated quantities for the entire three-year contract (i.e., they are not shown as annual amounts).

**EXHIBIT XIII**

**Economic Disclosure Statement Forms, *including Contract and EDS Signature Pages***

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

*Lobbyist* means any person who lobbies.

*Person* or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyl.gov/ethics-board-of](http://cookcountyl.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

## SECTION 2

CERTIFICATIONS

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

**B. BID-RIGGING OR BID ROTATING**

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

**C. DRUG FREE WORKPLACE ACT**

**THE APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

## SECTION 3

REQUIRED DISCLOSURES

## 1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name  Address  
NONE

---

---

## 2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

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

Yes:  No:

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

625 RICHARD LANE

---

ELK GROVE, IL 60007

---

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

Yes:  No:

## 3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b)  The Applicant owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

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 Applicant certified to all Certifications and other statements contained in this EDS.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

This Statement is being made by the  Applicant or  Stock/Ben  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. FEIN # Only: 36-2353823

Street Address: 625 Richard Lane

City: Elk Grove State: IL Zip Code: 60007

Phone No.: (847) 718-0041 Fax Number: (847) 718-0049 Email: m.day@preformtraffic.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): D-4257-125-3

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Graham Schwartz   10 N. Main St. - Apt 202, Mt. Prospect, IL 60056		100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Graham Schwartz   10 N. Main St. - Apt 202, Mt. Prospect, IL 60056		President/Director	Renewed Annually
Michael J. Carey   10443 S. Bell Ave., Chicago, IL 60643		Secretary/Treasurer/Director	Renewed Annually
Timothy M. Campion   905 S. White Willow Bay, Palatine, IL 60067		Director	Renewed Annually

**Declaration (check the applicable box):**

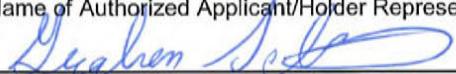
I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Graham Schwartz

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



Signature

m.day@preformtraffic.com

E-mail address

Subscribed to and sworn before me  
this 19th day of February, 2025.

  
x \_\_\_\_\_

Notary Public Signature

President

February 19, 2025

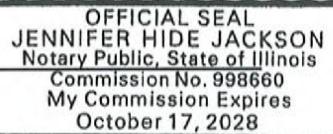
Date

(847) 718-0041

Phone Number

My commission expires: 10/17/2028

Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- Parent
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew

- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law

- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepbrother
- Stepsister
- Halfbrother
- Halfsister

**COOK COUNTY BOARD OF ETHICS**  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

**A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY**

Name of Person Doing Business with the County: Preform Traffic Control Systems, Ltd.

Address of Person Doing Business with the County: 625 Richard Lane | Elk Grove | IL | 60007

Phone number of Person Doing Business with the County: (847) 718-0041

Email address of Person Doing Business with the County: m.day@preformtraffic.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Graham Schwartz, President | (P) 847-718-0041 | (F) 847-718-0049 | m.day@preformtraffic.com

**B. DESCRIPTION OF BUSINESS WITH THE COUNTY**

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 2457-10010

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 7,754,590.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kevin Fair, Senior Contract Manager | Cook County Building

Office of the Chief Procurement Officer | (312) 603-7532 | Kevin.Fair@cookcountylil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Marcelino Hernandez, Construction Project Coordinator | Cook County

DOTH Construction Bureau | (312) 603-1622 | marcelino.hernandez@cookcountylil.gov

**C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS**

*Check the box that applies and provide related information where needed*

- The Person Doing Business with the County is **an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.
- The Person Doing Business with the County is **a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS**  
**FAMILIAL RELATIONSHIP DISCLOSURE FORM**

The Person Doing Business with the County is an **individual** and there is a **familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. The **familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

The Person Doing Business with the County is a **business entity** and there is a **familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. The **familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

  
Signature of Recipient

Graham Schwartz, President

February 19, 2025  
Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
Office (312) 603-4304 – Fax (312) 603-9988  
CookCounty.Ethics@cookcountyl.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

## SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

**"Contract"** means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

***"Procurement"*** means obtaining supplies, equipment, goods, or services of any kind.

**"Substantial Owner"** means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

#### I. Contract Information:

Contract Number: 2457-10010

## County Using Agency (requesting Procurement): **Transportation and Highways**

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Preform Traffic Control Systems, Ltd.

Substantial Owner Complete Name: Graham Schwartz

FEIN-Nr. 36-2353823

Date of Birth: [REDACTED]

E-mail address: m.day@preformtraffic.com

Street Address: 625 Richard Lane

State: IL Zip: 60007

Home Phone:

### III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No                    *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

No                    *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

No                    *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*

No                    *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*

No                    *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

No                    *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction **NOT APPLICABLE**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO

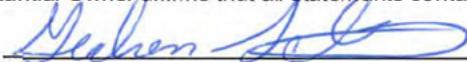
Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO

Other factors that the Person or Substantial Owner believe are relevant. YES or NO

*The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.*

V. **Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: 

Date: February 19, 2025

Name of Person signing (Print): Graham Schwartz Title: President

Subscribed and sworn to before me this 19th day of February, 2025

X   
Notary Public Signature

Notary Seal

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

OFFICIAL SEAL  
JENNIFER HIDE JACKSON  
Notary Public, State of Illinois  
Commission No. 998660  
My Commission Expires  
October 17, 2028

## SECTION 5

## CONTRACT AND EDS EXECUTION PAGE

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

## Execution by Corporation

Preform Traffic Control Systems, Ltd.

Corporation's Name

(847) 718-0041

Telephone

Secretary Signature

Michael J. Carey

President's Printed Name and Signature

Graham Schwartz

m.day@preformtraffic.com

Email

2/19/25

Date

## Execution by LLC

LLC Name

\*Member/Manager Printed Name and Signature

Date

Telephone and Email

## Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

\*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

## Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

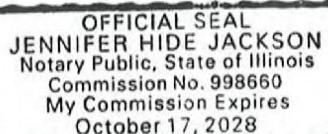
Subscribed and sworn to before me this

19th day of February, 2025.

My commission expires: 10/17/2028

Notary Public Signature

Notary Seal



\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

**SECTION 6  
COOK COUNTY SIGNATURE PAGE**

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS  
HEREBY EXECUTED BY:

Raffi Sarrafiān

Digitally signed by Raffi Sarrafian  
Date: 2025.06.23 14:19:01  
-05'00'

Cook County Chief Procurement Officer

Date

APPROVED AS TO FORM:

James Beligratis

Assistant State's Attorney  
(Required on contracts over \$1,000,000)

6/3/2025

**CONTRACT TERM & AMOUNT**

2457-10010

**Contract #**

June 1, 2025 through May 31, 2028

### Original Contract Term

#### Renewal Options (If Applicable)

\$7,754,590.00

### Contract Amount

May 15, 2025

Cook County Board Approval Date (If Applicable)

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

MAY 15 2025

COM

**EXHIBIT XIV**

**IDOT Prequalification Certificate**



**Illinois Department  
of Transportation**

# **Certificate of Eligibility**

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

Contractor No 4858

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

\$48,223,000.00

27A PAVT. MARKING (PAINT)	\$15,500,000
---------------------------	--------------

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 4/15/2024 TO 4/30/2025 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 4/16/2024.



A handwritten signature in black ink, appearing to read "Yolanda".

Engineer of Construction



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

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	Accumulated Totals
Contract Number	2115-11193	2024 Pavement Marking	2024 Pavement Marking	221394 WO#4	24-00000-01-GM	
Contract With	Cook County DOTh	Village of Hoffman Estates	Village of Mount Prospect	Turner Paschen AP II	Will County DOT	
Estimated Completion Date	4/6/2025	11/30/2025	8/7/2025	12/31/2025	10/31/2025	
Total Contract Price	\$7,745,100.00	\$66,000.00	\$72,919.20	\$1,320,000.00	\$644,308.46	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$322,472.43	\$66,000.00	\$72,919.20	\$0.00	\$644,308.46	\$1,105,700.09
Uncompleted Dollar Value if Firm is the Subcontractor	\$0.00	\$0.00	\$0.00	\$285,446.37	\$0.00	\$285,446.37
Total Value of All Work						\$1,391,146.46

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

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

Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)	\$322,472.43	\$66,000.00	\$72,919.20	\$285,446.37	\$644,308.46	\$1,391,146.46
Other Construction (List)						
Totals	\$322,472.43	\$66,000.00	\$72,919.20	\$285,446.37	\$644,308.46	\$1,391,146.46

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

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	5
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted					

**Notary**

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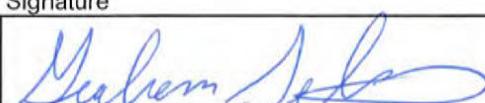
Officer or Director

Graham Schwartz

Title

President

Signature



Date

2/19/2025

Company

Preform Traffic Control Systems, Ltd.

Address

625 Richard Lane

City

Elk Grove

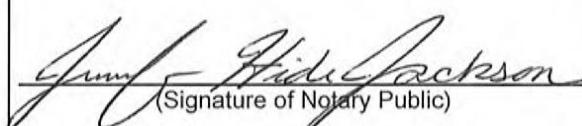
State

IL

Zip Code

60007

Subscribed and sworn to before me  
this 19th day of February, 2025



(Signature of Notary Public)

My commission 10/17/2028

OFFICIAL SEAL  
JENNIFER HIDE JACKSON  
Notary Public, State of Illinois  
Commission No. 998660  
My Commission Expires  
October 17, 2028

(Notary Seal)

Add pages for additional contracts



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

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	6	7	8	9	10	Accumulated Totals
Contract Number	2024 Pavement Marking	540 AA ORD G/L SWAP	2024 Airfield Remarks	515 AA ORD L Stinger 2	6236-003 CDA E TW Improv.	
Contract With	Village of Addison	Rossi Contractors	DuPage Airport Authority	Rossi Contractors	FH Paschen, SN	
Estimated Completion Date	10/31/2025	7/1/2025	10/31/2025	12/31/2025	12/31/2025	
Total Contract Price	\$24,450.75	\$92,829.83	\$89,583.00	\$82,252.09	\$694,506.30	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$24,450.75	\$0.00	\$89,583.00	\$0.00	\$0.00	\$1,219,733.84
Uncompleted Dollar Value if Firm is the Subcontractor	\$0.00	\$31,900.00	\$0.00	\$0.00	\$174,036.43	\$491,382.80
Total Value of All Work						\$1,711,116.64

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

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HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases, Surfaces						
Highway, R.R., Waterway Struc.						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)	\$24,450.75	\$31,900.00	\$89,583.00	\$0.00	\$174,036.43	\$319,970.18
Other Construction (List)						
Totals	\$24,450.75	\$31,900.00	\$89,583.00	\$0.00	\$174,036.43	\$1,711,116.64

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	6	7	8	9	10
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
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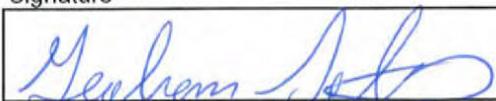
Officer or Director

Graham Schwartz

Title

President

Signature



Date

2/19/2025

Company

Preform Traffic Control Systems, Ltd.

Address

625 Richard Lane

City

Elk Grove

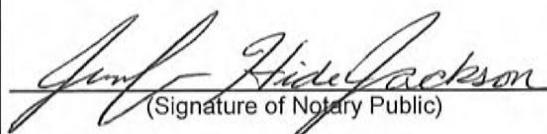
State

IL

Zip Code

60007

Subscribed and sworn to before me  
this 19th day of February, 2025



(Signature of Notary Public)

My commission 10/17/2028

OFFICIAL SEAL  
JENNIFER HIDE JACKSON  
Notary Public, State of Illinois  
Commission No. 998660  
My Commission Expires  
October 17, 2028

(Notary Seal)

Add pages for additional contracts



Bureau of Construction  
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	11	12	13	14	15	Accumulated Totals
Contract Number	2163-006 Spirit Gate Swap					
Contract With	FH Paschen, SN					
Estimated Completion Date	12/31/2025					
Total Contract Price	\$53,600.00	\$0.00	\$0.00	\$0.00	\$0.00	
Uncompleted Dollar Value if Firm is the Prime Contractor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,219,733.84
Uncompleted Dollar Value if Firm is the Subcontractor	\$37,850.80	\$0.00	\$0.00	\$0.00	\$0.00	\$529,233.60
Total Value of All Work						\$1,748,967.44

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Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning, Rotomilling						
Demolition						
Pavement Markings (Paint)	\$37,850.80	\$0.00	\$0.00	\$0.00	\$0.00	\$37,850.80
Other Construction (List)						
<b>Totals</b>	<b>\$37,850.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,748,967.44</b>

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	11	12	13	Awards Pending	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Total Uncompleted					

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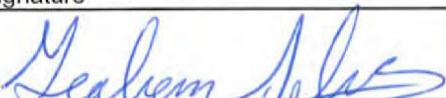
Officer or Director

Graham Schwartz

Title

President

Signature



Date

2/19/2025

Company

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Address

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City

Elk Grove

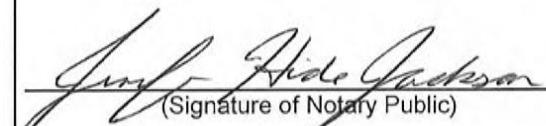
State

IL

Zip Code

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My commission 10/17/2028

OFFICIAL SEAL  
JENNIFER HIDE JACKSON  
Notary Public, State of Illinois  
Commission No. 998660  
My Commission Expires  
October 17, 2028

(Notary Seal)

Add pages for additional contracts

**GROUP EXHIBIT XV**

- 1. Key Employees**
  - 1a. Painters' District Council #14**  
**Prevailing Wage Statement**
- 2. Similar Projects**
- 3. Pavement Marking Trucks/Equipment**

**PREFORM TRAFFIC CONTROL SYSTEMS, LTD.** is a paint pavement marking contractor located at 625 Richard Lane, Elk Grove, IL 60007. Preform has over 60 years of experience in providing paint pavement marking services on state and county highways, local roads & streets, as well as airport runways & taxiways. Below is a list of Preform's experienced key employees; similar paint pavement marking projects completed by Preform; paint pavement marking equipment; and Preform's financial references.

**KEY EMPLOYEES**

The following are key employees of Preform Traffic Control Systems, Ltd. who are all union skilled painters and members in good standing of Painters' District Council Local No. 14. They all have long-term work experience in the application of paint pavement markings on comparable projects located in the Chicagoland area.

<b><u>NAME</u></b>	<b><u>EXPERIENCE</u></b>
Graham Schwartz, President	29 Years
Jose A. Chavez	30 Years
Juan Gonzales Jr.	30 Years
Patrick Neal Gillespie	30 Years
Francisco Espinoza	24 Years
Isidro Bedolla	22 Years
Andrew Housholder	19 Years
Tim Waltz	14 Years
Alberto Espinoza	12 Years
Denise Jones	12 Years
Christopher Day	11 Years
Jacob Wright	10 Years
Edward Medrano	8 Years
Hugo Rojas	8 Years
Kieth Newton	4 Years
Alberto Cabrera	4 Years
Adrian Celis	3 Year
Edgar Cortez	3 Year
Juan Gonzales III	2 Year



INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES  
**PAINTERS' DISTRICT COUNCIL #14**

JOSEPH RINEHART, BUSINESS MANAGER/SECRETARY-TREASURER  
 1456 WEST ADAMS STREET • CHICAGO, ILLINOIS 60607-2897  
 PHONE: 312-421-0046 • FAX: 312-421-7884 • [www.pdc14.com](http://www.pdc14.com)



AFFILIATED WITH THE CHICAGO FEDERATION OF LABOR AND CHICAGO BUILDING TRADES COUNCIL OF THE AMERICAN FEDERATION OF LABOR

**SPECIAL BULLETIN**

Effective June 1, 2024 the \$3.00 per hour increase will be distributed to wages and benefits as follows:

<b>June 1, 2024 to May 31, 2025</b>	<b>New</b>	<b>Amount of</b>
<b>NEW PAINTING CONTRACT</b>	<b>Rate Total</b>	<b>Increase/Deduction</b>
Wages	\$53.05	\$ 1.50
Welfare Fund	15.76	1.00
Pension Fund	13.49	None
Chicago Painters and Decorators		
Retirement Savings Fund	\$2.70	.50
Joint Cooperation	.51	None
JATC	1.86	None
Education & Scholarship	.10	None
***Industry Advancement	.32	.05
<b>TOTAL WAGE &amp; BENEFIT PACKAGE \$87.79 PER HOUR</b>		

**DEDUCTIONS FROM EMPLOYEES WAGES**

DEFERRED SAVINGS \$2.00 PER HOUR (Deducted from Wages)

Dues Check Off 3% of Gross Wages from employees check

**IUPAT ADMINISTRATIVE DUES .10 PER HR (DEDUCT FROM WAGES)**

*IUPAT ADMINISTRATIVE DUES MANDATED IN ACCORDANCE TO THE IUPAT CONSTITUTION ARTICLE 18 SECTION 18*

L.P.C. (Local Political Committee) .05 hourly - Voluntary deduction from Wages

**Market Recovery Rate**

From June 1, 2022 through May 31, 2025 the \$.20 per hour allocation from the Union wage package will go to the Market Recovery Fund and may be allocated or re-allocated by the Union in its sole discretion between wages, welfare and pension.

**Apprentice Pension/School Hours**

From June 1, 2021 through May 31, 2025, which will then expire, the JATC will fund 100% of the first, second and third years apprentice pension contributions including days upon which an apprentice attends classes.

**Employer shall pay Welfare** contributions for all hours worked and on days on which first and second year apprentices attend school. For third year apprentices, the JATC will pay welfare contributions only when third year apprentices attend school. Employers shall fund all work hours.

All other contributions on school hours to the JATC Fund, Industry Advancement Fund, Scholarship Fund, Joint Cooperation Trust Fund and Chicago Painters and Decorators Retirement Savings Fund shall continue to be paid by employers.

**WAGES AND BENEFIT DISTRIBUTION TO BE MADE AT THE DISCRETION OF THE UNION**

General foreman shall be paid two (2) extra hours per day; Foreman shall be paid one (1) extra hour per day; and Sub Foremen shall be paid one-half (1/2) extra hour per day this remains unchanged

\*\*\* (Article 20 Sec 1) during the period June 1, 2024 to May 31, 2027 each Employer shall contribute to the Finishing Contractors Association of Chicago (FCAC) Industry Advancement and Promotional Fund (IAF) .32 cents per hour on employees covered by this agreement in the rate approved by the FCAC and by the Union. If you have questions concerning this increase, please contact the FCAC.



**PREFORM TRAFFIC CONTROL SYSTEMS, LTD.****PROJECTS**

The following is a current list of the location of state, county and local projects where Preform Traffic Control Systems, Ltd. performed the application of paint pavement marking maintenance services on highways and roadways.

---

**• Village of Addison**

---

**Company Address:** One Friendship Plaza  
Addison, IL 60101

**Business Phone:** 630-693-2316

**Contact:** Mark Zimmerman

---

**• Cook County Department of Transportation and Highways**

---

**Company Address:** 69 W Washington St. - Suite 2400  
Chicago, IL 60602

**Business Phone:** 312-603-1622

**Contact:** Marcelino Hernandez

---

**• Elk Grove Village - Public Works**

---

**Company Address:** 600 Landmeier Road  
Elk Grove Village, IL 60007

**Business Phone:** 847-734-8054

**Contact:** John Nicholas

---

**• Village of Hoffman Estates**

---

**Company Address:** 1900 Hassell Road  
Hoffman Estates, IL 60195-2308

**Business Phone:** 847-490-6800

**Contact:** John Kovaka

---

**• IDOT – Cook**

---

**Company Address:** 201 W. Center Court  
Schaumburg, IL 60196-1096

**Business Phone:** 847-438-2300

**Contact:** Pat Kenenakhone

---

**• Village of Justice**

---

**Company Address:** 8748 W. 82nd Place  
Justice, IL 60458

**Business Phone:** 708-458-2961

**Contact:** Joe Cekus

---

**PREFORM TRAFFIC CONTROL SYSTEMS, LTD.**

---

**• Kane County & Townships**

---

**Company Address:** 41W011 Burlington Road  
St. Charles, IL 60175

**Business Phone:** 630-762-2744  
**Contact:** Vincent Rizza

---

**• Kendall County & Townships**

---

**Company Address:** 6780 Route 47  
Yorkville, IL 60560

**Business Phone:** 630-553-9583  
**Contact:** Francis Klaas

---

**• Village of Mt. Prospect - Dept. of Public Works**

---

**Company Address:** 1700 W. Central Road/100 S. Emerson  
Mt. Prospect, IL 60056-2229

**Business Phone:** 847-870-5640  
**Contact:** Scott Moe

---

**• Village of Northbrook**

---

**Company Address:** 655 Huehl Road  
Northbrook, IL 60062-4582

**Business Phone:** 847-272-5050  
**Contact:** Scott Lemke

---

**• City of Rolling Meadows**

---

**Company Address:** 3600 Kirchoff Road  
Rolling Meadows, IL 60008

**Business Phone:** 847-963-0500  
**Contact:** Aaron Grosskopf

---

**• Will County & Townships**

---

**Company Address:** 16841 W. Laraway Road  
Joliet, IL 60433

**Business Phone:** 815-727-8476 x3458  
**Contact:** Paul Dienhart, PE

---

## TRUCKS &amp; EQUIPMENT OWNED BY PREFORM TRAFFIC CONTROL SYSTEMS, LTD.

Make	Model	PTC #	Year	EPA Tier Rule Compliant Level
HONDA	CRV-HYBRID		2022	N/A
HONDA	RIDGELINE	#2	2022	N/A
HONDA	PILOT	#9	2024	N/A
FORD	F450	#5 - CONE TRUCK	2017	N/A
ISUZU	NPRHD	#8 - UTILITY TRUCK	2018	N/A
STERLING	ACTERRA	#10 - STAKEBED	2008	4
NISSAN	UD3300	#15 - AIRPORT TRUCK	2009	4
ISUZU	NPRHD	#20 - UTILITY TRUCK	2024	N/A
STERLING	ACTERRA	#25 - WATER BLASTER	2008	4
AUTOCAR	ACMD42	#30 - CENTERLINER	2022	4
CHEVROLET	F450	#35 - CONE TRUCK	2020	N/A
AUTOCAR	ACMD42	#40 - BALTIMORE	2018	4
ISUZU	NPR-HD	#45 - UTILITY TRUCK	2018	N/A
CHEVROLET	F4500	#50 - UTILITY TRUCK	2023	N/A
PETERBILT	220	#55 - EDGELINER	2016	4
TRAILER	BIG TEX / 12FT-1		2014	N/A
VORTEQ	VTQ3GILU	ATTENUATOR	2013	N/A
VORTEQ	VTQ3GILU	ATTENUATOR	2014	N/A
TRAFFIC DEVICES	TRA SCRPN II	ATTENUATOR	2019	N/A
FORKLIFT	CLARK C250		1994	N/A
FORKLIFT	CLARK C25D		2016	N/A
GRACO	LLV250DC	LINELAZER	2018	N/A
GRACO V 200 HS	V 200HS	LINELAZER #1	2022	N/A
GRACO	130	LINELAZER #2	2022	N/A
GRACO V 200HS	H22B17K583000419	LINELAZER #3	2021	N/A
GRACO IV200HS	IV200HS	LINELAZER #4		N/A
GRACO 5900	5900	LINE LAZER #5		N/A
GRACO V5900	L22B17K581000700	LINELAZER #6		N/A
GRACO V5900	V5900	LINELAZER #7		N/A
GRACO 200	200	LINELAZER #8		N/A
GRACO 5900	D23B17K581000760	LINE LAZER #9		N/A
GRACO 5900	5900	LINELAZER #10		N/A
GRACO 200	L22B17K583000432	LINELAZER #11	2022	N/A
GRACO	H24V17K581000882	LINELAZER #12	2024	N/A
GRACO	H21A262005009855	LINEDRIVER #1	2022	N/A
GRACO	G24A262004004311	LINEDRIVER #2	2024	N/A
GRACO		LINEDRIVER #3	2025	N/A
GRACO	GH 833	GAS HYDRAULIC SPRAYER	2025	N/A
CASE	SV280	SKID STEER LOADER	2019	N/A
KELLYCRESWELL	WALK-BEHIND STRIPER	K8		N/A
KELLYCRESWELL	WALK-BEHIND STRIPER	K9		N/A
KELLYCRESWELL	WALK-BEHIND STRIPER	K10		N/A
KELLYCRESWELL	WALK-BEHIND STRIPER	K11		N/A
KELLYCRESWELL	WALK-BEHIND STRIPER	K12		N/A
KELLYCRESWELL	WALK-BEHIND STRIPER	K13		N/A
SASE-SCARIFIER	SC10E	SF1		N/A
SASE-SCARIFIER	SC10E	SF2		N/A
SASE-SCARIFIER	SC10E	SF3		N/A
SASE-SCARIFIER	SC8E	SF5	2022	
SASE-SCARIFIER	ES20B	SF6		N/A
SASE-SCARIFIER	FR200	SF7		N/A
SASE-SCARIFIER	VA255S	SF8		N/A
SCARIFIER	POLY PLANER 600	STRIPE REMOVEL	2018	N/A
NLB	20275FDB-1	20K WATER PUMP	2009	N/A
COMPRESSOR	P185WJDU-T4I	#5 P 185	2012	4
COMPRESSOR	D185UDZW	SULLIVAN PALATECK	2019	4
COMPRESSOR	DOOSAN P185	#1 P 185	2020	4
COMPRESSOR	DOOSAN P185	#4 P 185	2021	4
COMPRESSOR	DOOSAN P185	#3 P 185	2021	4
COMPRESSOR	P185WJDU-T4I	#2 P 185	2023	4
BILLYGOAT	WALK BEHIND BLOWER	#1 BLOWER		N/A
RED DRAGON	WALK BEHIND BLOWER	#2 BLOWER		N/A
TROY BUILT	PONY LAWNMOWER			N/A

**GROUP EXHIBIT XVI**

- 1. Apprenticeship and Training Program Certification**
- 2. Affidavit of Illinois Business Office**
- 3. Cook County General Business License**
- 4. Substance Abuse Prevention Program Certification**

**Apprenticeship and  
Training Program Certification**

Local Public Agency	County	Street Name/Road Name	Section Number
Cook County DOHT	Cook	Various Countywide	28-8MARK-01-GM

**All contractors are required to complete the following certification**

For this contract proposal or for all bidding groups in this deliver and install proposal.  
 For the following deliver and install bidding 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 bidder's 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:

1. Except as provided in paragraph 4 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.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors 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.
3. 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 AND DECORATING JOINT APPRENTICESHIP AND TRAINING COMMITTEE  
CHICAGO, ILLINOIS FOR THE TRADE OF: PAINTING**

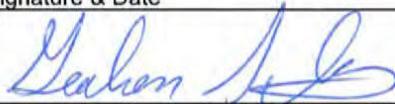
4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check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

Signature &amp; Date



02/19/2025

Title

President

Address

625 Richard Lane

City

Elk Grove

State

Zip Code

il

60007

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

REGISTRATION NO.

*Edith Bask*  
SECRETARY OF LABOR

*Thomas J. Hayes*  
DIRECTOR, BUREAU OF APPRENTICESHIP AND TRAINING



## Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Cook County	Cook	Various Countywide	28-8MARK-01-GM

I, Graham Schwartz of Mount Prospect, IL,  
 Name of Affiant  
 City of Affiant  
 State of Affiant

being first duly sworn upon oath, state 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 the proposal described above, Preform Traffic Control Systems, Ltd., will maintain a business office in the Bidder  
 State of Illinois, which will be located in Cook County, Illinois.  
 County
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 & Date

02/19/2025

Print Name of Affiant

Graham Schwartz, President

## Notary Public

State of IL

County COOK

Signed (or subscribed or attested) before me on 02/19/2025 by  
 (date)

Graham Schwartz  
 (name/s of person/s)

, authorized agent(s) of

Preform Traffic Control Systems, Ltd.

Bidder

OFFICIAL SEAL  
 JENNIFER HIDE JACKSON  
 Notary Public, State of Illinois  
 Commission No. 998660  
 My Commission Expires  
 October 17, 2028

(SEAL)

Notary Public Signature & Date

2/19/2025

My commission expires 10/17/2028

## COOK COUNTY

## GENERAL BUSINESS LICENSE

GBL # 2023-00244-1210-GBL  
 IBT # 1033-0038

## GENERAL BUSINESS LICENSE

KENNETH HARRIS

DIRECTOR OF REVENUE

BY THE AUTHORITY OF THE

COOK COUNTY DEPARTMENT OF REVENUE

LICENSE IS HEREBY GRANTED TO:

Preform Traffic Control Systems, Ltd.

625 Richard Lane  
 Elk Grove Village, IL 60007

LICENSE YEAR PERIOD. COMMENCING MARCH 01, 2023 AND ENDING FEBRUARY 28, 2025

THE LICENSEE NAMED HEREIN, HAVING PAID TO THE COOK COUNTY DEPARTMENT OF REVENUE ALL FEES REQUIRED IS HEREBY GRANTED SAID LICENSE TO TRANACT THE BUSINESS HEREIN SET FORTH FOR THE PERIOD STATED IN CONFORMITY WITH THE PROVISIONS OF ORDINANCE OF THIS COUNTY INCLUDING ANY AND ALL AMENDMENTS THERETO. THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISE.

DATED: 4/11/23

KENNETH HARRIS DIRECTOR OF REVENUE

ANY ALTERATION OR ERASURE VOIDS THIS LICENSE



## UNINCORPORATED COOK COUNTY GENERAL BUSINESS LICENSE ENCLOSED

DATE: 4/7/2023 12:00:00 AMBUSINESS NAME: Preform Traffic Control Systems, Ltd.BUSINESS ADDRESS: 625 Richard Lane Elk Grove Village, IL 60007

THE COOK COUNTY DEPARTMENT OF REVENUE WOULD LIKE TO THANK YOU FOR RECENTLY COMPLETING THE ONLINE APPLICATION PROCESS AND PURCHASING OF YOUR UNINCORPORATED COOK COUNTY GENERAL BUSINESS LICENSE.

PLEASE DETACH AND DISPLAY THE ENCLOSED GENERAL BUSINESS LICENSE IN A CONSPICUOUS LOCATION ON THE PREMISE IMMEDIATELY UPON RECEIPT. IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT RICHARD CRUSOR AT 312-603-3634 OR VIA EMAIL [RICHARD.CRUSOR2@COOKCOUNTYIL.GOV](mailto:RICHARD.CRUSOR2@COOKCOUNTYIL.GOV)

SINCERELY,

RICHARD CRUSOR



## Cook County Department of Revenue

General Business License Application

License Year Period: 2025 - 2027

New

Renew



Millie Day &lt;m.day@preformtraffic.com&gt;

**Your Authorized Payment Receipt for Cook County License Portal**

1 message

**LexisNexis Payments** <service@lexisnexis.com>  
To: m.day@preformtraffic.com

Fri, Jan 24, 2025 at 10:18 AM

**Cook County License Portal  
Receipt**

<b>Payment Date:</b>	01/24/2025 10:17 AM CST	<b>Payment Status:</b>	<b>AUTHORIZED</b>
<b>Confirmation Number:</b>	194909659		
<b>Payment Method:</b>	Credit Card (VISA) ****0308		

Bill To

Graham Schwartz  
625 Richard Lane, Elk Grove Village, IL, 60007, US

<b>Payment Towards:</b>	<b>General Business License Amount:</b>	\$80.00
<b>License Number:</b>	2025-00244-1210-GBL	

<b>Agency Amount:</b>	\$80.00
<b>LexisNexis Service Fee:</b>	\$0.00
<b>Total Amount:</b>	\$80.00

Your payment was made through [paymentsolutions.lexisnexis.com](http://paymentsolutions.lexisnexis.com), one of the LexisNexis VitalChek Network Inc. portals.

For business or technical support, please send an email to [paymentsolutions@lexisnexis.com](mailto:paymentsolutions@lexisnexis.com)

\* Note: LexisNexis Processing Fee is non-refundable.

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and as such is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

[Home](#)[Cart \(0\):](#)

\$0.00

Hi,

m.day@preformtraffic.com

[Logout](#)

## Cook County Business License Portal



**Your credit card Payment was successful.**

**Please check your email for the confirmation receipt and provide electronic signature for this application. An electronic signature is required for the Liquor License, General Business License and Video Gaming License, but no signature is needed for the Alarm Permit License. Once this has been completed, your application will be sent to the Cook County Commission for review and processing.**



## Substance Abuse Prevention Program Certification



Contract Number	District	Letting Date
2457-10010		02/19/25
Route	County	
Various Countywide	Cook	
Project Number	Job Number	
Section Number		
28-8MARK-01-GM		

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.

Contractor/Subcontractor

Preform Traffic Control Systems, Ltd.

Name of Authorized Representative (type or print)

Graham Schwartz

Title of Authorized Representative (type or print)

President

Signature of Authorized Representative

Date

02/19/2025

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

**EXHIBIT XVII**

**Proposal Bid Bond Forms**

**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: Pavement Markings Countywide 2025-2028 for Cook County Department of  
Transportation and Highways Bid No. 2457-10010BID OPENING DATE: February 19, 2025

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

() Cashier's Check () Bank Draft () Bid Bond () OtherDrawn 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 \_\_\_\_\_  
 () Mailed \_\_\_\_\_  
 () Delivered To \_\_\_\_\_  
 () Bond Substituted \_\_\_\_\_  
 () Bond Mailed To \_\_\_\_\_

Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_  
 Date \_\_\_\_\_

County of Cook  
Department of Transportation and Highways

## Proposal Bid Bond

Project	Pavement Markings Countywide for Cook County Department of Transportation and Highways
Section	28-8MARK-01-GM
Date	February 19, 2025
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 19th day of February A.D. 2025.

## PRINCIPAL

Preform Traffic Control Systems, Ltd.

(Company Name)  
Name) (Seal)

BY:   
(Signature & Title) Graham Schwartz, President

(Seal)

(Company)

(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:

William T Krumm  
Attorney-in-Fact

(Signature of Attorney-in-fact)

STATE OF ILLINOIS  
COUNTY OF COOK

I, Jodie L Sellers, a Notary Public in and for Cook County, do hereby certify that Graham Schwartz and 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 19th day of February A.D., 2025. My commission expires 06/08/2025

Notary Public



# 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

**Karen E Socha, William T Krumm, Jodie Sellers, Christina Laurendi, Donna Irigoyen, Christopher West, Jon A Schroeder, Cassandra Stone, Individually**

of Rolling Meadows, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 17th day of December, 2023.



WESTERN SURETY COMPANY

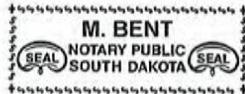
Larry Kasten, Vice President

State of South Dakota      }      ss  
County of Minnehaha

On this 17th day of December, 2023, before me personally came Larry Kasten, 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 a 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  
March 2, 2026



M. Bent, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of February, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.enasurety.com](http://www.enasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**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: 2457-10010

to: PREFORM TRAFFIC CONTROL SYSTEMS, LTD.  
(BIDDER)

The penalty of this bond is to be \$ \$7,754,590.00  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY  
WT  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

William T Krumm  
(ATTORNEY-IN-FACT)

000974 13188  
AMB # NAIC

SEAL

State of Illinois  
County of Cook

I, Jodie L Sellers, Notary Public in the State of Illinois, 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 Rolling Meadows in said County, this 19<sup>th</sup> day of February, 2025.

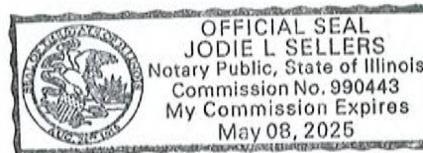


Notary Public

Jodie L Sellers

My Commission expires:

05/08/2025



# 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

**Karen E Socha, William T Krumm, Jodie Sellers, Christina Laurendi, Donna Irigoyen, Christopher West, Jon A Schroeder, Cassandra Stone, Individually**

of Rolling Meadows, 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 Authorizing By-Laws and Resolutions printed at the bottom of this page, 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 17th day of December, 2023.

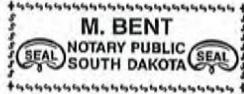


WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota      }      ss  
County of Minnehaha

My commission expires  
March 2, 2026



M. Bent, 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 and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of February, 2025.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.enasurety.com](http://www.enasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.