



**COUNTYWIDE EXTERIOR WALL RENOVATION PROJECT  
BUILDING GROUP 2  
BID PACKAGE C**

**JUVENILE TEMPORARY DETENTION CENTER  
1100 SOUTH HAMILTON AVE. CHICAGO, ILLINOIS 60612  
EAST, WEST BUILDINGS AND PARKING FACILITY**

\*\*\*Issued For Bid Package\*\*\*

**VOLUME 1 OF 2  
LEGAL ADVERTISEMENT  
INSTRUCTIONS TO BIDDERS  
CONDITIONS OF THE CONTRACT  
PROPOSAL AND OTHER FORMS**

BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT

BUREAU OF ECONOMIC DEVELOPMENT  
MARIA SALDANA, BUREAU CHIEF

FOR THE  
OFFICE OF CAPITAL PLANNING AND POLICY  
HERMAN BREWER, DIRECTOR

ISSUED BY THE  
OFFICE OF THE PURCHASING AGENT  
MARIA de LOURDES COSS, PURCHASING AGENT

PREPARED BY:  
HOLABIRD & ROOT LLC  
140 S DEARBORN STREET  
CHICAGO, ILLINOIS 60603

BID DEPOSIT TO BE 1% OF TOTAL BID  
BIDS SHALL BE EXECUTED IN TRIPLICATE  
ALL SIGNATURES SHALL BE SWORN TO  
BEFORE A NOTARY PUBLIC

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**LEGAL NOTICE  
ADVERTISEMENT FOR BID**

Sealed bids are invited by the Board of Commissioners of Cook County for the following Contract for Work:

Contract Document No. 11-28-141 for the following Project:

Countywide Exterior Wall Renovation, Building Group 2, Bid Package C.

The Work is located at:

Juvenile Temporary Detention Center; East Building: 1100 South Hamilton Avenue, Chicago, IL 60612; West Building: 2245 West Ogden Avenue, Chicago, IL 60612; and the Parking Facility.

Drawings and Specifications deposit is \$200.00 in the form of a company check made payable to Cook County. Deposit will be refunded upon return of Drawings and Specifications to the Cook County Purchasing Agent in good condition within ten (10) days after bid opening date. Drawings and Specifications will be available after 10:00 AM local time on Thursday, 10/27/2011, but no later than 4:30 PM local time, on Thursday, 11/10/2011.

All Drawings, Specifications and Bid Forms shall be obtained at the Office of the Purchasing Agent of Cook County, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois, 60602.

Bids shall be submitted in triplicate on the forms provided, with bid deposit in accordance with Instructions to Bidders, which are a part of the Specifications. Each bid shall be accompanied by a bid deposit in the amount of one percent (1%) of the Bid, payable to the order of the Board of Commissioners, County of Cook. Bid bonds will be accepted in lieu of a check provided the Surety Company is rated as defined in the bid documents.

A Pre-Bid Conference will be held at 10:00 AM, local time, on Monday, 11/14/2011 and the Pre-Bid Site Inspection will immediately begin after the Pre-Bid Conference, at the following location: 1100 Hamilton (East Building) 5<sup>th</sup> Floor Facilities Management Conference Room.

Attendance at the Pre-Bid Conference and the Pre-Bid Field Inspection noted above is mandatory in order for a bid to be considered. For additional questions regarding the Pre-Bid Conference, please contact the following individual: Cho Ng, Contract Negotiator, Purchasing; Email: cho.ng@cookcountyil.gov

Sealed bids will be received in Room 1018, County Building, 118 North Clark Street, Chicago, Illinois, up to 10:00 AM local time, on Wednesday, 11/30/2011. The bids shall be deposited in the box provided for that purpose. Said bids will be publicly opened and read aloud. No bids will be received after the time specified herein.

Local minority and women-owned business enterprises are encouraged to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The County's utilization goal on this contract is 24% for Minority-owned businesses and 10% for Female-owned businesses. Inquiries regarding Minority and Female participation should be directed to the Office of Contract Compliance at (312) 603-5502.

No less than the general prevailing wage rates, as required or adjusted pursuant to the applicable statues, shall be paid to all laborers, work persons, and mechanics performing work under this contract.

The Cook County Board of Commissioners reserves the right to reject any and all bids.

By Order of the Board of Commissioners of Cook County.

Toni Preckwinkle,  
President

Maria de Lourdes Coss,  
Purchasing Agent

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## INSTRUCTIONS TO BIDDERS

### IB-01 DEFINITIONS

**A. DIRECTOR** shall mean the person or persons authorized by Cook 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 Cook County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.

**B. OWNER** shall mean the County of Cook (Cook County), a body politic and corporate of the State of Illinois.

**C. PURCHASING AGENT** shall mean the Purchasing Agent of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Revised Statutes 1991, Chapter 34, par. 5-36003. [Illinois Compiled Statutes 1992, 55 ILCS 5/5-36003]

**D. ARCHITECT** means the firm designated by the County of Cook.

**E. PROGRAM MANAGER** means the firm designated by the County of Cook.

**F. CONTRACT DOCUMENTS** shall mean collectively the Advertisement for Bid, Instructions to Bidders, General Conditions, Special Conditions, General Requirements, Specifications, Plans and Drawings, Addenda, if any, Site Inspection Certificate, Contractor's Certificate concerning Labor Standards and Prevailing Wage Requirements, Certificate of Qualification, Forms for Minority Participation, Certification regarding Bid-Rigging or Bid-Rotating, Non-delinquency in the payment of any County Tax or Fee, Agreement to Abide and Compliance with the County Human Rights Ordinance, and a Performance and Payment Bond. The above documents shall be considered as one integrated document setting forth the obligations of the parties.

**G. CITY** as used herein shall be the municipality in which the Work is to be located.

**H. BIDDER** refers to and indicates any individual, firm, partnership or corporation submitting an approved proposal for Work contemplated by these Contract Documents.

**I. SPECIFICATION** refers to and indicates description, provisions and requirements contained herein, together with all written agreements made or to be made, pertaining to method and manner of performing work, or to quantities and qualities of materials to be furnished under Contract.

**J. CONTRACTOR** shall mean the individual, firm, partnership or corporation submitting a bid and to whom the Cook County Board of Commissioners awards the contract to perform the Work described herein. Where Subcontractors such as "Mason", "Carpenter", "Plumber" or any other Subcontractors are referred to, it has been for convenience only. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

**K. SUBCONTRACTOR** refers to an individual, firm, partnership or corporation other than an employee of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, at the site of the Work.

**L. DRAWINGS** refers to and indicates all drawings and plans or reproductions of drawings and plans pertaining to the Work contemplated and its appurtenances.

**IB-01 DEFINITIONS (CON'T)**

**M. WORK** includes materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Contract.

**N. CONTRACT** shall mean the agreement between the Owner and Contractor as set forth in the Contract Documents.

**O. FURNISH** means furnish only. Materials or items to be furnished shall be consigned to the Contractor and delivered to the site.

**P. INSTALL** means install only. Materials or items furnished by others. Such materials or items shall be received at the site, unloaded, stored, protected, and installed in place, including connections, auxiliary items, and other work required for a complete and functioning installation, unless any such work is specifically excluded.

**Q. PROVIDE** means furnish and install.

**IB-02 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

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

**IB-03 PREPARATION OF BID**

The bidder shall prepare three (3) bound copies of his bid on the bid proposal documents provided by Cook County. Unless otherwise stated, all blank spaces on the proposal page or pages applicable to these Contract Documents shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

If the bidder is a corporation, the President and Secretary shall execute three (3) copies of the Bid Proposal. In the event that the bid is executed by someone other than the President, three (3) certified copies of that section of the Corporate By-Laws or other authorization of the corporation which permits the person to execute the offer for the corporation shall be submitted. **Corporations submitting proposals must be registered and in good standing with the Illinois Secretary of State.**

If the bidder is a partnership, all partners shall execute three (3) copies of the Bid Proposal unless one partner has been authorized to sign for the partnership, in which case satisfactory evidence of such authority shall be submitted.

If the bidder is a sole proprietor, he shall execute three (3) copies of the Bid Proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered as provided in the Illinois Revised Statutes, 1991, Chapter 96, Section 4 et seq. **[Illinois Compiled Statutes 1992, 805 ILCS 405/1]**

**All bidders must provide their Federal Employer Identification Number (FEIN).**

**IB-04 BIDS TO CONFORM IN CONDITIONS IN ADVERTISING**  
**COOK COUNTY ORDINANCE CHAPTER 10, SECTION 11.**

The Board of Commissioners will not entertain or consider any bids received after the exact time specified in advertisements or any bids not accompanied by the required bid deposit or any bids in any other way failing to comply fully with the conditions stated in the advertisement therefor.

**IB-05 PRICES FIRM**

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

**IB-06 SUBMISSION OF BID**

All bidders shall submit three (3) bound copies of sealed proposals in envelopes provided for that purpose and shall deposit them in the bid box located at the County Board Assembly Room 569, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the bid opening as shown in the legal advertisement. If proposals are submitted in envelopes other than those provided for the purpose, then the sealed envelope submitted by the bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown in the legal advertisement. Any bid deposited in the bid box after the date and hour set for the bid opening, will not be considered and will be returned.

**IB-07 WITHDRAWAL OF BID**

Bidders may withdraw their proposals in writing, at any time prior to the time specified in the advertisement for bid as the date and hour set for the bid opening. However, no bidder shall withdraw or cancel his proposal for a period of ninety (90) calendar days after said advertised bid opening; nor shall the successful bidder withdraw, cancel or modify the Bid Proposal after having been notified by the Purchasing Agent that said proposal has been accepted by the Cook County Board of Commissioners.

**IB-08 BID DEPOSIT**

The proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount of 1% of the bid.

All certified or cashier's checks 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 bonds 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.

Any proposal submitted without being accompanied by the foregoing will be considered informal and will be rejected. Any proposal accompanied by a bid deposit not properly executed may be rejected. The Bidder hereby agrees that the Bid Deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-07, IB-15, or otherwise fails or refuses to honor the bid offer upon award of the contract.

**IB-09 PRE-BID CONFERENCE/SITE INSPECTION CERTIFICATE**

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. The date and conditions of the pre-bid conference/site inspection are determined by Director.

#### **IB-10 BIDDER WARRANTIES**

The Bidder shall, before submitting his Bid, carefully examine the Proposal, Drawings, Specifications, Contract Documents and Bonds. He shall inspect in detail the site of the proposed Work and familiarize himself with all the local conditions affecting the Contract and the detailed requirements of construction. If his Bid is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions. The County will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

To the extent this contract calls for repair work, the extent of repairs is approximately represented on the Drawings. The actual locations and extent of the repair may deviate from that represented on the drawings based on the field conditions.

The submission of a Bid shall constitute a warranty that:

The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Contract Documents and have found them complete and free from ambiguities and sufficient for the purposes intended.

The Bidder and all workmen, employees and Subcontractors he intends to use are skilled and experienced in the type of construction represented by the Contract Documents bid upon.

Neither the Bidder nor any of his employees, agents, suppliers or Subcontractors have relied on any verbal representations from the Owner, or any of the Owner's employees, agents, or consultants, in assembling the Bid figure.

The Bidder has had sufficient time to complete a site investigation.

The Bid figure is based solely on the Contract Documents, including properly issued written addenda and not upon any other written or oral representation.

Reports of investigations and tests of existing subsurface and latent physical conditions have been relied upon by the Architect in preparing Drawings and Specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the item, price and other terms and conditions of the Contract Documents.

The Contractor shall notify the "Director" of any and all site visits to be made.

The Bidders shall visit the site and familiarize themselves with the existing conditions and satisfy themselves as to the nature and scope of the Work and the difficulties that attend its execution. The submission of a Proposal will be considered as evidence that such an examination has been made and later claims for labor, equipment and/or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be allowed.

Where the project plans, specifications or other bidding documents include or reference information pertaining to subsurface exploration, soil borings, test pits or other subsurface data, such information represents only the best knowledge of the County and its Architect, as to the location, character, or quantity of subsurface materials and/or conditions. This information if included, is for the convenience of the bidder only and shall not relieve the bidder of the obligation to fully investigate site conditions. The County assumes no responsibility whatsoever in respect to the sufficiency or accuracy of subsurface information; and there is no warranty, either express or implied, that the conditions indicated are representative of those existing throughout the work or that unanticipated subsurface conditions may not occur.

**IB-11 CONSIDERATION OF BIDS**

The County of Cook reserves the right to reject or accept any or all Bids, to extend the bidding period and, to waive technicalities in the Proposal documents.

Bid Proposal documents must be complete. Partially completed proposal documents may not be considered.

The Contractor shall perform a minimum of 20% of the work with his own forces. The value of the Contractor's work shall be based on the bid money value of all materials purchased by the Contractor and all labor performed by his own organization, but not including materials or labor provided by Subcontractors.

After Bid Proposals are opened and read aloud, they will be evaluated based on the bid price, conformance with specifications, the responsibility of the various bidders taking into consideration factors including, but not limited to, those noted in IB-12.

**IB-12 ACCEPTANCE OF BID**

The Cook County Board of Commissioners reserves the right to reject any or all bids, and/or to direct that the project be abandoned or rebid. The Purchasing Agent shall notify the successful bidder, in writing, of award of the contract by the Cook County Board of Commissioners within ninety (90) days from the date of opening of Bids. Upon receipt of Notice of Award, the successful bidder shall secure, execute and deliver to the Purchasing Agent, within fourteen (14) days, a Performance and Payment Bond, Subcontractor's Certificates concerning Labor Standards and Prevailing Wage Requirements, all Certificates of Insurance and Owners Protective Policies where required and any other documents required herein.

**IB-13 COMPETENCY OF BIDDER**

No Proposal will be accepted from or Contract awarded to any person, firm or corporation that is in arrears or is in default to the County of Cook 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.

No persons or business entity will be awarded a Contract unless that person or business entity has submitted the Vendors Certifications as reflected in the Execution Forms herein provided.

**IB-14 PERFORMANCE AND PAYMENT BOND**

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

**IB-15 FAILURE TO FURNISH BOND**

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after acceptance of the Bidder's Proposal by the County, then the County may elect to retain the Bid Deposit of the bidder as liquidated damages and not as a penalty and the contract award may be canceled. The parties agree that the sum of the Bid Deposit is a fair estimate of the amount of damages that Cook County will sustain due to the Bidder's failure to furnish the Bond and the cancellation of the Contract Award.

**IB-16 RETURN OF BID DEPOSIT**

The Bid Deposit of all except the three (3) lowest qualified Bidders will be returned within twenty (20) calendar days after the opening of Bids. The Bid Deposits of the three lowest qualified bidders will be returned, with the exception of the accepted bidder, after the Cook County Board of Commissioners has approved an award of the Contract. The Bid Deposit of the accepted Bidder will be returned after his Proposal has been accepted by the County and after receipt of Performance and Bond Payment where such bond is required and any other documents required herein.

**IB-17 CATALOGS**

Each bidder shall submit in triplicate, where necessary, or when requested, catalogs descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments and finishes and the like not covered in the Specifications but necessary to fully describe the material or work proposed to be furnished.

**IB-18 TRADE NAMES**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

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

**IB-19 EXCEPTIONS**

Any deviations or exceptions which the Bidder intends to take from the Specifications or other Contract Documents must be noted on the Proposal page or pages attached thereto, with the exact nature of the changes outlined in detail, along with the reasons for such deviations or exceptions. The County of Cook reserves the right to reject and disqualify any proposals containing deviations or exceptions.

**IB-20 INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Specification or other Contract Documents, he may submit to the Purchasing Agent a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made by an Addendum duly issued by the Purchasing Agent. A copy of such Addendum will be mailed or delivered to each person receiving a set of such Contract Documents. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of the opening of Bids will not be grounds for withdrawal of the Proposals. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the Proposal Form. Oral explanations will not be binding. A request for an interpretation will not extend the due date for bids.

All written requests for interpretation of documents shall be addressed to:

Office of the Purchasing Agent  
Cook County Illinois  
118 North Clark Street - Room 1018  
Chicago, Illinois 60602  
(Reference Project and County Contract Document Number)

A copy shall also be provided to the Architect and the Program Manager at the addresses listed in these Bid Documents.

**IB-21 CASH BILLING DISCOUNTS**

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

**IB-22 TAXES**

Federal Excise Tax does not apply to materials purchased by the County of Cook 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 of Cook by virtue of Statute. Cook County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01. 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 transaction.

**IB-23 BID RIGGING - BID ROTATING**

By submitting a Proposal, the Bidder warrants that neither Bidder, its officers, employees or agents have participated in bid rigging, bid rotating or offering of kick-backs as defined by the Illinois Criminal Code, Illinois Revised Statutes (1991) Ch. 38, par. 33E. [Illinois Compiled Statutes 1992, 720 ILCS 5/33E-1]. The Bidder shall execute a Certificate with such assurances to be submitted as part of the Bid Proposal.

**IB-24 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS**

These Contract Documents 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. General Conditions.
4. Specifications.
5. General Requirements.
6. Drawings and Plans.
7. Advertisement for Proposal.
8. Instruction to Bidders.
9. Performance Bond.
10. Bid Proposal.

**IB-25 NOTICES**

All communications and notices between Owner and Bidder(s) regarding the bid process or bid documents shall be in writing and delivered personally or mailed first class, postage prepaid. Notices to the Bidder(s) shall be addressed to the name and address provided by the Bidder; notices to the Purchasing Agent shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602. Reference the Project Name and the Cook County Contract Document Number.

**IB-26 COOPERATION WITH INSPECTOR GENERAL**

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

**END OF SECTION**

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## GENERAL CONDITIONS

### GC-01 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor, is performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, religion, age, sex, marital status, handicap, national origin, or status of discharge from military nor shall a Contractor otherwise commit an unfair employment practice. The Contractor further agrees that this paragraph will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Cook County has adopted goals which further the objective of encouraging the establishment of and contracting with minority and female owned businesses. All contracts awarded by Cook County are subject to County Ordinance, Chapter 34, Article IV, Div. 6, Sec. 34-286 through 34-303 of the Cook County Code, adopted November 14, 2006. For assistance in meeting the M/WBE goals, and for identification of certified M/WBEs that may participate on County Contracts please contact the Contract Compliance Administrator at (312) 603-5502.

### GC-02 INDEMNITY

The Contractor shall assume all liability for and shall indemnify, defend and hold harmless the County of Cook, its officials, employees, Architect, Program Manager and agents against any and all loss, liability, damages, claims, demands, costs and expenses of whatsoever nature that may be suffered by the County of Cook or any other person or persons firm, corporation or association making claims against the County of Cook, its officials, employees or agents, arising out of or resulting from performance of the Work of this contract, whether or not the negligence or omissions of the Contractor, its Owners, employees, agents, or Subcontractors shall be alleged or determined. The Contractor expressly understands and agrees that the duty to indemnify, defend and hold harmless the County of Cook, its officials, employees and agents, shall in no way be limited by performance bonds or other insurance required by this contract or otherwise provided by the Contractor. Nothing herein shall be construed to require the Contractor to indemnify for acts of negligence by the County of Cook, its officials, employees or agents. This indemnity provision is applicable to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render this provision void or unenforceable.

### GC-03 CONDUCT OF CONTRACTOR AND 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. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractors shall be the responsibility 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 the Cook County Lobbyist Registration Ordinance and shall comply with all the provisions therein.

The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the services under the Contract.

The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under the Contract. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, anticipated material requirements or pricing actions, and knowledge of selection of Contractors and Subcontractors in advance of official announcement.

**GC-03 CONDUCT OF CONTRACTOR AND COMPLIANCE WITH LAWS (CON'T.)**

The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with its services under the Contract. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development, anticipated material requirements or pricing actions, and knowledge of selection of Contractors and Subcontractors in advance of official announcement.

The Contractor agrees to familiarize itself with Cook County rules and regulations and inform its employees of all County policies respecting contraband and other matter.

**GC-04 MATERIAL, APPLIANCE AND EMPLOYEES**

All work to be performed under this Contract shall be of the highest grade workmanship and shall be executed by mechanics and artisans skilled in their respective trades. Unless otherwise specified the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light and power necessary for the execution of the work. Unless otherwise specified, all material shall be new and of highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

**GC-05 TIME AND PROGRESS**

It is understood and agreed that **TIME IS OF THE ESSENCE CONTRACT**, and the Contractor agrees to begin actual work covered by this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the entire work under this Contract within the calendar days stipulated after receipt by Contractor from the Purchasing Agent, a Notice to Proceed, using double shift and holiday work when necessary.

The Contractor shall submit to the Director for approval, within fourteen (14) calendar days after notice of award of this Contract, a TIME SCHEDULE for performing operations under this Contract which will insure the satisfactory completion of the entire work within the time hereinafter specified. When approved and accepted by the Director, the Contractor shall prosecute the Work under this Contract so that the actual work completed shall be not less than required by such approved TIME SCHEDULE.

If the rate of progress be such that the total amount of work accomplished by the Contractor within any time mentioned in such approved TIME SCHEDULE is less than the amount therein specified to be completed within such time, then the Owner may declare this Contract in default as provided herein.

**GC-06 SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

No contract shall be assigned or any part of the same sub-contracted without the written approval of the Owner; but in no case shall such consent 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 written approval of the Owner having first been obtained. The unauthorized assignment or sub-contracting 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 and are void so far as the Owner is concerned.

#### **GC-07 PERMITS, LAWS AND REGULATIONS**

The Contractor shall secure, at his own expense, all permits and licenses necessary to carry out the work described in this Contract.

Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits and licenses for all utilities, permanent structures and permanent changes in existing facilities shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Architect and Program Manager in writing of any changes required in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Architect and Program Manager, he shall bear all costs arising there from.

The Contractor shall obtain all permits as required by law for the moving of equipment and/or materials of greater than legal weight, length, width and/or other characteristics that may block or endanger traffic and, any other permits which may be required for the use of public property.

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

#### **GC-08 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS**

##### **1. Subrogation and Waiver**

- 1.1. The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against County and Program Manager. As it relates to the Architect, this provision will apply to all coverages with the exception of the Builders Risk.
- 1.2. The Contractor shall waive all rights of recovery against the County, Program Manager and other Contractors and Subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor. As it relates to the Architect, this provision will apply to all areas of exposure with the exception of Builders Risk.
- 1.3. The Contractor shall require all tiers of Subcontractors to waive the rights of recovery (as aforesaid waiver by Contractor) against the County, Program Manager and all tiers of Subcontractors. As it relates to the Architect, this provision will apply to all areas of exposure with the exception of Builders Risk.

## GC-08 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS (CON'T.)

### 2. Insurance Requirements of the Contractor

- 2.1 Prior to the commencement of the work, the Contractor, at its cost, shall secure and thereafter, except as otherwise provided herein, maintain at all times during the performance of this agreement the insurance specified in 2.3.1 through 2.3.8 below, with the County, Contractor and Subcontractors of all tiers as insured parties and with limits not less than those specified below for each coverage.

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 his/her operations under this contract. The Contractor shall advise all insurance companies to familiarize themselves with the conditions and provisions of this contract dealing with waivers of subrogation, insurance and indemnification. Failure of the Contractor to so notify these aforesaid insurance companies shall in no way relieve them from their obligations under this contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to Cook County.

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

- 2.2 The Contractor shall at all time during the period in which this agreement is in force and effect provide and maintain insurance of the type and in the limits as set forth for each in sub-paragraph 2.3 and below. Such insurance shall name the County, Program Manager, Architect, and their officers, directors, and agents as insured, pursuant to paragraphs 2.3.5 and 2.3.6, and shall be in a form and through issuing companies acceptable to the County.
- 2.3 The insurance may be provided in a policy or policies, primary and excess, including the so-called Umbrella or catastrophe form which may include the coverage, or layer thereof, of the insurance which may be required by the County. The limits of liability shall be as stated in paragraph 2.3.1 and below, unless, prior to commencement of any work, written approval is granted by the County for variance from those limits.

#### 2.3.1 Workers Compensation Insurance

In accordance with the Laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

1. Employers' Liability coverage with a limit of  
\$1,000,000 each Accident  
\$1,000,000 each Employee  
\$1,000,000 Policy Limit for Disease
2. United States Longshoremen's and Harborworkers' Act coverage
3. Broad form all states coverage

#### 2.3.2 Commercial General Liability Insurance

An occurrence form Comprehensive General Liability policy or Commercial General Liability policy (new ISO Designation) to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof plus appropriate endorsements to protect Cook County against claims, demands and lawsuits from employees of the Contractor and Subcontractors.

**GC-08 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS (CON'T.)**

Said General Liability coverage (excluding aircraft, watercraft 50 feet or longer and automobiles) shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$1,000,000 aggregate with the following provisions included:

1. All premises and operations.
2. Explosion, collapse and underground damage.
3. Contractor's Protective coverage for independent Contractors or Subcontractors employed by him/her.
4. Broad Form Blanket, contractual liability for the obligations assumed in the Indemnification and Hold Harmless agreement, the Waiver of Subrogation section and the Insurance section found herein.
5. Personal Injury Liability Endorsement with no exclusions pertaining to employment and contractual obligations.
6. Employees included as additional insured (excluding bodily injury to fellow employees only).
7. Broad Form Property Damage Liability.
8. Cross Liability.
9. Incidental Medical Malpractice coverage.
10. Products and Completed Operations coverage (for a minimum of 2 years following project completion).
11. Railroad Protective Liability: Where such exposures exists, the Contractor will provide coverage in the name of each railroad company having jurisdiction over right-of-way across which work under the contract is to be performed (see "Additional Assured" hereinafter).

**2.3.3 Comprehensive Automobile Liability Insurance**

covering all owned, non-owned and hired automobiles, trucks, and trailers of the respective parties required to provide and maintain this insurance. Such insurance shall provide coverage not less than that of the standard comprehensive business automobile liability policy in limits not less than, as respects any Contractor, and as respects all tiers of Subcontractors, the following:

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

**2.3.4 Umbrella Excess Liability Insurance**

In addition to coverage specified pursuant to paragraphs 2.3.1 to 2.3.3 above, applying to the County, Program Manager, Contractor and Subcontractors of any tier.

1. \$4,000,000 each occurrence for all liability
2. \$4,000,000 in the aggregate per policy year separately with respect to completed operations and personal injury by an employee

**2.3.5 Builders Risk Insurance**

On an all risk form including flood for 100% of the completed value. Such policy shall include as named insurers the County and all Subcontractors as their interest may appear. The policy deductible shall be for no greater than \$5,000. The Builders Risk policy shall also include loss of use to protect the County from being financially harmed because of delay due to an insured loss in the building improvements under construction and any resulting damage to adjacent property.

## GC-08 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS (CON'T.)

### 2.3.6 Additional Named Insured:

- (1) The County of Cook, Illinois
- (2) The Employees of Cook County
- (3) Others as may be specified in the "Special Conditions"

The additional named insurers shall be listed on the Comprehensive General Liability, Automobile and Umbrella Liability policies.

It is also understood that relative to the Comprehensive General Liability, Automobile and Umbrella Liability policies the County of Cook shall have the rights of an Additional Insured as provided by ISO endorsement CG 0001 1185, GL 0002 or GL 0404. *No other form will be accepted without expressed prior approval of Cook County Risk Management.*

All liability policies shall entirely delete ISO endorsements CG21 34 11 88 and CG21 39 11 88 or other such endorsement or policy provision which limit contractual liability.

All policies shall contain a 90 day Notice of Cancellation to Cook County.

### 2.3.7 Qualification of Insurers:

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage required shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than XI and a policy holder's service rating no lower than (A) as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A) or XI will be acceptable only upon written consent of the Owner.

### 2.3.8 Damage Claims:

**Acknowledgement and Reports:** The Contractor shall furnish to the Owner an acknowledgement receipt from the insurance Carrier for each damage claim against the project. The receipt shall include the Insurance Carrier's assigned claims number.

Upon request, the Contractor or his Insurance Carrier shall also furnish to the Owner a status report on all damage claims. This report shall include inspections made, the disposition of claims, and what action has been taken towards settlement of each claim.

Failure of the Contractor to comply with this section of the specifications may result in the amount of such damage claims being withheld from the Contractor's monthly estimate. Such withholding shall be reimbursed in the monthly estimate following compliance.

### 2.3.9 Payment:

The cost of the insurance herein before specified will not be a specific bid item, but the cost of such insurance will be covered in the various unit prices bid or in the total cost of construction as appropriate.

## GC-08 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS (CON'T.)

### 3. Contractor Obligations

- 3.1 Contractor and all subcontractors shall not violate or knowingly permit to be violated any condition of the policies of insurance provided by the terms of this agreement and shall at all times satisfy the requirements of the insurance companies issuing them.
- 3.2 All requirements imposed by the policies referred to above upon and to be performed by Contractor shall likewise be imposed upon, assumed and performed by each of the Subcontractors. Contractor and each Subcontractor shall execute with their subcontractors a written agreement which shall include all such requirements. Any "hold harmless" and "indemnity" clause must benefit and not be detrimental in any way to the County, its other Contractors, the Program Manager and others so specifically identified in this agreement.
- 3.3 The Contractor and Subcontractors shall secure, pay for and maintain whatever Fire or Extended Coverage Insurance the Contractor and Subcontractors any deem necessary to protect the Contractor and Subcontractors against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffolding, stagings, towers, and forms owned or rented by the Contractor and Subcontractors. The requirements to secure and maintain such insurance is solely for the benefit of the Contractor and Subcontractors. Failure of the Contractor and Subcontractors to secure such insurance or to maintain adequate levels of coverage shall not obligate the Owner, Program Manager, and the Architect for any loss of owned or rented equipment. If the Contractor or any Subcontractors secures such insurance, the insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right to recovery against the Owner and Program Manager."

### 4. Insurance Notices, Costs and Losses

- 4.1 All policies of insurance which may be required under terms of this agreement to secure and maintain shall be endorsed to provide that the insurance company shall notify the Program Manager, Director and Purchasing Agent at least 90 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor or any Subcontractor commences performance of its part of the Work, Contractor shall cause to be furnished to the County certificates of insurance maintained by the Contractor and each such Subcontractor in connection with the performance of the Work. As and when the County may direct, copies of actual insurance policies or renewals or replacements thereof shall be submitted to the County. All copies of policies, if any, and certificates of insurance submitted to the County shall be in a form and content acceptable to the County.

### 5. Protection of Persons and Property

- 5.1 The Contractor will be solely and completely responsible for conditions of the job site, including safety of all persons and property during the performance of the Work. The requirement will apply continuously and not be limited to normal working hours.

The Contractor shall furnish such watchmen, guards, fences, warning signs, lights and walkways, and shall take all other precautions as shall be necessary, to prevent damage to persons or property. All structures and improvements in the vicinity of the work shall be protected by the Contractor, and if such property is damaged, injured or destroyed by the Contractor, his employees, Subcontractors, or agents, it shall be restored to a condition as good as when he entered upon the Work.

#### **GC-08 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS (CON'T.)**

The safety provisions of applicable laws, including but not limited to building and construction codes, shall be observed. The Contractor shall be responsible for all safety provisions even if the applicable law or regulation makes another party responsible for the safety provisions. Machinery, equipment, and all hazards shall be guarded (or hazards eliminated) in accordance with the safety provisions of the latest edition and any supplements thereto of the Manual of Accident Prevention in Construction, heretofore published by the Associated General Contractors of America, to the extent that such provisions are not in contravention to applicable law.

The Contractor shall provide Cook County with an inventory of all potentially hazardous products or substances used on the work site or brought onto the work site by the supplier or by the Contractor. The Contractor shall also provide Material Safety Data Sheets (M.S.D.S.) for any product or substance which might be harmful to Cook County employees. The Contractor shall label all containers according to the requirements of the Illinois Department of Public Health and the Illinois Department of Labor. The Contractor shall provide any special training which might be required for Cook County employees who must work in an area affected by potentially hazardous products or substances. The inventory and the Material Safety Data Sheets shall be directed to Safety Manager, Risk Management Department, Cook County, 118 N. Clark Street, Chicago, Illinois 60602.

The duty of the Engineer to conduct construction inspections of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measurers in, on or near the construction site or sites.

#### **6. Insurance Notes**

6.1 No overhead or profit elements will be allowed on insurance premiums or self-insured retention.

#### **GC-9 ARCHITECT'S AUTHORITY**

The Architect shall have authority to act on behalf of the County only to the extent expressly provided in the Contract Documents, unless otherwise modified by written instrument to the Contractor by the County. The Purchasing Agent and Director may issue instructions to the Contractor through the Architect. Nothing contained in the Contract Documents shall create any contractual relationship between the Architect and the Contractor. The Architect shall not have the authority to stop the Work.

The Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Architect will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing work.

#### **GC-10 PROGRAM MANAGER'S AUTHORITY**

The Program Manager shall have authority to act on behalf of the County only to the extent expressly provided in the Contract Documents, unless otherwise modified by written instrument to the Contractor by the County. The Purchasing Agent and Director may issue instructions to the Contractor through the Program Manager. Nothing contained in the Contract Documents shall create any contractual relationship between the Program Manager and the Contractor. The Program Manager shall not have the authority to stop the Work.

The Program Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. The Program Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing work.

#### **GC-11 NUMBER OF DOCUMENTS**

The Director will provide one set of reproducible and three sets of Contract Document drawings and four sets of Contract Document Specifications to the Contractor without additional charge. Upon request, additional copies will be furnished at reproduction cost.

#### **GC-12 COOPERATION BETWEEN CONTRACTORS**

If separate Contracts are let for work within or adjacent to the project site as may further be hereinafter detailed in the Contract Documents each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion or the work being performed by other Contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the County and the Architect from any and all damages or claims that may arise because of inconvenience, delay or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same improvement. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of the other contractors.

The Contractor shall as far as possible arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within or adjacent to the limits of the project site. He shall join his work with that of the other in an acceptable manner and shall perform it in proper sequence to that of the others.

#### **GC-13 PLANS OR DRAWINGS AND SPECIFICATIONS COOPERATIVE**

Plans or Drawings mentioned in the Instructions to Bidders or in the Specifications shall be so considered that any material shown on Plans or Drawings and not therein specified, or specified and not shown on Plans or Drawings, shall be executed by the Contractor as though it were both shown and specified.

If work is required in a manner to make it impossible to produce first class work, or should discrepancies appear among the Contract Documents, or if the Contractor has a question regarding meaning of the Contract Documents, the Contractor shall request the Architect's interpretation and clarification before proceeding with work. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out work in a satisfactory manner.

Should conflict occur within the Contract Documents, the Contractor will be deemed to have estimated on and agreed to provide, the greater quantity or better quality of materials and work unless he shall have, before submission of proposal, asked for and obtained the written decision of the Architect as to which method or materials will be required.

The Architect will furnish, with reasonable promptness, additional instructions by means of Drawings or otherwise, necessary for the proper execution of the work. All such Drawings and instruction shall be consistent with the Contract Documents true development thereof and reasonably inferable therefrom. In giving such additional instructions, the Architect shall have authority to make minor changes in the work, not involving extra cost and not inconsistent with the purpose of the building.

The Contractor shall keep one complete set of all Drawings, Specifications, shop drawings, addenda and change orders at the job, in order and available to the Architect and the Director. The Drawings, Specifications and shop drawing shall be kept up to date by replacing obsolete sheets with revised sheets as they are issued.

The work shall be executed in strict conformity with the Drawings and Specifications and no work shall be done without proper Drawings and instructions.

**GC-13 PLANS OR DRAWINGS AND SPECIFICATIONS COOPERATIVE (CON'T.)**

For dimensions, arrangement and construction for work, refer to accompanying Drawings as listed in "Index Drawings". Specifications and Drawings shall be considered to be complementary and what is called for by anyone shall be binding as if called for by all. It will not be province of Specifications to mention any portion of construction which Drawings are competent to explain and such omission will not relieve Contractors from carrying out such portions as are only indicated on the Drawings.

For convenience of reference and to facilitate letting of Subcontracts, Specifications are separated into Divisions. Such separations shall not operate to make the Architect or the Program Manager an arbiter to establish subcontract limits between Contractor and/or Subcontractors.

**GC-14 VARIATIONS**

The Contractor shall make, subject to the approval of the Architect and without cost to the Owner, such variations from the Drawings and Specifications as may be necessary to obviate unforeseen interferences and shall adapt his work to the requirements of all other trades, which together with his own work, will be necessary to complete the work under the Contract.

**GC-15 PROVISIONS RELATIVE TO DELAY**

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this Contract by any act or delay of the County or by order of the Director, howsoever caused, then the time herein fixed for completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of the County or orders of the Director.

The Contractor shall make a request in writing to the Director for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements relative to delay are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements the Contractor shall not be entitled to an extension of time.

The Purchasing Agent and Director will determine the number of days, if any that the Contractor has been delayed. Such determination when approved and authorized in writing by the Purchasing Agent will be final and binding. It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the County or be reimbursed for any loss or expense on account of any delays resulting from any of the causes aforesaid.

**GC-16 PAYMENT TO CONTRACTOR**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with three copies of County Voucher Form 29A.

Work performed under this Contact is interpreted to include material to be furnished under this Contract which are suitably stored at the site of the work. The Director may from time to time, in cases where the Contractor shall proceed properly to perform and complete his Contract, grant to such Contractor as the work progresses an estimate of the amount already earned.

Waivers from Subcontractors and suppliers indicating that they have received their share from the contractor of the previous partial payment to the Contractor shall be presented concurrently by the Contractor when he presents an estimate for a partial payment.

All partial payment estimates shall be subject to correction by the final estimate.

The Director may, whenever he shall have reason to believe that the Contractor has neglected or failed to pay any Subcontractors, workmen, or employees for worked performed or for materials furnished and used in or about the work contracted for, order and direct that no future vouchers or estimates be issued and no further payments be made upon the Contract until said Director shall be satisfied that such Subcontractors, workmen and employees have been fully paid.

#### **GC-16 PAYMENT TO CONTRACTOR**

Whenever the Director shall notify the Contractor, by notice personally served or by mailing a copy thereof to the Contractor to his office as shown by his bid, that no further vouchers or estimates will be issued or payments made on the Contract until Subcontractors, workmen and employees have been paid and the Contractor shall neglect or refuse for a period of ten (10) days after such notice is given, as above provided for, to pay such Subcontractors, workmen and employees without other or further notice of said Contractor; but failure to the County to retain and apply such moneys, or of the Director to order or direct that no vouchers or estimates shall be issued or further payments be made shall not, nor shall the paying over of such reserve sum without such Subcontractors, workmen or employees being first paid, in any way effect the liability of the Contractor or of his sureties to the County, or to any such Subcontractors, workmen or employees upon any bond given in connection with such Contract.

Before final payment is made under the Contract and as a condition precedent to such final payment, the Contractor shall furnish waivers of all liens and satisfactory guarantees against all claims on account of work performed, tools and plant employed and material and labor furnished under the Contract. The Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the Contract have been complied with and work had been accepted by the Director, whereupon the County will, at the expiration of thirty (30) calendar days after such completion and acceptance, pay the whole account of money due to the Contractor under the Contract.

The acceptance by the Contractor of the final payment above mentioned shall operate as and shall be a release to the County from all claims or liability under this Contract for anything done or furnished or relating to the work under this Contract, or for any act or neglect of the County relating to or connected with this Contract.

Before each certificate for payment is issued, the Contractor shall furnish to the Architect a complete statement of the amounts due to Subcontractors, parties supplying material and for his own materials, labor, on a Contractor's Sworn Affidavit Form (Construction Industry Affairs Committee, Tops Form No. 3466, "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner" or Frank R. Walker Company Form No. 591). A rough draft of each affidavit and payment request shall be submitted to the Architect's Project Representative for review. Final draft shall then be prepared and submitted to the Architect.

Each payment request shall be accompanied by the Contractor's partial waiver of lien and the partial or final waiver and affidavit of each Subcontractor and supplier with supporting waivers of Subcontractors and material suppliers who are included in the payment request. The owner may provide the format to be utilized for all waivers and affidavits.

The Contractor shall submit his application for payment, as outlined above on the first of the month and the Owner will make payment accordingly after receipt of the Architect Certificate. Payment will be ninety percent (90%) of the value of work satisfactory completed, retaining ten percent (10%) to assure faithful performance of the contract, less the aggregate of all previous payment.

1. The Contractor shall review construction progress with the Architect's Field Representative and submit to him all applications for payment. The form shall itemize all principal parts of the work by the Contractor, his Subcontractors and suppliers, estimated value of each and value of labor and material incorporated in work up to first of current month on principal parts of work.
2. If the Contractor has made application as described above, the Architect shall issue to the Owner a certificate of such amount as he decides is properly due. No certificate issued, nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract.

**GC-16 PAYMENT TO CONTRACTOR (CON'T.)**

The Director may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any certificate for payment to such an extent may be necessary to protect the Owner from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of Contractor to make payments properly to Subcontractors, suppliers or other for labor and or/material.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Evidence of damage to the work of another Contractor.

When all of the above grounds are removed, certificates shall be issued for amounts withheld ecause of them.

**GC-17 CHANGES AND MODIFICATIONS**

The parties may from time to time during the term of the Contract make changes, extensions of time or other modifications to the Contract. Such modifications shall only be made by mutual agreement in writing. No such changes which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Changes which increase cost by less than \$1,000.00 may only be made with the advance approval of the Purchasing Agent.

The owner may from time to time during the progress of the work request that changes within the general scope of work be made, consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by a Change Order and shall be performed under the applicable conditions of the Contract Documents. The Owner will provide the format to be utilized for Proposal Request, Contractor Change Request and Breakdown, and Change Order Form.

**OWNER INITIATED CHANGES:**

Owner requested changes shall be initiated by the issuance through the Architect, of a Proposal Request. The Contractor shall with reasonable promptness and so as not to delay the project, provide the Owner with a proposal indicating a breakdown of costs or credits for the proposed change, in the same detail and manner provided for Contract Change Requests. In no event shall the Contractor proceed with work on the proposed change without a written Change Order, signed by the Owner's representative and countersigned by the Architect, authorizing the change in work and adjustment of contract sum and/or contract time. Change Orders so issued shall be signed by the Contractor, indicating agreement with the terms of the Change Order. Change Orders accepted by the Contractor shall be construed as a waiver of all additional claims for contract adjustment related to the work required by the Change Order. The Contractor shall carry out the work of Change Order promptly. Refusal or failure on the part of the Contractor to accept the terms of the Change Order shall not relieve the Contractor of duty to proceed with the prosecution of the work as changed.

## **GC-17 CHANGES AND MODIFICATIONS (CON'T.)**

### **ARCHITECT INITIATED CHANGES:**

The architect will have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents; but otherwise, except in an emergency endangering life or property, no changes involving and adjustment in the contract sum or an extension of the contract time shall be made unless in pursuance of a written order from the Owner countersigned by the Architect. Such Changes shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

### **CONTRACTOR INITIATED CHANGE REQUESTS:**

Where appropriate to the successful progress and/or completion of the work, the Contractor may initiate a request for a Change Order.

#### **Contractor Change Requests:**

- The Contractor shall include as much as is reasonably possible of the following information in his initial written submission of any request to the Architect.
- Detailed description of the proposed change or changes.
- Statement of the reasons why the proposed changes should be authorized by the Owner.
- Statement of the anticipated effect, if any, of the proposed changes on the Contract Sum and/or the Contract Time.
- Statement of the anticipated effect of the proposed changes on the work of any separate Contractors.
- Documentation supporting any requested changes in the contract sum or the Contract Time as appropriate.

#### **Contractor Claims and Changes Proposals:**

- Each Contractor proposal for an adjustment in the contract sum shall be based on and accompanied by a detailed breakdown of time, materials and Subcontractor costs (labor and materials) that will be incurred to perform the additional or revised work, and it shall include a guaranteed maximum cost for all included work. Supporting information required to be submitted with each proposal shall include the following:
  - Anticipated total labor hours for each separate unit of work, and the related hourly billing rates.
  - Construction equipment necessary for the work and the related costs.
  - Listing of products required for the work, including source of purchases, quantities and costs.
  - All of the above information for each significant unit of required subcontract work.
  - A statement of all applicable taxes, insurance and bond costs, if any, that are directly related to the work.
  - A reasonable credit to be allowed for any work deleted from the contract, similarly documented.
  - The Contractor's additional general overhead and profit.
  - Justification for any requested extension of the contract time.

## **GC-17 CHANGES AND MODIFICATIONS (CON'T.)**

### **BASIS FOR CHANGE ORDERS:**

For any changes in the Work, other than for additional work ordered on the basis of unit prices stated in the Contract Documents or subsequently agreed to, the Contractor shall be paid by the Owner, in addition to actual cost, certain percentages of the various costs incurred by the Contractor for added work, all as set forth in clauses below. The Contractor agrees that these percentages are sufficient to fully compensate him and his Subcontractors for both all additional overhead costs and a profit on any such changes in the Work. The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

1. By unit prices stated in the Contract Documents or subsequently agreed upon.
2. By a lump sum properly itemized and supported by a detailed breakdown of the following:
  - a. Labor. For all labor, foremen and field supervisor in direct charge of the specific operation, the Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor, foremen and field supervisor are actually engaged in work.

The Contractor shall receive the actual costs paid to, or on behalf of, workmen by reason or subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

The Contractor shall submit payrolls or certified copies thereof, pertinent to the work for which is requested. The payroll records shall contain the name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number or hours worked, itemized deductions made and actual wages paid.

An additional amount not to exceed fifteen percent (15%) of the sum of the above items will be paid the Contractor for Profit and overhead.

- b. Insurance and Tax. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which not more than 10 percent (10%) will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and tax.
  - c. Materials. The Contractor will receive the cost for all materials, including freight charges as shown by original receipted bills which are an integral part of the finished work, to which shall be added not more than fifteen percent (15%) of the sum thereof.

The Contractor will be reimbursed for any materials used in the construction of the work, such as sheeting, falsework, form lumber, burlap or other materials for curing, etc., reimbursement shall be agreed upon in writing before such work is begun and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

#### **GC-17 CHANGES AND MODIFICATIONS (CON'T.)**

- d. Equipment. Machinery and equipment which the Contractor has on the job for use on contract items shall be used as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment (other than small tools) used on the work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation of the State of Illinois, for the period that said machinery and equipment are in use on such work, to which no percent shall be added. Where equipment and machinery are listed in this schedule, the rates will be determined by the Director after reviewing all available records of the Contractor or other information concerning the expense of operating that type of equipment.
  - e. Bond. The Contractor shall be paid for a reasonable actual increase in cost of his performance bond attributable to the change in the Work.
  - f. Subcontractors. For Subcontractor work, involving labor or labor and materials, for additional work, the Contractor will be allowed no more than an additional five percent (5%) of the cost of the labor and materials to cover the Contractor's supervision, and related expense on such subcontract operations.
  - g. Subcontractor or sub-subcontractor, for additional work involving labor or labor and materials, will be allowed no more than an additional fifteen percent (15%) of the cost of the labor and materials to cover overhead costs and profit.
  - h. For additional work involving labor or labor and materials by a sub-subcontractor (2nd and 3rd tier subcontractors), the sub-subcontractor providing the labor and materials will be allowed an additional fifteen (15) percent of the cost of the labor and materials to cover overhead costs and profit. Additional mark-ups by other subcontractors and/or the Contractor shall not exceed five (5) percent to cover supervision and related expense on such sub-subcontractor operations.
  - i. Other Costs. No additional allowance will be made for other costs for which no specific allowance is herein provided.
3. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
  4. If a change involves only deductive work, the credit to the Owner shall be the Contractor's direct costs only for the labor and materials deleted.

#### **GC-18 DISPUTES**

Except as otherwise provided in these Contract Documents, any dispute between Contractor and Director concerning a question of fact arising under these Contract Documents and not resolved will be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specifying the specific, relevant contract provisions to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within three days of such request. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director. The decision of the Purchasing Agent will be final and binding. 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 these Contract Documents during any dispute resolution proceeding unless otherwise agreed to the in writing.

### **GC-19 DEFAULT**

The Contractor shall be in default of this contract for any one or more of the following reasons:

1. failure to begin the work of this contract within the specified time;
2. failure to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the completion of said work within the specified time;
3. performance of the work in an unsatisfactory manner;
4. refusal to remove material or perform anew such work as shall be rejected as defective or unsuitable;
5. discontinuance of prosecution of work or impairing the reasonable progress of the work;
6. becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. assignment of this contract for the benefit of creditors; or
8. any cause whatsoever which impairs the carrying on of the work in an acceptable manner.

Upon default, the Director will give notice in writing to the Contractor and his surety the nature, detail and duration of default. The Contractor shall thereafter have ten (10) calendar days to remedy the default. Should the Contractor fail to remedy the default, the County may at its option declare the Contractor's rights in the Contract forfeited.

Upon forfeiture, the County may:

1. Call upon the surety to complete the work in accordance with the contract documents;
2. have the County take over the work, including any or all materials and equipment on the site as may be suitable or acceptable to the County; and/or
3. use such other methods as are in the interests of the County necessary and required for completion of the work in an acceptable manner.

All costs and charges incurred by the County, including the cost of completing the work, shall be deducted from any monies due or which may become due on the Contract. In the event expenses incurred by the County are less than the sum which would have been payable under this Contract, the Contractor shall be entitled to receive the difference, subject to any claims or liens. In the event that expenses incurred by the County exceed the sum which would have been payable under this Contract, the Contractor and the surety shall be liable and shall pay to the County the amount of such excess.

### **GC-20 AWARD OF SUBCONTRACTS**

The Contractor, within 14 days of the Notice of Award of the Contract, shall furnish to the Director and the Architect, in writing, the names of Subcontractors and suppliers of material or equipment for principal portions of the work. The Architect will promptly reply to the Contractor in writing stating whether or not the Director or the Architect, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Director or Architect to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with any such proposed person or entity to whom the Director or Architect has made reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection.

The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors, suppliers and persons directly or indirectly employed by him, as he is for acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor or suppliers and the Owner.

### **GC-21 SUPERINTENDENCE**

The Contractor shall personally superintend the work or shall have a competent person at the site at all times to act for him.

The Contractor shall keep in his work, at all times during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all communications with him shall be as binding as if given to the Contractor. The Architect and the Director shall not be responsible for the acts or omission of the Contractor's superintendent or his assistants. The Contractor shall forward all communications to the Director through the Architect. A copy of each communication shall simultaneously be forwarded to the Director and Program Manager.

Before start of construction, the Contractor shall submit a resume of the superintendents's qualification to the Director and Architect for approval.

### **GC-22 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property, including utilities located therein, from damage, injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except as may be caused by agents or employees of the Owner.

He shall provide and erect all necessary barricades and other protection required by the Owner and/or local laws and ordinances, or local authorities having jurisdiction over same and shall also protect all walks, curbs, lamp posts, underground conduits, overhead wires, water sewer, gas mains, etc. until such time as they are taken care of by the respective public service corporations or by the Owner. He shall also provide and maintain all necessary warning lights from twilight to sunrise.

Where the Contractor's work affects adjacent private or public property, including utilities located thereon, he shall take such steps as are provided by law and/or as necessary to prevent damage, injury or loss. The Contractor shall be responsible for and make good any damage, injury, or loss to adjacent property resulting from his operations. The Contractor shall notify all public and private owners by Registered Mail. Return Receipt Requested, well in advance of commencing any work affecting their property or utilities.

The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of State, Federal and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards.

All Contractors shall require each employee on the site to wear a safety helmet (hard hat) at all times.

Maintenance of Public Way: All debris of construction deposited on public ways shall be removed immediately; all vehicles engaged in the construction project shall be so policed and cleaned that no debris carried from the site is deposited on the public way; all Contractors and Subcontractors are mutually liable for enforcement; the Contractor shall hold the Owner, Architect and Director harmless from all liability, due to failure to observe the above precautions.

**GC-22 PROTECTION OF PERSONS AND PROPERTY (CON'T.)**

In an emergency affecting the safety of life, the work, or adjoining property: the Contractor, without special instruction or authorization from the Owner, Architect or Director, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work, shall be determined by mutual agreement.

Should the Contractor, or his men, or any of his Subcontractors or materialmen cause damage to the Owner, or the work or materials of other Contractor or persons, the damage shall be made good again by the person originally causing it, or such party as the Architect may designate. Repairs and replacement shall be under the direction of the Architect or his representative and the cost of same shall be charged to the Contractor causing the damage.

The Contractor shall also protect from damage all parts of the work and unused materials of his Contract from freezing or inclement weather and the contractor shall be solely responsible for the condition of such work and materials.

Contractor shall take all necessary precautions to ensure the safety of the public and of workmen on the Site, and to prevent accidents or injury to any persons on or adjacent to the Site. The Contractor shall comply with the "Williams-Steiger Occupational Safety and Health Act of 1970" ("OSHA") and all subsequent revisions thereto, and all laws, ordinances, codes, rules and regulations relative to safety and the prevention of accidents, and shall also utilize the "Manual of Accidental Prevention in Construction" of the Associated General Construction/Builders of America and with applicable provisions of the American Standard Safety Code for Building Construction ANSI A 10 Series. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, proper safeguards against the dangers created by openings, stairways, failing materials, open excavations and all other hazardous conditions.

Contractor shall designate, and require each Subcontractor to likewise designate, a responsible representative at the Site as Superintendent who shall be responsible for the promotion of safety and prevention of accidents, and shall enforce all applicable laws, ordinances, codes, rules and regulations. The Superintendent shall hold weekly meetings with the representatives of the various trades employed at the Site in order to ensure that all employees understand and comply with laws and regulations including the requirement of OSHA and "Right to Know" regulations.

Contractor shall provide and make available to all workmen reasonable medical supplies and equipment necessary to provide immediate first aid service to all persons who may be injured in connection with the Work. All medical supplies and equipment shall be supplied in accordance with standards imposed by OSHA and by any governmental agency having jurisdiction over the Site.

#### **GC-22 PROTECTION OF PERSONS AND PROPERTY (CON'T.)**

The Contractor shall within ten (10) days of the Notice of Award, submit to the Program Manager his own Project Safety Program which shall include but not be limited to, the following:

1. Establish a program of project pre-planning for safety and hazard avoidance.
2. Utilization of insurance company loss prevention services.
3. Lines of Contractor's responsibilities and authority for personnel for the administration of safety program.
4. Scheduling and conducting of safety meetings.
5. Issuing of safety bulletins.
6. Conducting of Weekly Tool Box Meetings.
7. Regular inspections of the project for safety compliance and correction of violations.
8. Safety training of employees.
9. A written Hazard Communication Program which is to include collection and distribution of Material Safety Data Sheets for all hazardous materials, labeling of these materials and training of employees using these materials.
10. A fire protection plan.
11. The use of personal protection equipment.
12. Hard hat usage.
13. Accident reporting and investigation.
14. Safety guidelines and regulations.
15. Site accessibility and cleanliness.
16. Safety reporting and distribution including the County and Program Manager.
17. A site layout plan showing the location of safety facilities and safety items.

This Project Safety Program shall be enacted upon by the Contractor for the duration of the Project and shall be updated as required for changing conditions.

The Contractor shall have and maintain control over the Site. The Owner, Program Manager, Architect or their agents shall in no event have control or charge of the construction and shall not be responsible for construction and safety means, methods, techniques, sequence or procedures, or for safety precautions or the acts or omissions of the Contractor or any other persons performing Work or their failure to perform.

#### **GC-23 MATERIALS INSPECTION AND RESPONSIBILITY**

The County, by its engineering agencies, shall have a right to inspect any materials to be used in carrying out this Contract. The County does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this Contract. The Contractor shall be responsible for the contracted quality and standards of all materials, components or completed work furnished under this Contract up to the time of final acceptance by the County.

Materials, components or completed work not complying therewith may be rejected by the Director and shall be replaced by the Contractor at no cost to the County. Any materials or components rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after written notice has been mailed by the County to the Contractor that such materials or components have been rejected.

#### **GC-24 SUBSTANTIAL COMPLETION OF THE WORK**

The Date of Substantial Completion of the work or designated portion thereof is the date when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Director and Architect, is substantially complete, the Contractor shall prepare for submission to the Architect a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

When the Architect on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall state the responsibilities of the Owner and the Contractor for security, maintenance, utilities, damage to the work and insurance, and shall fix the time with which the Contractor shall complete the items listed therein.

Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the work unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Director and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall be constituted an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any warranties or responsibility for faulty materials or workmanship and no error or oversight in delay in discovery or rejection of defective or improper work or materials, by the Architect shall relieve the Contractor of any of its obligations under this Agreement.

#### **GC-25 GUARANTEES AND WARRANTIES**

The Contractor shall guarantee work to be performed and materials to be furnished under the Contract against defects in materials or workmanship which appear within a period of one (1) year from date of final acceptance of the Work or portions thereof by the Director, except that when guarantee periods longer than one (1) year are specified for certain portions of the Work, the longer periods shall govern.

Should defects develop in the Work within specified periods, due to faults in materials or workmanship, the Contractor shall make repairs and perform necessary corrective work. The Contractor shall execute such repairs or corrective work within five (5) days after written notice to the Contractor by the Director. The Contractor shall bear all costs in connection therewith. The Director will give notice of observed defects with reasonable promptness. Corrective work shall comply with the Contract Documents.

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued.

#### **GC-26 FIRE PROTECTION**

All equipment and materials provided under these Specifications shall be installed in strict accordance with the last edition of the Code of the National Fire Protection Association. The Contractor shall comply with all code requirements for Underwriters' Laboratories, Inc. labels. The Contractor and/or respective Subcontractors shall pay all fees and cost that may become necessary in complying with any and all requirements under this heading.

#### **GC-27 USE OF PREMISES**

The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by laws, ordinances, permits and/or direction of the Director or Architect and shall not encumber the premises with material or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

#### **GC-28 WORKING REGULATIONS**

Before commencing work, Contractor shall confer with the official in charge of the building and ascertain full knowledge of all rules and regulations affecting working conditions.

#### **GC-29 WATCHMAN SERVICE**

The Contractor, at his own option, may employ a man or men for watchman service at all times outside of regular working hours and at such times during working hours when work is not in progress at the building. This watchman service will in no way relieve the Contractor of his responsibility for replacing or making good any theft or damage. The Contractor, whether or not he employs a watchman, shall be responsible for all loss or damage of property, equipment, materials, etc. at the site and he shall make good all such damage or loss without additional cost to the Owner.

#### **GC-30 CORRECTION OF WORK BEFORE FINAL PAYMENT**

The Contractor shall promptly remove from the premises all materials condemned by the Architect as failing to conform to the contract, whether incorporated in the work or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by a written notice, the Owner may remove them and may store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within five (5) days thereafter, the Owner may, upon ten (10) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

#### **GC-31 DEDUCTIONS FOR UNCORRECTED WORK**

If it is deemed inexpedient to correct work injured or done not in accordance with Contract, the difference in value, together with a fair allowance for damage shall be deducted either from any retainage, pay request or contract sums.

#### **GC-32 REFERENCE STANDARDS**

Reference made in the Contract Documents to standard specifications, codes, or test methods of technical societies, trade association and similar organization is to the latest revision of such standards in effect 30 calendar days prior to the date of the Contract Documents, unless specifically indicated to the contrary. If the document numbers referenced have since been changed, the current appropriate number shall apply.

#### **GC-33 COOK COUNTY HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County shall engage in unlawful discrimination or sexual harassment against any individual in the terms and conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs. Every Contractor is to certify its compliance with these policies and its agreement to abide by such policies as a part of the Contractor's contractual obligations.

#### **GC-34 ILLINOIS RESIDENCY ORDINANCE**

The Contractor shall comply with "An Act to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year." Attention is called to Illinois Compiled Statutes 1992, 30 ILCS 560/1.

#### **GC-35 EMPLOYMENT - VETERANS**

The Contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointment and employment upon public works, by or for the use of, the State or its political subdivision", approved June 12, 1935, as amended. Attention is called to Illinois Compiled Statutes 1992, 330 ILCS 55/1.

**GC-36 PREVAILING WAGE RATE - PUBLIC WORKS**

The Contractor shall comply with "AN ACT regulation wages of laborers, mechanics and other workman, employed under Contract for public works", approved June 26, 1941, as amended. Attention is called to Illinois Compiled Statutes 1992, 820 ILCS 130, regarding "General Prevailing Hourly Rates."

Prevailing wage rate shall comply with Section 2 of the "Prevailing Wage Act - Illinois Revised Statutes 1991, Chapter 48, Paragraph 39S-1 et.seq.". The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

**GC-37 COOK COUNTY RESIDENCY ORDINANCE**  
**CHAPTER 10, SECTION 41**

Any construction project having an estimated contract value of \$100,000 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

"Actual Residents of the County of Cook" shall mean persons domiciled with the County of Cook. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Director of the Using Department in triplicate, shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the Contractor's and Subcontractor's employment records shall be granted to the Purchasing Agent, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work. Affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

**GC-38 LOCAL BUSINESS PREFERENCE**  
**COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

The Purchasing Agent shall, in the purchase of all supplies, services and construction 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 two percent (2%).

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

**GC-39 CERTIFICATE OF QUALIFICATION**  
**COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.**

No person or business entity shall be awarded a contract or subcontract, for a period of three (3) years, if that person or business entity: (a) has been convicted of bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity; or (b) has made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.

Contractor shall submit three (3) executed originals of the Vendor Certifications which are part of the Execution Forms, with his Proposal. Failure to comply may subject bidder to disqualification.

**GC-40 TAX AND FEE DELINQUENCY**

**COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1**

The County of Cook is entitled to set off a portion of a contract price equal to the amount of the fines and penalties for each tax or fee delinquency and any debt owed by a contracting party to the County of Cook.

**GC-41 DISQUALIFICATION FOR NON-PERFORMANCE**

**COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.**

No person or business entity shall be awarded a contract or subcontract if that person or business entity has had an awarded contract terminated for cause by the Cook County Board of Commissioners. The period of ineligibility shall continue for 24 months from the date the Board terminates the contract.

**GC-42 STEEL PRODUCTS PROCUREMENT**

The Contractor shall comply with "An Act to promote the economy of the State of Illinois and the United States by specifying steel products produced in the United States in all contracts for construction, reconstruction, repair, improvement or maintenance of public works". Attention is called to Illinois Compiled Statutes 1992, 30 ILCS 565/1-7.

**GC-43 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. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/goods actually performed/supplied by the Contractor to the date of termination. Such payment so made to the Contractor shall be in full settlement for services rendered under this Contract.

**GC-44 INSPECTION OF WORK**

The Architect, Program Manager, Director and the Purchasing Agent and their authorized representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection.

If the Specifications, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Architect, Program Manager and the Director and appropriate public authorities, timely notice of the date fixed for each inspection.

**GC-45 ACCIDENT REPORTS**

The Director, Architect, Program Manager and Purchasing Agent shall be given written notification within 24 hours of any occurrence, on the site or otherwise, which involves the Contractor's own personnel, or those of any of his Subcontractors or material suppliers, whether said occurrence be in the nature of bodily injury to employees or third parties or property damage. Property damage is defined as including physical damage on the site and off-site, as well as "Acts of God", such as wind damage, etc.

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 person for injuries sustained, and such other information as may be necessary. The local police should be notified 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. In addition, if injuries or damage occur, the accident shall be reported immediately by telephone or messenger.

#### **GC-46 ROYALTIES AND PATENTS**

All fees for any patent invention, article, or arrangement or other appurtenances that may be used upon or in any manner connected with the construction, erection, or maintenance of the Work, or any part thereof embraced in the Contract Documents, shall be included in the price stipulated in the Contract for said Work and the Contractor shall protect and hold harmless the County of Cook and Architect against any and all demands for such fees or claims or infringements or patent rights as may be made.

The approval of any method of construction, invention, appliance, process, article, device, or material of any kind by the Architect or Director shall only be approval of its adequacy for the work and shall not be approval of the use thereof by the Contractor in violation of any patent or other rights of any third person.

#### **GC-47 PATENTS, COPYRIGHTS AND LICENSES**

Contractor agrees to hold harmless and indemnify Owner, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against Owner 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. Where applicable, Owner shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. 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 Owner, 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 these Contract Documents.

#### **GC-48 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

All drawings, Specifications and copies thereof furnished by the Architect and/or the County of Cook are the property of the County of Cook. They are not to be used on other work, and with the exception of the signed Contract set, are to be returned to the County of Cook at the completion of the Work.

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 hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of 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 Contract herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

**GC-49 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 services and costs associated with performance under the terms of this Contract. Without limiting the generality of the foregoing, the County may, at any time and from time to time, inspect the Contractor's substitution logs, payroll logs, special diet logs, general meal logs, temperature records and any other documents or data pertaining to the services performed by the Contractor under the 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 for services 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-50 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 personally 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 OF COOK:

PURCHASING AGENT  
County of Cook  
1018 County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference Project and County Contract Document Number)

TO THE VENDOR:

At address provided in bid proposal or as otherwise indicated in writing to Owner.

#### **GC-51 MISCELLANEOUS**

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

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 not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. 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.

#### **GC-52 ENTIRE AGREEMENT**

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

#### **GC-53 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-54 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM ORDINANCE, 06-O-48**

##### **I. Policy and Goals**

It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and subcontracts and to eliminate arbitrary barriers for participation, as both Contractors and Subcontractors or Suppliers, in such contracts by Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs).

In furtherance of this policy, Cook County has adopted a Minority and Women Owned Business Enterprises Construction Interim Ordinance (the "Ordinance"), establishing Annual Aspirational Goals of 24% MBE and 10% WBE participation on an aggregate basis. A copy of the Ordinance is attached to these General Conditions, and its terms become covenants of performance upon award of this Contract.

The terms in these General Conditions shall have meaning of terms as defined and used in the Ordinance.

A Bid shall be rejected if the County determines that a Bid fails to meet the required commitments specified herein, including but not limited to, commitments to achieve the applicable Project Specific MBE and WBE Goals or the Bidder's documented Good Faith Efforts to do so.

A Bidder may achieve the Project Specific MBE and WBE Goals by its status as a MBE or WBE; by subcontracting a portion of the work to one or more MBEs and/or WBEs; by entering into a joint venture with one or more MBEs and/or WBEs; or by any combination of the foregoing.

**GC-54 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM  
ORDINANCE, 06-O-48 (CON'T.)**

A Contractor's failure to carry out in good faith its Project Specific MBE and/or WBE Goal commitments in the course of the Contract's performance shall constitute a material breach of the Contract and a violation of the Ordinance. If such breach is not cured, it may result in the termination of the Contract or such remedy authorized by the Ordinance or the Contract, in the County's sole discretion.

If at any time following appropriate investigation, the County has reason to believe that any person or firm has knowingly and willfully provided incorrect information related to, or made false representations in connection with any aspect of the implementation of the Ordinance or these General Conditions, such matter shall be immediately referred to the Purchasing Office and the State's Attorney for consideration of sanctions as provided by the Ordinance and other applicable civil and criminal laws.

The Bidder must maintain a record of all relevant data with respect to the utilization of MBEs and WBEs, including but without limitation, payroll records, invoices, canceled checks, sworn statements and books of account for a period of at least 5 years after Cook County's final acceptance of the work. Full access to these records shall be granted to the County, or to any municipal, state or federal authorities, by the Bidder upon 48 hours written demand by the County. The County shall have the right to obtain from the Bidder any additional data reasonably related or necessary to verify any representations by the Bidder in the MBE/WBE Utilization Plan or documents regarding the Bidder's compliance with its Utilization Plan, these General Conditions, the MBE/WBE Program or Ordinance provisions.

**II. Required Pre-Award Bid Submittals**

To be responsive, a Bidder shall either (1) meet the Project Specific MBE and WBE Goals by submitting with the bid a Utilization Plan, supported by Letters of Intent and Letters of Certification from the proposed MBEs and WBEs, and, if applicable, and Joint Venture Affidavit(s), establishing that the Bidder has met the Project Specific MBE and WBE goals, or (2) if the Bidder cannot achieve the Project Specific MBE and/or WBE Goals, by submitting with the bid documentation its Good Faith Efforts to meet the Project Specific MBE and/or WBE Goals. Good Faith Efforts mean actions undertaken by a Bidder to achieve a MBE or WBE goal, which, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the Project Specific goals.

Failure to submit the following documents in accordance with these requirements will cause the Bid to be considered non-responsive and shall be cause for the Bid to be rejected. The Director of the Office of Contract Compliance reserves the right to request supplemental information regarding a Bidder's submissions and the Bidder shall furnish such information in a timely manner. Failure to furnish information or otherwise cooperate may result in the rejection of the Bid.

**GC-54 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM  
ORDINANCE, 06-O-48 (CON'T.)**

**A. MBE/WBE Utilization Plan**

**The Bidder must submit with its Bid a completed Utilization Plan.** The Utilization Plan shall list the name(s), address(s), telephone number(s), e-mail(s) and contact person(s) of each Subcontractor(s) or Supplier(s) intended to be used in the performance of the Contract, including firms proposed as MBEs or WBEs to meet the Project Specific Goals.

Bidders must notify MBEs and WBEs of subcontracting opportunities at least 10 business days before submission of the bid.

A MBE or WBE Bidder may count its own participation, less any amount subcontracted, toward a goal for which it qualifies but may not divide its participation between two goals. Likewise, the participation of a MBE or WBE Subcontractor or Suppliers may be counted towards only one goal on a contract. The participation of a firm certified as a MBE and a WBE may not be divided between two goals.

A Bidder may count only the participation of MBEs and WBEs for the scopes of work for which they are certified on or before the date of the Bid submission. If the MBE or WBE ceases to be certified during the performance of the contract, participation will only be counted for the value of the work that was performed while the firm was certified.

A Bidder may count the MBE or WBE participation of every level of subcontracting toward the Project Specific Goal(s) of MBEs and WBEs listed on the Utilization Plan.

Where the solicitation requires the Bidder to submit a base bid and one or more alternates, the Utilization Plan must demonstrate the Bidder's achievement of the Project Specific Goal(s) or its Good Faith Efforts to achieve the Project Specific Goal(s) on the base bid.

If the Bidder is unable to achieve the Project Specific Goal(s), it must demonstrate its Good Faith Efforts to do so. The Bidder must show that it took all necessary and reasonable steps to achieve the Project Specific Goal(s), which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain MBE or WBE participation, even if they were not fully successful. A Bidder need not actually meet a Project Specific Goal to be awarded a contract if the Bidder demonstrates its Good Faith Efforts. The efforts employed by the Bidder must be those that one could reasonably expect a Bidder to take if the Bidder were actively trying to obtain MBE and WBE participation sufficient to meet the MBE and WBE contract goals. Mere *pro forma* efforts are not Good Faith Efforts to meet the MBE and WBE contract requirements.

A Bidder must document its Good Faith Efforts in its Utilization Plan. The specific requirements that Cook County will consider as part of the Bidder's Good Faith Efforts to obtain MBE and WBE participation are identified in the Minority and Women Owned Business Enterprise Construction Interim Ordinance, 06-O-48.

If a Utilization Plan is denied because the Good Faith Efforts requirements have not been met, the County shall inform the Bidder in writing of the basis for the denial. To protest such a decision, the Bidder shall follow the purchasing protest process described in Cook County's Purchasing Office solicitation instructions.

**GC-54 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM ORDINANCE, 06-O-48 (CON'T.)**

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

The Bidder shall submit with its bid completed Letter(s) of Intent (LOI) utilizing the Letter of Intent format from the bid documents (EF-Pages PE-6d and PE-6e). The LOI must be executed by an authorized representative of the MBE or WBE identified on the Utilization Plan and by the authorized representative of the Bidder. The LOI must accurately and completely detail the work to be performed and/or the materials to be supplied, and the agreed rates and/or prices to be paid. All Utilization Plan commitments must conform to those included in the submitted LOIs. The LOI will become a binding contract covenant upon the Bidder's receipt of a signed contract from Cook County.

**C. Letters of Certification**

To be counted towards meeting the MBE or WBE Project Specific Goal(s), a Bidder or its Subcontractors or Suppliers must be certified by Cook County, the City of Chicago or the Illinois Unified Certification Procedure pursuant to 49 CFR Part 26.

The Letter(s) of Certification must be submitted with the Utilization Plan.

The Director of the Office of Contract Compliance retains the right to reject for credit towards meeting a MBE or WBE Goal the certification of any firm that does not conform to the Ordinance's eligibility standards.

**D. Joint Venture Affidavit**

If a Bidder seeks to meet the Project Specific MBE and/or WBE Goals by entering into a Joint Venture, the Bidder must submit the Affidavit of Joint Venture (MBE/WBE) included in the bid document (MF-Pages MF-4 through MF-4i).

**III. Contract Monitoring**

**A. Forms**

**To monitor the participation of Subcontractors or Suppliers on Cook County contracts, the Contractor must submit a monthly Status Report of Subcontract Payments (MF Pages MF-5 and MF 5-a) by the 15<sup>th</sup> of each month.** The Status Report must reflect, from project start to date, the Contractor's receipt of payments from the County of Cook and the utilization of and payments to all Subcontractors or Suppliers identified in the Utilization Plan. The Status Report must include the Subcontractor/Supplier Payment Form (MF Page MF-6) from each Subcontractor or Suppliers identified in the Utilization Plan. Failure to submit a completed monthly Status Report will be a violation of these General Conditions and result in a HOLD being placed on all monies due and/or that may become due the Contractor and may cause the Contractor to be deemed to be in breach of the Contract.

Please return the reports to the attention of:

LaVerne Hall  
Director of the Office of Contract Compliance  
118 N. Clark Street, Room 1020  
Chicago, IL 60602

**GC-54 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM ORDINANCE, 06-O-48 (CON'T.)**

**B. Procedures**

Procedures for monitoring compliance may include, but are not limited to, site visits or telephone audits; consideration of requests for substitutions, additions, deletions, or change orders; and review and verification of payments to Subcontractors or Suppliers as documented by the monthly Status Reports of Subcontractor/Suppliers Payments.

**1. Substitutions, Additions or Deletions of Subcontractors or Suppliers**

The Contractor must seek in writing and obtain the prior approval of changes to the original Utilization Plan on the form provided by the County. The Director of Contract Compliance has sole authority to approve or deny changes or substitutions to the Utilization Plan. The written request must state specific reasons for the proposed addition, deletion or substitution of a Subcontractor or Supplier. The facts supporting the request must not have been known nor reasonably should have been known by the Contractor and proposed Subcontractor or Suppliers prior to the submission of the Utilization Plan. The Contractor must submit documentation to substantiate its request for a change in the Utilization Plan. Such documentation may include, but is not limited to, documentation from the project manager or other appropriate County staff assigned to oversee the project; correspondence between the Contractor and the Subcontractor or Supplier; or field notes, laboratory reports, photographic evidence or other materials. If a Contractor proposes to add a MBE or WBE to the Utilization Plan after the Contract has been awarded, a signed Letter of Intent must be submitted with the request.

If a Contractor proposes to substitute, add or delete a Subcontractor or Supplier and either (1) the Project Specific Goal(s) were not met prior to this action, or (2) the Project Specific Goal(s) may not be met because of this action, the Contractor must make Good Faith Efforts to meet the Project Specific Goal(s). Documentation demonstrating Good Faith Efforts, as described above, must be submitted with a request for substitution, addition or deletion if the Project Specific Goal(s) are not otherwise met. The Director will determine whether Good Faith Efforts have been made. If Good Faith Efforts to substitute or add a MBE or WBE have been made and the Contractor has been unsuccessful in substituting with a MBE or WBE to the satisfaction of the Director, then the Contractor may substitute or add a non-certified firm.

Within 7 days of the Contractor's receipt of a notice of intent to impose an adverse substitution, addition or deletion decision, the Contractor may file a written notice of intent to appeal with the Director. Failure to file a timely notice waives all rights to appeal or protest the adverse decision.

After filing a notice of intent to appeal, a Contractor may file a written appeal of the adverse decision, stating the grounds for appeal, including the reasons that the Contractor believes the denial of the request to substitute, add or delete Subcontractors or Suppliers to be inappropriate. The appeal must be submitted to the Director within 21 calendar days of receipt of the notice of intent to impose an adverse decision.

The Director's final decision on the written appeal shall be made after an informal hearing and shall be communicated to the Contractor within 10 days of the hearing. The Contractor may appeal the Director's decision to the President of the Cook County Board of Commissioners within 7 days of the date of receipt of the Director's decision. The President's determination shall be rendered within 21 days and shall be final.

**GC-54 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM ORDINANCE, 06-O-48 (CON'T.)**

2. Change Orders

Change orders issued on competitively bid contracts that do not alter the scopes of work originally required to perform the Contract shall be undertaken using the Subcontractors and Suppliers listed in the Utilization Plan. If the work involved in a change order is to be performed by the Contractor or Subcontractors or Suppliers already involved in the work, that fact shall be noted on the change order, a copy of which shall be forwarded to the Director.

If a change order requires that the Contractor add a Subcontractor or Supplier to the project with the result that the Project Specific Goal(s) will not otherwise be met, the Contractor must make Good Faith Efforts to meet the Project Specific Goal(s) by adding a MBE or WBE so as to meet the Project Specific Goal(s). If Good Faith Efforts, as described above, to add a MBE or WBE have been made to the satisfaction of the Director, then the Contractor may add a non-certified firm.

If a change order involves only deletion of the amount of work, a statement to that effect shall be noted on the change order, a copy of which shall be forwarded to the Director and the Project Specific Goal(s) recalculated.

If a change order results in the deletion of a scope of work to be performed by a MBE or WBE, the County's Project Manager shall notify in writing the Contractor and the MBE or WBE. The Director shall adjust the Project Specific Goals.

**IV. Contract Closeout Procedures**

After receipt of contract close-out documents, the Director shall notify in writing the User Department whether the Contractor has paid all uncontested amounts to Subcontractors and Suppliers listed on the Utilization Plan, and otherwise fulfilled the Contract's terms related to the MBE and WBE commitments.

If the Director determines that the Contract's terms have been fulfilled, the Project Manager may authorize final payment and close out the contract in accordance with the County's procedures.

If the Director determines that the Contract's terms have not been fulfilled, the Director shall inform the Project Manager and the Contractor in writing of the reasons for the determination, the sanctions recommended, and the procedures to appeal the determination. If the recommended sanctions contain any fine or liquidated damages, the Project Manager shall retain from any payment due, the amount of such sanction during the pendency of an appeal.

**END OF SECTION**

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## SPECIAL CONDITIONS

### SC-01 DEFINITIONS (Ref. IB-01)

- A. The "Director" as defined in IB-01 Paragraph A. of the Instructions to Bidders is Herman Brewer, Director, Office of Capital Planning and Policy, County of Cook, Illinois.
- B. The "Purchasing Agent" as defined in IB-01 Paragraph C. of the Instructions to Bidders is Maria de Lourdes Coss, Purchasing Agent, County of Cook, Illinois.
- C. The "Architect" as defined in IB-01 Paragraph D. of the Instructions to Bidders (also referred to as "Consultant") is Holabird & Root LLC. The terms "Architect" and "Engineer" may be used interchangeably.
- The "Program Manager" as defined in IB-01 Item E of the Instructions to Bidders is not applicable for this project. Any reference to a Program Manager in the body of the documents shall be construed as a reference to the County or Architect, at the option of the County.
- D. The "General Contractor" shall mean the General Contractor for the Work, its employees, its subcontractors and their employees, suppliers and all other retained by the General Contractor for this Work.
- E. "LEED" stands for "Leadership in Energy & Environmental Design". It is a set of criteria formulated by the U.S. Green Building Council. Per Cook County mandate all newly constructed buildings, and buildings undergoing Capital Improvements, will be in compliance with the standards and requirements for the LEED Green Building Rating System. Reference SC-31 to determine if this project is subject to the LEED requirements.
- F. The "Project" means County of Cook Countywide Exterior Wall Renovation, Building Group 2, Bid Package C: Juvenile Temporary Detention Center: East Building, 1100 S. Hamilton Avenue, Chicago, IL 60612; West Building, 2245 W. Ogden Avenue, Chicago, IL 60612; Parking Facility, 1100 S. Hamilton Avenue, Chicago, IL 6061.
- G. "Notice of Award" means a written notice that the Contract has been awarded to the Contractor, subject to proper bonding, insurance and other requirements of execution, which will be issued to the Contractor by the Purchasing Agent of Cook County.
- H. "Notice to Proceed" shall mean a written notice issued by the Director, directing the Contractor to proceed with the construction activities of the Work as of the Notice to Proceed Date (defined below). A Notice to Proceed will not be issued until permit requirements have been met as set forth in SC-13.
- I. "Notice to Proceed Date" shall mean the date of the Notice to Proceed, or such other date as is set forth in the Notice to Proceed.
- J. "Contract Time" shall mean a period of four hundred and fifty five (455) calendar days starting on the Notice to Proceed Date. The 455 day period shall include a 90 day period of time that may be utilized as a "winter shut-down" period if necessary. The winter shut-down period shall occur from December 1<sup>st</sup> to March 1<sup>st</sup>. Contractor must request written approval from the County for the use of the winter shut down period no later than November 1<sup>st</sup>. The County reserves the right to decline the use of the winter shut-down period if the County deems it unnecessary.
- K. "Substantial Completion", "substantial completion", "Substantially Complete" or "substantially complete" means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by SC-28. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the Architect issues a Certificate of Substantial Completion in accordance with GC-24, setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- L. "Project Closeout Items" means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as

described in SC-28; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.

- M. "Final Completion" means all aspects of the Project are complete, including all punchlist items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to SC-28 have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been approved by the County and the Architect.
- N. "Critical Path" activities mean activities which control the Project duration. These are the activities or sequences of activities that take the most time to complete, and therefore have the greatest potential to delay the Project.
- O. "Time Schedule" means the time schedule approved by the County in accordance with SC-09, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements set forth in SC-12, which shall set forth all Critical Path and other activities necessary to perform the Work in accordance with the Contract Documents. The Time Schedule must set forth the "Critical Path" activities showing all interrelationships with other activities as required to complete the Project.
- P. "System" or "system" means a network of assemblies, components and parts, interfaced with each other and with any existing building equipment or utilities as required to provide integrated unit(s) and a functionally complete and operable product, turned over to the Owner in condition for service.
- Q. "Utility" or "utility" means a commodity or service, such as electricity, water, sewer, and telecommunications, traditionally provided by a public utility, but including such as may be provided by private companies or providers.
- R. "Key Personnel" shall mean those individuals defined in SC-26, who are identified on Exhibit D, to be completed by Contractor and included in the Contractor's bid proposal.
- S. "Items of Work" are distinct portions of the Work indicated and quantified in the Contract Documents.
- T. "Supplementary Repairs" are Items of Work quantities in excess of the quantities indicated on the Contract Documents that may be deemed necessary for completion of the Work by the Architect and the County. Supplementary Repairs are described and identified in the proposal form and include quantities, items, materials and equipment for Items of Work where the scope of a particular item of Work cannot be exactly determined without further investigation during construction.
- U. "Restricted Tools, Class A" are defined to be tools that can be used by detainees (inmates) in effecting an escape, causing death, a serious injuries or in any manner incompatible with their confinement. The tools noted as follows are typical examples of Class A tools. They include but are not limited to "Crow Bars, Bolt Cutters, Drills, Files, Saws, Screwdrivers, Hammers, etc.
- V. "Less Restricted Tools, Class B" are defined to be all tools not listed as Class A tools

#### **SC-02 SPECIFICATIONS (Ref. IB-01)**

The Specifications consist of those volumes noted below. Each Bidder will be given three (3) copies of Volume 1 and one (1) copy of Volume 2.

- Volume 1 – Legal Advertisement, Instructions to bidders, Conditions of the Contract, Proposal and Other Forms.
- Volume 2 – Technical Specifications

Index of Drawings: See Exhibit A

With regard to the Technical Specifications contained in Volume 2, the grouping of work items is for convenience only and in no way shall imply or relate to the jurisdiction of each trade involved. The Contractor is charged with the responsibility to divide the aspects of the Work among the trades and subcontractors appropriately. None of the Architect, the Program Manager or the Owner assumes responsibility for such interpretations or divisions.

### **SC-03 PREPARATION OF BID (Ref. IB-03)**

Instructions to Bidders IB-03 is modified by the addition of the following:

The bid proposal forms are found in the "Proposal Execution forms" contained in Volume 1. In addition to the bid proposal documents referenced in IB-03, all Bidders must submit the Bid Proposal Breakdown Form attached to the Bid Proposal forms as PE-1b.

If the Bidder is a joint venture, Bidder shall submit a copy of its joint venture agreement along with the Bid Proposal. Joint Ventures must execute the Bid Proposal on page PE-8 and provide evidence of actual authority for the individual executing or provide signature pages for each member of the joint venture. Joint Ventures shall comply with the requirements of the Assumed Business Name Act (Illinois Compiled Statutes 1996, 805 ILCS 405/1).

### **SC-04 PRE-BID CONFERENCE; SITE INSPECTION CERTIFICATE; REVIEW OF REPORTS (Ref. IB-09)**

The second sentence of IB-09 is deleted and the following inserted in its place.

A mandatory pre-bid conference and site visit will be held on the date, time and location indicated in the Legal Notice. At that time, specific questions will be entertained and Contract Documents will be clarified. The prospective Bidders will have the opportunity to walk through the existing conditions of the Project site.

The County may require persons attending the pre-bid conference to sign a waiver and release in the form attached as Exhibit F and to supply satisfactory evidence of workers compensation and commercial general liability insurance.

It is the responsibility of the Bidder to review and become acquainted with the Contract Documents prior to bidding.

Bidders are also advised that Owner has commissioned limited site environmental investigations from STAT Analysis Corporation & Analytical Lab. Copies of the reports submitted by such consultants are included in Exhibit K. The reports by such consultants present the results of the respective firm's observations, analyses and recommendations concerning parameters that may influence exterior construction work. These reports are provided for information only. The Owner makes no representations as to the information contained in the reports. The Owner neither endorses, supports nor concurs with the observations, analyses and recommendations contained in the reports. Bidders shall take the provisions of IB-10 into consideration when assessing the contents of the reports.

### **SC-05 BIDDER WARRANTIES (Ref IB-10)**

By submitting a bid on this Project, the Contractor represents and warrants to Owner that it is experienced in the type of construction represented by this Project, that Contractor understands the complexity involved in this type of construction and the necessity of coordination of the Work with governmental authorities and the community within which the Project will be constructed.

With its bid, each Bidder shall submit evidence of experience in the format attached hereto as Exhibit G. This experience shall include at least three (3) renovation or rehabilitation projects of comparable size and complexity to the Project that the Bidder has completed as the prime contractor, or as the majority partner in a joint venture or partnership, or as a substantial member of another business entity. If the Bidder is a joint venturer or partnership, then evidence of experience may include which a majority member, partner or venture completed shall be considered as experience of the Bidder. If the Bidder is a corporation or limited liability corporation, then projects completed by a majority shareholder or member shall be considered as experience of the Bidder. In an appropriate case, experience of Key Personnel may be considered as experience of the Bidder, if in the County's reasonable judgment, the Bidder has the experience and capacity to provide support for the proper performance of the Work and completion of the Project. Bids that do not demonstrate the required experience in Exhibit G shall be considered non-responsive.

### **SC-06 PERFORMANCE AND PAYMENT BOND (Ref. IB-14)**

Instruction to Bidders IB-14 is modified by the addition of the following:

Each Bidder shall submit with its bid proposal an executed Surety Statement of Qualification for Bonding (PE-5). Upon award, the successful Bidder shall be required to submit one performance and payment bond in the Owner's customary form (a copy of which is included as Miscellaneous Forms page 2)) in the full amount of the bid proposal on behalf of the Joint Venture, if the successful Bidder is a Joint Venture. Multiple performance and payment bonds issued to each member of the Joint Venture which total the bid proposal amount will not be accepted.

#### **SC-07 SUBSTITUTIONS (Ref. IB-18)**

Substitutions will not be permitted.

#### **SC-08 TAXES (Ref IB-22)**

IB-22 is amended to read as follows:

Federal Excise Tax does not apply to materials purchased by the Owner by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to goods or services purchased by the Owner 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 transaction. The Owner's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-06.

#### **SC-09 PRE-CONSTRUCTION PHASE ACTIVITIES**

This section sets forth certain pre-construction activities which must be performed by the Contractor prior to the commencement of any construction or demolition activities on the Project Site. Contractor will begin the pre-construction activities immediately upon receipt of Notice of Award. The time period within which these activities will be performed is sometimes referred to as the "pre-construction phase."

- A. **Time Schedule:** Notwithstanding any provision to the contrary in the General Conditions or other sections of these Special Conditions, the Contractor shall submit a draft Time Schedule for the Work no later than fourteen (14) calendar days after the date of the Notice of Award. The minimum requirements for the activities which are required to be detailed on the Time Schedule, and any project specific requirements for the Time Schedule, are set forth in Section SC-12 of these Special Conditions. The County will notify the Contractor in writing within ten (10) business days after receipt of the draft Time Schedule (or any revised draft) either that the draft Time Schedule is accepted or that it is rejected, setting forth the reasons for such rejection. If the draft Time Schedule is rejected, the Contractor shall re-submit a revised draft which is responsive to the County's comments within ten (10) business days after the date of the notice of rejection. A Notice to Proceed with construction will not be issued until a Time Schedule is approved. If the Time Schedule has not been approved within sixty (60) days after the Notice of Award (such 60 day period to be extended by any period of delay by the County in accepting or rejecting a draft Time Schedule), the Contractor shall be deemed to have failed to submit an acceptable Time Schedule in a timely manner, which shall constitute a material breach of the Contract and shall constitute grounds for default pursuant to General Conditions, Section GC-19. The County's approval of the Time Schedule shall not relieve the Contractor of the obligation to properly schedule the Work so as to substantially complete the Work within the Contract Time. The absence of an activity from the Time Schedule shall not relieve the Contractor of the obligation to perform all activities necessary for completion of the Work.
- B. **Permits:** GC-07 requires the Contractor to secure all permits and licenses necessary to carry out the Work. Additional provisions and requirements regarding permits are contained in SC-13.
- C. **Permits Status Reports:** The Contractor shall provide the County and the Program Manager with a written status report on the permit review process as to all permit applications, beginning two (2) weeks after the filing of the first such application and every two (2) weeks thereafter until all necessary permits have been issued. If the Contractor requires assistance in the permitting process from either the County or the Architect, the Contractor shall request such assistance in writing, directed to the party whose assistance is requested, and specifying the nature of the assistance request. In the case of assistance from the Architect, a copy of such request shall be provided to the County and the Program Manager. A Notice to Proceed will not be issued until all permits have been issued which are required by laws or ordinances for construction to begin.
- D. **Progress Reports:** In addition to the permit status reports required under subsection C above, no later than 30 days after the date of the Notice of Award, and every 30 days thereafter, the Contractor shall prepare and submit to the County, the Program Manager and the Architect a detailed written report detailing the progress of the Work, including pre-construction activities described in this Section SC-09. The requirements for the Contractor's progress reports are set forth in the Technical Specifications.

#### **SC-10 SUBMITTALS & LONG LEAD TIME MATERIALS**

- A. **Schedule of Submittals:** Within twenty-one (21) days after the Notice of Award, the Contractor shall submit a schedule of delivery for all submittals required by the Technical Specifications to the Architect. The Contractor shall include a transmittal letter with each submittal, identifying the item by manufacturer,

model number, CAD identification number and reference to specification sections of items of construction. Use separate transmittal for each submittal. Each submittal shall have a chronological submittal number.

**B. Documentation:** The Contractor shall submit appropriate documentation (e.g. shop drawings, product submittals) for all materials, systems, equipment, fixtures, personal property, and other items, in all detail required by the specifications, but, at a minimum, describing the following:

1. Product sheets including but not limited to: HVAC, mechanical, telecommunications and data systems, fire systems, conveying, plumbing, electrical, structural, architectural, landscaping, general site, chemical, furniture, fixtures and equipment and special construction.
2. Product sheets will include as applicable:
  - a. Physical dimensions
  - b. Physical space required for operation
  - c. Weight
  - d. Building structural requirements
  - e. Power requirements
  - f. Exhaust requirements
  - g. Water requirements
  - h. Chemical requirements
  - i. Air-conditioning requirements
  - j. Maintenance requirements
  - k. Conveying system requirements
  - l. Supplies required.

**C. Copies:** The Contractor shall submit six (6) copies of brochures/technical materials for each item. The Contractor shall submit one (1) reproducible set and two (2) sets of prints for all drawings required.

**D. Address for Submittals:** All submittals shall be sent to:

Architect: Holabird & Root LLC  
140 S. Dearborn Avenue  
Chicago, IL 60603  
Attn: Mr. Greg Marinelli

#### **SC-11 MATERIAL, APPLIANCES AND EMPLOYEES (Ref. GC-04)**

General Condition GC-04 is modified by the addition of the following:

Contractor is responsible for the construction of the Project in accordance with the Contract Documents. Contractor shall consult with the Owner and its Architect and Program Manager regarding site use and improvement; and the selection of materials, building code issues which could delay the Project, building systems and equipment. Contractor shall evaluate and make recommendations to Owner, Architect and Program Manager concerning construction feasibility, labor utilization and avoidance of labor disputes, material procurement, equipment rental or purchase, life cycle costing, phasing and early start of portions of the Work.

All materials, equipment, supplies and other items furnished pursuant to this Contract shall be of current production. Discontinued products, model numbers, or other out of production items will not be accepted by the Owner. All materials and equipment provided by Contractor shall not be subject to any conditional bill of sale, security agreement, financing statements, chattel mortgage or other claim.

Contractor shall not make any change or reassignment of Key Personnel (as defined in SC-26) without prior notice to and prior acceptance by the Owner. In the case that any of the Key Personnel shall not at any time be able to perform his or her assigned function as described in this Contract, Contractor shall promptly give written notice thereof to the Owner and furnish an alternate individual which is acceptable to Owner in replacement of any such Key Personnel.

The Owner may, at any time, give written notice to the Contractor requesting the removal of any of the Key Personnel or any of the Contractor's other assigned personnel from the Project. Upon receipt of such notice, the Contractor shall forthwith remove such Key Personnel or other assigned personnel and furnish to the Owner other acceptable personnel.

**SC-12 TIME AND PROGRESS (Ref GC-05)**

GC-05 is deleted in its entirety and replaced by the following:

- A. Time of the Essence. TIME IS OF THE ESSENCE OF THIS CONTRACT:** The Contractor agrees to commence the Work in conformity with the provisions set forth herein and to prosecute the Work with all due diligence, so as to substantially complete the Work within the Contract Time, using double shift, weekend and holiday work when necessary.
- B. Requirements for Time Schedule:** The Contractor shall prepare and update monthly a Time Schedule as required in SC-09 and in conformance with the requirements outlined herein. The Time Schedule shall be a computerized schedule, utilizing Primavera P3 software. A sample format for the Time Schedule is attached as Exhibit C. The Time Schedule must provide for substantial completion of the Work within the Contract Time. The Time Schedule shall include hammock line items to facilitate the summarization of the schedule. Such hammock line items shall be defined by the County or the Program Manager within 10 days after submittal of the first draft Time Schedule, and shall be incorporated into the Time Schedule by the Contractor before approval of the Time Schedule.
- C. Activities to Be Included in Time Schedule:** The Time Schedule shall include, as a minimum, the following categories of activities: The itemization of the following categories of activity into individual activity line items shall be subject to the approval of the County. Activity or approvals by the County, Program Manager or Architect shall be represented by different line items from activity by the Contractor. All activity line items shall be indexed to trade subcontractor, responsibility (Owner or Architect or Contractor), and physical area designations.
1. Preconstruction:
    - Contract Award
    - Permit approval
    - Notice to Proceed
    - Key Submittals
    - Site Planning Meeting
  2. Procurement of Long Lead Items
  3. Site Preparation; Demolition
  4. Construction
  5. Equipment Installation
  6. Systems Test, Balance, Adjustment and Commissioning
  7. Site Readiness (Substantial Completion) Walkthrough
  8. Punch list work
  9. Staff Training
  10. Final Completion and Closeout Documentation
- D. Critical Path:** The Critical Path shall clearly be indicated on the schedule. The Time Schedule shall incorporate a minimum of 5% of the Contract Time as the original total float on the most critical path.
- E. Updates:** The Contractor shall submit monthly revised schedule updates to the County, but any such updates shall not operate to extend the Time Schedule except in accordance with GC-17. Any revisions to the Time Schedule, and other scheduling requirements listed in the Contract Documents, shall not delay, obstruct, hinder or interfere with the commencement, progress or completion of any other work on the Project.
- F. Weekly Progress Meetings.** It will be the Contractor's responsibility to attend the Weekly Progress Meeting. At the meetings, Contractor shall present a list of items completed in the week prior to the meeting as well as a two-week look-ahead schedule as a reminder of upcoming activities.
- G. Failure to Meet Schedule:** If the Contractor fails to accomplish portions of the Work within the period set forth in the Time Schedule, or fails to achieve "milestone" dates set forth in the Time Schedule, and if no extension of the Contract Time is agreed to by the County, the Contractor shall provide to the County upon request a written recovery plan indicating the manner in which the Contractor intends to recover the lost time in order that the Project can be completed within the Contract Time. If the Contractor fails to provide a realistic recovery plan, and if the County reasonably deems the delay to be material, then the County may declare the delay to be a default under the Contract and may proceed in accordance with

GC-19. If the milestone dates are not achieved, then the County shall have the right to require an acceleration plan that restores the schedule and ensures meeting all subsequent milestone dates.

**SC-13 PERMITS (Ref. GC-07)**

General Condition GC-07 is modified by the addition of the following:

The Contractor is responsible for applying for and completing the building permit process

**A. Schedule of Permit Activities:** The scheduling requirements for the permit process are as follows:

1. Within five (5) business days after Notice of Award, the Contractor shall inform the Architect in writing of any drawings or other materials necessary for purposes of applying for and processing the building permit and any other permits necessary for commencement of the Work that the Contractor has not received.
2. Within five (5) business days after the Contractor's request, the Architect shall provide the requested drawings or other materials. If the Contractor does not timely receive the requested drawings or other materials necessary to file a particular permit application, the Contractor shall immediately notify the Owner and the Program Manager in writing of the failure of the Architect to supply such requested drawings or other materials, and the affected permit application shall be filed by the Contractor within three (3) business days after receipt of the necessary drawings.
3. Within fifteen (15) days after the Notice of Award (unless extended pursuant to Section SC-13. A. 2 above), the Contractor shall have completed the filing of all building permit applications and applications for any other necessary permits with the appropriate authorities.
4. Within sixty (60) days after the Notice of Award, the Contractor shall have obtained all building and other permits. If the Contractor fails to obtain all permits within sixty (60) days after the date of the Notice of Award (such sixty (60) day period to be extended by any period of delay by the Architect in providing necessary permit drawings (and to be further extended by any period of delay that the Contractor can demonstrate to the satisfaction of the Director was not the fault of the Contractor), such failure shall constitute a material breach of the Contract, and shall constitute grounds for default pursuant to General Conditions, Section GC-19.
5. A copy of each permit application shall be submitted to the County within 3 calendar days after filing for such application. A copy of the actual permit shall be submitted to the County within 3 calendar days after it's receipt by Contractor.

**B. Contractor to Provide Copies:** The Contractor shall provide copies to the Owner, Program Manager and Architect of all correspondence, applications, and transmittals related to the building and other permits simultaneously with mailing or filing of such material. The Contractor shall submit two (2) copies of each building and other permit to the Owner, Program Manager and Architect prior to starting Work for which such permit is required.

**C. Permit Fees:** Contractor shall be responsible for procuring, at its own expense, any and all permits necessary for the completion of the Project.

**D. Agencies Having Jurisdiction Over Aspects of the Project:** The Contractor is advised that the following agencies may have jurisdiction over aspects over the Work of this Project:

1. Department of Transportation/City of Chicago
2. Illinois Department of Transportation
3. Bureau of Water Distribution/City of Chicago
4. Department of Sewers/City of Chicago
5. Bureau of Electricity/City of Chicago
6. Bureau of Streets/City of Chicago
7. AT&T and/or other Telecommunication Providers as applicable
8. Commonwealth Edison
9. Peoples Energy/Nicor
10. Chicago Transit Authority
11. Western Union Telegraph/MCI
12. Metropolitan Water Reclamation District
13. Fire Prevention Bureau/City of Chicago

14. Department of Building and Zoning/City of Chicago
15. Departments of Building and Zoning of Local Municipalities
16. Cook County Department of Building and Zoning
17. Office of the State Fire Marshall
18. Illinois Medical District
19. Illinois Environmental Protection Agency

The above list is for informational purposes only, and is not intended to be all inclusive. Contractor shall be responsible for determining which agencies may be affected by the Work of this Project and for any permits, approvals or coordination required by any such agency. For Projects not located in the City of Chicago, applicable municipal or County departments will have jurisdiction.

#### **SC-14 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS (Ref. GC-08)**

Section 2.3.6 is modified to read as follows:

##### **2.3.6. Additional Insured:**

- (1) The County of Cook, Illinois
- (2) Commissioners, Officials and Employees of Cook County
- (3) The Architect, and its providers.

The additional insureds shall be listed on the Comprehensive General Liability, Automobile and Umbrella Liability policies. It is also understood that relative to the Comprehensive General Liability, Automobile and Umbrella Liability policies, the County of Cook and other parties listed as additional insureds shall have the rights of an Additional Insured as provided by ISO endorsement CG 0001 1185, GL 0002 or GL 0404. *No other form will be accepted without express prior written approval of Cook County Risk Management.* All liability policies shall entirely delete IAO endorsements CG21 34 11 88 and CG21 39 11 88 or other such endorsement or policy provision which limit contractual liability. All policies shall contain a 90 day Notice of Cancellation to Cook County.

#### **SC-15 VARIATIONS (Ref. GC-14)**

General Condition GC-14 is modified by the addition of the following:

Contractor shall make no substitution for materials, equipment, supplies, articles, or processes required under this Contract unless prior written approval is given by the Owner. All such substitution requests shall be made in accordance with SC-07.

#### **SC-16 PROVISIONS RELATIVE TO DELAY (Ref. GC-15)**

The following provisions are added to General Condition GC-15

When a delay occurs due to unforeseen causes, beyond the control and without fault or negligence of the Contractor, including, but not limited to, acts of God, acts of public enemy, governmental acts, fires, floods, epidemics, strikes (except those caused by improper acts or omissions of the Contractor), extraordinary delays in delivery of materials caused by strikes, lockouts, wrecks, freight embargoes, or governmental acts, the time of completion shall be extended in whatever amount as determined by the Owner to be equitable. The time extension shall be based on an analysis of the most recent approved Time Schedule submitted for review along with the request for time extension. An "Act of God" means an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make preparations in defense against it. A rain, windstorm, or other phenomenon of normal intensity, based on the National Weather Bureau Reports, for the particular locality and for the particular season of the year in which the work is being prosecuted, shall not be construed as an "Act of God" and no extension of time will be granted for the delays resulting therefrom. No extension of time will be granted for delay or suspension of the work due to the fault of the Contractor. No extension of time on account of a delay due to unforeseen causes will be granted unless written application is immediately submitted to the Owner. After a request for an extension of time due to an unforeseen cause is submitted, the Owner shall review such request and, either give the Contractor written notice of the extension of time, if any, to the Contract Time, or hold the request for later consideration.

Owner shall not be responsible for any loss, cost, expense, liability or damage sustained by Contractor through delay caused by Owner, by any other contractor or by the elements or any other cause. Contractor's sole remedy for delay, hindrances in the performance of Work, loss of productivity, impact damages and other consequential

damages shall be an extension in the time to complete the Work. Contractor covenants and agrees to use diligent, reasonable and conscientious efforts to avoid the occurrence of any and all causes for delay and to avoid the extension of performance dates.

In addition to any other right or remedy available to the Owner at law or in equity or under the Contract Documents, if any delay on the part of the Contractor results in any claim against Owner by another contractor arising out of such delay, Contractor shall reimburse Owner, or at Owner's election, Owner may offset against amounts due Contractor hereunder, for any and all such claims which may be enforced against Owner or the Project and Contractor shall indemnify and hold the Owner harmless from and against any and all such claims.

The Owner shall have the absolute right to suspend the Project. Where the Owner suspends the Project any Work performed by the Contractor during such suspension period shall be at the Contractor's sole risk and Contractor shall only be entitled to an extension of time equal to the period of the suspension period. Contractor agrees to keep Key Personnel assigned to the Project during suspension periods not exceeding thirty (30) days. In the event of any suspension period, Contractor shall not be entitled to any delay damages.

#### **SC-17 CHANGES AND MODIFICATIONS (Ref. GC-17)**

The third and fourth sentences of the first paragraph of GC-17 are modified to read as follows: "No such changes which individually or cumulatively result in additional cost of \$1,000 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Changes which increase cost by less than \$1,000 may only be made with advance approval of Purchasing Agent."

The following provision is added to the end of the second paragraph of GC-17:

Where a change order is deemed necessary for the successful completion of the Work of the Project, as determined by the Owner, Contractor shall perform the change order Work during any dispute resolution proceeding concerning the value of the change order Work.

#### **SC-18 DISPUTES (Ref. GC-18)**

The third sentence of GC-18 is deleted in its entirety, and replaced with the following: "Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within a reasonable period of time after receipt of the request by such party."

#### **SC-19 SUPERINTENDENCE (Ref. GC-21)**

GC-21 is deleted in its entirety and the following is substituted in its place:

The Contractor shall assign a competent superintendent and any necessary assistants who will be on site at all times when Work is being performed to act on the Contractor's behalf. The superintendent and assistant superintendents shall constitute "Key Personnel", further defined in SC-26 and identified as such on Exhibit D. The superintendent shall represent the Contractor on site, and all communications with the superintendent shall be as binding as if made to the Contractor. The Architect, Program Manager, and other consultants shall not be responsible for the acts or omissions of the superintendent or assistant superintendents. The superintendent shall be at the construction site during all normal working hours for a minimum of forty (40) hours per week and shall also be at the site during all weekend work, overtime work and special operations regardless of when performed.

#### **SC-20 PROTECTION OF PERSONS AND PROPERTY (Ref. GC-22)**

General Condition GC-22 is modified by the addition of the following:

Contractor shall at all times during construction of the Project, cause all debris, including, but not limited to, sedentary and airborne contaminants, to be contained so that such debris does not adversely affect the environment and community in which the Project is being constructed.

If Contractor fails to clean up as directed by the Owner during or at the completion of the Work, the Owner may perform such clean up work and the cost thereof shall be charged to Contractor.

Contractor shall control dust by using water hoses to wet driveways and other areas of the site which generate dust. When directed by the Owner, Program Manager or Architect, the Contractor shall increase its effort of dust control at no additional cost to the Owner.

**SC-21 SUBSTANTIAL COMPLETION OF THE WORK (Ref. GC-24)**

Paragraph 4, Line 2: Delete the word "substantial" and substitute the word "Final".

General Condition GC-24 is further modified by the addition of the following:

Substantial Completion and occupancy of one or more portion(s) of the Project by the Owner may occur while the construction of other portions of the Project is ongoing. Contractor recognizes that partial occupancy by the Owner during the construction phase requires particular coordination with the Owner to protect the health and safety of Owner, its employees and invitees, and to avoid unreasonable inconvenience to and interference with the Owner's conduct of business.

Contractor acknowledges that taking of possession or partial occupancy or use by the Owner will not be deemed an acceptance of any Work not in compliance with the Contract Documents. Notwithstanding partial occupancy by Owner, the guarantees or warranties on the Project and any components thereof shall not commence until Final Completion of the entire Project.

**SC-22 GUARANTEES AND WARRANTIES (Ref. GC-25)**

The first paragraph of GENERAL CONDITIONS, item GC-25 GUARANTEES AND WARRANTIES, is modified to read as follows:

"The Contractor shall guarantee Work to be performed and materials to be furnished under this Contract against defects in materials or workmanship which appear within a period of one (1) year from the date of Substantial or Final Completion of the Project, except that when guarantee periods longer than one (1) year are specified for certain portions of the Work, the longer periods shall govern."

After the third paragraph of GC-25 add these new paragraphs;

With respect to equipment to be furnished or installed as part of the Work, the Contractor shall provide a complete and detailed description of the proposed equipment warranty which must include, as a minimum, a one (1) year warranty period from the date of Final Completion. The warranty service shall include all corrective maintenance labor, repair parts, and travel costs. All preventive maintenance services during the warranty period will be performed by the Contractor, at no additional charge, at the same frequency as recommended by the manufacturer's service literature or more frequently if dictated by use or the environment.

Warranty and post warranty repair services will be consistent with response times and services provided under the manufacturer's standard maintenance service contract policy by qualified technicians who are within the metropolitan Chicago area but in no case later than the period stated in GC-25.

In the event that the Contractor does not provide the warranty services within the required time, the Owner may perform or obtain the services at the cost of the Contractor.

**SC-23 USE OF PREMISES (Ref. GC-27)**

Contractor and its Subcontractors, equipment or material suppliers shall not erect signs or advertising media of any nature on the premises without explicit written approval from the Owner.

**SC-24 PREVAILING WAGE RATE OR DAVIS-BACON ACT (Ref. GC-36)**

Reference Exhibit B of these Special Conditions for the most current scale of the Illinois Department of Labor Prevailing Wages for Cook County, which is to be posted by the Design-Builder or for the requirements of the Davis Bacon Act as may be applicable to this Contract.

**SC-25 DELIVERY, INSTALLATION AND ACCEPTANCE**

The Contractor is responsible for any and all delivery and warehousing costs, charges and fees, and bears full responsibility for loss of or damage to materials, systems and equipment until acceptance at site of installation.

The Contractor shall have total responsibility for the assembly, installation, interconnection, calibration, and start-ups including any final electrical power and/or other utility connections and mounting. All work by the Contractor in conjunction with installation shall be in accordance with the applicable editions of all federal, state, and local codes and standards including but not limited to the Chicago Electrical Code, National Electrical Manufacturers Association and NFPA 70 - National Electrical Code.

Contractor shall be responsible for performing performance testing to insure all functions and features of system and equipment operate to manufacturer's specifications. The Contractor shall provide certifications of completed testing procedures for each item of systems and equipment.

#### SC-26 KEY PERSONNEL: PROJECT MANAGEMENT /PROJECT CONTROL

All of the individuals described in this section, if any, in SC-19, and in GC-21 shall be identified on Exhibit D and shall be deemed to be "Key Personnel". Contractor shall attach the list of Key Personnel as Exhibit D, including the job title, duties and experience of each individual. The Contractor shall not make any change or reassignment of Key Personnel without prior notice to and prior acceptance by the Owner. If any of the Key Personnel shall be unable at any time to perform his or her assigned function as described in Exhibit D, the Contractor shall promptly give written notice thereof to the Owner and furnish an alternate individual in replacement of such Key Personnel. Such replacement must be acceptable to the County and shall upon acceptance become subject to the provisions of this SC-26.

The Contractor shall assign the following specific individuals described in this SC-26 in addition to the superintendent described in GC-21 and SC-18:

- **Project Management:** Contractor shall assign a Project Manager who shall be the single point contact person between the Contractor and the Owner. The Project Manager is required to be on site at such times as may be necessary, shall attend all construction meetings, and shall handle other responsibilities either on or off-site.

#### SC-27 TRAINING

The Contractor shall conduct in-service training for County personnel in the operation and use of all Systems and equipment installed as part of the Project. Training sessions shall be scheduled in coordination with and at the convenience of the Owner. In-service training shall be provided by Contractor for all work shifts and shall include but not be limited to, operators, technologists, building facilities managers, and security personnel. If available, videotapes for training operators and service personnel will be provided. Additional training requirements are to be listed in individual technical specifications.

#### SC-28 DOCUMENTATION REQUIREMENTS: GENERAL & FINAL COMPLETION

- A. Copies on Site:** The Contractor shall keep an updated copy of the Contract Documents at the Project site. Additionally, the Contractor shall keep a copy of approved Shop Drawings and other submittals at the Project site.
- B. Delivery Document Sets:** At the time of delivery of each of the building systems and items of equipment the Contractor will deliver to the Architect for delivery to the Owner two (2) complete and unabridged sets (or such greater number as may be required in the Technical Specifications) of operating manuals, service manuals, electric, pneumatic and hydraulic schematics (whichever applicable), and troubleshooting documentation for each such building system and item of equipment installed unless otherwise noted.
- C. Warranty Materials:** The Contractor shall bind and turn over to the Architect for delivery to Owner two (2) sets (or such greater number as may be required in the Technical Specifications) of the manufacturers' warranties, operating manuals, service manuals, instructions and schedules necessary for the Owner's proper operation of all building systems, equipment and special materials requiring them (the "Warranty Materials"). The binders will clearly categorize and index each building system, piece of equipment and material included, and shall be clearly marked noting "Project specific" equipment, model numbers, and equipment cut sheets, value tag charts, electrical panel charts and other applicable information. Such Warranty Materials will be collected and organized by the Contractor and submitted to the Architect at one time, prior and as a condition to the issuance of the certificate of Substantial Completion.
- D. Warranty Materials at Final Completion:** Those Warranty Materials not necessary for the operation of the building that is being constructed pursuant to the Project need not be provided by Contractor until prior to the issuance of the certificate of Final Completion; provided, however, that any item of the Warranty Materials which Contractor chooses to omit from the bound Warranty Materials at the time of Substantial Completion, shall be referenced and indexed in the bound Warranty Materials with provision made by the Contractor for later insertion.
- E. Warranty Materials Updates:** The Contractor will provide to the Owner at no additional cost, all updates and revisions of these manuals, schematics, and documentation, as they become available. All

of the above documentation and manuals become the sole property of the Owner. All manufacturers' alerts/recalls received by the Contractor shall be forwarded to the Owner within 7 days of receipt by the Contractor.

- F. **As Built Mark Ups:** The Contractor shall keep legible notes of all the deviations and discrepancies in the underground, concealed conditions and other items of construction and Work on field drawings (the "As-Built Mark-ups") and shall submit them to the Architect as Work progresses for review and incorporation into final record documents. The submission of accurate As-Built Mark-ups and manufacturers' guarantees and warranties and maintenance and operating manuals by the Contractor are conditions precedent to Final Completion and the Contractor receiving final payment.
- G. Additional requirements are listed in .Volume 2.

#### SC-29 CLEANING AND OTHER REQUIREMENTS

In addition to the requirements of GC-21 and GC-22, which pertain to the Contractor's responsibilities for safety of the Project site, and responsibilities for cleaning and dust prevention as they pertain to safety, and in addition to any requirements set forth in the Technical Specifications, the Contractor shall have the following responsibilities set forth in this SC-29. Notwithstanding the provisions of IB-24 as to order of precedence, if the following requirements are inconsistent with requirements set forth in the Technical Specifications, the more stringent requirement shall control.

- A. The Contractor shall at all times keep the Project site free from accumulations of waste material or rubbish caused by the Work. At the completion of the Work, the Contractor shall remove all Project signs and all rubbish and temporary work, of every nature, from and about the Project and the Project site. The Contractor shall remove all tools, scaffolding and surplus materials and shall leave the Work broom clean or its equivalent, unless more exactly specified in any part of the Contract Documents. If the Contractor fails to clean up as required by the Contract Documents, the Owner may do so, and the costs associated with such cleanup shall be charged to the Contractor.
- B. Immediately before turning any portion of the Project over to the Owner, where there is exterior glass, the Contractor shall have all glass cleaned by professional window washers. Care shall be taken not to scratch any glass. Acid or other cleaning material which will injure or mar the surface or adjacent Work will not be allowed. Any damage resulting from glass cleaning shall be corrected by the Contractor, including the furnishing of new glass of same character and quality or the replacement of other Work damaged or disturbed.
- C. Immediately before turning over any portion of the Work, the Contractor shall thoroughly clean, dust and finish the area, including all interior and exterior surfaces, piping, conduit, ducts, furnishings, fixtures and equipment to a standard commensurate with occupation and use of the Project. The Contractor shall carry out all cleaning, stripping, waxing, polishing or similar treatment required for the Work to be suitable for occupation.
- D. Until the date of Substantial Completion, the Contractor shall clean on a daily basis all interior and exterior areas, including those which are visible from outside the job site.
- E. The Contractor shall comply with any additional requirements imposed by the Technical Specifications, including "LEED" air quality and other requirements.

#### SC-30 LIQUIDATED DAMAGES

If the Contractor fails to Substantially Complete the Work within the Contract Time, the County shall be entitled to collect liquidated damages as set forth herein.

Liquidated damages in the amount of \$1000.00 per calendar day will be assessed against the Contractor starting on the day after the date on which the Contract Time ends up to and including the Date of Substantial Completion. If the Time Schedule provides for the Work to be performed in phases, and if the Contractor is late with one phase of the Project, the following phase time duration is reduced by the amount of time the Contractor is late. In other words, the completion date for each phase of the Work is established by the Contractor and will not change unless a time extension is granted by the County. Liquidated damages may be assessed against any pay application if it is determined by the County that, based upon submitted updates to the Time Schedule, the Work cannot be completed within the Contract Time, and if the Contractor has failed to present a recovery plan which will assure the County of completion within the Contract Time.

Contractor acknowledges that in the event it fails to substantially complete the Work within the Contract Time, the County will incur substantial damages due to the inability to utilize the Project, the continued time and effort

of County staff incurred as to the Project, and other damages, and the extent of such damages shall be incapable or very difficult of accurate measurement. Nonetheless, the parties acknowledge that the amount of liquidated damages set forth herein represents a good faith estimate on the part of the County as to the actual potential damages that Cook County would suffer due to a delay in the completion of the Work and such damages shall not be in substitution for consequential damages due to The Contractor's failure to abide by its obligation to achieve Substantial Completion on or before the scheduled Date of Substantial Completion. The amount of liquidated damages calculated hereunder does not include any penalty.

The County shall have the right to recover said liquidated by reducing the amount thereof out of monies due or that may become due to the Contractor pursuant to this Contract or any other contract Contractor may have with the County, and if said monies are insufficient to cover said damages, then the Contractor or its surety shall pay the amount due within fourteen (14) calendar days of the County's demand.

The County's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional cost incurred to complete the Work, should the Contractor fail to do so. Furthermore, the County's right to recover liquidated damages shall not be a substitute for or bar the recovery from the Contractor of any actual out of pocket expenses incurred due to the failure of the Contractor to substantially complete the Work within the Contract Time, including any additional compensation the County may be obligated to pay the Architect, the Program Manager, or any other contractor for work on the Project occasioned by the Contractor's delay. Nothing contained in this SC-30 shall be construed as limiting the right of the County to recover from the Contractor any and all amounts due or to become due and any and all costs due to any default of Contractor in any other respect including, but not limited to defective workmanship or materials. The rights and remedies of Cook County herein provided are exclusive only as to money damages for delay, and are in addition to any other rights and remedies provided under this Contract or by operation of law.

#### **SC-31 LEED REQUIREMENTS**

Intentionally Omitted.

#### **SC-32 COOK COUNTY RESIDENCY ORDINANCE CHAPTER 10, SECTION 41**

Any construction project having an estimated contract value of \$100,000.00 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the Contractor and subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

"Actual residents of the County of Cook" shall mean persons domiciled with the permanent home and principal establishment.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) submitted to the Director in triplicate shall identify clearly the actual residence of every employee on each submitted certified payroll.

Full access to the Contractor's and Subcontractor's employment records shall be granted to the Purchasing Agent, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant personnel data and records for a period of at least three years after final acceptance of the Work. Affidavits and other supporting documentation will be required of the Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

#### **SC-33 INSPECTION OF WORK (Ref. GC-43)**

General Condition GC-43 is modified by the addition of the following:

- (1) With respect to those inspections, tests or approvals which are the responsibility of the Owner as identified in the Specifications, any Work covered prior to any required quality inspections or test shall be uncovered and recovered at the expense of the Contractor. Failure of the Architect or Program Manager to make such quality inspections, tests or to discover defective design, materials or workmanship shall not relieve the Contractor of its obligations under this Contract nor prejudice the rights of the Owner thereafter to reject or require the correction of defective Work in accordance with the provisions of this Contract.
- (2) If the Owner, upon advice from the Architect or Program Manager, determines that any Work requires special inspection, testing or approval which the Specifications do not identify, the Owner will instruct Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's, Program Manager's

and other consultants' additional services made necessary by such failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.

- (3) If any other portion of the Work has been covered which the Architect or Owner have not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay such costs unless it be found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs.

**SC-34 ACCIDENT REPORTS (Ref. GC-44)**

The first sentence of General Condition GC-43 is revised as follows:

"Contractor shall give the Owner, Program Manager and Architect immediate written notification of any occurrence, ..."

**SC-35 GENERAL NOTICE (Ref. GC-49)**

Notice to the Owner shall also be given to:

Office of Capital Planning & Policy  
Attn: Director  
69 West Washington Street  
30th Floor  
Chicago, Illinois 60602

**SC-36 CONTRACTOR'S PROMOTIONAL MATERIALS**

Contractor shall have the right, with the express prior written consent of the Owner, such consent not to be unreasonably withheld, to include representations of the design or construction of the Project among the Contractor's promotional and professional materials. The Contractor's materials shall not include the Owner's confidential or proprietary information.

**SC-37 JOINT AND SEVERAL LIABILITY PROVISION**

In the event Contractor is a Joint Venture, each and every covenant, agreement, indemnity and obligation of the Contractor under the terms of this Agreement is a covenant, agreement, indemnity and obligation undertaken by each member of the Joint Venture (collectively, "Joint Venture Partners") jointly and severally, individually and collectively and all covenants, agreements, indemnities and obligations of Contractor shall be performed and observed by any one of the Joint Venture Partners regardless of the performance or non-performance of such covenants, agreements, indemnities or obligations by any of the other Joint Venture Partners.

**SC-38 OWNER'S RIGHT TO STOP WORK**

If the Contractor fails to correct defective Work or fails materially to carry out the Work in accordance with the Contract Documents and fails within ten (10) days after receipt of written notice from the Owner to commence and continue correction of such failure with diligence and promptness, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right to stop the Work is in addition to and not in limitation of any of the rights of Owner pursuant to GC-19 or other provisions of the Contract Documents dealing with default on the part of the Contractor.

**SC-39 COMMENCEMENT OF THE STATUTE OF LIMITATIONS**

Notwithstanding anything provided herein or by applicable law, the parties agree that in no event shall the statute or statutes of limitation applicable to any part of the Contractor's Work and the Work provided by the Contractor's Subcontractors, consultants and agents, be deemed to commence until after Final Completion of the entire Project.

#### SC-40 RETURNS OF EMPLOYMENT AND SUBCONTRACTING

The Contractor shall provide monthly returns of employment and subcontracting to the Owner and the Program Manager within 5 business days of the end of each month, starting with the month in which the Notice to Proceed is issued. The detailed form and content requirements for these reports shall be set out by Program Manager or County within 21 days of the Notice of Award.

The information provided by the Contractor regarding employment shall include all employees of the Contractor and of subcontractors working on the Project site, and shall exclude employees engaged in off-site Project activity, deliverymen, and other employees occasionally visiting the site. The employee information shall include but not be limited to weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent), and information on each employee with regard to hours worked on the Project during the report period, Cook County and/or Illinois residency, categorization by race and gender, and status as a veteran or otherwise.

The information provided by the Contractor regarding subcontracting shall provide a complete breakout of the Contract Price into the Contractor's fee, bond and general conditions cost, and the balance into trades cost by first tier subcontractors, value of self performed work, and value of work not yet subcontracted. For each first tier subcontractor, the information to be provided shall include but not be limited to the address of the principal place of business, status with regard to corporate ownership by minorities, and status with regard to corporate ownership by females.

In addition to the monthly returns, the Contractor shall promptly provide the Owner and the Program Manager with such further information as shall be requested with regarding the employment and subcontracting policies and practices of the Contractor and of subcontractors.

#### SC-41 INTERPRETATION OF CONTRACT DOCUMENTS (Ref. IB-20)

IB 20 is amended by adding the following new paragraphs:

A copy of any written request for interpretation of documents shall also be provided to the Office of Capital Planning and Policy at the address set forth in SC-35.

Notwithstanding the foregoing provisions of IB-20, questions about the interpretation of Technical Specifications or drawings may be made only in writing or at the pre-bid conference. If not made at the pre-bid conference, such questions shall be directed to the Architect, with a copy to the Director of the Office of Capital Planning and Policy at the address set forth in SC-35, and with a copy to the Purchasing Agent. Questions will be answered in writing by means of an Addendum issued by the Office of Capital Planning and Policy. Questions must be received no later than 3:00 p.m. on Wednesday, 11/16/2011.

#### SC-42 CONTRACTOR RESPONSIBILITIES AT JUVENILE TEMPORARY DETENTION CENTER

The Cook County Juvenile Temporary Detention Center (JTDC) is a detention facility. It includes high-security and low security detention buildings. This Detention Center specifies minimum security and life safety requirements for Work being performed at the Cook County Juvenile Temporary Detention Center by General Contractors. The County reserves the right to revise these requirements at any time. The classification of a situation as an emergency is the prerogative of the JTDC administration.

##### A. COMPLIANCE WITH REGULATION AND PROCEDURES

1. The General Contractor shall comply with all requirements specified in this section and any other security regulations and procedures implemented by the Sheriff or JTDC Security for any Work to be performed at the JTDC.
2. If requirements in this document come into conflict with any other security and life safety requirements specified in the Contract Documents, the strictest of requirements shall apply at the County's option.
3. Emergency shutdowns, transports of detainees, security breaches and other JTDC security operations take precedent over all work.
4. The General Contractor shall immediately comply with any directive issued by the Sheriff or JTDC in an emergency situation.
5. The General Contractor shall be subject to inspection and searches by the Sheriff's Department and JTDC personnel. The County is not obligated to give advance notice to the General Contractor for inspections and searches.
6. The General Contractor shall present all tools and equipment brought onto the site for inspection immediately upon request.
7. The General Contractor will cooperate in having the tools inventoried, and accounted for upon

- entering and leaving the site.
8. The General Contractor shall keep waste material and containers within secure staging areas. All debris, waste, etc., is to be cleaned up entirely at the end of each working day and deposited in containers within the security area.
  9. The General Contractor shall maintain the work site clear of debris caused by the performance of its work and provide enough secured dumpsters to avoid accumulation of debris on the ground, floors, or other surfaces of the facility.
  10. The General Contractor shall not allow debris to accumulate such that it causes obstruction to vehicle and pedestrian traffic, emergency entrances, exists, and traffic lanes, or causes potential safety issues.
  11. The General Contractor shall provide its own service and dumpsters for the removal of debris. The General Contractor shall not use the dumpster for use by the facility.

**B. NONCOMPLIANCE**

1. Failure of the General Contractor to comply with any of the requirements set forth in this document is immediate grounds for removal and denial of future access to the job site.
2. Violators will be subject to arrest and prosecution for any violation of applicable Sections of the Illinois State Penal Law, and the Rules and Regulation of the Juvenile Temporary Detention Center.
3. The County reserves the right to impose such contract sanctions as may be determined appropriate, including, but not limited to withholding of payments to the General Contractor until compliance is achieved; and/or cancellation, termination, or suspension of the Contract, in whole or in part is implemented.
4. The costs of sanctions and/or other remedies imposed by the County shall be the responsibility of the General Contractor.
5. The General Contractor and its employees and subcontractors will be required to provide information and documents in order for the Sheriff's Department or JTDC Administration to make proper identification and authorization for that person to work in the building.

**C. CONSTRUCTION, TOOL & EQUIPMENT PROGRAMS**

1. At least three weeks prior to commencing work on the JTDC campus, the General Contractor shall submit:
  - a. A written program delineating its work logistics for review for approval by the County.
  - b. A written program defining a control program to be monitored by the General Contractor for tools, supplies, materials, and equipment brought onto the JTDC Campus.
  - c. A written list of medical supplies and equipment that the Contractor will have on site per OSHA guidelines.
2. The General Contractor shall modify its programs as required by the County to conform to security and life safety requirements of the JTDC.
3. The purpose of this requirement is to maintain the security and safety of the General Contractor, detainees, County employees and facility users by preventing tools and equipment from falling into unauthorized hands. The Contractors shall strictly adhere to all requirements concerning tools and their usage as implemented by the JTDC.
4. Uncovered Situations  
Instructions, procedures and regulations as set forth in this policy and procedure are not totally encompassing of all situations that may arise. In questionable situations concerning tools, the Supervisor in Charge shall be contacted immediately for instructions and clarification.

**D. CHECKPOINTS**

1. A Checkpoint(s) for entry and exiting of the General Contractor, its equipment, deliveries and transportation of employees to and from the job site will be designated by the JTDC Sheriff.
2. Checkpoint(s) shall be at the sole discretion of the JTDC Sheriff.

**E. DELIVERIES**

1. In general deliveries can be made during the hours of 7:00 a.m. and 2:30 p.m. with advance notice to the JTDC. The County reserves the right to change these times.
2. All deliveries of materials shall be through a checkpoint(s) designated by the JTDC Security. The Contractors Superintendent shall clear by telephone or by messenger, all deliveries of materials

through the assigned checkpoint.

3. For truck drivers, suppliers and other delivery people who do not have a permanent employee identification card the General Contractors Superintendent shall be present to vouch for such individuals. The County may perform any security and ID checks it deems appropriate.
4. After the individuals have been approved for entry, temporary badges and passes will be issued at the assigned checkpoint for individuals who do not have a permanent identification card. These temporary badges shall be surrendered at the checkpoint as individuals leave the JTDC Campus.

**F. WORK AREA ACCESS**

1. The General Contractor shall not to have access to any building; any area of a building; any tunnel or exterior space that has not been approved in advance by the Sheriff and JTDC Staff.
2. The General Contractor shall remain within the assigned limits of any work site throughout the work day.
3. The General Contractor shall assemble at the end of the work day to be escorted from the work site, if requested by the Sheriff or JTDC Staff.

**G. COMMUNICATION**

1. The General Contractor and the County shall provide each other with emergency contact numbers.
2. The Contractor shall provide a Superintendent on-sit at all times during the course of the Work, equipped with a cellular phone.

**H. IDENTIFICATION BADGES**

1. Contractor will be required to fulfill, and to cause its subcontractors to fulfill, applicable security requirements of County. These include providing identification cards for all employees working on the Project site, providing the County with photocopies of all such identification cards, social security numbers, and similar requirements. Contractor will indemnify, defend and hold the County harmless from any action arising out of the release of such information related to security requirements and background checks.
2. Contractor must perform criminal background checks at Contractor's cost, of all employees of Contractor and any subcontractors who will be present at the Project site. Results of such background checks must be provided to the Project Director, and no employee to whom the County has an objection will be assigned to the Project.
3. The General Contractor shall display ID badges at all times they are on the JTDC Campus.
4. The General Contractor shall coordinate with the JTDC to obtain ID badges for all their workers. The General Contractor shall designate one individual to administer and coordinate the ID requirements. No subcontractor, supplier, or other employee of the General Contractor may contact the County to obtain an ID or security clearance.
5. The General Contractor shall compile a list of workers who will require ID badges for the project. The General Contractor shall have each individual fill out request and disclosure forms (to be provided by the JTDC) and provide the following information for each individual to include but not limited to: a) full name; b) current address and telephone number; c) copy of up-to-date driver's license or State ID.
6. The cost for all time, coordination and materials related to the ID requirements, is the responsibility of the General Contractor. No time extension will be provided to the General Contractor for failure to coordinate and secure access and ID's in a timely manner.
7. The General Contractor shall immediately report the loss of any identification badge while on or off the JTDC property to the designated representative at the JTDC. The Supervisor in Charge will record this information.
8. The General Contractor shall immediately report any worker who is removed from the job site or whose employment is terminated before the close of a work day to the designated representative at the JTDC and surrender the ID badge for that employee.

**I. TOOL INVENTORY CONTROL & AUDITS**

1. The General Contractor is responsible for enforcing tool control policies and shall designate an individual (Tool Coordinator) to coordinate the tool control policy on its behalf. The designated individual shall be responsible for the making and auditing of tool inventories, and overall tool accountability and use on the work site.
2. Tool Inventory Lists: The Tool Coordinator shall prepare and maintain a master inventory list of tools for each area in which tools are stored and/or used. The tool inventory lists shall be typewritten, signed by the Tool Coordinator and posted at the designated checkpoint with a copy provided to the Supervisor in Charge.
3. Tool inventories shall be checked on a daily basis, filed and readily available for review for daily tool accountability by the JTDC Staff. The updated tool inventory shall be submitted to the Supervisor in Charge once a week. The Supervisor in Charge may implement a tool audit at any time. The General Contractor shall cooperate with all tool audits conducted by the JTDC.

**J. STORAGE OF TOOLS & LOSS OF TOOLS**

1. STORAGE: The General Contractor shall obtain approval from the JTDC for tool storage methods for tools to be stored on the work site. All tools shall be kept secure and out of the reach of detainees at all times.
2. LOST TOOLS: The General Contractor shall immediately report any tools that are lost on the work site to the Supervisor in Charge by telephone or other expedient means and shall follow all directives issued by the Supervisor in Charge as relates to the tool loss and fully cooperate with any investigations.

**K. FLAMMABLE, POISONOUS, HAZARDOUS MATERIALS**

1. The General Contractor shall maintain an inventory of all flammable, hazardous, poisonous and toxic materials used in the Work. Examples include but are not limited to: acids, glues, insecticides, gasoline, and diesel fuel. These items may not be stored in any of the work areas. Any questions regarding the use and/or storage of flammable or toxic material shall be addressed to the Supervisor in Charge.

**SC-43 SAFETY & UTILITY SHUTDOWNS**

Contractor shall comply with all safety and utility shutdown requirements of the Owner. Safety and utility shutdown requirements may differ at various Facilities. The Contractor shall request a utility shutdown using a form furnished by the Owner.

**SC-44 CONSTRUCTION PHOTOGRAPHS**

**Definitions.**

"Photographs" means digital professional quality color photographs at image size of 10 megapixels or greater. Electronic copies shall be compressed to jpegs not exceeding 500 k.

"Construction Progress Photographs" or "Construction Photographs" means Photographs of the Work taken during construction, the subject of which has direct bearing on the Work and adequately illustrates progress of the Work to date. Construction Progress Photographs shall document the progress of the Work during the month covered by such Construction Progress Photographs, and shall include Photographs of each building system or component impacted by the Work during such period, including but not limited to building structure, architectural elements, mechanical systems, interior and exterior finishes, furniture, fixtures and equipment

"Photograph Set" or "Set" shall mean a minimum of four (4) Photographs for each component of the Work and each building system or component impacted by the Work and being documented, including but not limited to building structure, architectural elements, mechanical systems, interior and exterior finishes, furniture, fixtures and equipment. All Sets required to be submitted shall be submitted both on a CD in JPG format, compressed to jpegs not exceeding 500 k, and two (2)-Sets of Photographs on 8-1/2" by 11" paper, with no more than four Photographs per page.

**Initial Photographs.** Immediately after the issuance of the Notice to Proceed and prior to commencement of Work on the Site, Contractor shall submit one (1) Photograph Set showing existing field conditions of each the areas, systems or components to be renovated or impacted by the Work..

**Construction Progress Photographs.** After the issuance of the Notice to Proceed, the Contractor shall submit Construction Progress Photographs once every month during the course of the Work, Photographs shall be submitted no than the last day of every month. Payment Applications will not be processed unless all Photographs required by this section are up to date and on file in the Office of Capital Planning and Policy.

**Identification of Photographs:** Each digital and hardcopy Photograph shall be clearly and legibly identified with the following information: Project Name, County Contract/document Number, Building and the location in the Building, Component/system name and direction the view is looking towards, Date of Photographs. Such information may be provided in an index or the information may be included on the digital Photograph along the bottom in such a manner so as not to obscure the subject of the Photograph.

**Additional Copies and Additional Photographs.** In addition to the required submittal of Photograph Sets, Contractor shall e-mail Photographs to the Owner's Project Director or other designee upon request during the course of the Project. The County retains the right to request additional Photographs from the Contractor if required to verify conditions or as a condition of a Change Order. The Contractor shall provide all such Photographs at no additional cost to the Owner.

**SC-45 COOK COUNTY GREEN CONSTRUCTION ORDINANCE**

The Contractor shall comply with all requirements of the Cook County Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955 of the Cook County Code as applicable to diesel vehicle emissions and included as Exhibit F.

**SC-46 ADDITIONAL BID DOCUMENTS**

The Contractor may obtain additional sets of the Bid Documents at Contractor's cost from:

Printer: Cushing  
 Address: 420 West Huron St Chicago IL 60654

- Payment is to be made by check only, payable to Cushing
- Indicate the Bid Document Number on the check. Cost of the documents is as follows:

ITEM	COST
One copy of Volume 1 (Un-tabbed):	\$35.00
One copy of Volume 2 (Technical Specifications):	\$80.00
One full set of drawings:	\$185.00
Complete Set (All of the above):	\$300.00

- Purchase of documents is limited to those bidders who have obtained initial bid documents from the Cook County Purchasing Agent.
- These additional sets are not returnable and the cost is nonrefundable.

**SC-47 EXHIBITS**

The following documents are set forth as Exhibits and are incorporated into the Contract Documents:

1. Exhibit A: Index of Drawings
2. Exhibit B: Prevailing Wage Rate Scale
3. Exhibit C: Time Schedule Format
4. Exhibit D: Key Personnel
5. Exhibit E: Request for Substitution Form
6. Exhibit F: Cook County Green Construction Ordinance
7. Exhibit G: Relevant Experience
8. Exhibit H: Supplementary Repair Form
9. Exhibit I: LEADS Background Check Request
10. Exhibit J: Authorization For Background Check
11. Exhibit K: Environmental Reports

**SPECIAL CONDITIONS  
EXHIBIT A  
DRAWING INDEX**

All drawings listed below are provided for reference only to illustrate the intent and an approximate scope of Work. They do not provide details and are not to be considered complete design/construction documents. They are not guaranteed to accurately reflect existing conditions. It is the Design-Builder's responsibility to verify all existing conditions that impact the work and to provide all work required, including work incidental to, modifications to, existing conditions to execute the intent of the Contract Documents and provide a turn-key facility with complete and fully functional systems. Do not scale drawings.

<b>DWG. NO.</b>	<b>TITLE</b>
	<b>COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER EXTERIOR WALL RENOVATION; EAST AND WEST BUILDINGS</b>
G1-1	COVER SHEET & INDEX TO DRAWINGS
T1-1	PLAT OF SURVEY 1
T1-2	PLAT OF SURVEY 2
A1-1	ARCHITECTURAL SYMBOLS & ABBREVIATIONS
A1-2	SITE PLAN & DETAILS
A1-2A	SITE DETAILS
	<b>EAST BUILDING</b>
A1-3E	EAST BUILDING REPAIR QUANTITY TABLE
A2-1E	ROOF PLAN
A3-1E	EXTERIOR SOFFIT PLAN
A4-1E	EXTERIOR ELEVATIONS
A4-2E	EXTERIOR ELEVATIONS
A4-3E	COURTYARD ELEVATIONS
A4-4E	COURTYARD ELEVATIONS
A4-5E	ENLARGED PARTIAL ELEVATIONS
A5-1E	EXTERIOR WALL DETAILS
A5-2E	EXTERIOR WALL DETAILS
	<b>WEST BUILDING</b>
A1-3W	WEST BUILDING REPAIR QUANTITY TABLE
A2-1W	ROOF PLAN
A4-1W	EAST & WEST ELEVATIONS
A4-2W	SOUTH ELEVATION
A4-3W	NORTH ELEVATION & PARTIAL ELEVATIONS
A4-5W	ENLARGED ELEVATIONS & WALL SECTIONS

A4-6W	ENLARGED ELEVATIONS & WALL SECTIONS
A4-7W	ENLARGED ELEVATIONS & WALL SECTIONS
A4-8W	ENLARGED ELEVATIONS & WALL SECTIONS
A5-1W	DETAILS
A5-2W	DETAILS
A5-3W	DETAILS
ASB-1	ASB ABATEMENT
<b>PARKING FACILITY</b>	
G1-1G	TITLE SHEET AND INDEX
G1-2G	SCOPE OF WORK, QUANTITIES, CODE MATRIX, SITE PLAN
A1-1G	ARCHITECTURAL ABBREVIATIONS & SYMBOLS
A2-1G	FLOOR PLAN GROUND FLOOR
A2-2G	TYPICAL FLOOR PLAN
A4-1G	SOUTH & EAST ELEVATION, EAST ELEVATION INT. STAIRS
A4-2G	NORTH & WEST ELEVATION, INTERIOR ELEVATOR TOWER, WEST ELEVATION INTERIOR STAIR
A4-3G	INT. STAIR/ELEVATOR ENCLOSURES
A4-4G	EXT. STAIR/ELEVATOR ENCLOSURES
A4-5G	LIGHTCOURT
A4-6G	LIGHTCOURT – STAIRS
A4-7G	ROOF TOP ELEVATIONS
A5-1G	DETAILS
A5-2G	DETAILS
A5-3G	DETAILS, DOOR SCHEDULE
A5-4G	REPAIR DETAILS, GENERAL NOTES
A5-5G	REPAIR DETAILS
A5-6G	REPAIR DETAILS, STAIR NOSINGS & SOFFITS
A5-7G	REPAIR DETAILS, ELEVATOR VESTIBULE
A5-8G	REPAIR DETAILS, ADA RAMP

**SPECIAL CONDITIONS  
EXHIBIT B**

**PREVAILING WAGE RATE – PUBLIC WORKS**

Following is the most current scale of the Illinois Department of Labor Prevailing Wages for Cook County, which is to be posted by the Design-Builder.

**Cook County Prevailing Wage for November 2011**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN	ALL			31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000

PILEDRIIVER		ALL	40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD	44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD	39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD	44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD	37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD	40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD	28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD	49.200	51.200	1.5	1.5	2.0	9.250	8.050	0.000	0.450
STEEL ERECTOR		ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON		BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER		BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON		BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON		BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E	ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend: M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)  
OSA (Overtime is required for every hour worked on Saturday)  
OSH (Overtime is required for every hour worked on Sunday and Holidays)  
H/W (Health & Welfare Insurance)  
Pensn (Pension)  
Vac (Vacation)  
Trng (Training)

SPECIAL CONDITIONS  
EXHIBIT B

FEDERALLY REQUIRED CONTRACT PROVISIONS APPLICABLE TO PROJECTS FINANCED  
IN WHOLE OR IN PART WITH RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS

FEDERALLY AIDED CONSTRUCTION CONTRACTS

These contract provisions ("Required Contract Provisions") shall apply to all work performed on the Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the Contract by piecework, station work or by subcontract. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work before completion of the Project, the revised rate will apply to this Contract from the effective date of the revision, but the revision will not entitle the Contractor to any increased compensation under the terms of this Contract. Current rates are found at

<http://www.wdol.gov/wdol/scafiles/davisbacon/IL9.dvb>.

I. FEDERALLY REQUIRED CONTRACT PROVISIONS.

a) **Payment of Predetermined Minimum Wage.** This provision is required for any Federally-aided construction contract exceeding \$2,000 and to all related subcontracts under such construction contract.

1) **Minimum wages.** (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (found at <http://www.wdol.gov/wdol/scafiles/davisbacon/IL9.dvb>), regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act [40 U.S.C. 276a] on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §1.(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided, however*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

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

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

(3) **Payrolls and basic records.** (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

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

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater

than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) **Compliance with Copeland Act requirements.** The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the appropriate Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

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

The following provisions do not apply to contracts of \$100,000 or less, and do not apply to contracts not utilizing laborers or mechanics.

(b) **Contract Work Hours and Safety Standards Act.** The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be set forth in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the

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

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

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR §5.1, the following clause shall be inserted: The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

END EXHIBIT B



SPECIAL CONDITIONS  
EXHIBIT D  
KEY PERSONNEL

**Project Executive:** Les Bates  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Project Manager:** Zack Stanley  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

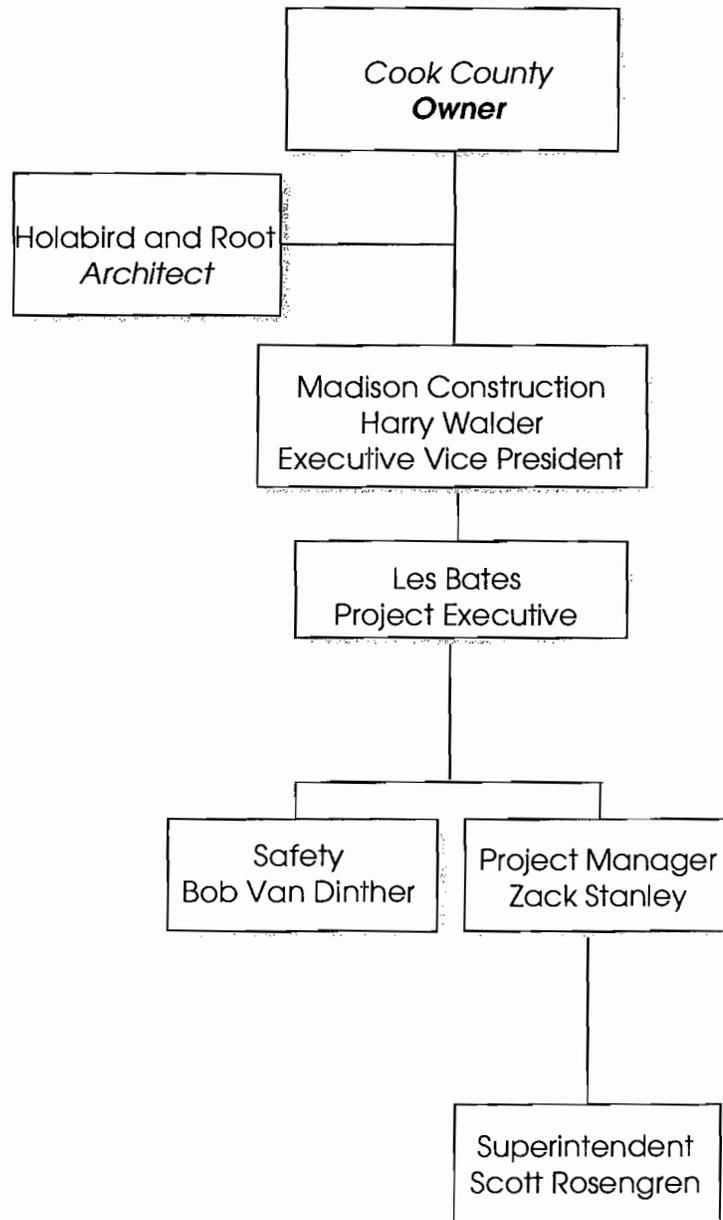
**Safety Coordinator:** Bob Van Dinther  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Project Superintendent:** Scott Rosengren  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

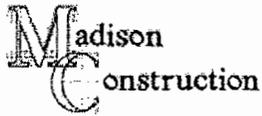
**Notes:**

- 1) Provide resumes of the Project Manager, Safety Coordinator, and Project Superintendent designees with the Bid.
- 2) Provide an organization chart illustrating the position of the Project Executive designee within the Bidder's corporate structure.
- 3) Failure to include any this information may make the bid unresponsive

# Organizational Chart



# LESLIE BATES



## **Education:**

M.S.- Civil Engineering,  
University of Illinois,  
Champaign-Urbana, IL

B.S.- Civil Engineering,  
University of Illinois,  
Champaign-Urbana, IL

## **Project Executive**

### **Qualifications**

As a Project Executive for Madison Construction, Mr. Bates is responsible for overall execution of construction and complete customer satisfaction. Les has managed multiple projects from purchasing to punch listing and turnover. He has developed excellent working relationships with Owners, Architects, and Subcontractors. Mr. Bates is involved in estimating, subcontractor coordination, and proposal preparations, Coordination of contracts, change orders, and closeout of Subcontractors. Les has participated as a leader of construction teams on over \$1 billion dollars worth of work throughout his career.

### **Professional Experience**

#### **Madison Construction Company, Orland Park, IL**

The goal of Madison Construction is to provide the best service to a limited number of clients in preconstruction, construction, and post construction areas with development support services.

#### **Plumbing Subcontracting Company**

##### **Owner, 2001-2009**

Responsible for estimating, customer care, personnel management, planning, and execution of work.

#### **Walsh Construction Company, Chicago, IL**

##### **Senior Project Manager, 1984-2000**

Responsible for profitable execution of contract in a timely manner.

### **Selected Experience**

#### **McCormick Place Conference Center and Parking Garage**

Develop site, design, and construction of a conference center for McCormick Place Convention Center on the west side of Martin Luther King Drive and Cermak Road, Chicago, IL.

#### **Sussex Maximum Security Prison**

Construction of a maximum security prison complex in Sussex County, Virginia. Work included 23 separate buildings over a 500 acre site.

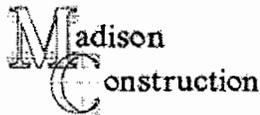
#### **McCormick Place Expansion**

2,000,000 square foot addition to McCormick Place Convention Center. Scope of work included excavation, reinforcing steel, cast in place concrete, Metra station construction, and relocation of Martin Luther King Drive.

#### **405 Freeway Soundwall**

Construction of four miles of soundwall along the 405 freeway in southern California.

# ZACHARY STANLEY



## Education:

2 years of coursework in Business Administration, Governors State University, University Park, IL

2 years of coursework in Business Administration, Illinois State University, Normal, IL

Carl Sandburg High School, Palos Park, IL

## Achievements:

Judge for the Chicago Neighborhood Development Awards which is organized by LISC (Local Initiatives Support Corporation)

## Project Manager

### Qualifications

Mr. Stanley is a skilled and motivated project leader with several years experience in residential and commercial construction, both as a manager and a skilled tradesman.

- Strong communication, planning, scheduling, and on site leadership skills
- Proficient with hands on material and on site fabrication
- Quickly adapt to challenges and modifications while still being able to meet critical deadlines

### Professional Experience

#### **Madison Construction Company, Orland Park, IL**

- Duties include project scheduling, subcontractor procurement and leadership, contract execution, critical task management, field personnel allocation, client relations, and architect liaison.

### Selected Experience

#### **Harold Washington Apartments**

**\$7,000,000**

This project is a gut rehab of a 44,000 sf historic uptown apartment building. This project includes a new design build geothermal mechanical system, plumbing and completely new kitchen and bathroom with individual heat pump system to each unit along with a new elevator to the building. Madison Construction was able to find significant funding grants for the project as well as increase the sustainable design from LEED silver to LEED gold.

#### **Metra Station Multi-Site Renovations**

**\$130,000**

In an effort to improve their customer support, Metra is adding Point Of Sales purchasing devices to many of their Chicagoland stations which will allow for their customers to purchase tickets faster and more efficiently. Each of the nearly 50 stations will receive a credit card device located on the customer side of the purchasing counter, a quick disconnect cable routed through the station counter and a computer to run the device.

#### **Hollywood House**

**\$10,000,000**

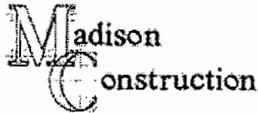
Preconstruction and construction services provided to Heartland Alliance for renovation of this 12-story building with 198 units in the city of Chicago. The Preconstruction services include working with the Architect to determine the work necessary to update the building and provide a maintenance free structure to the Owner, Heartland Housing. Numerous valued engineering changes were implemented while maintaining the overall integrity of the project.

#### **Crooked Oak, LLC**

##### **Production and Facilities Manager, 2007-2008**

- Duties included production scheduling, material procurement and inventory, client liaison, field visits, daily installation scheduling, and financial tracking
- Successful leader of small staff of in house and field personnel
- Knowledge of many different in house systems, including large scale manufacturing equipment and machinery, delivery fleet, and inventory systems

# ROBERT VAN DINTHER



**Credentials**  
30 hour OSHA Training  
First—Aid, CPR,  
Mold and Asbestos  
Training

## Safety Coordinator

### Qualifications

#### **Jobsite Safety Director**

- Project Safety Director for Madison Construction on all of Madison Construction's field sites
- Active in site safety visits to all active jobsites and continuously monitoring all safety related items and compliance

### Professional Experience

#### **Madison Construction Company, Orland Park, IL**

#### **Selected Experience**

##### **Brolite Bakery Products**

- 10,000 square feet structural steel frame addition
- Masonry block and steel siding
- Site work to include sewer and upgrade power
- With parking lot extension and erection of
- Dry goods silo
- Project included new MEP design
- Accommodate new millwright equipment

#### **Leopardo Construction, Hoffman Estates, IL 2003-2008**

#### **Selected Experience**

##### **Rowe/Clark Math & Science Academy**

- 30,000 square feet interior build-out, entire demolition
- Structural steel added for new floor system in existing atrium
- Two floors of classrooms, and administration area with a large town hall
- Project included all new MEP work
- Challenges were an existing free medical clinic on premises, along with an accelerated schedule to accommodate the schools opening of classes

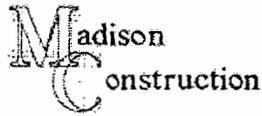
#### **Promo Works**

- 40,000 square feet multi story interior office renovations
- Five floors of demolition with office areas added
- Exterior company logo sign added to building
- Project included MEP design/build with computer room, and gas pre-action fire protection system

#### **Advance Auto**

- 10,000 square feet new construction single story masonry block structure
- Site work to include new storm, waste, and power
- A five-acre parking lot was also part of the scope of the project
- Challenges to project were poor soil conditions along with an accelerated schedule to meet the retailers opening date

# ROBERT VAN DINTHER (continued)



## **Signature Flight Support, Palwaukee Airport, IL**

- 30,000 square feet executive terminal building
- New construction of a single story precast building
- New five acre parking facility along with a new five-acre tarmac
- High end interior millwork and stone
- Took project over to complete scheduled work

## **Signature Flight Support, Indianapolis Int'l Airport, IN**

- 18,000 square feet executive terminal building
- New construction of single story precast building
- Project built while maintaining Owner's 24-hour operations
- Features to include new eight-acre parking facility along with ten-acre resurfacing/asphalt of tarmac areas
- High end interior millwork, trim, and curtain wall with clearstory lobby areas
- Challenges included 24-hour security
- Coordinate all F.A.A. and security operations to facilitate construction
- Construction in immediate approach path to main runway
- Involved site utilities due to existing underground conditions of existing site utilities

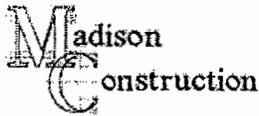
## **Midway Airport Security**

- 3,000 square feet security lane project including addition of four new lanes
- Lanes designed for employee and passengers selected by airport security
- New baggage scanner and access magnetometers
- The relocation of the Art Structure, "Battle of Midway"
- Challenges included working in a high security area as well as keeping the public safe and the site secure

## **Midway Airport Dauntless Project**

- Installation of a World War II fighter aircraft
- Location of aircraft in Concourse A area near, "Battle of Midway"
- The demolition of the 2nd floor exterior precast system for access to terminal
- Structural steel was added as reinforcement to accommodate the aircraft in its permanent location
- An engineered scaffold was assembled to stage aircraft along with creating an access point for crew and aircraft
- The assembly of the aircraft and installation
- Worked directly with the U.S. Navy on logistics of delivery and installation

# SCOTT ROSENGREN



## Education

2 years of coursework in  
Architecture, Triton  
College, Maywood, IL

Stagg High School,  
1975

## Project Superintendent

### Qualifications

As a project manager for Madison Construction Mr. Rosengren is responsible for the coordination and implementation of various aspects of the project to complete construction. It is his responsibility to fully manage subcontractors, ensure that material and equipment are delivered to the project on time, answer questions from both the Owner and Subcontractors, and solve any potential problems or issues that may arise due to drawings or field conflicts. Additionally, work involves the coordination and completion of estimating potential projects is included under Scott's tasks.

- Writing and implementation of subcontract scopes of work
- Developed excellent working relationships with Owner, Architects, and Subcontractors
- Coordination and scheduling of subcontractor work in order to ensure a smooth flow of work throughout the construction process
- Drawing and subcontract review in order to ensure that a complete scope of work is bought at the time of contract negotiations

### Professional Experience

**Madison Construction Company, Orland Park, IL**

#### **Selected Experience**

##### **CEDA Projects**

This project includes over 150 single family residence. Typically we are assigned 5-10 new single family residences every week.

##### **Oakley Point**

A \$4.5 million, 38,000 sq/ft 4-story new condominium masonry building. 21 residential units, 3 commercial spaces, elevator, and indoor parking garage. Madison construction provided general contracting services including coordination with all subcontractors.

##### **Oak Lawn High School**

A \$1.7 million remodel of existing school. Madison Construction was a subcontractor to Mechanical Inc and did general contracting work for a new masonry, pre-cast mechanical building with new storm sewer and asphalt parking. Underground foundation slabs for mechanical equipment, remove and replace 80,000 sq/ft acoustical ceilings, and painting of mechanical duct. New curtain wall glass and doors where needed. Install structural steel for all rooftop and mechanical equipment. Job was done in 2 phases over summer school session.

##### **PCC Wellness Center—Construction Management**

A \$4.2 million, 18,000 sq/ft new ground up medical building. Madison Construction responsibilities included construction management of all construction. This building is a LEED certified building with coordination of green materials and products. Building consisted of a Geo Thermal heating and cooling system along with a green roof.

##### **Wear Eye Wear**

A \$75 thousand build out of new commercial tenant space. Madison Construction was doing general contracting of all subcontracted work.

##### **Provena Health Care**

A \$90 thousand remodel of a healthcare with existing bathrooms and cafeterias

# SCOTT ROSENGREN (continued)

## **Canoe Club Restaurant**

A \$3.5 million, 12,500 sf prototype restaurant with high-end finishes, a waterfall feature, a 4,000 gallon shark tank and extensive roof and timber system. Madison Construction provided input from the preconstruction phase including value engineering thru the completion of the project. Coordination with the Owner and Architect was key to completing the project and providing the end result. Responsibilities included coordination with subcontractors, Owner's suppliers, contractors and vendors to ensure that the construction was integrated with the critical restaurant components.

## **Grace Bible Church**

Preconstruction Services including value engineering, scheduling and budgeting. Taking into account the Owner's conceptual vision and budget restraints, Madison Construction was able to assist and direct the Owner during the initial stages of design to a facility that will fit their existing needs, allow for growth and provide a facility that the congregation can be proud to worship in.

## **Sutherland Banquet Hall**

General Contractor for a one million dollar remodel of an existing space for a new Banquet Hall at 47<sup>th</sup> & Drexel, the old Sutherland Hotel. The project consists of new mechanical, plumbing and electrical systems throughout the Banquet facility. Additional value engineering to meet budget restraints was required. Coordination of the interior finishes to keep with the era and history of the structure were necessary without sacrificing detail or adding costs.

## **Rosengren Custom Homes, Orland Park, IL**

### **Owner, 1990-2004**

Self employed and responsible for estimating, carpentry, general contracting, employee and business management, closeout, and punch list management for business. Coordination of subcontractors and field staff for self-performed work to ensure that the necessary materials and equipment are on site when needed. Responsible for all facets of work from excavation to electrical.

### **Selected Experience**

#### **Custom Homes**

High end custom homes ranging from \$750,000 to \$2,000,000. Included buyout and coordination of all subcontractors. Self-performed all aspects of carpentry from rough carpentry to trim carpentry, including cabinet installation, trim, window installation, etc.

#### **Spec Homes**

Design and build luxury spec homes ranging from \$500,000 to \$1,000,000. Included all general contracting responsibilities including buying out contracts, coordination of subcontractors, self-performed carpentry, both rough and trim carpentry.

#### **Masonry & Pre-Cast Condominiums**

Two to five story masonry and pre-cast condominium buildings with underground parking. General contracting work including management and buyout with underground parking. General contracting work including management and buyout of subcontractor contracts. Self-performed all aspects of the carpentry work including both rough and finish carpentry.

#### **D.O.E. Components**

##### **Project Superintendent, 1975-1990**

Spent 10 years as a residential carpenter and 5 years as a foreman working on both rough and finish carpentry for D.O.E. components. Work included approximately 500 new homes and town homes. Included installation of pre-fabricated roof trusses and wall components. Work as a foreman included management of construction crew and scheduling.

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## ARTICLE IX. GREEN CONSTRUCTION

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

- (a) Diesel exhaust particle pollution poses a clear and present health risk to the people of Cook County. The United States Environmental Protection Agency has classified diesel exhaust as a likely human carcinogen, and has identified diesel particulate matter and diesel exhaust organic gases as toxic air pollutants. Diesel exhaust is also a prime contributor to airborne fine particle pollution that is linked to premature death and other serious cardiovascular and pulmonary problems such as heart attacks, abnormal heart rhythms, atherosclerosis, stroke, asthma attacks, permanent respiratory damage and retardation of lung growth in children.
- (b) Cook County is a US EPA designated non-attainment area for fine particulate matter pollution.
- (c) The health impacts from diesel emissions particularly affect children, the elderly, and people with weakened immune systems.
- (d) Particularly high concentrations of diesel emissions often occur in heavily traveled transportation corridors, intermodal yards, bus depots, and construction sites; these diesel "hot spots" often are found in densely populated, urban areas, disproportionately impacting ethnic minorities and people of lower economic status.
- (e) Diesel engine crankcases also are a source of emissions that can seep into the cabin and expose vehicle drivers and passengers to harmful diesel emissions.
- (f) Diesel exhaust also contains black carbon emissions, which contribute to global climate change.
- (g) Reduction of diesel emissions can help address these human health and environmental problems.
- (h) The United States Environmental Protection Agency has enacted requirements over the past few years requiring the substantial reduction of emissions from new diesel engines in both heavy-duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.
- (i) Practical, cost-effective measures to substantially reduce diesel particulate emissions are available today, and can be applied to many existing diesel engines. The same technology that limits diesel pollution from new diesel engines can be retrofitted onto existing engines or applied in new replacement engines to reduce diesel emissions by 85% or better.
- (j) Therefore, the purpose of this ordinance is to minimize the public health risks from exposure to diesel particulate emissions as expeditiously as practicable.

### Sec. 30-951. Definitions.

*CARB* means the California Air Resources Board.

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

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

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

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

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

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

*Level 3 Control* means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 85% or more from uncontrolled engine emission levels, or that reduces emissions to less than or equal to 0.01 grams of PM per brake horsepower-hour. Level 3 Control includes repowering or replacing the existing diesel engine with an engine meeting USEPA's 2007 Heavy-duty Highway Diesel Standards (66 Fed. Reg. 5002), or in the case of a nonroad engine, an engine meeting the USEPA's Tier 4 Nonroad Diesel Standards (69 Fed. Reg. 38958); Level 3 Control also includes new diesel engines meeting said emissions standards.

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

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

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

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

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

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

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

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

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

*Verified diesel emission control device* means:

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

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

(a) Immediately after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall use Ultra Low Sulfur Diesel fuel for diesel motor vehicles, non-road vehicles, and stationary generators used in the performance of the contract.

(b) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any heavy-duty diesel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:

- (1) Subsection (b) shall not apply to any heavy-duty diesel vehicle on the construction site working three days or less over the life of the project.
- (2) Subsection (b) shall not apply to any heavy-duty diesel vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department. If the Department makes a written finding that any such vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

## ARTICLE IX. GREEN CONSTRUCTION

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

- (a) Diesel exhaust particle pollution poses a clear and present health risk to the people of Cook County. The United States Environmental Protection Agency has classified diesel exhaust as a likely human carcinogen, and has identified diesel particulate matter and diesel exhaust organic gases as toxic air pollutants. Diesel exhaust is also a prime contributor to airborne fine particle pollution that is linked to premature death and other serious cardiovascular and pulmonary problems such as heart attacks, abnormal heart rhythms, atherosclerosis, stroke, asthma attacks, permanent respiratory damage and retardation of lung growth in children.
- (b) Cook County is a US EPA designated non-attainment area for fine particulate matter pollution.
- (c) The health impacts from diesel emissions particularly affect children, the elderly, and people with weakened immune systems.
- (d) Particularly high concentrations of diesel emissions often occur in heavily traveled transportation corridors, intermodal yards, bus depots, and construction sites; these diesel "hot spots" often are found in densely populated, urban areas, disproportionately impacting ethnic minorities and people of lower economic status.
- (e) Diesel engine crankcases also are a source of emissions that can seep into the cabin and expose vehicle drivers and passengers to harmful diesel emissions.
- (f) Diesel exhaust also contains black carbon emissions, which contribute to global climate change.
- (g) Reduction of diesel emissions can help address these human health and environmental problems.
- (h) The United States Environmental Protection Agency has enacted requirements over the past few years requiring the substantial reduction of emissions from new diesel engines in both heavy-duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.
- (i) Practical, cost-effective measures to substantially reduce diesel particulate emissions are available today, and can be applied to many existing diesel engines. The same technology that limits diesel pollution from new diesel engines can be retrofitted onto existing engines or applied in new replacement engines to reduce diesel emissions by 85% or better.
- (j) Therefore, the purpose of this ordinance is to minimize the public health risks from exposure to diesel particulate emissions as expeditiously as practicable.

### Sec. 30-951. Definitions.

*CARB* means the California Air Resources Board.

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

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

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

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

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

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

*Level 3 Control* means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 85% or more from uncontrolled engine emission levels, or that reduces emissions to less than or equal to 0.01 grams of PM per brake horsepower-hour. Level 3 Control includes repowering or replacing the existing diesel engine with an engine meeting USEPA's 2007 Heavy-duty Highway Diesel Standards (66 Fed. Reg. 5002), or in the case of a nonroad engine, an engine meeting the USEPA's Tier 4 Nonroad Diesel Standards (69 Fed. Reg. 38958); Level 3 Control also includes new diesel engines meeting said emissions standards.

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

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

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

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

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

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

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

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

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

*Verified diesel emission control device* means:

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

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

(a) Immediately after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall use Ultra Low Sulfur Diesel fuel for diesel motor vehicles, non-road vehicles, and stationary generators used in the performance of the contract.

(b) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any heavy-duty diesel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:

- (1) Subsection (b) shall not apply to any heavy-duty diesel vehicle on the construction site working three days or less over the life of the project.
- (2) Subsection (b) shall not apply to any heavy-duty diesel vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department. If the Department makes a written finding that any such vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

- (3) Any heavy-duty diesel vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (b).

(c) Within two years after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall not operate any diesel non-road vehicle in the performance of a public works contract unless that vehicle has installed Level 2 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the contractor to the agency of appropriate and sufficient documentary evidence:

- (1) Subsection (c) shall not apply to any diesel non-road vehicle on the construction site working three days or less over the life of the project.
- (2) Subsection (c) shall not apply to any diesel non-road vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 2 Controls, in which case such fleet owner or operator shall install Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.
- (3) Any diesel non-road vehicle that has operational Level 1 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (c).

(d) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any diesel non-road vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:

- (1) Subsection (d) shall not apply to any diesel non-road vehicle on the construction site working three days or less over the life of the project.
- (2) Subsection (d) shall not apply to any diesel non-road vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department.
- (3) Any diesel non-road vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (d).

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

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

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

(a) Thirty days before beginning work, the Prime Contractor shall submit to the Department for approval a list of all heavy-duty diesel vehicles, non-road vehicles, and stationary generators to be used on the project. The list shall include the following:

- (1) Prime Contractor and Subcontractor name and address, plus contact person responsible for the vehicles or equipment.
- (2) Equipment type, manufacturer, engine model year, engine certification (Tier rating), ECM calibration, horsepower, plate, serial number, and expected fuel usage and/or hours of operation.
- (3) For the pollution control technology installed: technology type, serial number, make, model, manufacturer, EPA/CARB verification number/level, and installation date.

(b) If the Prime Contractor subsequently needs to bring on site equipment not on the list, the Prime Contractor shall submit the request in writing for prior approval. Additional equipment shall comply with all contract conditions.

(c) During periods of inactivity, idling of diesel on-road motor vehicles and non-road vehicles shall be minimized and shall not exceed the time allowed under state and local laws.

(d) Any public works contract shall provide for enforcement of the contract provisions required by Sections 30-952 and 30-955 and penalties for noncompliance of such provisions.

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

(a) Any solicitation for a public works contract subject to the provisions of this section and any contract entered into as a result of such solicitation shall include provisions authorizing independent monitoring and inspection of the Prime Contractor and Subcontractor's compliance with the requirements of this section and requiring that the Prime Contractor and Subcontractor comply with this section. The Prime Contractor shall be liable for a fee of \$200 for the review of Prime Contractor and Subcontractor's compliance with the provisions of this section, and the County may withhold and deduct the fee from monies otherwise due the Prime Contractor.

(b) All vehicles and equipment to which these requirements are applicable will be subject to random inspections to ensure full compliance with these requirements. If any equipment is found to be non-compliant, the Prime Contractor, Subcontractor or Supplier must remove or retrofit this equipment or vehicle within 24 hours or be subject to liquidated damages pursuant to subdivision (c) of this section until that piece of equipment or vehicle is removed from Project.

(c) In the event of a violation of any provision of this section, except as provided in subdivision (d) of this section, liquidated damages shall be assessed against the Prime Contractor in the amount of \$5,000 for each violation (with each piece of noncomplying equipment and each day of noncompliance being a separate violation, not to exceed a total of \$50,000 for any one piece of equipment). Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the County will sustain from delay in completion of the work, as well as resultant damages to public health of its citizens, which damages by their nature are not capable of precise proof. The County may withhold and deduct from monies otherwise due the Prime Contractor the amount of liquidated damages due the County.

(d) No Prime Contractor or Subcontractor shall make a false statement or claim with respect to any matter material to compliance with the provisions of this section to the County. Any Prime Contractor or Subcontractor making such a false statement shall pay the County up to \$10,000 for each such statement as liquidated damages pursuant to the provisions of subdivision (c) of this section.

(e) Fees and liquidated damages paid to the County under this section shall be placed in the Cook County Environmental Management Fund.





SPECIAL CONDITIONS - EXHIBIT G  
RELEVANT EXPERIENCE  
REFERENCE NUMBER 3 OF 3

List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

Project Information

Project Name: United Neighborhood Organization—Paz and Fuentes Renovation  
Project Location: Chicago, IL  
Project Type: Renovation  
Description of Work: This project included the renovation of two school campuses. The scope of work included complete exterior and interior ADA renovations of two existing buildings bringing them up to ADA compliance.

Bidder's Role: CHECK ALL THAT APPLY  
General Contractor  Subcontractor   
Joint Venture  Design-Builder

Client Information

Client: United Neighborhood Organization  
Address: 954 W. Washington Street, Chicago, IL  
Client Reference: Cesar Santoy Project Manager 312.432.6301  
NAME TITLE AREA CODE & PHONE NO

Architect Information

Architect: Design Bridge/Holabird and Root  
Address: 1415 W. Grand Avenue, Chicago, IL  
Architect Reference: Victor Dziekiewicz Owner 312.42.5889  
NAME TITLE AREA CODE & PHONE NO

Contract Information

Contract Type Contract for Work  Design-Build   
Original Contract Amount: \$1,322,820  
Final Contract Amount: \$1,661,792  
Original Completion Schedule: 8/2011  
Actual Completion Schedule: 92011



# Supplementary Repairs Form

**PROJECT:**  
County of Cook  
Countywide Exterior Wall Renovations  
Building Group 2, Bid Package C

**S.R. MODIFICATION NUMBER:**

**DATE:**

**COUNTY PROJECT NUMBER:**

**TO CONTRACTOR:**

**CONTRACT DATE:**

**CONTRACT FOR:**

SUPPLEMENTARY REPAIRS IS MODIFIED TO INCORPORATE EXTRA WORK AS FOLLOWS:

•	\$
•	\$
•	\$
<b>Grand Total All Above</b>	<b>\$</b>

The original Base Contract Sum was:	\$
The net change by previously authorized Change Orders is:	\$
The new Base Contract Sum including previously authorized Change Orders is:	\$
The Original Supplementary Repairs Amount was:	\$
The net change by previously authorized Supplementary Repairs is:	\$
Authorized Supplementary Repairs funds this Supplementary Repairs Modification is:	\$
Total Authorized Supplementary Repairs Modifications to date	\$
Remaining Supplementary Repairs Amount	\$
The Contract Time will be increased by ____ days.	

Not valid until signed by the Architect, Contractor and Owner.

Holabird & Root  
ARCHITECT

\_\_\_\_\_  
CONTRACTOR

Cook County Office of  
the Purchasing Agent  
OWNER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
BY (Typed/Printed Name)

\_\_\_\_\_  
BY (Typed/Printed Name)

\_\_\_\_\_  
BY (Typed/Printed Name)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



# Cook County Juvenile Temporary Detention Center

1100 S. Hamilton Avenue, Chicago, IL 60612

TEL: (312) 433-7102 • FAX: (312) 433-6644

## LEADS Background Check Request

Applicant Information			
Full Name:			
	<i>First</i>	<i>Last</i>	<i>MI Maiden Name</i>
Address:			

Position Applied For: \_\_\_\_\_

### \*\*OFFICIAL USE ONLY\*\*

Request Information			
Date:		From:	To: Betty Donovan, 3 <sup>rd</sup> Floor, West Building
Results			
CANTS:	FOUNDED <input type="checkbox"/>	UNFOUNDED <input type="checkbox"/>	LEADS: FOUNDED <input type="checkbox"/> UNFOUNDED <input type="checkbox"/>
Approval Signature			
Signature:			Date:

State of Illinois  
Department of Children and Family Services

**AUTHORIZATION FOR BACKGROUND CHECK**  
Child Abuse and Neglect Tracking System (CANTS)

**For Programs NOT Licensed by DCFS**

**NOTE:** Do not use this form if you are an applicant for licensure or an employee/volunteer of a licensed child care facility. Please contact your licensing representative.

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List maiden name and/or all other names by which you have been known: (last, first, middle)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby authorize the Illinois Department of Children and Family Services to conduct a search of the Child Abuse and Neglect Tracking system (CANTS) to determine whether I have been a perpetrator of an indicated incident of child abuse and/or neglect or involved in a pending investigation. I further consent to the release of this information to the agency listed below.

**Mail this request to:**  
Department of Children and Family Services  
406 E. Monroe - Station # 30  
Springfield, IL 62701

Signed \_\_\_\_\_ Date \_\_\_\_\_

Please type, use bold letters or label:

Juvenile Temporary Detention Center (Agency Name)  
Attn: Louise Akins (Contact Person)  
1100 South Hamilton Avenue (Address)  
Chicago, IL 60612 (City/State/Zip)



(Submitting Agency Fax Number) 312-433-6644

**EXHIBIT K  
ENVIRONMENTAL REPORTS**

**ANALYTICAL LAB**  
 1404 119TH STREET, SUITE A  
 WHITING, IN 46394  
 PH. 219 - 473 - 9777  
 FAX 219 - 473 - 9790  
 WWW.ANALYTICALAB.COM

**Polarized Light Microscopy**

**Test Report**

Report No: 33831

Report Date: 07/29/11

Received Analyzed

Number of Samples: 1 1

Date Received: 07/29/11

Turn Around: OD

Client Contact: Tom Maloney

Date Analyzed: 07/29/11

Client Project: Juvenile

Client: Cook County Facilities Management

Faxed Date: 07/29/11

Client Location: East Building

2245 W. Ogden Avenue

Chicago, IL 60612-

Field No	Lab No	Appearance	Asbestos Type (Calibrated Visual Estimate)	Non-Asbestos Components		
				Fibrous	Other	Non-Fibrous
C-1	249890	Fibrous / Beige	NAD	MMMF Cellulosa	1%-5% 20%	Other 75%

Comments: P.O. K - 121005

MMMF=Man Made Mineral Fibers, e.g. fiberglass or mineral wool. NAD=No Asbestos Detected

Analysis was performed as recommended by the EPA in Test Method document "U.S. EPA 820/M-482020, 1982" & "U.S. EPA 800/R-93/116, 1993". Results are determined only from the individual samples. Extrapolation of results to cover large areas should incorporate a random sampling scheme and assessment of multiple sample results. An estimate of laboratory accuracy is available upon request. It is recommended that non-fibrous materials (e.g. floor tile, mastic, etc.) be analyzed by TEM for positive identification. U.S. EPA 40 CFR 761 considers materials having greater than 1% asbestos as Asbestos Containing Materials (ACM). It is AnalyticalLab's policy to dispose of samples after forty-five (45) days. However, the client may request samples to be returned prior to the disposal date. Unless otherwise noted, samples were received in an acceptable condition. This report may not be reproduced except in full and with the approval of the laboratory. All NVLAP reports with the NVLAP logo must contain at least one signature to be valid. This report must not be used to claim enforcement by NVLAP nor any agency of the U.S. Government. NVLAP Lab Code: 10-727-C. If a sample is found to be non-homogeneous, each layer is analyzed separately.

*Phillip G. Pekron*

Laboratory Director: Phillip G. Pekron, CM, CSP

*Noel Monell*

Analyst: Noel Monell

**ANALYTICALLAB**

1494 119TH STREET, SUITE A  
WHITING, IN 46394  
PH. 219 - 473 - 9777  
FAX 219 - 473 - 9790  
WWW.ANALYTICALLAB.COM

**Polarized Light Microscopy****Test Report**

Report No: 33697

Report Date: 06/22/11

Received Analyzed

Number of Samples: 8 6

Date Received: 06/20/11

Turn Around: RO

Client Contact: Dan Granata

Date Analyzed: 06/22/11

Client Project: Jory

Client: Cook County Facilities Management

Fixed Date: 06/22/11

Client Location: 2245 Ogden

2245 W. Ogden Avenue

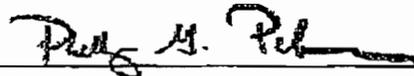
Chicago, IL 60612-

Field No	Lab No	Appearance	Asbestos Type (Calibrated Visual Estimate)	Non-Asbestos Components			
				Fibrous		Other	Non-Fibrous
B-3	249192	Fibrous / Red	NAD	Cellulose	1%-5%	Other	95%
B-5	249193	Fibrous / Black - Red	NAD	Cellulose	1%-5%	Other	95%
B-8	249194	Fibrous / Red - Brown	NAD	Cellulose	1%-5%	Other	95%
B-10	249195	Fibrous / White - Beige	NAD	Cellulose	1%-5%	Other	95%
B-11	249196	Fibrous / Beige	NAD	Cellulose	1%-5%	Other	95%
B-14	249197	Fibrous / Beige	NAD	Cellulose	1%-5%	Other	95%

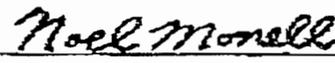
Comments: K-115804

MIMMF=Man Made Mineral Fibers, e.g. fiberglass or mineral wool, NAD=No Asbestos Detected

Analysis was performed as recommended by the EPA in Test Method document "U.S. EPA 600/4-82-020: 1992" & "U.S. EPA 600/4-85-118, 1999". Results are determined only from the individual samples. Extrapolation of results to cover large areas should incorporate a random sampling scheme and agreement of multiple sample results. An estimate of laboratory accuracy is available upon request. It is recommended that non-fibrous materials (e.g. floor tile, mastic, etc.) be analyzed by TEM for positive identification. U.S. EPA, 40 CFR 701 considers materials having greater than 1% asbestos as Asbestos Containing Materials (ACM). It is AnalyticalLab's policy to dispose of samples after 90-days (45) days. However, the client may request samples to be returned prior to the disposal date. Unless otherwise noted, samples were received in an acceptable condition. This report may not be reproduced except in full and with the approval of the laboratory. All NVLAP reports with the NVLAP logo must contain at least one signature to be valid. This report must not be used to claim endorsement by NVLAP nor any agency of the U.S. Government. NVLAP Lab Code: 101727-0. If a sample is found to be non-homogeneous, each layer is analyzed separately.



Laboratory Director: Phillip G. Pekron, CIH, CSP



Analyst: Noel Monell





COOK COUNTY  
FACILITIES MANAGEMENT  
ASBESTOS DIVISION

33697

Sample Log - Request for Analysis

Building name and number: July 2245 Ogden

Inspector's Name: \_\_\_\_\_

Date Sample Taken: 6/17/11

Inspector's Signature: \_\_\_\_\_

Sample/ Photo Number	Sample Location			Material Description		
	Floor	Corner	N/S E/W A.F.F.			
B-1				South <del>East</del> corner old buildings white paint chip		
B-2				South east Old building red paint in side beam		
B-3	249192			old building red shank south west corner		
B-4				New building south west corner white paint chip		
B-5	249193			New building south west corner red shank		
B-6				New building south west corner inside beam		
B-7				red paint south east corner better old building		
B-8	249194			red shank out side garage south west corner by flower pot		
B-9				white paint chip garage south west corner by flower pot		
Notes:	Chain of Custody			CODE		
Released by	Date	Time	Received by	Date	Time	S-Surfacing Material T.S.I.-Thermal System Insulation M-Miscellaneous Material

Analyst Noel M. O'Connell

Received by: Matthew M. O'Connell  
Date: 6/22/11 Time: 11:00 AM

**STAT Analysis Corporation**

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATanalysis.com

Accreditation Numbers: IRPA ELAP 100445; ORELAP IL300001; AFHA 101160

Date Reported: June 22, 2011

Date Printed: June 22, 2011

Client: Analytical Lab  
 Lab Order: 11060580  
 Project: K-115904, Cook County Facilities, Jury-2245 Ogden

Client ID	Additional Info	Sample ID	Matrix	Lead Result	Units	Qualifier	Analyst	Date Analyzed	Analytical Method
B-1		11060580-001A	Paint Chips	1.2	wt% /		YZ	06/22/2011	N7082
B-2		11060580-002A	Paint Chips	3.3	wt% /		YZ	06/22/2011	N7082
B-4		11060580-003A	Paint Chips	< 0.009	wt%		YZ	06/22/2011	N7082
B-6		11060580-004A	Paint Chips	0.39	wt%		YZ	06/22/2011	N7082
B-7		11060580-005A	Paint Chips	1.9	wt% /		YZ	06/22/2011	N7082
B-9		11060580-006A	Paint Chips	< 0.0098	wt%		YZ	06/22/2011	N7082
B-12		11060580-007A	Paint Chips	1.6	wt% /		YZ	06/22/2011	N7082
B-13		11060580-008A	Paint Chips	< 0.0096	wt%		YZ	06/22/2011	N7082
B-14		11060580-009A	Paint Chips	< 0.0095	wt%		YZ	06/22/2011	N7082

Qualifiers: B - Analyte detected in the associated Method Blank  
 S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits  
 E - Value above quantitation range  
 \* - Non-accredited parameter





**STAT Analysis Corporation**

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATAnalysis.com

Accreditation Numbers: IEPA ELAP 100445; ORELAP IL300001; AIHA 101160; NVLAP LabCode 101202

May 25, 2011

LS Construction Group  
3638 W. Belmont  
Chicago, IL 60618  
Telephone: (773) 279-1122  
Fax:

RE: 1100 S. Harrington

STAT Project No. 11050879

Dear Angel Rivera:

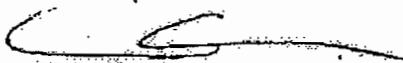
STAT Analysis received 1 sample for the referenced project on 5/25/2011 10:15:00 AM. The analytical results are presented in the following report.

All analyses were performed in accordance with methods as referenced on the analytical report. Those analytical results expressed on a dry weight basis are also noted on the analytical report.

All analyses were performed within established holding time criteria, and all Quality Control criteria met AIHA, EPA or laboratory specifications except when noted in the Case Narrative or Analytical Report. Sample acceptance criteria has been met unless noted in the Case Narrative or Sample Receipt Checklist. If required, an estimate of uncertainty for the analyses can be provided. Sample results have not been corrected for contamination based on field blank or other analytical blank, unless noted in the case narrative.

Thank you for the opportunity to serve you and I look forward to working with you in the future. If you have any questions regarding the enclosed materials, please contact me at (312) 733-0551.

Sincerely,



Craig Chawla

Project Manager

*The information contained in this report and any attachments is confidential information intended only for the use of the individual or entities named above. The results of this report relate only to the samples tested. If you have received this report in error, please notify us immediately by phone. This report shall not be reproduced, except in its entirety, unless written approval has been obtained from the laboratory. This analytical report shall become property of the Customer upon payment in full. Otherwise, STAT will be under no obligation to support, defend or discuss the analytical report.*

Page 1 of 3

Received May-25-2011 03:58pm

From-3127332386

To-

Page 001



**STAT Analysis Corporation**

2242 West Harrison St., Suite 200, Chicago, IL 60612-3766

Tel: (312) 733-0551 Fax: (312) 733-2386 STATinfo@STATanalysis.com

Accreditation Numbers: IEPA BLAP 100445; ORELAP IL300001; ATHA 107160

Date Reported: May 25, 2011

Date Printed: May 25, 2011

---

**Client:** LS Construction Group  
**Lab Order:** 11050879  
**Project:** 1100 S. Hamington

---

---

Client ID	Additional Info	Sample ID	Matrix	Lead Result	Units	Qualifier	Analyst	Date Analyzed	Analytical Method
Paint Sample		11050879-001A	Paint Chips	27000	mg/Kg		BPI	05/25/2011	N7082

---

Reporting limit for paints is 100 mg/Kg based on 0.05 g sample digested.

**Qualifiers:** B - Analyte detected in the associated Method Blank  
S - Spike Recovery outside accepted recovery limits

R - RPD outside accepted recovery limits

E - Value above quantitation range

\* - Non-accredited parameter

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Received May-25-2011 05:59pm

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To-

Page 002

**ANALYTICAL LAB**  
 1404 119TH STREET, SUITE A  
 WHITING, IN 46394  
 PH. 219 - 473 - 9777  
 FAX 219 - 473 - 9790  
 WWW.ANALYTICALLAB.COM

**Polarized Light Microscopy  
 Test Report**

Report No: 33614  
 Report Date: 05/31/11

Received Analyzed  
 Number of Samples: 2 2

Date Received: 05/31/11  
 Date Analyzed: 05/31/11  
 Faxed Date: 05/31/11

Turn Around: RO  
 Client Project: Jury  
 Client Location: West End Ceiling

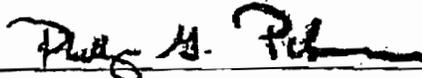
Client Contact: Dan Granata  
 Client: Cook County Facilities Managem  
 2245 W. Ogden Avenue  
 Chicago, IL 60612-

Field No	Lab No	Appearance	Asbestos		Non-Asbestos Components			
			Type (Calibrated Visual Estimate)	Percentage	Fibrous	Non-Fibrous	Other	
A-1	248790	Fibrous / Beige	NAD		Cellulose	1%-5%	Other	95%
A-2	248791	Fibrous / Beige - Gray	Chrysotile	1%-5%	Cellulose	1%-5%	Other	90%

Comments:

M/MF=Man Made Mineral Fibers, e.g. fiberglass or mineral wool, NAD=No Asbestos Detected

Analysis was performed as recommended by the EPA in Test Method document "U.S. EPA 800/M482020, 1982" & "U.S. EPA 800/R-037(10), 1993". Results are determined only from the individual samples. Extrapolation of results to cover large areas should incorporate a random sampling scheme and agreement of multiple sample results. An estimate of laboratory accuracy is available upon request. It is recommended that non-fragile materials (e.g. floor tile, mastic, etc.) be analyzed by TEM for positive identification. U.S. EPA, 40 CFR 751 considers materials having greater than 1% asbestos as Asbestos Containing Materials (ACM). It is Analytical Lab's policy to dispose of samples after forty-five (45) days. However, the client may request samples to be returned prior to the disposal date. Unless otherwise noted, samples were received in an acceptable condition. This report may not be reproduced except in full and with the approval of the laboratory. All NVLAP reports with the NVLAP logo must contain at least one signature to be valid. This report must not be used to claim endorsement by NVLAP nor any agency of the U.S. Government. NVLAP Lab Code: 101727-0. If a sample is found to be non-homogeneous, each layer is analyzed separately.

  
 Laboratory Director: Phillip G. Pakron, CIH, CSP

  
 Analyst: Noel Monell

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MISCELLANEOUS FORMS

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BID DEPOSIT FORM

AS REQUIRED BY INSTRUCTIONS TO BIDDERS/AND IN  
CONJUNCTION WITH THE BID HEREWITH SUBMITTED

(THIS FORM MUST BE SUBMITTED WITH THE BID)

TO: County of Cook

BID FOR: Juvenile Temporary Detention Center - Countywide Exterior Wall  
Renovation Project

BID DOCUMENT NUMBER: 11-28-141 BID OPENING DATE: November 30, 2011

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

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

Drawn on: Traveler's Casualty  
+ Surety Co. of America of: Naperville, IL  
BANK CITY STATE

Draft or Check Number: 004508222 Dated: 11/30/2011

Amount: \$ 105,676.33

Submitted by: Madison Construction Company  
BIDDER'S NAME

15657 S 70th Court.  
STREET ADDRESS

Orland Park, IL 60462  
CITY STATE ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

- 1. ( ) HELD \_\_\_\_\_ DATE: \_\_\_\_\_
- 2. ( ) MAILED \_\_\_\_\_ DATE: \_\_\_\_\_
- 3. ( ) DELIVERED TO: \_\_\_\_\_ DATE: \_\_\_\_\_
- 4. ( ) BOND SUBSTITUTED: \_\_\_\_\_ DATE: \_\_\_\_\_
- 5. ( ) BOND MAILED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

**SUBCONTRACTOR'S**  
**CERTIFICATION CONCERNING LABOR STANDARDS**  
**AND**  
**PREVAILING WAGE REQUIREMENTS**

To (Contractor):

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

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

1. The undersigned, having executed a contract with \_\_\_\_\_  
(Contractor)

\_\_\_\_\_ for \_\_\_\_\_  
(Nature of work)

\_\_\_\_\_ in the amount of \$ \_\_\_\_\_

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)],
  - (c) No part of the aforementioned contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.
3. The workmen will report for duty on or above \_\_\_\_\_  
(date)

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- \_\_\_\_\_ Sole Proprietorship
- \_\_\_\_\_ Partnership
- \_\_\_\_\_ Corporation
- \_\_\_\_\_ Other Organization (Describe)

(c) The Name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

COUNTY OF COOK  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)

CONTRACT TITLE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

I. **Name of Joint Venture:**

\_\_\_\_\_

**Address of Joint Venture:**

\_\_\_\_\_ City: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Contact Information:**

Phone Number: ( ) \_\_\_\_\_

Fax Number: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

II. **Identify each (Non) MBE/WBE Joint Venture Partner(s):**

Firm Name: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBEWBE)

Page 2 of 10

III. Identify each MBE Joint Venture Partner(s)

Firm Name: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

Identify each WBE Joint Venture Partner(s)

Firm Name: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

MF-4a

PW8.11

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 3 of 10

IV. Describe the role(s) of each MBE and/or WBE Joint Venture Partner(s) in this Joint Venture:  
(condense)

MBE/WBE Firm Name:

Role in Joint Venture:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Attach a copy of the Joint Venture Agreement:

The Joint Venture Agreement should detail share of ownership, control, management, risk and profit for each partner, and at a minimum contain specific details as following:

- (1) The contributions of capital and equipment;
- (2) Work items to be performed by the MBE/WBE's own forces;
- (3) Work items to be performed under the supervision of the MBE/WBE Joint Venture Partners;
- (4) The commitment of management, supervisory and operative personnel employed by the MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 4 of 10

VI.

Ownership of the Joint Venture:

- (a). What are the Name(s), Percentages(s) of ownership and capital contribution for each (NON) MBE/WBE Joint Venture Partner?

Name of (NON) MBE/WBE: \_\_\_\_\_

(NON) MBE/WBE Ownership Percentage: \_\_\_\_\_ %

Capital Contribution: \_\_\_\_\_

Name of (NON) MBE/WBE: \_\_\_\_\_

(NON) MBE/WBE Ownership Percentage: \_\_\_\_\_ %

Total (NON) MBE/WBE Ownership Percentage: \_\_\_\_\_ %

- (b). What are the Name(s) and Percentages(s) of ownership for each MBE Joint Venture Partner?

Name of MBE: \_\_\_\_\_

MBE Ownership Percentage: \_\_\_\_\_ %

Name of MBE: \_\_\_\_\_

MBE Ownership Percentage: \_\_\_\_\_ %

Total MBE Ownership Percentage: \_\_\_\_\_ %

- (c). What are the Name(s) and Percentages(s) of ownership for each WBE Joint Venture Partner?

Name of WBE: \_\_\_\_\_

WBE Ownership Percentage: \_\_\_\_\_ %

Name of WBE: \_\_\_\_\_

WBE Ownership Percentage: \_\_\_\_\_ %

Total WBE Ownership Percentage: \_\_\_\_\_ %

- (d). Total Percentage of MBE/WBE Ownership in the Joint Venture: \_\_\_\_\_ %

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 5 of 10

VII. Capital Contributions - Dollar amounts of Initial Contributions to be detailed as follows:

- (a) Names of (NON) MBE/WBE Joint Venture Partner(s) and Dollar Amounts of Initial Contribution:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Total Dollar Amount of Initial Contributions by (NON) MBE/WBE Joint Venture Partner(s)  
\$ \_\_\_\_\_

- (b) Names of MBE/WBE Joint Venture Partner(s) and Dollar Amounts of Initial Contribution:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Total Dollar Amount of Initial Contribution by MBE/WBE Joint Venture Partner(s)  
\$ \_\_\_\_\_

On-Going Capital Contributions during the course of this contract must be made by each Joint Venture Partner and be based on their percentage of ownership in this Joint Venture.

VIII. Contributions of Equipment and Supplies (Identify the types of Equipment and/or Supplies to be provided by each Joint Venture Partner:

Name of (Non) MBE/WBE Firm: \_\_\_\_\_

Types of Equipment/Supplies: \_\_\_\_\_

\_\_\_\_\_

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 6 of 10

Name of (Non) MBE/WBE Firm: \_\_\_\_\_

Type of Equipment/Supplies: \_\_\_\_\_

Name of MBE/WBE Firm: \_\_\_\_\_

Type of Equipment/Supplies: \_\_\_\_\_

Name of MBE/WBE Firm: \_\_\_\_\_

Type of Equipment/Supplies: \_\_\_\_\_

IX.

Written Agreements: (put at the end of this affidavit before you swear)

Please attach to this Joint Venture Affidavit ALL written agreements between any and all of the Joint Venture Partners concerning this contract.

All Joint Venture Partners signing onto this agreement do so with the understanding that any written agreements between any and all of the Joint Venture Partners must not limit or in any way restrict the Ownership and/or Control of any MBE/WBE Joint Venture Partner.

All Joint Venture Partners signing onto this agreement do also understand and agree that that should the language of any written agreements between any and all of the Joint Venture Partners concerning this contract be in conflict with this affidavit, that this COUNTY OF COOK AFFIDAVIT OF JOINT VENTURE (MBE/WBE) will be the Prevailing Document.

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 7 of 10

X. Control of and Participation in the Joint Venture:

Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signing requirements)

(a) Authority to enter into contracts on behalf of the Joint Venture:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

(b) Joint Venture check signing:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

(c) Signing, co-signing or collateralizing loans and/or acquisition of Lines of Credit:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

(d) Acquisition and indemnification of payment and performance bonds and all insurance requirements:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

(e) Negotiating and signing labor agreements:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 8 of 10

(f) Management of Contract Performance in the following areas:

1. Supervision of Field Operations:

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

2. Major Purchases:

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

3. Estimating:

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

4. Engineering:

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

XI. Financial Controls of the Joint Venture:

(a) Which firm will be responsible for bookkeeping/accounting of the financial records of the Joint Venture:

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

(b) Identify the "Managing Partner", if any and indicate the dollar amount of compensation, if any, the firm/ individual(s) will receive from the Joint Venture

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

Dollar amount of compensation: \$ \_\_\_\_\_

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 9 of 10

XII. State the approximate number of employees working on this joint venture project (by Trade) and indicate whether they will be employees of the (NON) MBE/WBE firm(s), MBE/WBE firm(s) or Joint Venture:

<u>Trade</u>	<u>(Non) MBE/WBE (Number)</u>	<u>MBE/WBE (Number)</u>	<u>Joint Venture (Name)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE  
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)  
Page 10 of 10

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each Joint Venture Partner in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual Joint Venture work and the payment therefore and any proposed changes in any provisions of the Joint Venture Agreement and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venture Partner relevant to the Joint Venture by authorized representatives of the County or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note If after filing this Affidavit and before completion on the Joint Venture work on the project, there is any change in the information submitted, the Joint Venture must inform the Director of the Office of Contract Compliance of the County of Cook within ten business days of any such change.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of (NON) MBE/WBE Partner Firm

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officers

\_\_\_\_\_  
(Names of Affiants)

personally appeared and known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

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

**STATUS REPORT OF PAYMENTS TO MBE/WBE PARTICIPANTS**

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
 (Title-Print or Type)

and duly authorized representative of \_\_\_\_\_  
 (Name of Company-Print or Type)

\_\_\_\_\_  
 (Address of Company)

\_\_\_\_\_  
 (Telephone Number)

and that the following Minority and Women Business Enterprises (MBE/WBEs) have executed Letters of Intent and have performed services or provided supplies on the above referenced contract; and there is due and to become due them, respectively the amounts set opposite their names for services/supplies as stated; and that this a true and complete statement of all such MBE/WBEs and of the amounts paid, due and to become due to them:

<u>MBE/WBE NAME</u>	<u>AMOUNT OF CONTRACT</u>	<u>AMOUNT PURCHASED</u>	<u>AMOUNT PAID TO DATE</u>
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Total amount of contract: \$ \_\_\_\_\_

Total amount paid to Prime Contractor to date: \$ \_\_\_\_\_

Total amount purchased from MBEs to date: \$ \_\_\_\_\_

Total amount paid to MBEs to date: \$ \_\_\_\_\_

Total amount purchased from WBEs to date: \$ \_\_\_\_\_

Total amount paid to WBEs to date: \$ \_\_\_\_\_

**STATUS REPORT OF PAYMENTS TO MBE/WBE PARTICIPANTS**

Page 2 of 2

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

UPON PENALTY OF PERJURY I AFFIRM THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE PRIME CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Bidder: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of Affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (date)  
\_\_\_\_\_ (name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument  
was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**RETURN THIS FORM TO:**

**LaVerne Hall  
Director  
Office of Contract Compliance  
Cook County Government  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602**

MF-5a

PW8.11



**SUBCONTRACTOR/SUPPLIER MONTHLY PARTICIPATION PAYMENT REPORT**

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

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

Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Amount of Prime Contract: \$ \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Description of Service/Supply: \_\_\_\_\_

Amount Billed by Subcontractor/Supplier from Project Start to Date: \$ \_\_\_\_\_

Amount Paid to Subcontractor/Supplier from Project Start to Date: \$ \_\_\_\_\_

**RETURN THIS FORM TO:**

**LaVerne Hall  
Director  
Office of Contract Compliance  
Cook County Government  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602**

MF-6

PW8.11

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, \_\_\_\_\_

as principal, \_\_\_\_\_

\_\_\_\_\_ as surety, are

held and firmly bound unto The County of Cook in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

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

Signed sealed, and delivered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden principal entered into a certain contract with The County of Cook,

Bearing date the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, for \_\_\_\_\_

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

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

\_\_\_\_\_  
PRINCIPAL/CONTRACTOR SEAL

By: \_\_\_\_\_  
PRESIDENT SECRETARY

\_\_\_\_\_  
SURETY SEAL

By: \_\_\_\_\_  
SURETY/ATTORNEY-IN-FACT (ATTACH POWER OF ATTORNEY) AMB# NAIC#

Approved as to form:

By \_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

INDEX  
PROPOSAL EXECUTION FORMS

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PROPOSAL

CONTRACT FOR WORK

CONTRACT DOCUMENT NO. 11-28-141

FOR PROJECT: COUNTYWIDE EXTERIOR WALL RENOVATION PROJECT, BUILDING GROUP 2, PACKAGE C

AT: Juvenile Temporary Detention Center: East Building, West Building, Parking Garage.

Proposal Submitted by:

Madison Construction Company

To: The County of Cook

BASE BID SUM

Having carefully examined the Advertisement for Bids, Instructions to Bidders, the Proposal Form, Forms Supplementary to Proposal, Conditions of the Contract, and Specifications and Drawing) prepared for Work entitled:

Countywide Exterior Wall Renovation, Building Group 2, Package C

The Work is located at:

Juvenile Temporary Detention Center: East Building: 1100 South Hamilton Avenue, Chicago, IL 60612; West Building: 2245 West Ogden Avenue, Chicago, IL 60612; and the Parking Facility: 1100 South Hamilton Avenue, Chicago, IL 60612.

as well as the premises and the conditions affecting the Work, the undersigned hereby agrees(s) to furnish all labor, materials, equipment, machinery, apparatus, implements for the Work in accordance with the Contract Documents, as noted, for the Base Bid sum of:

Eight million Four Hundred Eighty Nine Thousand Five Hundred Sixty Six <sup>43</sup>/<sub>100</sub>  
Ten Million Five Hundred Sixty Seven Thousand Six Hundred Thirty two

and <sup>98</sup>/<sub>100</sub> DOLLARS (\$ 10,567,632.98 )  
8,489,566.43

SPECIFY AMOUNT IN WRITING AND NUMBERS

BID DUE DATE

Bids are to be received no later than 10:00 AM on Wednesday, 11/30/2011  
in the box in the County of Cook Board Room, Fifth Floor, Room 500, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

1018

ADDENDUM RECEIPT

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

Addendum No. 1 Date: 11/22/2011  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

BID DEPOSIT

The Bid Deposit in the amount of: Eighty Five Thousand & <sup>10</sup>/<sub>100</sub> 0.1  
~~One Hundred Five Thousand Six Hundred~~  
~~seventy six and <sup>33</sup>/<sub>100</sub>~~ DOLLARS (~~\$ 105,676.33~~)  
is enclosed herewith in accordance with County requirements. \$ 85,000.00 0.1

COMPLETION TIME

The undersigned agrees that, if awarded a contract for the work, he will start work promptly upon receipt of the written Notice to Proceed from the Office of the Purchasing Agent and will complete all work within

455 CALENDAR DAYS.

Time Is Of The Essence Of This Contract

**BASE BID BREAKDOWN**

The requirements of the Advertisement for Bids, the Instructions to Bidders, and Conditions of the Contract, all Proposal and Miscellaneous Forms, Forms supplementary to Proposal, and Specifications and Drawings for the Work are hereby incorporated by reference into the following Base Bid Breakdown.

The Contractor shall provide a breakdown of the Base Bid Sum into the following categories:

<u>ITEM</u>	<u>Description</u>	<u>Costs</u>
I	BASE BID	
	A. Bond	<del>\$105,676.33</del> 85,000 <i>A.F.</i>
	B. Conditions of the Contract	<u>\$425,000.00</u>
	C. Mobilization	<u>\$350,000.00</u>
	D. Construction	<u>7,629,566.43</u> <i>A.F.</i> <del>\$9,686,956.00</del>
	TOTAL (A+B+C+D)	<u>8,489,566.33</u> <i>A.F.</i> <del>\$10,507,632.93</del>
II	TOTAL BASE BID SUMMARY (from PE-1i)	<u>8,489,566.33</u> <i>A.F.</i> <del>\$10,567,632.93</del>

TOTAL BASE BID SUMMARY AMOUNT SHOWN ABOVE SHALL EQUAL THE BASE BID SUM INDICATED ON PE-1 AND THE TOTAL BASE BID INDICATED ON PE-1i.

## SERVICES AND SYSTEM COMPONENTS - UNIT PRICES

In the event that, during the progress of the Work:

1. Conditions are encountered that could not be reasonably foreseen and are not due to the Contractor's negligence in fulfilling the requirements of the Contract Documents;
2. And/or changes are made by the direction of the Project Director in the amount of work to be executed as required by the Contract Documents;
3. And if such change constitutes a deviation from the services, materials, or quantities agreed upon for the Work, the Bidder proposes and agrees:
  - a. That if said changes involve additions to the Work, above and beyond that required by the Contract Documents, he/she will supply all materials, labor, and services to perform such additional Work and will accept remuneration for such materials, labor, and services in accordance with the following unit prices as bid.
  - b. That if said changes involve deductions from the Work for the specified unit prices, the Bidder agrees to make no claim against the Owner for damages; or for loss of anticipated profits on account of deductions occasioned by such changes; or by omission of any services for, or items of, the required work.
4. Unit prices shall include all Work complete, including overhead, profit, insurance, bond, taxes, all general and other expenses.
5. Unit prices shall be applicable during the entire Contract period, and shall be applicable without exception either as an add or a deduct.
6. Unit prices shall be guaranteed for a period of one year from the date of Final Completion.
7. Changes shall be duly authorized by the County and processed in accordance with the Contract Documents.
8. Unit prices shall be one of the components used to evaluate the total bid sum and its competitiveness. Where unit prices are determined to be unreasonable by the Director, said unit prices will be rejected. The Owner reserves the right to negotiate all unit prices.
9. Following is a listing of unit prices required. Bidder shall supplement the list as necessary to reflect any additional components of his/her system and services.
10. The bidder shall provide a breakdown of the Base Bid Sum into the categories noted below. The requirements of the Advertisement for Bids, the Instructions to Bidders, Conditions of the Contract, all Proposal and Miscellaneous Forms, Forms supplementary to Proposal, and Specifications and Drawings for the Work are hereby incorporated by reference into the following Unit Price Breakdown.
11. Items of Work quantities and their associated contract value, including Supplementary repairs are the property of the County.
12. Supplementary Repairs are described and identified in the proposal form and quantities, items, materials and equipment for Items of Work where deemed necessary for completion of the Work by the Architect and the County.
13. Use of the Supplementary Repairs is a dollar amount provided by the County in the Proposal to be used to pay for unforeseen conditions or expenses uncovered during the course of the project.
14. Use of the Supplementary Repairs Item of Work will only be permitted and paid for based upon agreed contract modifications (Supplementary Repairs Form, See Special Conditions, Exhibit H)

prepared in accordance with the contract document requirements and approved by the County Office of Capital Planning and Policy.

15. No Supplementary Repairs Item of Work shall be undertaken without prior written approval from the Architect and the County.
16. Any and all unused Item of Work Quantities and their associated value, including Supplementary repairs, shall remain the property of the County and will be directed from the Contract by written Change Order at the completion of the Work to final payment.

**SERVICES AND SYSTEM COMPONENTS - UNIT PRICES**

Countywide Exterior Wall Repair Project

PROJECT: Building Group 2; Bid Package C

DOCUMENT NO: 11-28-141

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	QTY.	COST PER UNIT	TOTAL
1.0	<b>East Building</b>					
1.1	Glass Pane replacement	Curtain wall glazing	SF	2,800	<del>68.77</del> 68.77	\$192,564.00
1.2	Remove and replace Silicone sealant at glazing	Curtain wall glazing	LF	48,500	<del>8.81</del> 8.81	427,420.50
1.3	Remove and replace Silicone sealant at perimeter of window frame	Curtain wall glazing	LF	27,330	<del>6.61</del> 6.61	180,640.37
1.4	Remove and replace red sealant at storefront	Curtain wall glazing	LF	60	<del>22.03</del> 22.03	1,321.92
1.5	Remove Corrosion from window frame bolt heads and provide sealant on all window hardware.	Curtain wall glazing	LF	27,330	<del>7.99</del> 7.99	218,273.78
1.6	Clean and remove corrosion. Coat existing steel panels with high performance coating.	Curtain wall steel panels	SF	136,750	<del>8.26</del> 8.26	1,129,828.50
1.7	Remove and replace red pigment urethane sealant	Curtain wall steel panels	LF	20,905	<del>8.81</del> 8.81	184,231.58
1.8	Remove existing red paint at vertical and horizontal joints, clean, prime and coat with high performance coating.	Curtain wall steel panels	SF	3,800	<del>6.61</del> 6.61	25,116.48
1.9	Epoxy based body filler by coating manufacturer where corrosion penetrates panel 1/8" min.	Curtain wall steel panels	SF	6,850	<del>5.34</del> 5.34	36,597.91
1.10	Remove exterior ASB soffit	Exterior Soffit	SF	10,000	<del>16.52</del> 16.52	165,240.00
1.11	Remove plaster soffit	Exterior Soffit	SF	5,000	<del>16.52</del> 16.52	82,620.00
1.12	Provide Insulated Metal Panels (does not include waste)	Exterior Soffit	SF	15,000	<del>30.81</del> 30.81	462,176.25
1.13	Remove and replace soffit lights	Exterior Soffit	EA	115	<del>137.30</del> 137.30	15,835.50
1.14	Remove and replace 6" concrete sidewalk	Exterior concrete	SF	1,250	<del>20.38</del> 20.38	25,474.50
1.15	Provide sloped polyurethane modified concrete coating	Elevated walkway	SF	2,750	<del>13.22</del> 13.22	36,352.80
1.16	Davit testing, design, repair and certification	Roof	EA	72	-	-
1.17	<u>Remove sealant &amp; membrane. Replace w/ new at re-entrant corner vertical reveals.</u>	<u>Curtain wall steel panels</u>	<u>LF</u>	<u>180</u>	<u>8.81</u> 8.81	<u>1,586.30</u>

2.0	<b>West Building</b>					
2.1	Concrete spall Repair	Concrete repair	SF	50	<del>125.00</del> 148.72	7,435.80
2.2	Clean, remove corrosion, prime and coat exterior guardrails 900 lvl & roof.	Metal railings at roof	EA	7	<del>7.50</del> 8.26	57.83
2.3	Repair exterior guardrail at 900 lvl & roof.	Metal railings at roof	LF	2,000	<del>25.00</del> 27.54	55,080.00
2.4	Glass pane replacement.	Curtain wall glazing	EA	<u>16</u>	<del>1,815.00</del> 2,054.48	32,871.74
2.5	White silicone sealant replacement at window frames.	Curtain wall glazing	LF	<u>35,760</u>	<del>6.00</del> 6.61	236,359.30
2.6	Red urethane sealant replacement at horizontal & vertical expansion joints & base.	Curtain wall glazing	LF	14,587	<del>10.00</del> 11.02	160,690.39
2.7	White silicone sealant replacement at door frames and louvers perimeters.	Curtain wall glazing	LF	3,641	<del>6.00</del> 6.61	24,065.55
2.8	White silicone sealant replacement at curtainwall corners, curtainwall expansion joints.	Curtain wall glazing	LF	2,710	<del>6.00</del> 6.61	17,912.02
2.9	White silicone sealant replacement at curtain wall head/ jamb.	Curtain wall glazing	LF	339	<del>6.00</del> 6.61	2,240.65
2.10	White silicone sealant replacement at curtain wall roof purlins.	Curtain wall glazing	LF	257	<del>6.00</del> 6.61	1,698.67
2.11	White silicone sealant replacement at curtain wall roof eave.	Curtain wall glazing	LF	119	<del>6.00</del> 6.61	786.54
2.12	Remove corrosion, repair, prime, coat with high performance coating at window mullions (white)	Curtain wall glazing	LF	10,400	<del>7.50</del> 8.26	85,924.08
2.13	Replace latch and door closers	Doors	EA	1	<del>404.05</del> 445.05	445.05
2.14	Paint door and frame with high performance coating.	Doors	EA	8	<del>400.00</del> 440.64	3,525.12
2.15	At steel panels; clean, remove corrosion, prime coat with high performance coating.	Plate steel wall panels	SF	97,970	<del>2.50</del> 8.26	809,428.14
2.16	Remove and replace red pigmented urethane sealant at vertical and horizontal expansion joints.	Plate steel wall panels	LF	13,250	<del>8.00</del> 8.81	116,769.60
2.17	White silicone sealant replacement at vertical reveal @ stairs and elevator towers (1/2" jt).	Plate steel wall panels	LF	5,120	<del>8.00</del> 8.81	45,121.54
2.18	White silicone sealant replacement at vertical reveals @ stair corners (1 1/8" jt).	Plate steel wall panels	LF	604	<del>8.00</del> 8.81	5,322.93
2.19	White silicone sealant replacement at elevator tower corners.	Plate steel wall panels	LF	731	<del>8.00</del> 8.81	6,442.16
2.20	White silicone sealant replacement btwn building and elevator tower.	Plate steel wall panels	LF	441	<del>8.00</del> 8.81	3,886.44
2.21	Epoxy based body filler by coating	Plate steel	SF	250	<del>5.00</del> 5.51	1,377.00

*Handwritten notes and initials:*  
 2.1 *OK*  
 2.2 *OK*  
 2.3 *OK*  
 2.4 *OK*  
 2.5 *OK*  
 2.6 *OK*  
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 2.14 *OK*  
 2.15 *OK*  
 2.16 *OK*  
 2.17 *OK*  
 2.18 *OK*  
 2.19 *OK*  
 2.20 *OK*  
 2.21 *OK*



3.17	Repaint 2" reveal (except @ columns 9 & 10)	Concrete Repair	LF	ALL	6.61 <del>6.00</del>	52,876.50	AK
3.18	Remove existing concrete curb on garage side of elevator tower and replace with ADA compliant concrete curb floors 2-6.	Concrete Repair	SF	775	55.08 <del>50.00</del>	42,687.00	AK
3.19	Repair cracked and spalled concrete stair treads	Concrete Repair	SF	504	55.08 <del>50.00</del>	27,760.32	AK
3.20	Remove corrosion/ prime & paint steel gates	Steel Repair	EA	5	<del>985.00</del> 864.76	4,323.74	AK
3.21	Remove corrosion/ prime & paint steel security grilles	Steel Repair	EA	42	<del>2,800.00</del> 2,809.08	117,981.36	AK
3.22	Loose steel bolt repair/ tighten nuts.	Steel Repair	EA	355	8.00 8.81	3,128.54	AK
3.23	Stair landing; clean precast, remove corrosion on steel, prime and paint	Steel Repair	LF	119	16.52 15.00	1,966.36	AK
3.24	Stair Landing; replace plaster soffit 24 sf (6'x4') and clean precast connecting to soffit.	Steel Repair	SF	624	4.41 4.00	2,749.59	AK
3.25	Stair Landing to precast replace steel angles & embeds	Steel Repair	LF	234	8.81 8.00	2,062.20	AK
3.26	Repaint precast column to precast panel steel connections remove corrosion, prime & paint washers, bolts and plates.	Steel Repair	EA	2,160	8.26 7.50	17,845.92	AK
3.27	Replace damaged stair nosings	Steel Repair	EA	609	<del>45.00</del> 49.57	30,189.35	AK
3.28	Remove corrosion, prime and paint steel hand and guardrails at stair towers	Steel Repair	LF	5,300	7.50 8.26	43,788.60	AK
3.29	Remove corrosion, prime and paint steel hand and guardrails at elevator tower	Steel Repair	LF	770	7.50 8.26	6,361.74	AK
3.30	Insulated glass block replacement	Glass Block Masonry	SF	14,694	86.74 78.44	1,274,557.32	AK
3.31	Glass Pane replacement	Curtain wall	EA	16	<del>2,054.48</del> 1,865.00	32,871.74	AK
3.33	Sealant replacement at window frame perimeter 1/2" jt (white)	Curtain wall	LF	16,003	8.81 8.00	141,031.24	AK
3.34	Sealant replacement at base horizontal reveal 2" jt (red)	Curtain wall	LF	448	8.81 8.00	2,948.31	AK
3.35	Sealant replacement at door openings 1/2" jt (white) - west stair	Curtain wall	LF	1,747	8.81 8.00	15,395.96	AK
3.36	Sealant replacement at louvers perimeter 1/4" jt (white)	Curtain wall	LF	926	8.81 8.00	8,160.65	AK
3.37	Provide sealant at ext corners of the stair towers two 1/2" fillets and one 1" jt @ o.c. (white)	Curtain wall	LF	2,935	9.91 9.00	29,098.76	AK
3.38	Remove corrosion/ prime & paint at window horizontal mullions (white)	Curtain wall	LF	8,383	7.16 6.50	60,025.63	AK
3.39	Remove corrosion/ prime & paint steel frame @ interior & exterior walls/ columns and components.	Curtain wall	LF	16,003	7.71 7.00	123,402.33	AK

3.40	Remove corrosion / prime & paint steel brackets (white)	Curtain wall	EA	74	<del>200.00</del> 220.32	16,303.68	AA
3.41	Provide new expansion jt btw stairs/ elevator towers and garage at each floor	Curtain wall	LF	1,054	<del>10.00</del> 11.02	11,610.80	AA
3.42	Remove corrosion all surfaces of louvers, clean, prime & paint.	Curtain wall	EA	16	<del>800.00</del> 881.28	14,100.48	AA
3.43	Sealant replacement at interior corners on steel frame of stair/ elevator towers.	Curtain wall	LF	694	<del>8.00</del> 8.81	6,116.08	AA
3.44	Install internal gutter system.	Curtain wall	LF	188	<del>36.00</del> 40.55	7,623.38	AA
3.45	Door/ frame/ hardware/ transom replacement - east, west & light court stairs	Doors	EA	31	<del>760.00</del> 837.27	25,953.70	AA
3.46	Repair cracked terrazzo floors in elevator lobby	Terrazzo floors	EA	15	<del>25.00</del> 27.54	413.10	AA
3.47	Existing terrazzo floors in elevator lobby to be cleaned, filled & ground to match.	Terrazzo floors	SF	1,284	<del>6.00</del> 6.61	8,486.73	AA
4.0	<b>Allowances</b>						
4.1	Lump-sum Supplementary Repairs Allowance		LS			275,000	
4.2	Traffic control Allowance		LS			25,000	
4.3	Davit report & repair at East & West buildings Allowance		LS			285,000	

TOTAL BASE BID (Include as Item II on PE-1b):

8,489,566.43  
\$10,567,632.93

ABBREVIATIONS:	LP = Lineal Feet EA = Each	SF = Square Feet LS = Lump Sum
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- NOTES:
- Supplementary Repairs is defined as Item of Work quantities in excess of the quantities noted above for items of Work deemed necessary for completion of the Work by the Architect and the County. See Special Conditions SC-17 for additional information.
  - Notwithstanding quantities given above and in the documents, it is the General Contractor's responsibility to field verify all sizes, dimensions and quantities used to compile a Bid for the Work and to perform the Work.
  - Traffic Control Allowance shall be used for the purposes of providing temporary traffic control signage and flagmen at The Cook County Juvenile Detention Center Parking Facility when such measures are deemed necessary by the County and the Center.

**Clarifications and Qualifications**

**Juvenile Temporary Detention Center**

**Exclusions:**

1. Madison Construction has assumed that all Davit testing, design, repair or replacement costs are included in the allowance per line item 4.3 on the unit price list.
2. Madison Construction's bid is based on the quantities provided on the unit price list from addendum number 1.

## PROPOSAL AGREEMENTS

### BID

The undersigned agrees that the bid of one percent (1%) of the Bid is enclosed herewith.

### PERFORMANCE AND PAYMENT BONDS

The undersigned agrees to furnish a Performance and Payment Bond as specified.

### EXAMINATION

The undersigned declares that he has carefully examined the Contract Documents and also the site of the proposed Work and that he fully understands the detailed requirements of construction and all local conditions affecting the Contract.

### PERFORMANCE

The undersigned agrees to furnish all labor, materials and equipment necessary to complete the work described in, incidental to and in accordance with the Contract Documents for the amount of the Bid herein submitted.

### ACCEPTANCE OF PROPOSAL

The undersigned agrees that failure to submit all required documents, bonds, certificates within the time provided shall automatically terminate the Contractor's rights to this Contract, and shall bar the undersigned from future consideration on County contracts. The undersigned further agrees that the Cook County Board of Commissioners have the right to reject any and all proposals and to determine qualification of bidders.

### CONTRACT DOCUMENTS

The undersigned agrees that the Contract Document shall include: invitation for bids and/or advertisement for bids, Contractor's proposal/bids, Owner's acceptance, Vendor's Certifications, certificate of pre-bid field inspection, Contractor's certificate concerning labor standards and prevailing wage requirements, minority and female participation, performance bond, proposal acceptance, general conditions, special conditions, general requirements, specifications, addenda, general and detailed plans and drawings, and any written agreements required to complete the Work. The undersigned further agrees that the above documents shall be considered one integrated document setting forth the obligations of the parties, including the performance of the Work, the furnishing of labor and materials and the basis of payment.

PRE-BID FIELD INSPECTION

INSPECTION DATE 11/14/2011

This is to certify that I have this date conducted a field/site inspection as required by the Contract/Bid Document.

I have contacted the person named in the Contract or their assignee and am satisfied with the conditions as specified.

Any unforeseen condition not specified in the Contract and as found by my field/site inspection are shown on the back of this form and/or attached sheets.

Jon Shembuck  
NAME

Jon Shembuck  
SIGNATURE

Estimator  
OFFICIAL CAPACITY

Madison Construction  
COMPANY NAME

708-535-7716 (708) Rob Farine  
359 0365  
TELEPHONE NUMBER

NOTE: This form must be filled in completely and returned with Bid or the Bid may be rejected.

INSPECTION CONFIRMED BY:

C/Rob Farine  
11/14/11  
DATE

CONTRACTOR'S  
CERTIFICATE CONCERNING LABOR STANDARDS  
AND PREVAILING WAGE REQUIREMENTS

Recipient:

County of Cook  
118 N. Clark Street  
Chicago, IL 60602

Date: 11/30/2011

Project Number: 11-28-141

Project Name: Countywide Exterior

Wall Renovation Project

1. The undersigned, having executed a Contract with the County of Cook for the construction of the above-identified project, acknowledges that:
  - (a) The Labor Standard provisions are included in the aforesaid Contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
  - (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.

4. He certifies that

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

\_\_\_\_ Sole Proprietorship  
\_\_\_\_ Partnership  
 Corporation  
\_\_\_\_ Other Organization (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Rob Ferrino	President	15657 S 70th Court
Harry Walder	Executive Vice President	15657 S 70th Court
Fred Gonzales	Vice President	15657 S 70th Court

(d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
None		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

CONTRACTOR: M. B. Dixon Construction Company

SIGNATURE: [Signature]

DATE: 11/30/2011

SURETY'S STATEMENT  
Of  
QUALIFICATION FOR BONDING

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

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

The undersigned confirms that Travelers Casualty and Surety Company of America  
(SURETY COMPANY)

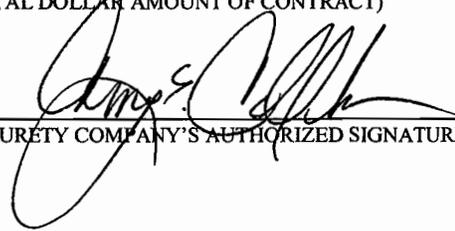
would execute a Performance/Payment Bond in favor of the County of

Cook for the full amount of the bid/contract 11-28-141  
(NUMBER)

to Madison Construction Company  
(BIDDER)

The penalty of this bond is to be \$100% of the Contract Amount  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

  
\_\_\_\_\_  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

SEAL

Amy E. Callahan  
(ATTORNEY-IN-FACT)

003609  
AMB #

31194  
NAIC #



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 223615

Certificate No. 004508222

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

Amy E. Callahan, Peter S. Forker of Arlington Heights, Illinois, Becky A. Heaston, and Bradley S. Babcock

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of September, 2011

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 7th day of September, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30<sup>th</sup> day of November, 20 11.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

MBE/WBE Utilization Plan

Have the MBE and WBE Project Specific Goals been met as stated in the bid documents?  
 Yes  No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve MBE or WBE participation for each Goal not met.

A proposed MBE or WBE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Procedure. The Letter of Certification must be attached to the bid.

Disclosure of MBE and WBE Participation  
(Please duplicate as needed)

Name of MBE/WBE Subcontractor/Supplier: Galaxy Environmental, Inc  
Contact Person: George Salinas Title: President  
Address: 4242 N Cicero Ave, Chicago, IL 60641  
E mail: galaxyenviro@aol.com Telephone No: 773.427.2980  
Amount of Subcontract \$ 2,537,000.00  
Percentage of the total base bid: 24 %  
Description of the work: Demolition, Concrete, Painting, Abatement

Name of MBE/WBE Subcontractor/Supplier: C+G Supply Co.  
Contact Person: Nia Green Title: President  
Address: 505 W. Taft Drive, South Holland, IL 60473  
E mail: cgsupply@yahoo.com Telephone No: 708.825.9770  
Amount of Subcontract \$ 1,057,000.00  
Percentage of the total base bid: 10 %  
Description of the work: Coatings/Paint Supply

Disclosure of Other Non-Certified Subcontractors/Suppliers  
(Please duplicate as needed)

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

### MBE/WBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific MBE or WBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain MBE or WBE participation in addition to the items listed below, attach a detailed written explanation.

#### CHECKED BY BIDDER IF COMPLETED

- \_\_\_\_\_ Identified portions of the project work capable of performance by available MBEs and WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Bidder could perform those scopes with its own forces.
- \_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) MBEs and WBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- \_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.
- \_\_\_\_\_ Negotiated in good faith with interested MBEs and WBEs that submitted bids and thoroughly investigated their capabilities.
- \_\_\_\_\_ Made efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- \_\_\_\_\_ Utilized resources available to identify available MBEs and WBEs, including but not limited to, the Cook County Office of Contract Compliance, MBE and WBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

**Good Faith Efforts Contacts Log for Soliciting  
MBE/WBE Subcontractor or Supplier Participation  
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

COOK COUNTY, ILLINOIS  
LETTER OF INTENT BETWEEN PRIME CONTRACTOR  
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

Contract Title: Countywide Exterior Wall Renovation Contract Number: 11-28-141

Prime proposer: Madison Construction Company

Address: 15657 S 70th Court, Orland Park, IL 60462

Telephone: (708) 535-7716 Fax: (708) 535-7791 e mail: Rob.Ferrino@madisonconstruction.com

Proposed contract amount \$: ~~10,567,638.93~~ \$8,489,566.43

Proposed subcontract amount \$: 2,537,000.00

Type of agreement  lump sum  hourly rate  unit price

MBE/WBE subcontractor or supplier: Galaxy Environmental, Inc

Address: 4242 N. Cicerone Ave, Chicago, IL 60641

Telephone: 773.471.2980 Fax: 773.471.2982 e mail: galaxyenviro@aol.com

Work to be performed by MBE/WBE:

Demolition, Concrete, Painting

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime proposer:

Madison Construction Company  
Name of Firm

[Signature]  
By: Signature

Rob Ferrino  
Print Name

President  
Title

11/30/2011  
Date

MBE/WBE

Galaxy Environmental, Inc  
Name of Firm

[Signature]  
By: Signature

George H. Sallas  
Print Name

President  
Title

11/29/2011  
Date

STATE OF Illinois

COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me

on the 30 day of November, 2011

Jennifer Poull  
Notary Public

Jennifer Poull  
Printed Name of Notary

STATE OF ILLINOIS

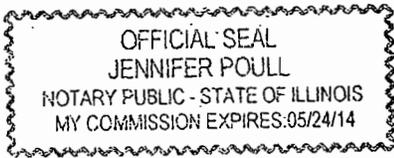
COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me

on the 29 day of November, 2011

Wendy Arroyo  
Notary Public

Wendy Arroyo  
Printed Name of Notary





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

July 26, 2011

George Salinas  
Galaxy Environmental, Inc.  
4242 N. Cicero  
Chicago, IL 60641

**Annual Certificate Expires: January 1, 2012**

Dear George Salinas:

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

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **January 1, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

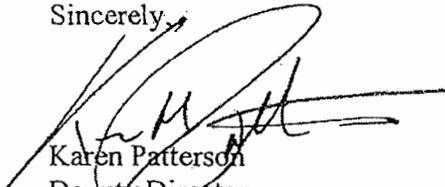
Business Enterprises in the specialty area(s) of:

**LEAD AND ASBESTOS INSPECTION AND ABATEMENT SERVICES;  
DEMOLITION SERVICES; MOLD CLEAN-UP SERVICES; TRUCKING  
SERVICE; CARPENTRY AND PAINTING SERVICES; GENERAL  
CONTRACTOR; SUPPLIER OF ENVIRONMENTAL/INDUSTRIAL SUPPLIES**

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

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

Sincerely,



Karen Patterson  
Deputy Director

---

333 S. State St., Suite 540, Chicago, IL 60604 • (312) 747-7778

[www.cityofchicago.org/compliance](http://www.cityofchicago.org/compliance)

COOK COUNTY, ILLINOIS  
LETTER OF INTENT BETWEEN PRIME CONTRACTOR  
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

Countywide Exterior

Contract Title: Wall Renovation Contract Number: 11-28-141

Prime proposer: Madison Construction Company

Address: 15657 S 76th Court, Orland Park, IL 60462

Telephone: (708) 535-7716 Fax: (708) 535-7791 e-mail: rob.ferrino@madisonconstruction.com

Proposed contract amount \$: 10,567,632.9348, 489,566.43

Proposed subcontract amount \$: 1,057,000.00

Type of agreement:  lump sum  hourly rate  unit price

MBE/WBE subcontractor or supplier: C&A Construction Supply Co

Address: 505 W. Taft Dr. South Holland IL 60473

Telephone: 708 869770 Fax: 708 8651654 e-mail: cysupply@yasho.com

Work to be performed by MBE/WBE:

Coating/Paint Supplier

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime proposer:  
Madison Construction Company  
Name of Firm

MBE/WBE:  
C&A Construction Supply Co.  
Name of Firm

By: [Signature]  
Signature

By: [Signature]  
Signature

Rob Ferrino  
Print Name

Nia Green  
Print Name

President  
Title

President  
Title

11/30/2011  
Date

11/29/11  
Date

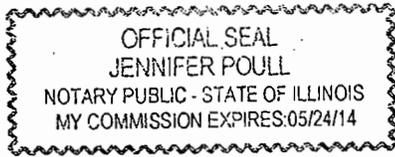
STATE OF ILLINOIS

COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me  
on the 30 day of November, 2011

*Jennifer Poull*  
Notary Public

Jennifer Poull  
Printed Name of Notary



STATE OF ILLINOIS

COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me  
on the 29 day of November, 2011

*Jennifer Poull*  
Notary Public

Jennifer Poull  
Printed Name of Notary





CITY OF CHICAGO  
**OFFICE OF COMPLIANCE**

---

June 8, 2011

Nia Green  
C & G Construction Supply Co. Inc.  
505 W. Taft Dr.  
South Holland, IL 60473

**Annual Certificate Expires: June 15, 2012**

Dear Nia Green:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **June 15, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **June 15, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

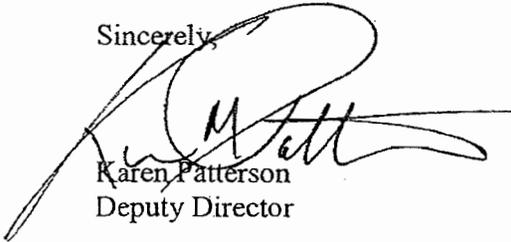
Business Enterprises in the specialty area(s) of:

**LUMBER, PLYWOOD, MILLWORK, AND WOOD PANEL MERCHANT  
WHOLESALEERS BRICK, STONE, AND RELATED CONSTRUCTION,  
MATERIAL MERCHANT WHOLESALEERS, ROOFING, SIDING, AND  
INSULATION MATERIAL MERCHANT WHOLESALEERS, OTHER  
CONSTRUCTION, MATERIAL MERCHANT WHOLESALEERS, ELECTRICAL  
APPARATUS AND EQUIPMENT, WIRING SUPPLIES, AND RELATED  
EQUIPMENT MERCHANT WHOLESALEERS, HARDWARE (EXCEPT MOTOR  
VEHICLE) MERCHANT WHOLESALEERS, PLUMBING, HEATING EQUIPMENT  
AND SUPPLIES  
PAINT STORES, WALLPAPER AND WALL COVERINGS STORES, OTHER  
BUILDING MATERIAL DEALERS**

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

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

Sincerely,



Karen Patterson  
Deputy Director

CERTIFICATIONS  
(SECTION 4)

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

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

**B. BID-RIGGING OR BID ROTATING**

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

REQUIRED DISCLOSURES  
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	

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

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

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

Yes:  No:

b) If yes, list business address(es) within Cook County:

15657 S 70th Court  
Orland Park, IL 60462

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

Yes:  No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

Applicant has no "Substantial Owner."

OR

The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): \_\_\_\_\_

\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

\_\_\_\_\_  
\_\_\_\_\_

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: [X] Original Statement or [ ] Amended Statement

Identifying Information:

Name: Madison Construction Company D/B/A: N/A EIN NO.: 37-1432550

Street Address: 15657 S 70th Court

City: Orland Park State: IL Zip Code: 60462

Phone No: (708) 535-7716

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
Rob Ferrino	15657 S 70th Court, Orland Park, IL 60462	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
-----------------------	-------------------	---------------------

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

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

**Declaration (check the applicable box):**

- [x] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [x] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

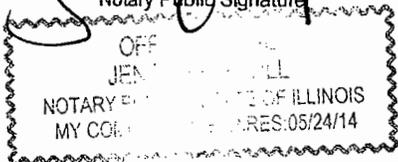
Rob Ferrino Name of Authorized Applicant/Holder Representative (print or type)      President Title  
[Signature] Signature      11/30/2011 Date  
rob.ferrino@madisonconstruction.net E-mail address      (708) 535-7716 Phone Number

Subscribed to and sworn before me this 30 day of 11, 2011

My commission expires:

x Jennifer Paul  
Notary Public Signature

5/24/2014  
Notary Seal



PE-7g

PW8.11



**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304  
312/603-9988 FAX 312/603-1011 TT/TDD

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

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

**DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: \_\_\_\_\_ Title: \_\_\_\_\_

Business Entity Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Entity Address: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Owner/Employee's Signature

\_\_\_\_\_  
Date

Subscribe and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_

a Notary Public in and for \_\_\_\_\_ County

\_\_\_\_\_  
(Signature)

NOTARY PUBLIC  
SEAL

My Commission expires \_\_\_\_\_

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

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

PE-7i

PW8.11

SIGNATURE BY A SOLE PROPRIETOR  
(SECTION 6)

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

SOLE PROPRIETOR'S SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

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

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

My commission expires:

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

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

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

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

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

Subscribed to and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires:

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

SIGNATURE BY A CORPORATION  
(SECTION 8)

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

BUSINESS NAME: Madison Construction Company

BUSINESS ADDRESS: 15657 S 70th Court  
Orland Park, IL 60402

BUSINESS TELEPHONE: (708) 535-7716 FAX NUMBER: (708) 535-7791

CONTACT PERSON: Rob Ferrino

FEIN: 37-1432550 \*IL CORPORATE FILE NUMBER: 62249064

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Rob Ferrino

VICE PRESIDENT: Harry L. Walder, Jr.

SECRETARY: Fred Gonzalez

TREASURER: Fred Gonzalez

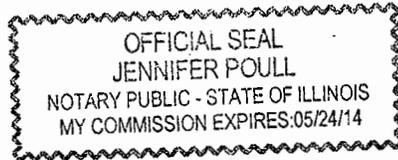
\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

30th day of November 2011.

X Jennifer Poell  
Notary Public Signature



My commission expires:

5/24/2014  
Notary Seal

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

\*\* In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*Joni Proctor*

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de la Cruz*

COOK COUNTY PURCHASING AGENT

*John R. ...*

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 13<sup>th</sup> DAY OF March, 20 12.

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

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

11-28-141

OR

ITEM(S), SECTION(S), PART(S):

TOTAL AMOUNT OF CONTRACT: \$

8,489,566.<sup>43</sup>

(DOLLARS AND CENTS)

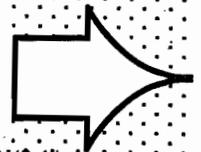
FUND CHARGEABLE:

APPROVED AS TO FORM:

*[Signature]*  
ASSISTANT STATE'S ATTORNEY

PE-11

**SIGN  
HERE**



PW8-11

THE BOARD OF COMMISSIONERS

TONI PRECKWINKLE  
PRESIDENT

EARLEAN COLLINS	1st Dist.	BRIDGET GAINER	10th Dist.
ROBERT STEELE	2nd Dist.	JOHN P. DALEY	11th Dist.
JERRY BUTLER	3rd Dist.	JOHN A. FRITCHEY	12th Dist.
WILLIAM M. BEAVERS	4th Dist.	LAWRENCE SUFFREDIN	13th Dist.
DEBORAH SIMS	5th Dist.	GREGG GOSLIN	14th Dist.
JOAN P. MURPHY	6th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
JESUS G. GARCIA	7th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
EDWIN REYES	8th Dist.	ELIZABETH ANN DOODY GORMAN	17th Dist.
PETER N. SILVESTRI	9th Dist.		



BUREAU OF ECONOMIC DEVELOPMENT  
MARIA SALDAÑA, BUREAU CHIEF

OFFICE OF CAPITAL PLANNING & POLICY  
George W. Dunne Cook County Office Building  
69 W. Washington, Suite 3000  
Chicago, Illinois 60602-4053  
TEL: 312-603-0300  
FAX: 312-603-9997

ADDENDUM NO. 1

COUNTYWIDE EXTERIOR WALL RENOVATION PROJECT  
BUILDING GROUP 2 BID PACKAGE C

CONTRACT # 11-28-141

OFFICE OF CAPITAL PLANNING & POLICY

TO: Bidders of Record

DATE: 11-22-11

1.1 SUMMARY- GENERAL

- A. **General:** This Addendum revises the Bid Documents. This Addendum is issued to the Bidders of Record prior to the execution of the Contract, forms a part of the Contract Documents and modifies previously issued Documents insofar as previously issued Contract Documents are inconsistent with modifications indicated by this Addendum. Modifications indicated by this Addendum shall govern. Where any parts of the Contract Documents are modified by this Addendum, unaltered provisions shall remain in effect.
- B. **Bid Form:** Acknowledge receipt of this Addendum in space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.
- C. **Arrangement:** This Addendum is arranged in the same sequence as the Specifications and Drawings. Modifications to the Contract Documents are cross-referenced to respective Contract Documents group and thereafter to the Specification section and page; as applicable, unless otherwise indicated.

Text deleted from the Project Manual by this Addendum is indicated by overstrike. Example: ~~Overstrike~~. Lines in which text has been modified or added by this Addendum are indicated by a underline and bold. Example: **Underline and bold.**

- D. **Attachments:** This Addendum includes attachments as described in the Addendum. Only electronic copies in PDF format will be provided of the attachments. Check receipt of attachments issued with this Addendum.
- E. **Filing:** insert attachments in their respective Contract Documents in correct sequence and location. Revise Specification contents and Drawing list to reflect modifications of the Addendum as applicable.

1.2 SUMMARY - CHANGES AND/OR MODIFICATIONS TO SPECIFICATIONS VOLUME 1

- A. As specified on page LN-1, sealed bid will be received in a bid box located outside of Room 1018 (County Building, 118 N. Clark Street), Office of the Chief Procurement Officer. The bid will be open in Room 1018.
- B. Revise sheet PE-1 "Bid Due Date" to read:  
Bids are to be received no later than 10:00 AM on Wednesday, 11/30/2011 in the box in the County of Cook Board Room, Fifth Floor, Room 569 **Room 1018**, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

- C. GC-17 Changes And Modifications (Page GC-12) revise to read "No such changes which individually or cumulatively result in additional cost of ~~\$1,000.00 or greater~~ **greater than 10% of the bid price** or which extend the term of the contract by ~~thirty (30) days or more~~ **more than 1 year** shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Changes which increase cost by less than ~~\$1,000.00~~ **10% of the bid price and extend the contract up to one year** may only be made with the advance approval of the Purchasing Agent.
- D. Add attached "Performance and Payment Bond Form" to tabbed section Miscellaneous Forms (MF-2).
- E. Replace "Services and System Components – Unit Price" pages PE-1e, PE-1f, PE-1g, PE-1h and PE-1i with attached "Services and System Components – Unit Price" pages PE-1e, PE-1f, PE-1g, PE-1h and PE-1i.

**1.3 SUMMARY - CHANGES AND/OR MODIFICATIONS TO SPECIFICATIONS VOLUME 2**

- A. Delete Table of Contents. Replace with attached Table of Contents.
- B. Add attached Specification Section 01 7600 "Substantial Completion, Punchlists, Final Completion".
- C. Add attached "Appendix A-1 Environmental Scope Sheets" to Specification Section 02 2133 "Lead Based Paint Mitigation".
- D. Revise Specification "Polymer Modified Mortar and Concrete Repair" Part 3 item 3.2 Installation; Add the following:

**C. Elevated Walkway Exterior Exposure: (Opaque Finish) 3/16 inch Polyurethane Modified Concrete topping.**  
**System Type: Polyurethane Modified Concrete topping applied over Engineered Cement Underlayment\*.**

**\*Underlayment to be manufactured by: Ardex (ERM Exterior Ramp Mortar) or equal as manufactured by Mapei Americas. In order to achieve positive drainage to the existing floor drains, the underlayment needs to be installed at a slope of 1/8" per lineal foot.**

**Surface Preparation of Underlayment to receive Polyurethane Modified Concrete topping: Allow new concrete to cure a minimum of 14 days. Abrasive blast or mechanically abrade to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide surface profile (Reference SSPC-SP13/NACE 6, ICRI CSP5-9).**

**Body Coat: Series 245 Ultra Tread S\*\*, slurry applied. DFT 3/16 inch.**

**\*\*For anti-slip finish, purchase clean, dry 16/30 mesh silica sand and broadcast to refusal into Series 245 while wet.**

**Lock-In / Grout Coat: After broadcasting aggregate, apply Series 280 Tneme-Glaze. Applied at 100 to 125 sq. ft./gallon. Color to be determined by owner/architect.**

**Finish Coat: Series 248 Everthane. Applied at 425 to 450 sq. ft./gallon. Color to be determined by owner/architect.**

**Total DFT: 3/16-inch system.**

**Finish Color: As selected by Architect from manufacturer's standard colors. As**

indicated on the drawings.

Note: Large voids, bugholes and other cavities should be filled with recommended Tnemec filler or surfacer.

All termination points, including perimeters, edges, drains, etc., will require saw cuts to provide keyway anchors.

Refer to Tnemec's Surface Preparation & Application Guide for Polyurethane Modified Concrete and StrataShield Standard Detail Drawings for guidance regarding the treatment of terminations, control joints, and expansion joints.

- E. Revise Specification Section 04 2300 "Glass Unit Masonry";
1. Part 2-Products 2.1.A.5 Square-Block Size; delete 5-3/4 inches (146 mm) square by 3-7/8 inches (98 mm) thick and add 8"x8"x4".
  2. Part 2-Products 2.1.A; add item 6. Fire Rating: 90 minutes
- F. Add attached Specification Section 09 0123 "Portland Cement Plaster Restoration".
- G. Specification Section 09 9100 "Painting" Part 3 item 3.9.A.2.a Portland Cement Plaster; revise to read Interior/Exterior Walls/Soffits.
- H. Specification Section 09 9600 "High Performance Coatings" Part 1 item 1.4.C Warranty; Delete "Submit manufacture's standard 15 year color and 15 year gloss warranty" and replace with the following:

Warranty Coverage

Warranty covers all components of the coating to including product, installation, and application. Items such as definable color change, gloss loss, chalking of the film, checking, cracking, blistering, and delamination. Change color in excess of 5 DE Hunter units as determined in accordance with ASTM D 2244 by comparing the affected exposed coating cleaned with water and a soft cloth with unexposed Original project color standards to be maintained by Coating Representative and Owner. Exhibit loss of gloss in excess of 24 units as measured by a gloss meter in accordance with ASTM D523-89 with 60 degree geometry. Chalk in excess of a rating of 8 as measured in accordance with ASTM D4214 Method A. Failure due to improper or incomplete surface preparation, corrosion or corrosion residue on the substrate, inadequate or excessive film thickness, or defects due to inadequate repair to the surface is unacceptable and the repair is the responsibility of the Contractor

Length of coverage

Warranty coverage (product, installation, and application ) shall be effective for a period of FIFTEEN YEARS (15) beginning on the final completion date as identified in the Contract Documents.

Conditions

Coverage under this warranty is contingent upon formal Owner acceptance by signature on an advance draft of the warranty prior to commencement of painting. The coatings applicator shall be experienced (10 years minimum) in the application of high performance coatings and whose qualifications shall be acceptable to the manufacturer and the Owner / Architect per the contract documents. The high performance coating representative is required to be on site to observe any and all aspects of the surface preparation and coatings application work at any and all times. Written acceptance of the surface preparation is required by the high performance coating representative, applicator, and general contractor at the time of acceptance of the mock up panels.

- I. Specification Section 09 9600 "High Performance Coatings" Part 3 item 3.9.A.i Filler; Delete

"Tnemec Series 63-1500 Modified Amine Epoxy" and replace with **Tnemec Series 215 Surfacing Epoxy. A Series 215.**

- J. Delete Specification Section 09 9656 "Epoxy Coatings". For exterior ground coatings and work at "Judges Walkway", refer to Section 03 3350 "Polymer Modified Mortar and Concrete Repair."

#### 1.4 SUMMARY - CHANGES AND/OR MODIFICATIONS TO DRAWINGS

- A. Sheet A1-2 details 2/A1-2, 3/A1-2 and 4/A1-2 add typical notes;
1. Saw cut existing concrete at edge of building curb and at existing frost wall.
  2. Provide #4 bars @ 12"o.c. x 1'-0" epoxy dowels; 6" embed @ building typical.
- B. Sheet A4-5E, revise detail 3/A4-5E. See attached sketch ASK-001.
- C. Sheet A5-2E, revise detail 1/A5-2E; delete call out tag 3/A5-2E and replace with call out tag 6/A5-2E.
- D. Sheets A2-1E and A2-1W General Note # 7 add the following contact information:
- Universal Construction Testing LTD; **Malcolm K. Lim 847-459-9090**
  - CTL Group; **Frank Laux 847-972-3088**
  - Wiss, Jenny, Elstner Associates, Inc.; **Dirk Heidbrink 847.753.6569**
- E. Delete Sheet A1-3W "West Building Repair Quantity Table" and replace with attached A1-3W- "West Building Repair Quantity Table". Revise all subsequent West Building Repair Work Item Quantities to reflect A1-3W.
- F. Delete Sheet A4-2W "South Elevation". Replace with attached Sheet A4-2W "South Elevation".
- G. Sheet A5-1W revise detail 3/A5-1W; delete tag 4.8 and replace with tag 4.3.
- H. Sheet A5-2W revise details 1/A5-2W and 4/A5-2W; At note "white paint on existing cement plaster soffit" delete tag 10.1 and replace with tag 11.1.
- I. Sheet A5-3W revise details 3/A5-3W and 7/A5-3W; At Expansion Joint Sealant tag 4.8 delete red and replace with white.
- J. Sheet G1-2G revise Table of Repair Quantities Tag 4.1 "Glass Pane Replacement"; delete all quantities and replace "Total Quantities" with 16.
- K. Sheet A5-1G revise details 9/A5-1G, 10/A5-1G, 12/A5-1G; Delete "6" square fire-rated glass block" and replace with "8" square 90 minute fire-rated glass block".

#### 1.5 BELOW ARE ANSWERS TO POTENTIAL BIDDERS QUESTIONS

- A. **QUESTION: What are the Detentions rules when it comes down to scaffolding?**

ANSWER: This is a High Security Facility. Maintaining a secure work environment is the responsibility of the General Contractor. Please refer to Specification sections 01 1300 "Work at County Facilities-Scheduling and Coordination" and 01 5000 "Temporary Facilities and Controls" and the Special Conditions for work performed at the Juvenile Temporary Detention Center. At the end of the day, the owner recommends that the scaffold be tied off back to the roof in the courtyard and lowered to the second floor on the exterior façade to reduce vandalism.

- B. **QUESTION: Is the contractor allowed to block sidewalks while performing this exterior work?**

ANSWER: The Contractor shall obtain a City of Chicago Permit to close the sidewalk. If permitted by the City of Chicago, the Contractor must comply with associated requirements and provide all required signage and proper notification of alternate routes.

**C. QUESTION: Abatement: Does this work need to take place after hours?**

ANSWER: Please refer to Project Manual sections 02 2132 "Asbestos Abatement for Exteriors" and 02 2133 "Lead-Based Paint Mitigation/Abatement for specific EPA requirements and testing. The facility must remain operational during construction and supersedes all construction work. If EPA air standards or OSHA work standards can not be maintained, work may continue after hours. This will be coordinated during the weekly Construction Meetings and Contractor Schedule updates.

**D. QUESTION: How much notification or to what extent does the contract need in order to coordinate the transporting of materials?**

ANSWER: Please refer to Specification sections 01 1300 "Work at County Facilities-Scheduling and Coordination" and 01 5000 "Temporary Facilities and Controls" and the Special Conditions for work performed at the Juvenile Temporary Detention Center (JTDC). At a minimum, the contractor is to provide 48-72 hours notice to building owner to transport supplies to the JTDC.

**E. QUESTION: Is the contractor allowed to keep a connex box on-site for tool storage?**

ANSWER: Yes limited space will be provided at the loading dock. Please refer to Specification sections 01 1300 "Work at County Facilities-Scheduling and Coordination" and 01 5000 "Temporary Facilities and Controls" and the Special Conditions for work performed at the Juvenile Temporary Detention Center (JTDC).

**F. QUESTION: The South-West Roofing work: TO what extent do the windows in the atrium need to be cleaned?**

ANSWER: All windows are to be cleaned. All glazing on the building is to be cleaned. All painted and non-painted metal surfaces, including at window mullions, are to be cleaned. Refer to Specification Section 09 9600 "High Performance Coatings" for requirements.

**G. QUESTION: Will there be another opportunity to schedule a walk-through of the facility?**

ANSWER: Time does not allow for a second walk through of the facility and a second Addendum. This is a public facility and access to the exterior of the East and West Buildings and Parking Facility is not restricted. However, coordination with building security is recommended for exterior observation since the Sherriff may ask you to leave.

**H. QUESTION: The areas located in between buildings seem to be in out of the way locations. What kind of coordination is needed in order to complete the work in between building? Ex. The kids play area.**

ANSWER: All areas of work will be made accessible. Any restrictions will be reviewed and coordinated between the Owner and Contractor at weekly construction meetings and reflected in the Contractors updated schedule.

**I. QUESTION: Does the courtyard need to get done after hours?**

ANSWER: The juveniles are in school daily from 8:00 am to 3:00 pm. The courtyards must be available to them when not in school. Precautions should be made to limit vandalism while scaffolding is not in use. Refer to answer to question A.

**J. QUESTION: Is water available on the perimeter of the building? If so, where is it available?**

ANSWER: Water will be available at the ground level and penthouse level. Contractor will be required to provide hoses.

- K. QUESTION: The quantity of glass removal on the parking garage is listed differently on elevation, table repair quantity table and project manual. Which is correct?**

ANSWER: Use the greatest quantity.

- L. QUESTION: When replacing glass panes, will we encounter gaskets? If so, are we to remove & discard, provide new or reinstall existing?**

ANSWER: Replace windows with new gaskets and new seals at all new window locations.

- M. QUESTION: What are the locations of the 220 volt/30 amp service for swing stage use on each of the three buildings?**

ANSWER: Service can be found on the roof of each building.

- N. QUESTION: Will the contractor be allowed to utilize the owner's davit outriggers? How many are available for use of each kind (East/West buildings). While I prefer not to use for the swing, we will be forced to use for tieback of system and personal fall protection.**

ANSWER: Davits will not be available for use until properly tested and certified by a qualified Engineer. Testing and certification is part of the contractor's scope of work. Upon certification of davit system, written approval by the owner will be required prior to any davit use.

- O. QUESTION: If we are to utilize a stage on the exterior of East building then lower equipment into the courtyard, does this pose a security risk with the two stages active and what measures will be required to be taken?**

ANSWER: This is a High Security Facility. Maintaining a secure work environment is the responsibility of the General Contractor. Please refer to Specification sections 01 1300 "Work at County Facilities-Scheduling and Coordination" and 01 5000 "Temporary Facilities and Controls" and the Special Conditions for work performed at the Juvenile Temporary Detention Center. At the end of the day, the owner recommends that the scaffold be tied off back to the roof in the courtyard and lowered to the second floor on the exterior façade to reduce vandalism.

- P. QUESTION: Will contractor be required to go thru security daily or utilization of staging for access allowed?**

ANSWER: Please refer to Specification sections 01 1300 "Work at County Facilities-Scheduling and Coordination" and 01 5000 "Temporary Facilities and Controls" and the Special Conditions for work performed at the Juvenile Temporary Detention Center. Your ID badge must be visible at all times, however you will only have to go through security when entering the building.

- Q. QUESTION: What is the owner's suggested sequencing of the given buildings and each area?**

ANSWER: The Contractor must meet the schedule or will pay Liquidated Damages. Therefore it is expected that the Parking Facility, East and West Buildings will be worked on simultaneously.

- R. QUESTION: With the removal of sealant, backer rod, and backer tape per the details in given prints, fume infiltration into the building is inevitable. Will the building owner be able to maintain a positive air pressure during operation and how much of the joints can be opened up and still maintain required positive air pressure?**

ANSWER: The facility must remain operational during construction and supersedes all construction work. If EPA air standards or OSHA work standards can not be maintained, work may continue after hours. The Owner will not be revising the operations of the building to

accommodate the construction however as these issues arise, they will be coordinated during the weekly Construction Meetings and Contractor Schedule updates.

**S. QUESTION: Is it possible to shut down the air handlers in the proximity of our working areas?**

ANSWER: The facility must remain operational during construction and supersedes all construction work. If EPA air standards or OSHA work standards can not be maintained, work may continue after hours. This will be coordinated during the weekly Construction Meetings and Contractor Schedule updates.

**T. QUESTION: Will it be permissible to close certain sidewalks around the buildings where we are working?**

ANSWER: The Contractor shall obtain a City of Chicago Permit to close the sidewalk. If permitted by the City of Chicago, the Contractor must comply with associated requirements and provide all required signage and proper notification of alternate routes.

**U. QUESTION: Is project Tax Exempt?**

ANSWER: Yes. The County will provide all Tax Exempt documents to the awarded Contractor.

**V. QUESTION: It is unclear whether all lead paint is to be removed as indicated in the pre-bid walk-thru or just coated over after abraded and corrosion cleaned- please verify which is the intention of owner?**

ANSWER: Prepare surfaces as described in the contract documents. Refer to the Project Manual section 02 2133 "Lead-Based Paint Mitigation/Abatement for specific EPA requirements and testing. Install new "High Performance Coatings" as described in the Project Manual Section 09 9600 "High Performance Coatings" for requirements.

**W. QUESTION: Where will a dumpster be permitted to be stored for construction debris?**

ANSWER: The successful bidder will coordinate exact locations for dumpsters with the Owner and user during weekly Construction meetings. If required, the Contractor shall obtain a City of Chicago Permit for temporary street or sidewalk closure. If permitted by the City of Chicago, the Contractor must comply with associated requirements and provide all required signage and proper notification of alternate routes.

**X. QUESTION: Will fencing be required around the exterior perimeter protecting access from the community to the swing stages?**

ANSWER: This is a High Security Facility. Maintaining a secure work environment is the responsibility of the General Contractor. Please refer to Specification sections 01 1300 "Work at County Facilities-Scheduling and Coordination" and 01 5000 "Temporary Facilities and Controls" and the Special Conditions for work performed at the Juvenile Temporary Detention Center to review the Cook County building requirements.

**Y. QUESTION: Are swing stages allowed to remain within the courtyard section overnight and while not being worked on or removed daily?**

ANSWER: This is a High Security Facility. Maintaining a secure work environment is the responsibility of the General Contractor. Please refer to Specification sections 01 1300 "Work at County Facilities-Scheduling and Coordination" and 01 5000 "Temporary Facilities and Controls" and the Special Conditions for work performed at the Juvenile Temporary Detention Center. At the end of the day, the owner recommends that the scaffold be tied off back to the roof in the courtyard and lowered to the second floor on the exterior façade to reduce vandalism.

**Z. QUESTION: Is the pyramid skylight system to be cleaned?**

ANSWER: All windows are to be cleaned. All glazing on the building is to be cleaned. All painted and non-painted metal surfaces, including at window mullions, are to be cleaned. Refer to Specification Section 09 9600 "High Performance Coatings" for requirements.

**AA. QUESTION: The quantities for the West building A1-3W Repair Quantity Table is incomplete for 10.1 and 10.2**

ANSWER: See revised Sheet A1-3W Repair Quantity Table attached.

**1.6 ATTACHMENTS**

- A. Sign-in Sheet (copy)
- B. Business Cards (copy)
- C. Performance and Payment Bond Form (MF-2)
- D. Services and System Components – Unit Price pages (PE-1e), (PE-1f), (PE-1g), (PE-1h), (PE-1i)
- E. Revised Volume 2 Project Manual Table of Contents.
- F. Specification Section 01 7600 "Substantial Completion, Punchlists, Final Completion"
- G. "Appendix A-1 – Environmental Scope Sheets"
- H. Specification Section 09 0123 "Portland Cement Plaster Restoration"
- I. ASK-001 "East Building Revised Wall Section"
- J. Sheet A1-3W "West Building Repair Quantity Table"
- K. Sheet A4-2W "South Elevation"

ATTENDANCE SHEET



PRE-BID CONFERENCE  
Countywide Exterior Wall Renovation Bldg Grp 2-Pkg C  
CONTRACT NUMBER 11-28-141  
At  
JTDC  
Monday, November 14, 2011

(1)

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**ATTENDANCE SHEET**



**PRE-BID CONFERENCE**  
**Countywide Exterior Wall Renovation Bldg Grp 2- Pkg C**  
**CONTRACT NUMBER 11-28-141**  
 At  
**JTDC**  
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ATTENDANCE SHEET



PRE-BID CONFERENCE  
 Countywide Exterior Wall Renovation Bldg Grp 2- Pkg C  
 CONTRACT NUMBER 11-28-141  
 At  
 JTDC  
 Monday, November 14, 2011

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**ATTENDANCE SHEET**



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 At  
**JTDC**  
 Monday, November 14, 2011

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**ATTENDANCE SHEET**



**PRE-BID CONFERENCE  
Countywide Exterior Wall Renovation Bldg Grp 2- Pkg C  
CONTRACT NUMBER 11-28-141**

At  
**JTDC**  
Monday, November 14, 2011

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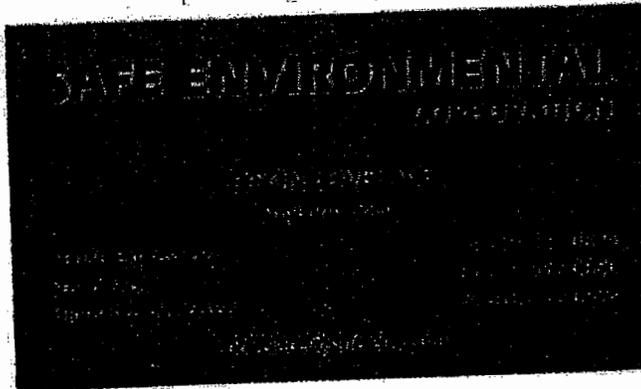


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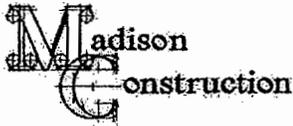
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**SERVICES AND SYSTEM COMPONENTS - UNIT PRICES**

Countywide Exterior Wall Repair Project

PROJECT: Building Group 2; Bid Package C

DOCUMENT NO: \_\_\_\_\_

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	QTY.	COST PER UNIT	TOTAL
1.0	<b>East Building</b>					
1.1	Glass Pane replacement	Curtain wall glazing	SF	2,800		
1.2	Remove and replace Silicone sealant at glazing	Curtain wall glazing	LF	48,500		
1.3	Remove and replace Silicone sealant at perimeter of window frame	Curtain wall glazing	LF	27,330		
1.4	Remove and replace red sealant at storefront	Curtain wall glazing	LF	60		
1.5	Remove Corrosion from window frame bolt heads and provide sealant on all window hardware.	Curtain wall glazing	LF	27,330		
1.6	Clean and remove corrosion. Coat existing steel panels with high performance coating.	Curtain wall steel panels	SF	136,750		
1.7	Remove and replace red pigment urethane sealant	Curtain wall steel panels	LF	20,905		
1.8	Remove existing red paint at vertical and horizontal joints, clean, prime and coat with high performance coating.	Curtain wall steel panels	SF	3,800		
1.9	Epoxy based body filler by coating manufacturer where corrosion penetrates panel 1/8" min.	Curtain wall steel panels	SF	6,850		
1.10	Remove exterior ASB soffit	Exterior Soffit	SF	10,000		
1.11	Remove plaster soffit	Exterior Soffit	SF	5,000		
1.12	Provide Insulated Metal Panels (does not include waste)	Exterior Soffit	SF	15,000		
1.13	Remove and replace soffit lights	Exterior Soffit	EA	115		
1.14	Remove and replace 6" concrete sidewalk	Exterior concrete	SF	1,250		
1.15	Provide sloped polyurethane modified concrete coating	Elevated walkway	SF	2,750		
1.16	Davit testing, design, repair and certification	Roof	EA	72		
<b>1.17</b>	<b><u>Remove sealant &amp; membrane. Replace w/ new at re-entrant corner vertical reveals.</u></b>	<b><u>Curtain wall steel panels</u></b>	<b><u>LF</u></b>	<b><u>180</u></b>		

2.0	<b>West Building</b>					
2.1	Concrete spall Repair	Concrete repair	SF	50		
2.2	Clean, remove corrosion, prime and coat exterior guardrails 900 lvl & roof.	Metal railings at roof	EA	7		
2.3	Repair exterior guardrail at 900 lvl & roof.	Metal railings at roof	LF	2,000		
2.4	Glass pane replacement.	Curtain wall glazing	EA	<b>16</b>		
2.5	White silicone sealant replacement at window frames.	Curtain wall glazing	LF	<b>35,760</b>		
2.6	Red urethane sealant replacement at horizontal & vertical expansion joints & base.	Curtain wall glazing	LF	14,587		
2.7	White silicone sealant replacement at door frames and louvers perimeters.	Curtain wall glazing	LF	3,641		
2.8	White silicone sealant replacement at curtainwall corners, curtainwall expansion joints.	Curtain wall glazing	LF	2,710		
2.9	White silicone sealant replacement at curtain wall head/ jamb.	Curtain wall glazing	LF	339		
2.10	White silicone sealant replacement at curtain wall roof purlins.	Curtain wall glazing	LF	257		
2.11	White silicone sealant replacement at curtain wall roof eave.	Curtain wall glazing	LF	119		
2.12	Remove corrosion, repair, prime, coat with high performance coating at window mullions (white)	Curtain wall glazing	LF	10,400		
2.13	Replace latch and door closers	Doors	EA	1		
2.14	Paint door and frame with high performance coating.	Doors	EA	8		
2.15	At steel panels; clean, remove corrosion, prime coat with high performance coating.	Plate steel wall panels	SF	97,970		
2.16	Remove and replace red pigmented urethane sealant at vertical and horizontal expansion joints.	Plate steel wall panels	LF	13,250		
2.17	White silicone sealant replacement at vertical reveal @ stairs and elevator towers (1/2" jt).	Plate steel wall panels	LF	5,120		
2.18	White silicone sealant replacement at vertical reveals @ stair comers (1 1/8" jt).	Plate steel wall panels	LF	604		
2.19	White silicone sealant replacement at elevator tower corners.	Plate steel wall panels	LF	731		
2.20	White silicone sealant replacement btwn building and elevator tower.	Plate steel wall panels	LF	441		
2.21	Epoxy based body filler by coating	Plate steel	SF	250		

	manufacturer where corrosion penetrates panel 1/8" min.	wall panels				
2.22	Clean penthouse panel system.	Plate steel wall panels	SF	28,270		
2.23	Clean penthouse louvers.	Plate steel wall panels	SF	7,567		
2.24	<b>Repair</b> and coat exterior soffits.	Exterior soffits	SF	<b>900</b>		
2.25	Davit testing, design, repair and certification	Roof	EA	80		
3.0	<b>Parking Facility</b>					
3.1	Cracked Concrete Repair	Concrete Repair	EA	170		
3.2	Spalled Concrete Repair	Concrete Repair	EA	96		
3.3	Deteriorated Concrete Finish	Concrete Repair	EA	218		
3.4	Cracked Concrete repair (on garage side)	Concrete Repair	EA	150		
3.5	Spalled Concrete repair (on garage side)	Concrete Repair	EA	38		
3.6	Sealant Replacement at horizontal reveal 2" Jt (red) at precast wall.	Concrete Repair	LF	16,202		
3.7	Sealant replacement at vertical reveal 2" jt (red) at precast concrete wall	Concrete Repair	LF	6,267		
3.8	Sealant replacement at columns/ elevation openings and interior reveal 1" jt (white) at precast wall	Concrete Repair	LF	17,770		
3.9	Sealant replacement around columns/ precast concrete panel connection at perimeter of garage 1" jt. (white)	Concrete Repair	LF	14,670		
3.10	Sealant replacement around perimeter of garage at each floor level 1" jt (white)	Concrete Repair	LF	13,620		
3.11	Vertical expansion joint 2" (red) exterior	Concrete Repair	LF	150		
3.12	Remove corrosion stains on concrete in stair towers	Concrete Repair	EA	720		
3.13	Clean exterior precast wall panels and interior panels on roof top.	Concrete Repair	SF	102,612		
3.14	Loose and cracked precast plug repair.	Concrete Repair	EA	1,056		
3.15	Remove corrosion/ repaint steel embeds and weld plates @ each spandrel.	Concrete Repair	EA	492		
3.16	Vertical expansion joint 2" (white) interior.	Concrete Repair	LF	450		

3.17	Repaint 2" reveal (except @ columns 9 & 10)	Concrete Repair	LF	ALL		
3.18	Remove existing concrete curb on garage side of elevator tower and replace with ADA compliant concrete curb floors 2-6.	Concrete Repair	SF	775		
3.19	Repair cracked and spalled concrete stair treads	Concrete Repair	SF	504		
3.20	Remove corrosion/ prime & paint steel gates	Steel Repair	EA	5		
3.21	Remove corrosion/ prime & paint steel security grilles	Steel Repair	EA	42		
3.22	Loose steel bolt repair/ tighten nuts.	Steel Repair	EA	355		
3.23	Stair landing; clean precast, remove corrosion on steel, prime and paint	Steel Repair	LF	119		
3.24	Stair Landing; replace plaster soffit 24 sf (6'x4') and clean precast connecting to soffit.	Steel Repair	SF	624		
3.25	Stair Landing to precast replace steel angles & embeds	Steel Repair	LF	234		
3.26	Repaint precast column to precast panel steel connections remove corrosion, prime & paint washers, bolts and plates.	Steel Repair	EA	2,160		
3.27	Replace damaged stair nosings	Steel Repair	EA	609		
3.28	Remove corrosion, prime and paint steel hand and guardrails at stair towers	Steel Repair	LF	5,300		
3.29	Remove corrosion, prime and paint steel hand and guardrails at elevator tower	Steel Repair	LF	770		
3.30	Insulated glass block replacement	Glass Block Masonry	SF	14,694		
3.31	Glass Pane replacement	Curtain wall	EA	<u>16</u>		
3.33	Sealant replacement at window frame perimeter ½" jt (white)	Curtain wall	LF	16,003		
3.34	Sealant replacement at base horizontal reveal 2" jt (red)	Curtain wall	LF	448		
3.35	Sealant replacement at door openings ½" jt (white) – west stair	Curtain wall	LF	1,747		
3.36	Sealant replacement at louvers perimeter ¼" jt (white)	Curtain wall	LF	926		
3.37	Provide sealant at ext corners of the stair towers two ½" fillets and one 1" jt @ o.c. (white)	Curtain wall	LF	2,935		
3.38	Remove corrosion/ prime & paint at window horizontal mullions (white)	Curtain wall	LF	8,383		
3.39	Remove corrosion/ prime & paint steel frame @ interior & exterior walls/ columns and components.	Curtain wall	LF	16,003		

3.40	Remove corrosion / prime & paint steel brackets (white)	Curtain wall	EA	74		
3.41	Provide new expansion jt btw stairs/ elevator towers and garage at each floor	Curtain wall	LF	1,054		
3.42	Remove corrosion all surfaces of louvers, clean, prime & paint.	Curtain wall	EA	16		
3.43	Sealant replacement at interior corners on steel frame of stair/ elevator towers.	Curtain wall	LF	694		
3.44	Install internal gutter system.	Curtain wall	LF	188		
3.45	Door/ frame/ hardware/ transom replacement – east, west & light court stairs	Doors	EA	31		
3.46	Repair cracked terrazzo floors in elevator lobby	Terrazzo floors	EA	15		
3.47	Existing terrazzo floors in elevator lobby to be cleaned, filled & ground to match.	Terrazzo floors	SF	1,284		
4.0	<b>Allowances</b>					
4.1	Lump-sum Supplementary Repairs Allowance		LS			275,000
4.2	Traffic control Allowance		LS			25,000
4.3	Davit report & repair at East & West buildings Allowance		LS			285,000

**TOTAL BASE BID (Include as Item II on PE-1b):**

ABBREVIATIONS:	LP = Lineal Feet	SF = Square Feet
	EA = Each	LS = Lump Sum

- NOTES:
1. Supplementary Repairs is defined as Item of Work quantities in excess of the quantities noted above for items of Work deemed necessary for completion of the Work by the Architect and the County. See Special Conditions SC-17 for additional information.
  2. Notwithstanding quantities given above and in the documents, it is the General Contractor's responsibility to field verify all sizes, dimensions and quantities used to compile a Bid for the Work and to perform the Work.
  3. Traffic Control Allowance shall be used for the purposes of providing temporary traffic control signage and flagmen at The Cook County Juvenile Detention Center Parking Facility when such measures are deemed necessary by the County and the Center.

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**DIVISION 2 EXISTING CONDITIONS**

02 2132	Asbestos Abatement for exteriors
02 2133	Lead Based Paint Mitigation
02 4119	Selective Structure Demolition

**DIVISION 3 CONCRETE**

03 0000	Concrete Rehabilitation
03 2100	Epoxy-Coated Reinforcing Steel
03 3000	Cast-In-Place Concrete
03 3350	Polymer Modified Mortar and Concrete Repair
03 7200	Trowel Applied Portland Mortar
03 9800	Chemical Grout Injection

**DIVISION 4 MASONRY**

04 2300 Glass Unit Masonry

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**DIVISION 6 WOOD, PLASTICS, AND COMPOSITES (NOT USED)**

**DIVISION 7 THERMAL AND MOISTURE PROTECTION**

07 4216 Factory Foamed Metal Wall Panels  
07 7100 Roof Specialties  
07 9000 Joint Protection  
07 9500 Expansion Control

**DIVISION 8 OPENINGS (DOORS AND WINDOWS AND GLASS)**

08 1113 Hollow Metal Doors and Frames  
08 7100 Door Hardware  
08 8100 Glass Glazing

**DIVISION 9 FINISHES**

**09 0123 Portland Cement Plaster Restoration**  
09 2613 Gypsum Veneer Plastering  
09 2900 Gypsum Board  
09 6613 Portland Cement Terrazzo Flooring  
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**DIVISION 10 SPECIALTIES (NOT USED)**

**DIVISION 11 EQUIPMENT (NOT USED)**

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26 0500	Common Work Results for Electrical
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**DIVISION 33 UTILITIES (NOT USED)**

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**SECTION 017600**

**SUBSTANTIAL COMPLETION, PUNCH LISTS, FINAL COMPLETION**

**PART 1 – GENERAL**

**1.1 GENERAL REQUIREMENTS**

- A. The requirements of the Contract Documents, including but not limited to the General Conditions, the Special Conditions, Drawings, Specifications, and all other provisions of the Agreement are hereby incorporated by reference into this Section. This section is hereby made a part of all other sections of the Agreement as fully as if repeated in each therein.
- B. Additional references include but may not be limited to:
  - 1. Section 01 3300-Submittals
  - 2. General Conditions
  - 3. Special Conditions
  - 4. Forms this section
- C. The Contractor shall transmit all required submittals to the County or to the County's designated County as directed by the County.

**1.2 SUMMARY**

- A. Contractor shall provide all Substantial Completion, Final and/or Close-Out and other documents and Work as specified in this section and related sections includes but is not limited to:
  - Substantial Completion
  - Punch lists
  - Submittals required for Substantial Completion
  - Final Completion
  - Close-Out Documents
  - Application for final payment.

**PART 2 – SUBSTANTIAL COMPLETION, WORK REVIEW & PUNCH LISTS**

**2.1 SUBSTANTIAL COMPLETION**

- A. APPLICATION FOR SUBSTANTIAL COMPLETION (Request for award of Substantial Completion): When the Contractor considers the Work and all related requirements to be substantially complete, it shall inform the County in writing (using the form provided at the end of this section) and request the County to review the Work with the Contractor to verify the status of the Work and recommend approval of Substantial Completion to the Owner. The Contractor shall attach a PUNCH LIST to the request for Substantial Completion.
- B. CONDITIONS FOR AWARD OF SUBSTANTIAL COMPLETION: The conditions for award of Substantial Completion include but are not limited to:
  - 1. COMPLETION OF WORK: All Work shall be complete per Contract Documents and ready to be

turned over in operational condition. The County shall be able to occupy the project or designated portions thereof only under the provisions stated in Contract Documents and/or as referenced in the Certificate of Substantial Completion.

- a. No items will be allowed punchlist status if they interfere with the use of the Work in order to be completed or if they necessitate shutdowns of areas and systems in order to be completed or corrected. The Contractor shall complete Work of this nature prior to the request for review for Substantial Completion.
- C. TESTING: All Testing to be provided by the Contractor as specified and required by other sections of the Contract Documents shall be completed as a condition for award for Substantial Completion. The Contractor shall provide testing of all systems at its own expense, including testing required by the Owner to be conducted on premium time/overtime so as not to disrupt a facilities operation or testing required by any governing authority to be conducted on premium time/overtime.
1. Proof of testing and that the system(s) passed and complete test results shall be attached to the request for Substantial Completion.
    - a. The Contractor shall correct any system or parts that fail tests at no additional cost to owner
    - b. The Contractor shall retest system as required at no additional cost to owner
    - c. The Contractor shall coordinate with all agencies governing the Work for testing and obtain required sign-offs and approvals for the system(s).
  2. The Contractor shall provide originals and copies as specified of sign-offs and approvals of all authorities having jurisdiction over the Work and systems included in the work.
  3. The Contractor shall provide a Certificate of Occupancy if applicable to the Work.
- D. TRAINING: All training to be provided by the Contractor as specified and required by other sections of the Contract Documents shall be completed as a condition for award for Substantial Completion. All training shall be videotaped. Manuals and videos shall be included in the Substantial Completion documents.
- E. WARRANTEE/S: All Warrantees to be provided by the Contractor as specified and required by other sections of the Contract Documents shall be executed and submitted as a condition for award for Substantial Completion.
1. Unless specified otherwise in the Contract Documents, Warrantees will go into effect on the date of Substantial Completion for the project or designated portions thereof.
- F. WORK REVIEW: The County and/or its County will perform a work review within seven business days after receipt of Contractor's request for review for Substantial Completion. The Contractor shall accompany the County and/or its County on this review. Should the County and/or its County determine that the Work, or a portion thereof, is incomplete and not appropriate for punch list status, the Contractor will be informed in writing, advising the Contractor of aspects of the Work that require completion before Substantial Completion can be awarded.
- G. COMPLETION OF OUTSTANDING WORK: Upon completion of outstanding Work, correction and/or replacement of poorly installed Work and/or other items required for Substantial Completion, the Contractor shall resubmit its request for the Work to be reviewed for Substantial Completion status. All additional review requests and reviews are subject to the requirements of this section.
1. No additional time will be awarded to the Contractor if additional reviews are required due to the failure of the Contractor to complete its Work by the Contract date
- H. SUBMITTALS REQUIRED FOR SUBSTANTIAL COMPLETION: The Contractor shall provide all submittals noted this section, Part 2.04 as a condition for award of Substantial Completion.

## 2.2 AWARD OF SUBSTANTIAL COMPLETION

- A. **CERTIFICATE OF SUBSTANTIAL COMPLETION:** Upon determining that the Work meets the requirements for Substantial Completion, including all testing, training and completion of related submittals the County will:
1. Prepare three (3) original Certificates of (AIA or other owner approved format) Substantial Completion for the signature of the Owner, the County (if applicable) and the Contractor. Include the following information:
    - a. Date of substantial completion.
    - b. Date and time County will take occupancy of the project or designated portion thereof.
    - c. The date by which punch list items shall be completed or corrected
    - d. Responsibilities of County and Contractor for any other items related to final completion
  2. Add any additional work required to the punchlist and attach the punch list to the Certificate
  3. The Certificate will be signed by all parties at a Substantial Completion Meeting and after receipt by Owner of all Substantial Completion Submittals.

## 2.3 PUNCH LISTS

- A. **PUNCH LISTS:** The Contractor shall make a preliminary walk-through of the project on its own and compile a punchlist which shall be attached to the Contractor's request for the County to review the project for Substantial Completion.
1. No items will be allowed punchlist status if they interfere with the use of the Work or necessitate shutdowns of areas and systems, or disrupt business or other operations in order to be completed or corrected. Items of Work of this nature shall be completed prior to the request for review for Substantial Completion.
- B. **REVIEW:** The Contractor shall accompany the County on all punch list reviews and assure that the County has access to all Work performed. The review of the Work shall take place at a time and date approved by the County.
1. The County reserves the right to add items to the punchlist as may be discovered upon review of the work or otherwise noted.
- C. **COMPLETION:** The Contractor shall complete all Work on the punchlist by the deadline date stated on the Certificate of Substantial Completion and as a condition for Final Completion of the project.

## 2.4 SUBMITTALS REQUIRED FOR SUBSTANTIAL COMPLETION

- A. **SUBMITTALS:** Submittals required as a condition for award of Substantial Completion, include but are not limited to, Operations and Maintenance (O&M) Manuals; Warranty Information; As-Built' Drawings; Substantial Completion Photographs; Certificates of Occupancy/Other Certificates and /or Approvals; Test Results and Documentation of Successful Testing; Training Manuals & Videos; System & Other Keys; Diagnostic Tools; System Parts and/or 'Attic Stock'
1. The Contractor shall prepare all items noted in this section in a timely manner to allow review and time for revisions to the material as may be required. No Work shall be permitted to be invoiced beyond ninety-five percent (minus Retainage) until all specified requirements for Substantial Completion are fully met.
  2. The Contractor shall organize Substantial Completion submittals per the following categories and formats. Do not combine items unless specifically noted.

B. **PROJECT BOOK - GENERAL INFORMATION:** The Contractor shall provide the following materials in a three ring binder, in the order specified. All sections shall be tabbed. Provide Project Books for each separate facility in the quantities specified in the chart in this section. All information included in the Project Book shall be specific to the project for which it is being submitted.

1. The Contractor shall prepare drafts of all required Substantial Completion Submittals for review and meet with the County and the County to review same. The Contractor shall provide all revisions required for the documents to conform to Contract Requirements and attend any additional reviews necessary.

**COVER SHEET:** Include the following information: a) Full Project Name; b) County Document Number; c) Project Location; d) Contractor's name; e) Contractor's Project Number if any; f) Contractor's street address, city, state, zip code; g) Contractor's area code and telephone number; i) Contractor's web site (if any); j) Name of Contractor's Project Manager and k) name of Contractor's Project Superintendent.

**TABLE OF CONTENTS:** Cross referenced to the Sections below

**SECTION 1: CERTIFICATES OF SUBSTANTIAL COMPLETION:** Copies of Certificate of Substantial Completion for the facility for which the book is being submitted.

**SECTION 2: APPROVALS / CERTIFICATES:** The Contractor shall obtain all Certificates of Occupancy and other certificates allowing use of the completed Work from the appropriate authorities governing the Work. The Contractor shall obtain fully executed certificates as a condition for Substantial Completion and attach the certificates to its request for review for Substantial Completion and include a copy in the Project Book.

**SECTION 3 PERMITS FOR WORK & SIGN-OFFS:** Copies of all Permits for Work including sign-offs on the back by other building inspectors if required. (Submit originals to the County Project Director or designated individual).

**SECTION 4: WARRANTEE INFORMATION:** All Warrantee Information including extended Warranties and responsibilities of Owner. Include a) Copies of Warranties as may be provided separately for various systems such as roofing, fire systems, etc; b) Extended Warranties that may be required shall be included in the documentation for Substantial Completion; c) The expiration dates for Warranties for the Work or as applicable for the various portions of the Work if portions of the Work are subject to different Substantial Completion Dates; d) Names of Individuals and contact information for Warranty Work e) a summary of items the Owner is responsible for in order to keep the Warranty valid and items that may void a Warranty.

**SECTION 5: TESTING AND TEST RESULTS:** Documentation of Successful Testing and Test Results.

**SECTION 6: MISCELLANEOUS.** Hardcopies of project photographs for as specified in Volume 2, Section 01380, Part 1.04

C. **TRAINING MANUALS:** The Contractor shall provide copies of the training manuals as required by the Contract Documents.

D. **'AS-BUILT' DRAWINGS:** The Contractor shall provide hardcopies and electronic copies of AS-BUILT drawings. **HARDCOPIES** shall be 24" x 36" and securely bound on one end. Drawing size 18" x 24" may be used with prior approval of Owner if all information is clear and legible. Each

drawing in the set shall be marked or stamped 'AS-BUILT' in large upper case letters. ELECTRONIC COPIES shall be in AutoCAD format and not write protected.

- E. OPERATION & MAINTENANCE (O&M) MANUALS: The Contractor shall provide all O&M manuals. For projects that include various and/or multiple systems, the Contractor shall provide a separate manual for each different type of system (i.e. Electrical, Fire, Elevator, Heating System, etc.) O&M Manuals shall include but not be limited to:
  1. Instructions explaining operating features of the system.
  2. Maintenance and adjustment instructions explaining areas to be addressed, methods and procedures to be used and specified tolerances to be maintained for all equipment.
  3. Straight line wiring diagrams of "as installed" electrical circuits, including but not limited to fire systems, telecommunication systems, high voltage systems and/or other systems.. Include index of location and function of components.
  4. Lubricating instructions, including recommended grade of lubricants.
  5. Parts list for all replaceable parts including ordering forms and instructions.
- F. SYSTEM & OTHER KEYS: The Contractor shall provide all keys for switches, control features, doors, and other items requiring keys. The keys shall be tagged and clearly labeled including the building name.
- G. DIAGNOSTIC TOOLS: The Contractor shall provide all diagnostic tools required by the Contract Documents including software, portable computers, access codes, adjusters' manuals, and set up manuals necessary for adjustment, troubleshooting and performance of routine safety tests. The Contractor shall provide any software upgrades and revisions that are issued during the progress of the work and during the Warranty period.
- H. SYSTEM PARTS and/or 'ATTIC STOCK': The Contractor shall provide all system parts and attic stock as may be specified elsewhere in the Contract Documents.

**2.5 TRANSMITTALS AND QUANTITIES**

- A. TRANSMITTING SUBMITTALS: The Contractor shall provide transmittals to all parties designated by the Owner. All submittals shall be accompanied by a transmittal sheet. The Contractor shall obtain receipt signatures from the receiving parties and/or representatives of facilities to which they are addressed. Copies of receipts shall be attached to the Certificate of Substantial Completion.
- B. SUBMITTAL QUANTITIES REQUIRED: The Contractor shall provide submittals in the quantities shown below. Note that if there are multiple buildings/and or facilities in the project, copies are required for each one as noted. Names and addresses of designees will be provided by Owner. Owner reserves the right to change designees.

NUMBER OF OF SUBSTANTIAL COMPLETION SUBMITTALS TO BE PROVIDED BY CONTRACTOR								
REFERENCE	PART 2.04 ITEM B	PART 2.04 ITEM C	PART 2.04 ITEM D	PART 2.04 ITEM D	PART 2.04 ITEM E	PART 2.04 ITEM F	PART 2.04 ITEM G	PART 2.04 ITEM H
DESIGNATED RECIPIENT/S	PROJECT BOOK	TRAINING MANUALS	COMPLETE HARDCOPY	COMPLETE ELECTRONIC	O&M MANUALS (PER	SYSTEM & OTHER	DIAGNOSTIC TOOLS:	ATTIC STOCK & OTHER

		(FOR EA. SYSTE M)	'AS- BUILT' DWG SETS	'AS- BUILT' DWG SETS	SYSTE M)	KEYS		R PART S
CC Project Director								
FM Bldg Engineer								
FM Archives								
County: Other								

**ABBREVIATIONS**

CC = COOK COUNTY

CHE = CHIEF BUILDING ENGINEER

FM = FACILITIES MANAGEMENT

EC = ELECTRONIC COPY. Electronic copies of drawings shall be in '.dwg' format and compatible with AutoCAD 2000i. Electronic copies of drawings shall include complete 'Model' and 'Layout' space drawings. 'Electronic copies of photographs shall be in '.jpg' format. Other electronic copies of documents (unless otherwise noted shall be in '.doc', '.xls', or '.pdf' format)

**PART 3 – FINAL COMPLETION**

**3.1 PUNCHLIST WORK**

A. The Contractor shall:

1. Complete and correct all items on the punchlist within the time designated in the Certificate of Substantial Completion. This is as a condition for award of Final Completion.
2. Submit an updated list once every seven (7) calendar days indicating which punchlist items were completed during the past seven (7) calendar days and the date of their completion.
3. Request the County to review the punchlist and sign off and date all Work that is complete.

**3.2 AWARD OF FINAL COMPLETION**

A. After all Substantial Completion requirements have been met and all punchlist work completed, the Contractor shall inform the County in writing and request the County to review the Work with the Contractor. The reviews shall include but not be limited to:

1. Verification that the Contractor has completed all punchlist items.
2. Verification that the Contractor has completely removed from the Owner's property all debris generated in relation to the Work.
3. Verification that the Contractor has removed all its own tools, construction equipment and surplus materials from site from the site.
4. Verification that the Contractor has cleaned all newly provided equipment.
5. Verification that the Contractor has left the site has been left in a clean and orderly condition.

B. COUNTY'S FINAL INSPECTION CERTIFICATION: The Contractor shall submit a request for award fo Final Completion.

C. A Final Payment will not be processed until all Final Completion requirements have been fully met.

**PART 4- FINAL PAYMENT APPLICATION**

**4.1 APPLICATION FOR FINAL PAYMENT:**

- A. The Contractor shall fulfill all Substantial Completion and Final Completion conditions. All required Work shall be complete and all required documents shall be executed and transmitted to the individuals noted in the Contract Documents and/or designated by the Owner.
- B. Submit proofs that all utility bills which are the responsibility of the Contractor have been paid.
- C. The Contractor shall submit A Final Payment Application. The Final Payment Application shall conform to the Owner’s guidelines for payment applications and any additional requirements as follows:
  - 1. The County form 29A shall be clearly marked ‘FINAL PAYMENT FOR CONSTRUCTION’
  - 2. Affidavits and Sworn Statements shall be clearly marked “FINAL”.
  - 3. “FINAL WAIVER OF LIEN” from the Contractor
  - 4. Separate ‘FINAL’ Waivers of Liens for all subcontractors, suppliers and others with lien rights against the Contractor and/or the Work, together with a complete list of those parties. If for any reason the Contractor submitted Final Waivers of Liens for any subcontractors, suppliers / others with a previous application for payment, they shall include a copy of same with their Final Payment Application.
- D. The County will review and process the Final Payment Application process in accordance with Conditions of the Contract.

**4.2 FORMS**

- A. Unless otherwise specified the Contractor shall use the forms included in this section to apply for Substantial Completion and Final Completion.

REQUEST FOR SUBSTANTIAL COMPLETION

CONTRACTOR’S APPLICATION TO THE OWNER TO REVIEW  
THE PROJECT FOR AWARD OF SUBSTANTIAL COMPLETION

THIS FORM IS NOT A CERTIFICATE OF SUBSTANTIAL COMPLETION  
THIS FORM IS USED ONLY TO REQUEST THE OWNER TO REVIEW THE  
PROJECT FOR SUBSTANTIAL COMPLETION. USE THE AIA FORM OR  
OWNER’S APPROVED EQUIVALENT TO AWARD SUBSTANTIAL  
COMPLETION.

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

CC DOC NO: \_\_\_\_\_

PROJECT  
NAME: \_\_\_\_\_

LOCATION/S: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

TO: \_\_\_\_\_  
COOK COUNTY PROJECT DIRECTOR,  
OCPP  
\_\_\_\_\_  
OFFICE

TO: \_\_\_\_\_  
COOK COUNTY  
\_\_\_\_\_  
OFFICE

TO: \_\_\_\_\_  
COOK COUNTY  
\_\_\_\_\_  
OFFICE

CC: \_\_\_\_\_  
OTHER  
\_\_\_\_\_  
OFFICE

The Contractor \_\_\_\_\_ hereby submits this request for review of the Work for the Project referenced above in consideration of award of Final Substantial Completion and hereby verifies that the following items required for Final Substantial Completion of the Project are complete.

- 1. All Work has been completed per Contract Documents and to all governing codes, standards and other requirements and has been reviewed by the County and/or the County.
- 2. All documents and other items required for Substantial Completion have been submitted to the designated individuals and copies of the signed transmittal receipts are attached to this request.
- 3. All punch list items have been reviewed by the County and/or the County and a complete punchlist is attached to the Certificate of Substantial Completion.

FROM CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
PRINT NAME  
\_\_\_\_\_  
SIGNATURE  
\_\_\_\_\_  
TITLE

PUNCH LIST

CC DOC NO: \_\_\_\_\_ DATE: \_\_\_\_\_  
PROJECT NAME: \_\_\_\_\_  
LOCATION/S: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_



CONTRACTOR'S APPLICATION FOR AWARD OF FINAL COMPLETION  
CONTRACTOR'S APPLICATION TO THE OWNER TO REVIEW  
THE PROJECT FOR AWARD OF FINAL COMPLETION

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

CC DOC NO: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

LOCATION/S: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

TO: \_\_\_\_\_  
COOK COUNTY PROJECT DIRECTOR,  
OCPD

TO: \_\_\_\_\_  
PROJECT COUNTY

OFFICE

OFFICE

\_\_\_\_\_ hereby submits this request for review of the Work for the above referenced project in consideration of award of Final Completion and verifies that all Contract requirements for Final Completion including those listed below are complete.

1. All Work has been completed per Contract Documents and to all governing codes, standards and other requirements and has been reviewed by the County and/or the County.
2. All punch list items have been completed and reviewed by the County and/or the County.
3. Final Cleaning has been completed and the job site reviewed by the County and/or County.
4. All documents required for Final Completion have been submitted to the designated individuals and copies of the signed transmittal receipts are attached to this request.
5. A copy of the completed punch list, signed by the County is attached to this request.

FROM CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

**END OF SECTION 01700**

CWEWRP BG 2 BP C

01 7600 -11  
COMPLETION,

SUBSTANTIAL  
PUNCH LISTS, FINAL COMPLETION

## ENVIRONMENTAL SCOPE SHEETS

Managing Environmental: GSG Consultants, Inc.  
 Consultant/Project No.: CWEWRP BG P C

Date: Issued for Addendum 1

Room ID/Name:	Exterior Elevations – East Building (including Courtyard Elevations)
---------------	--

## Damaged LBP Areas:

Substrate	Component	Walls				Ceiling	Floor	Response Action	Comments
		N	E	S	W	C	F		
Metal	Curtain Wall	X	X	X	X			LBP Mitigation, Skim Coat Smooth, Prepare, Prime and Paint.	Refer to Section 02 2133, Lead-Based Paint Abatement Master Specification for cleaning and clearance procedures, Contract Documents

**SECTION 09 0123**

**PORTLAND CEMENT PLASTER RESTORATION**

**PART 1 – GENERAL**

**1.1 SUMMARY**

- A. This Section includes the following:
  - 1. Repairing hairline cracks.
  - 2. Skim coat over existing plaster.
  - 3. Control Joints.
  
- B. Requirements that relate to this section are included but not limited to the sections below.
  - 1. Division 1 “General Requirements”.
  - 2. 09 9100 “Painting”
  - 3. 07 9000 “Joint Protection” (Control Joints)

**1.2 SUBMITTALS**

- A. General: Submit in compliance with Division 1 Section “Submittal Procedures”.
  - 1. Submission of submittals indicates that the General Contractor has reviewed and approved the submittals for the following.
    - a. Compliance with the requirements of the Contract, Drawings and Project Manual.
    - b. Field measurements, field conditions and quantities.
    - c. Coordination with adjacent work and trades.
  - 2. Architect will review submittals for the following.
    - a. Compliance with Drawings and Project Manual requirements.
  - 3. Incomplete submittal may be returned to the General Contractor without review.
  
- B. Product Data:
  - 1. Submit for action. Describe the properties of items to be used in the Work. Include the following.
    - a. Cementitious materials and accessories.
    - b. Elastomeric sealant for hairline cracks.
  
- C. Closeout Submittals: Submit the following to the Owner.
  - 1. Record documents.

**1.3 QUALITY ASSURANCE**

- A. Qualifications:
  - 1. Contractor: Contractor is responsible for quality control of the Work.

ISSUED FOR ADDENDUM 1

2. **Manufacturer:** A firm experienced in successfully producing work similar to that indicated for this Project, with a record of successful in-service performance, and with sufficient production capacity to produce required units without causing delay in the Work.
  3. **Installer:** An installer trained in the use of the materials and equipment to be employed in the Work.
    - a. Employ and use journeymen Master Plasterers trained in plastering applications and with a minimum of three years experience in the craft of plastering
- B. **Regulatory Requirements:** Comply with all applicable requirements of the laws, codes, ordinances and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary approvals from all such authorities.
- C. **Single Source Responsibility:** Obtain materials from a single manufacturer for each different product required.
- D. **Pre-Installation Meetings:** Contractor to conduct meetings at site with installer prior to start of Work. Familiarize installer with conditions at site and related Work.

**1.4 DELIVERY, STORAGE, AND HANDLING**

- A. **General:** Deliver materials in manufacturer's original packaging with label indicating pertinent information identifying the item. Store materials in accordance with manufacturer's instructions in a protected dry location off ground. Do not open packaging nor remove labels until time of installation.

**1.5 PROJECT CONDITIONS OR SITE CONDITIONS**

- A. **Environmental Requirements:** Proceed with the Work in accordance with manufacturer's requirements and instructions and any agreements or restrictions of the Pre-Construction Conference, including the following.
  1. Establish and maintain environmental conditions for application of cement plaster to comply with ASTM C 843 and with cement plaster manufacturer's recommendations.
  2. **Minimum Temperatures:** For application of veneer plaster, maintain not less than 50 deg F nor more than 80 deg F for one week prior to application and continuously thereafter until cement plaster has fully dried.
  3. Avoid conditions which result in veneer plaster drying too rapidly.

**1.6 MOCK-UP**

- A. Provide a mock up of repaired crack with skim coat and new control joint for Architect's approval. The mock-up is to be the entire width of the plaster soffit and at least 4'-0" on either side of the control joint.

**PART 2 – PRODUCTS****2.1 MATERIALS**

- A. Patching Materials for Hairline Cracks in Plaster:
  - 1. Elastomeric / Elastoplastic Acrylic Sealant
    - a. Basis of Design: Isomat: Isomastic-A
  
- B. Skim Coat Materials:
  - 1. Bonding Agent for Portland Cement Plaster: ASTM C 932.
  - 2. Cements:
    - a. Base Coat: Portland cement, ASTM C 150, Type I or III.
  - 3. Sand Aggregate:
    - a. Base Coat: ASTM C 897.
  - 4. Lime: Special hydrated lime for finishing purposes, ASTM C 206, Type S, or special hydrated lime for masonry purposes, ASTM C 207, Type S.
  - 5. Finish Coat: USG “Imperial Brand Finish Plaster”
  - 6. Water: Drinkable, free of substances capable of affecting plaster set or of damaging plaster, lath or accessories.
  
- C. Trim Accessories:
  - 1. Standard Trim: ASTM C 1047, provided or approved by manufacturer for use in portland cement plaster applications indicated.
    - a. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
    - b. Shapes:
      - a) L-Bead: L-shaped; exposed long flange receives joint compound.
      - b) Control joints.

**2.2 MIXES**

- A. General: Comply with ASTM C 926 for portland cement plaster base and finish coat mixes as applicable to plaster bases, materials and other requirements and indicated.
  
- B. Mixes and Compositions, Portland Cement Plaster:
  - 1. Skim Coat:
    - a. Two-Coat System:
      - 1) Base Coat: 1 part portland cement, 3/4-1-1/2 parts lime, 3-4 parts sand.
      - 2) Finish Coat: Comply with manufacturer's written instructions for factory prepared finish coat mix.

**PART 3 – EXECUTION****3.1 EXAMINATION**

- A. Site Verification of Conditions: Examine and correct conditions of area to receive the Work prior to installation.

### 3.2 INSTALLATION

- A. General: Install system in accordance with manufacturer's printed installation instructions, submittals, applicable industry standards, and governing regulatory requirements for the Work.
- B. Patching Hairline Cracks:
  - 1. Widen existing crack with sharp tool or cutting wheel to at least 3mm.
  - 2. Remove dust & loose particles.
  - 3. Apply Elastomeric sealant to fill crack
  - 4. Tool surface of sealant smooth before it has cured.
  - 5. Curing:
    - a. Temperature during application must be between 50°F and 80°F.
    - b. Protect sealant from moisture during first few hours of hardening:
- C. Skim Coat: Comply with ASTM C 843 and with manufacturer's written recommendations.
  - 1. Clean Surface to remove dirt & any loose debris.
  - 2. Fill all voids and imperfections.
  - 3. Apply Bonding Agent in accordance with manufacturer's written recommendations.
  - 4. Finish Coat: Trowel apply finish-coat plaster over base-coat plaster to uniform thickness of 1/16 to 3/32 inch.
  - 5. Portland Cement Plaster Finish: Smooth-troweled finish, unless otherwise indicated.
- D. Trim Accessories:
  - 1. Attach trim according to manufacturer's written instructions.
  - 2. Control Joints: Install according to ASTM C 844 and in specific locations approved by Architect.

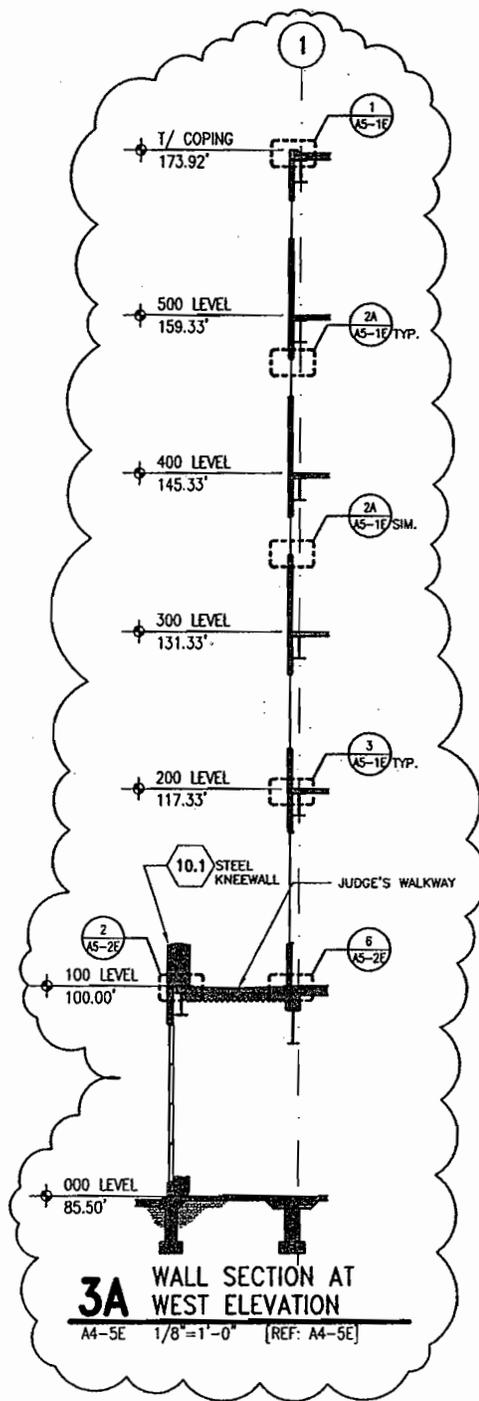
### 3.3 CLEANING

- A. At the end of each work day, remove unused materials, debris and containers from the site.
- B. Remove temporary protection and enclosure of other work. Promptly remove plaster from door frames, windows, and other surfaces which are not to be plastered. Repair floors, walls and other surfaces which have been stained, marred or otherwise damaged during the plastering work. When plastering work is completed, remove unused materials, containers and equipment and clean floors of plaster debris.

### 3.4 PROTECTION

- A. Protect repaired Portland cement plaster from damage from weather, condensation, construction, and other causes during remainder of the construction period.

END OF SECTION 09 0123



**HOLABIRD & ROOT**

140 South Dearborn  
Chicago IL 60603  
312 357 1771 tel  
312 357 1909 fax  
www.holabird.com

Comm. No.	15246.00
Date	2011/11/22
Drawn	P. ROSEN
Proj. Arch./Eng.	G. MARINELLI
Issued Under	ADDENDUM 1

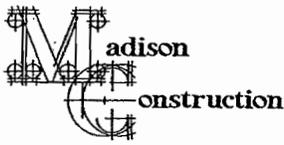
**COOK COUNTY  
JUVENILE TEMPORARY  
DETENTION CENTER**  
EXTERIOR WALL RENOVATION  
EAST AND WEST BUILDINGS  
1100 SOUTH HAMILTON AVE. CHICAGO, IL 60612  
Project

EAST BUILDING  
REVISED WALL SECTION

Sheet Name  
**ASK-001**  
Sketch No.







15657 South 70<sup>th</sup> Court  
Orland Park, IL 60462  
708.535.7716 f  
708.535.7791 f

January 27, 2012

Elvia Fernandez  
Deputy Procurement Officer  
County Building  
118 North Clark Street, room 1018  
Chicago, Illinois 60602-1304  
(312) 603-5370

REC'D  
COUNTY CLERK  
JAN 27 2012 10:15 AM

Subject: Contract Document #11-28-141  
Countywide Exterior Wall Renovation Project  
Building Group 2 / Bid Package C  
MBE/ WBE Utilization Plan

Mrs. Fernandez,  
Please find the attached MBE/ WBE utilization plan for Madison Construction regarding the Cook County Juvenile Detention Center Exterior Painting project. Madison intends to exceed the project goals with MBE certified firm Galaxy Enviromental providing 24% of the overall base bid value, MBE certified firm Era Valdivia providing 21% of the overall base bid and WBE certified firm C & G Supply providing 10% of the overall base bid for a total MBE/WBE Participation of 51%. Madison also intends to provide over 50% Cook County minority Residence on site work force.

Please contact me should you have any concerns or require any additional information

Sincerely,  
Daniel Hendrick  
Madison Construction

  
Cc: Fred Gonzalez  
Rob Ferrino

COOK COUNTY, ILLINOIS  
LETTER OF INTENT BETWEEN PRIME CONTRACTOR  
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

Countywide Exterior

Contract Title: WALL RENOVATION Contract Number: 11-28-141

Prime proposer: Madison Construction Company

Address: 15657 S 70th Court, Orland Park, IL 60462  
Street City State Zip Code

Telephone: (708) 535-7716 Fax: (708) 535-7791 e mail: \_\_\_\_\_

Proposed contract amount \$: 8,489,566.43

Proposed subcontract amount \$: 3,038,000.00

Type of agreement  lump sum  hourly rate  unit price

MBE/WBE subcontractor or supplier: Galaxy Environmental, Inc

Address: 4242 N. Cicero Ave Chicago IL 60641  
Street City State Zip Code

Telephone: 773.427.2980 Fax: 773.427.2982 e mail: galaxyenviro@aol.com

Work to be performed by MBE/WBE: DEMOLITION, CONCRETE AND PAINTING

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime proposer:  
Name of Firm: Madison Construction Company  
By: [Signature]  
Signature: \_\_\_\_\_  
Print Name: ROB FERRINO  
Title: PRESIDENT  
Date: 11/29/11

MBE/WBE  
Name of Firm: Galaxy Environmental, Inc  
By: [Signature]  
Signature: \_\_\_\_\_  
Print Name: George H. Sawas  
Title: PRESIDENT  
Date: 11/29/2011

STATE OF Illinois  
COUNTY OF Cook

STATE OF Illinois  
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me  
on the  
26 day of January, 2012.

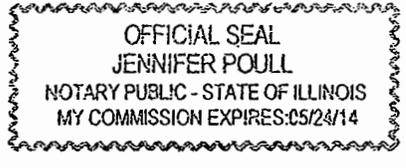
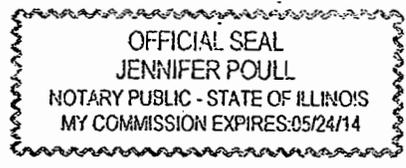
SUBSCRIBED AND SWORN TO before me  
on the  
26 day of January, 2012.

Jennifer Poull  
Notary Public

Jennifer Poull  
Notary Public

Jennifer Poull  
Printed Name of Notary

Jennifer Poull  
Printed Name of Notary



MBE/WBE Utilization Plan

Have the MBE and WBE Project Specific Goals been met as stated in the bid documents?

X Yes \_\_\_\_\_ No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve MBE or WBE participation for each Goal not met.

A proposed MBE or WBE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Procedure. The Letter of Certification must be attached to the bid.

Disclosure of MBE and WBE Participation  
(Please duplicate as needed)

Name of MBE/WBE Subcontractor/Supplier: Galaxy Environmental, Inc.

Contact Person: George Salinas Title: President

Address: 4242 N. Cicero Avenue, Chicago, IL 60641

E mail: galaxyenviro@aol.com Telephone No: 773-427-2980

Amount of Subcontract \$ 2,038,000.00

Percentage of the total base bid: \_\_\_\_\_ 24 %

Description of the work: Demolition, concrete, painting, abatement

Name of MBE/WBE Subcontractor/Supplier: C & G Supply Co.

Contact Person: Nia Green Title: President

Address: 505 W. Taft Drive, South Holland, IL 60473

E mail: cgsupply@yahoo.com Telephone No: 708-825-9770

Amount of Subcontract \$ 849,000.00

Percentage of the total base bid: \_\_\_\_\_ 10 %

Description of the work: Coatings/Paint Supply

COOK COUNTY, ILLINOIS  
LETTER OF INTENT BETWEEN PRIME CONTRACTOR  
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

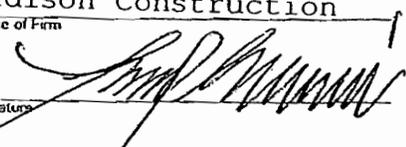
Country Wide  
Contract Title: Exterior Renovation Contract Number: 11-28-141  
Prime proposer: Madison Construction Company  
Address: 15657 S. 70th Court Orland Park IL 60462  
Street City State Zip Code  
Telephone: 708-535-7716 Fax: 708-535-7791 e mail: rob.ferrino@madison  
construction.net  
Proposed contract amount \$: 8,489,566.43  
Proposed subcontract amount \$: 1,827,698.00

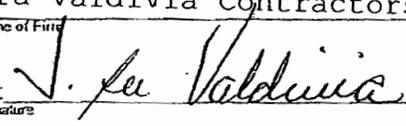
Type of agreement  lump sum  hourly rate  unit price

MBE/WBE subcontractor or supplier: Era Valdivia Contractors, Inc.  
Address: 11909 S. Avenue O Chicago IL 60617  
Street City State Zip Code  
Telephone: 773-721-9350 Fax: 773-721-8027 e mail: jvaldivia@eravaldivia.com

Work to be performed by MBE/WBE:  
Clean & removal of corrosion & coating of high performance

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime proposer:  
Madison Construction  
Name of Firm  
By:   
Signature  
Fred Gonzalez  
Print Name  
CFO  
Title  
01-26-2012  
Date

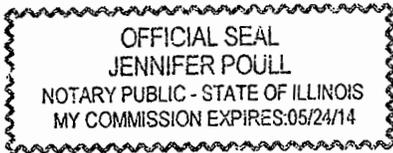
MBE/WBE  
Era Valdivia Contractors, Inc.  
Name of Firm  
By:   
Signature  
José Valdivia  
Print Name  
President  
Title  
01-26-2012  
Date

STATE OF Illinois  
COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me  
on the 29 day of November, 2011

Jennifer Poell  
Notary Public

Jennifer Poell  
Printed Name of Notary

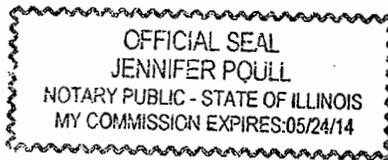


STATE OF Illinois  
COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me  
on the 29 day of November, 2011

Jennifer Poell  
Notary Public

Jennifer Poell  
Printed Name of Notary



MBE/WBE Utilization Plan

Have the MBE and WBE Project Specific Goals been met as stated in the bid documents?  
X Yes \_\_\_\_\_ No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve MBE or WBE participation for each Goal not met.

A proposed MBE or WBE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Procedure. The Letter of Certification must be attached to the bid.

Disclosure of MBE and WBE Participation  
(Please duplicate as needed)

Name of MBE/WBE Subcontractor/Supplier: Era Valdivia Contractors, Inc.

Contact Person: Jose Valdivia Title: President

Address: 11909 S. Avenue O, Chicago, IL 60617

E mail: jvaldivia@eravaldivia.com Telephone No: 773-721-9350

Amount of Subcontract \$ 1,827,698.00

Percentage of the total base bid: \_\_\_\_\_ 21 %

Description of the work: Clean & removal of corrosion & coating  
high performance

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

COOK COUNTY, ILLINOIS  
LETTER OF INTENT BETWEEN PRIME CONTRACTOR  
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

COUNTYWIDE EXTERIOR  
Contract Title: WALL RENOVATION Contract Number: 11-28-141  
Prime proposer: MADISON CONSTRUCTION COMPANY  
Address: 15657 S 70TH COURT ORLAND PARK IL 60462  
Street City State Zip Code  
Telephone: (708) 535-7716 Fax: (708) 535-7791 e mail: ROB.FERRINO@MADISONCONSTRUCTION.COM  
Proposed contract amount \$: 8,489,566.43  
Proposed subcontract amount \$: 849,000.00  
Type of agreement:  lump sum  hourly rate  unit price  
MBE/WBE subcontractor or supplier: C + G CONSTRUCTION SUPPLY CO.  
Address: 505 W TAFT DRIVE SOUTH HOLLAND IL 60473  
Street City State Zip Code  
Telephone: 708-825-9770 Fax: 708-825-1654 e mail: Cgsupply@yahoo.com

Work to be performed by MBE/WBE: COATING/PAINT SUPPLIER

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime proposer: MADISON CONSTRUCTION COMPANY  
Name of Firm  
By: [Signature]  
Signature  
ROB. FERRINO  
Print Name  
PRESIDENT  
Title  
11/30/2011  
Date

MBE/WBE: C + G CONSTRUCTION SUPPLY CO.  
Name of Firm  
By: [Signature]  
Signature  
NIA GREEN  
Print Name  
PRESIDENT  
Title  
2/7/12  
Date

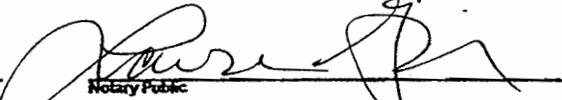
STATE OF Illinois  
COUNTY OF COOK

STATE OF  **LAUREN GREEN**  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
July 06, 2014  
COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me  
on the 30 day of November 2011

SUBSCRIBED AND SWORN TO before me  
on the 7 day of February, 2012

  
Notary Public

  
Notary Public

Jennifer Poull  
Printed Name of Notary

Lauren Green  
Printed Name of Notary

OFFICIAL SEAL  
JENNIFER POUILL  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES:05/24/14



CITY OF CHICAGO  
OFFICE OF COMPLIANCE

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September 30, 2011

Jose Valdivia  
Era - Valdivia Contractors, Inc.  
11909 South Avenue O  
Chicago, IL 60617-7336

**Annual Certificate Expires: November 30, 2012**

Dear Jose Valdivia:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **November 30, 2014**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **November 30, 2012**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

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

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

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

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

Your firm is listed in the City's Directory of Minority Business Enterprises and Women

Business Enterprises in the specialty area(s) of:

**NAICS-236115: RESIDENTIAL CONSTRUCTION, SINGLE-FAMILY,  
GENERAL CONTRACTORS**

**NAICS-236210: ADDITION, ALTERATION AND RENOVATION, GENERAL  
CONTRACTORS, INDUSTRIAL BUILDING (EXCEPT WAREHOUSES)**

**NAICS-236220: ADDITION, ALTERATION AND RENOVATION GENERAL  
CONTRACTORS, COMMERCIAL AND INSTITUTIONAL BUILDING**

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

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

Sincerely,



Michael Chambers  
Senior Compliance Officer



# Illinois Department of Transportation

## ERA Valdivia Contractors, Inc.

is hereby certified as a

### Disadvantaged Business Enterprise

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

Gary Hannig  
Secretary

Illinois Department of Transportation

Carol Lyle  
Bureau Chief  
Bureau of Small Business Enterprises

Effective the 14<sup>th</sup> day of January, 2010