

CONTRACT FOR WORK
DOCUMENT NO. 11-53-021 RE-BID



**UNDERGROUND STORAGE TANKS REMOVAL AND REPLACEMENT
PROVIDENT HOSPITAL - 500 East 51st Street, Chicago, Illinois 60615**

VOLUME 1 of 1

LEGAL ADVERTISEMENT
INSTRUCTIONS TO BIDDERS
CONDITIONS OF THE CONTRACT
SPECIAL CONDITIONS
PROPOSAL EXECUTIONS FORMS
TECHNICAL SPECIFICATIONS

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

BUREAU OF ECONOMIC DEVELOPMENT
MARIA SALDAÑA, 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
Clean World Engineering, Ltd. (CWE)
1737 South Naperville Road, Suite 200
Wheaton, IL 60189

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. 11-53-021 REBID for the following Project:

UNDERGROUND STORAGE TANKS REMOVAL AND REPLACEMENT – PROVIDENT HOSPITAL

The Work is located at: **Provident Hospital, 500 East 51st Street, Chicago, IL 60615**

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 Monday, October 3, 2011**, but no later than 4:30 PM local time, on **Friday, October 21, 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 **Tuesday, October 25, 2011**, and the Pre-Bid Site Inspection will immediately begin after the Pre-Bid Conference, at the following location:

Provident Hospital Executive Conference Room – 2nd Floor

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: Kevin Casey, Specifications Engineer, Office of the Purchasing Agent. Telephone: (312) 603-6830. Email: kevin.casey@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 **Monday, November 14, 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 statutes, 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 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the bid opening as shown in the legal advertisement. 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 reproducibles 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 Contract 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 because 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 15th 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

**SPECIAL CONDITIONS
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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, Deputy, 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 Clean World Engineering, Ltd. ("CWE").
- D. 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.
- 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 Underground Storage Tanks Removal and Replacement Project at Provident Hospital.
- 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 ninety (90) calendar days starting on the Notice to Proceed Date.
- 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 by Contractor and included in the Contractor's bid proposal.

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.

- Volume 1 – Instructions, Conditions, and Proposal/Execution Forms, Technical Specifications.

Index of Drawings: See Exhibit A

With regard to the Technical Specifications contained in Volume 1, 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 are 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-9 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 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.

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. 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 venture 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 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)

INSTRUCTIONS TO BIDDERS, item 1B-18 TRADE NAMES, after the first paragraph of Section 1B-18 TRADE NAMES, add the following paragraphs:

- A. Bids shall be based on specified products, unless the procedures described in this section are followed and a substitution is accepted prior to the bid opening date.
- B. Substitution Procedures: The following procedures have been provided to allow closely equivalent products to be considered. No substitutions will be acceptable unless these procedures are followed.
 - 1. Bidders may, until 3:00 p.m. on September 30, 2011, submit written requests to the Owner for substitution of products and systems in lieu of those specified in the Contract Documents. The Owner will not consider requests after the time and date indicated above.
 - 2. All substitution requests shall be clearly identified, described and in accordance with provisions of Contract Documents.
 - 3. Whenever a substitute is submitted for acceptance, the final decision as to whether or not such substitution is closely equivalent to the specified product or system and fully meets the design concept shall be made by Director.
- C. Submittal Data for Substitutions:
 - 1. Bidders requesting a substitution must provide clear data or information comparing the proposed substitution with the substituted item in the technical specification and clearly identifying differences from the specified item of Equipment. This data must be referenced to and supported by sufficient documentation (in the form of published technical literature, technical article(s), brochures, or other documentation) to enable the County and the Architect to evaluate compliance with the specification.
 - 2. If the Bidder must take an exception to any item or detail included in the Specification, the Bidder must state in writing what the exception is and state in writing the justification or rationale for the exception.
 - 3. The County and the Architect will not initiate correspondence or other discussions due to inadequate information concerning substitution requests or engage in attempts by Bidders or their agents to verbally transmit data or "sell" proposed substitutions.
- D. Acceptance/Rejection of Substitutions:

1. The County's review of substitution requests will be based on products and systems specified in the Contract Documents and desired design and operational results.
2. If a substitution is acceptable to Director, but differs in physical character from the specified product or system, or if a substitution requires modified services and/or facilities to be provided by any party, or requires modifications to the project, Bidder/Contractor making substitution shall pay all costs due to the substitution, including but not limited to costs of modifying accepted substitution to fit conditions or cost of modifying the Drawings or Specifications to permit installation and use of accepted substitution, including costs not identified in the request for substitution, but which later become apparent.
3. Neither acceptance of a substitution, nor the furnishing of a substitution, shall relieve Bidder/Contractor of responsibility for failure of substitution to perform intended functions of originally specified materials, systems and equipment.
4. Accepted substitution(s) shall be listed in written Addenda issued to all Bidders of Record. Substitutions which have not been specifically accepted in writing, by inclusion in addenda, shall be deemed rejected.

E. After Award of Contract: No substitutions will be considered after the date and time shown in Section SC-07 B. 1. except as follows.

1. It shall be the duty of the Contractor to immediately inform the Architect and Director of any suspected or anticipated substitutions required pursuant to the following conditions:
 - a) Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
 - b) Unavailability of specified products, through no fault of Contractor and/or subcontractor. "Unavailability" shall mean that the product specified is no longer available for purchase in the market place.
 - c) Subsequent information discloses inability of specified products to properly meet the specifications, or to fit in a designed space.
2. If any such substitution is required under this subsection 5, such substitution shall be processed in accordance with the procedures set forth in subparagraphs B – D of this SC-07, except that the time limit for submitting the request shall not apply, and acceptance of the request shall be means of return of the request signed for approval by the Director.

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: Clean World Engineering, Ltd. (CWE)
Attn: Rita Kapur
1737 S Naperville Road, Suite 200
Wheaton, IL 60189

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 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 Contractor 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 \$500.00 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: Herman Brewer
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 October 5, 2011, 3:00 p.m.

SC-42 SECURITY REQUIREMENTS

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.

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.

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.

SC-46 ADDITIONAL BID DOCUMENTS

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

Printer: Clean World Engineering, Ltd. (CWE)

Address: 1737 S. Naperville Road, Suite 200, Wheaton, IL 60189

- Payment is to be made by check only, payable to Clean World Engineering, Ltd.
- Indicate the Bid Document Number on the check. Cost of the documents is \$50.00 each.
- 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

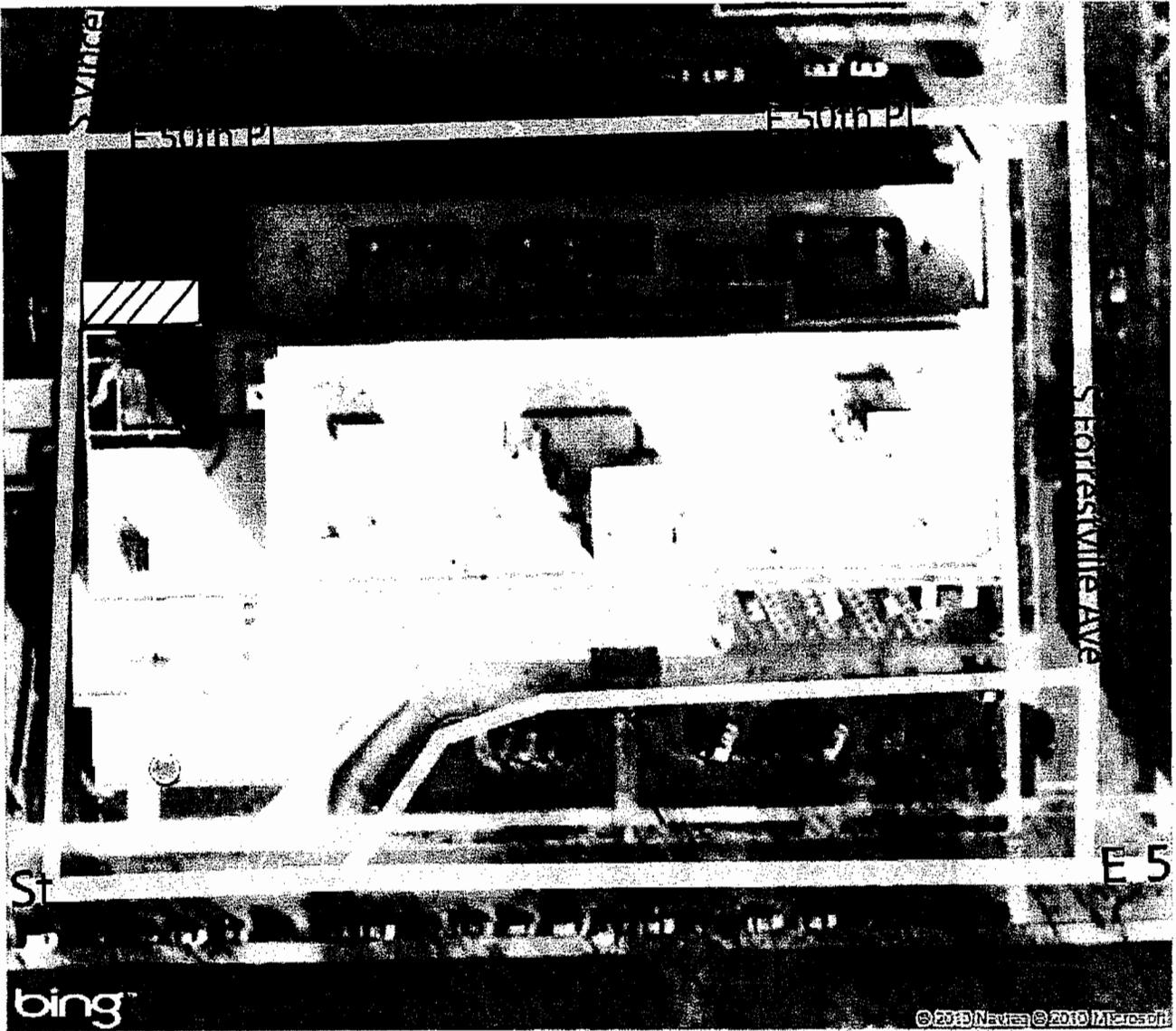
The following documents are set forth as Exhibits and are incorporated into the Contract Documents:

1. Exhibit A: Index of Drawings
2. Exhibit B: Prevailing Wage Rate Scale
3. Exhibit C: Timeline
4. Exhibit D: Key Personnel
5. Exhibit E: Request for Substitution Form
6. Exhibit F: Green Construction
7. Exhibit G: Relevant Experience
8. Exhibit H: Waiver and Release Form

**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.

DWG. NO.	TITLE
001	Site Plan (Aerial View)
002	1993 Photo Taken During Installation of USTs
003	Sketch 1, Provident Hospital Loading Area
004	Sketch 2, Provident Hospital Loading Area with Concrete Restoration

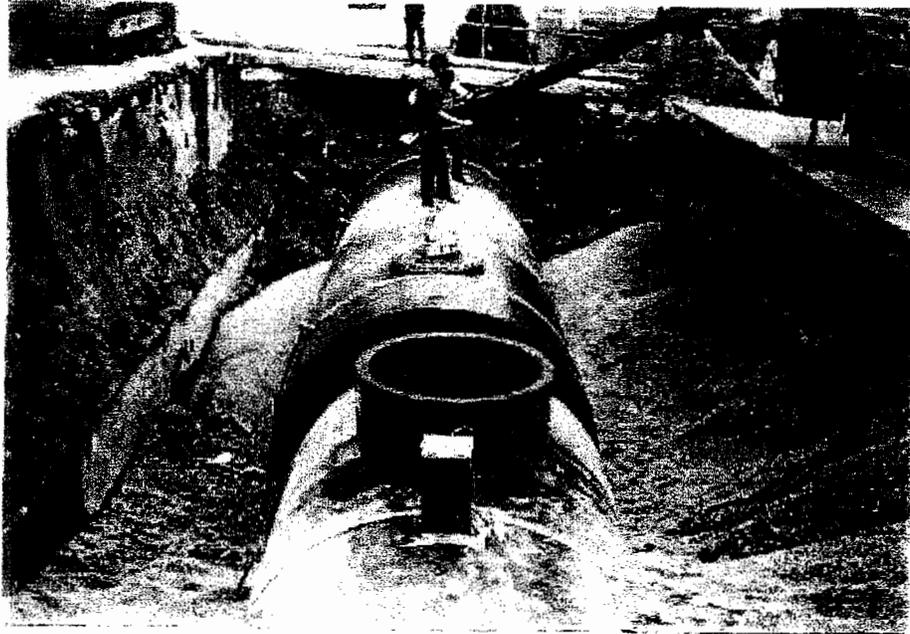


= General Location of USTs



**Clean World
Engineering, Ltd.**
1737 S Naperville Road
Wheaton, IL 60189

Drawing 001 Title: Site Plan (Aerial View)
Client Name: Cook County Office of Capital Planning & Policy
Project Name: Underground Storage Tanks Removal and Replacement Project at
Provident Hospital of Cook County, Illinois



Disclaimer: This photo is taken in 1993 during installation.

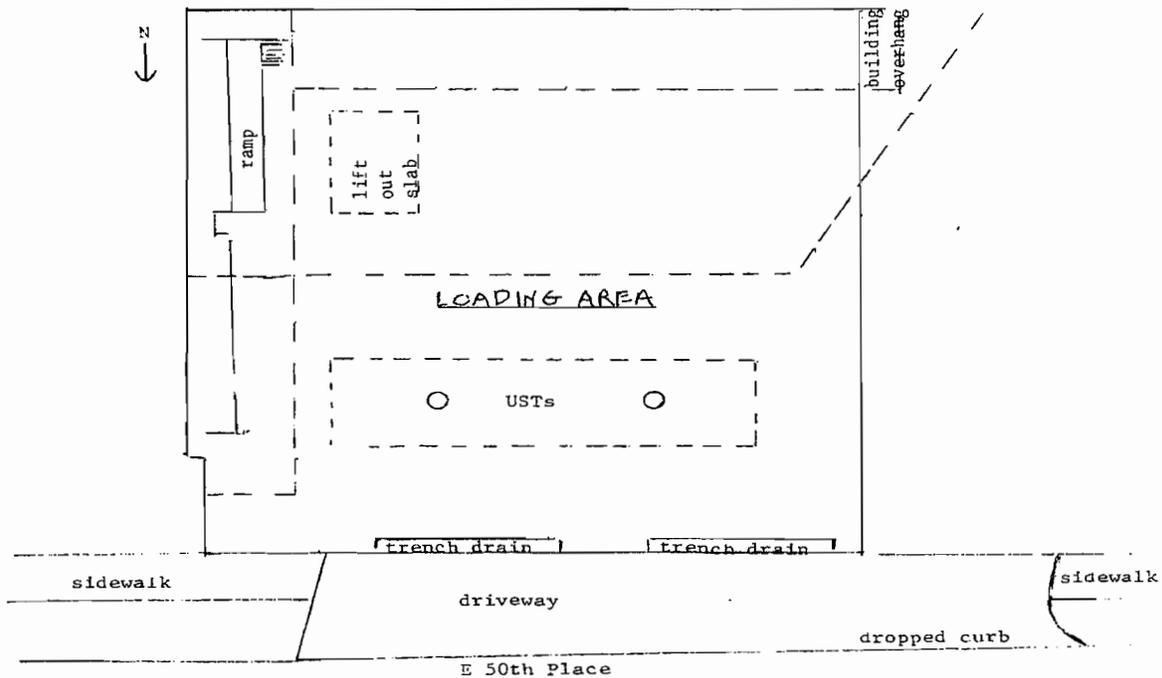
CWE

*Clean World
Engineering, Ltd.
1737 S Naperville Road
Wheaton, IL 60189*

Drawing 002 Title: 1993 Tank Installation-Loading Dock Area, Looking West During Backfilling Activities

Client Name: Cook County Office of Capital Planning & Policy

Project Name: Underground Storage Tanks Removal and Replacement Project at Provident Hospital of Cook County, Illinois



SKETCH 1 (not to scale)

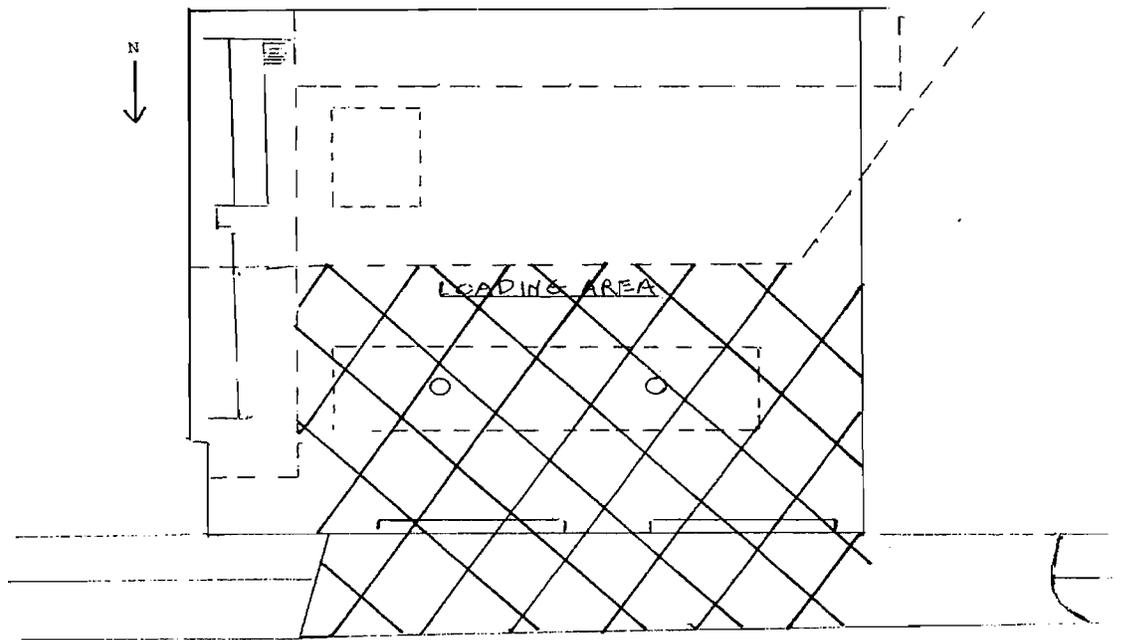
Provident Hospital

Disclaimer: This sketch is not to scale

CWE

Clean World
Engineering, Ltd.
1737 S Naperville Road
Wheaton, IL 60189

Sketch 001 Provident Hospital Loading Dock Area
Client Name: Cook County Office of Capital Planning & Policy
Project Name: Underground Storage Tanks Removal and Replacement Project at
Provident Hospital of Cook County, Illinois



SKETCH 2 (not to scale)

Option 1
Concrete Restoration



Disclaimer: This sketch is not to scale

CWE
Clean World

Engineering, Ltd.
1737 S Naperville Road
Wheaton, IL 60189

Sketch 002 Provident Hospital Loading Dock Area
Client Name: Cook County Office of Capital Planning & Policy
Project Name: Underground Storage Tanks Removal and Replacement Project at
Provident Hospital of Cook County, Illinois

**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 October 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F	>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS APT-GEN	ALL			35.200	35.700	1.5	2.0	12.18	8.820	0.000	0.450		
ASBESTOS APT-MEC	BLD			32.850	0.000	1.5	2.0	10.82	10.66	0.000	0.720		
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	6.720	9.890	0.000	0.350		
BRICK MASON	BLD			39.780	43.760	1.5	2.0	9.300	11.17	0.000	0.730		
CARPENTER	ALL			40.770	42.770	1.5	2.0	12.34	11.25	0.000	0.530		
CEMENT MASON	ALL			41.850	43.850	2.0	2.0	10.70	10.76	0.000	0.320		
CERAMIC TILE FNShER	BLD			33.600	0.000	2.0	2.0	9.200	6.680	0.000	0.580		
COMM. ELECT.	BLD			36.440	38.940	1.5	2.0	8.420	8.910	0.000	0.700		
ELECTRIC PWR EQMT OP	ALL			41.850	46.850	1.5	2.0	10.27	13.01	0.000	0.320		
ELECTRIC PWR GRNDMAN	ALL			32.640	46.850	1.5	2.0	8.000	10.12	0.000	0.240		
ELECTRIC PWR LINEMAN	ALL			41.850	46.850	1.5	2.0	10.27	13.01	0.000	0.320		
ELECTRICIAN	ALL			40.400	43.000	1.5	2.0	13.83	7.420	0.000	0.750		
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	10.53	10.71	2.840	0.000		
FENCE ERECTOR	ALL			32.660	34.660	1.5	2.0	12.42	10.00	0.000	0.250		
GLAZIER	BLD			38.000	39.500	1.5	2.0	10.19	13.64	0.000	0.790		
HT/FROST INSULATOR	BLD			43.800	46.300	1.5	2.0	10.82	11.86	0.000	0.720		
IRON WORKER	ALL			40.750	42.750	2.0	2.0	13.20	19.09	0.000	0.350		
LABORER	ALL			35.200	35.950	1.5	2.0	12.18	8.820	0.000	0.450		
LATHER	ALL			40.770	42.770	1.5	2.0	12.34	11.25	0.000	0.530		
MACHINIST	BLD			43.160	45.160	1.5	2.0	7.980	8.950	0.000	0.000		
MARBLE FINISHERS	ALL			29.100	0.000	1.5	2.0	9.300	11.17	0.000	0.660		
MARBLE MASON	BLD			39.030	42.930	1.5	2.0	9.300	11.17	0.000	0.730		
MATERIAL TESTER I	ALL			25.200	0.000	1.5	2.0	12.18	8.820	0.000	0.450		
MATERIALS TESTER II	ALL			30.200	0.000	1.5	2.0	12.18	8.820	0.000	0.450		
MILLWRIGHT	ALL			40.770	42.770	1.5	2.0	12.34	11.25	0.000	0.530		
OPERATING ENGINEER	BLD 1			51.300	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 1			51.300	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 1			51.300	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 1			51.300	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
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OPERATING ENGINEER	BLD 1			51.300	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
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OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
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OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 1			51.300	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	14.40	9.550	1.900	1.250		
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OPERATING ENGINEER	BLD 1			51.300	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 4			47.300	47.300	1.5	2.0	14.40	9.550	1.900	1.250		
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OPERATING ENGINEER	BLD 2			49.800	51.300	1.5	2.0	11.70	8.050	1.900	1.150		
OPERATING ENGINEER	BLD 3			47.300	47.300	1.5	2.0	11.70	8.				

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	13.20	19.09	0.000	0.350
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
TUCKPOUNTER	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)

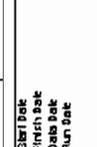
Trng (Training)

END EXHIBIT B

**SPECIAL CONDITIONS
EXHIBIT C
TIMELINE**

Activity ID	Activity Description	Orig Dur	Rem Dur	Act Dur	%	Early Start	Early Finish	2004																				
								DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC								
CONTRACT AWARD-EXECUTION PHASE																												
CW010	Notice of Award	0	0	0	100	06/JAN/04																						
CW020	Contractor Instructions to Proceed in Request	14	0	14	100	06/JAN/04	24/JAN/04																					
CW030	Contract Execution	8	0	8	100	06/FEB/04	18/FEB/04																					
CW040	Notice to Proceed with Project (General)	0	0	227	100	24/FEB/04																						
CW050	Purchasing Agreements PO	20	0	20	100	19/FEB/04	18/MAR/04																					
PRECONSTRUCTION- PERMITS																												
CW110	Notice of Award-Permit Requirements Begin	0	0	0	0	06/JAN/04																						
CW120	GC Requests Permitting from Consultant	5	0	5	100	13/JAN/04	17/JAN/04																					
CW130	GC Receives Permit Docs from Consultant	5	0	5	100	20/JAN/04	24/JAN/04																					
CW140	GC Complete Applications for Permits	5	0	5	100	27/JAN/04	31/JAN/04																					
CW150	Permits Processed and Issued	60	0	60	100	31/JAN/04	31/MAR/04																					
CW160	GC Transmits Copies of Permits to Conty	3	0	3	100	01/APR/04	03/APR/04																					
PRECONSTRUCTION- SCHEDULES																												
CW210	Notice of Award-Schedule Requirements Begin	0	0	0	0	06/JAN/04																						
CW220	GC Submit to Draft Project Schedule	14	0	14	100	06/JAN/04	19/JAN/04																					
CW230	Conty Review/Approve/Clarify or Schedule	10	0	10	100	21/JAN/04	03/FEB/04																					
CW240	GC Resubmits Revised Schedule if Required	10	0	10	100	04/FEB/04	13/FEB/04																					
CW250	Additional Schedule Revisions are Required	25	0	25	100	13/FEB/04	10/MAR/04																					
PRECONSTRUCTION- SUBMITTALS																												
CW310	Notice of Award-Shop Draw Requirements Begin	0	0	0	0	06/JAN/04																						
CW320	GC Provides Schedule of Submittals for Review	10	0	10	100	06/JAN/04	15/JAN/04																					
PRECONSTRUCTION- MEETINGS																												
CW410	PreCon Mtg No. 1- General Requirements-Coordination	1	0	1	100	25/FEB/04	25/FEB/04																					
CW420	PreCon Mtg No. 2- Project Specific	1	0	1	100	01/APR/04	01/APR/04																					
CONSTRUCTION PHASE																												
CW510	Notice to Proceed with Construction	0	0	0	0	01/APR/04																						
CW520	Construction (GC to Itemize Activities)	230	0	230	100	08/APR/04	23/MAY/04																					
CW530	Testing/Adjustments & Inspections	10	0	10	100	24/MAY/04	03/JUN/04																					
CW540	Substantial Completion Sign-off/As-Built	15	0	15	100	04/JUN/04	18/JUN/04																					
CW550	Substantial Completion	0	0	0	0	18/JUN/04	18/JUN/04																					
FINAL COMPLETION																												
CW610	Final Ltr & Final Pay/P	30	0	30	100	18/JUN/04	17/JAN/05																					
CW620	Final Completion	0	0	0	0	17/JAN/05	17/JAN/05																					

NOTES ON TIME SCHEDULE:
 1) DATES ARE SAMPLES ONLY
 2) GC TO INSERT CORRECT DATES AND CONTRACT DURATIONS
 3) GC TO ITEMIZE CONSTRUCTION ACTIVITIES AND/OR BLDGS



APPENDIX C- SAMPLE SCHEDULE
 INSERT PROJECT NAME HERE
 INSERT CONTRACTOR'S NAME HERE

SPECIAL CONDITIONS
EXHIBIT D
KEY PERSONNEL

Project Executive: Larry Cherner
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Manager: Warren Cherner
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

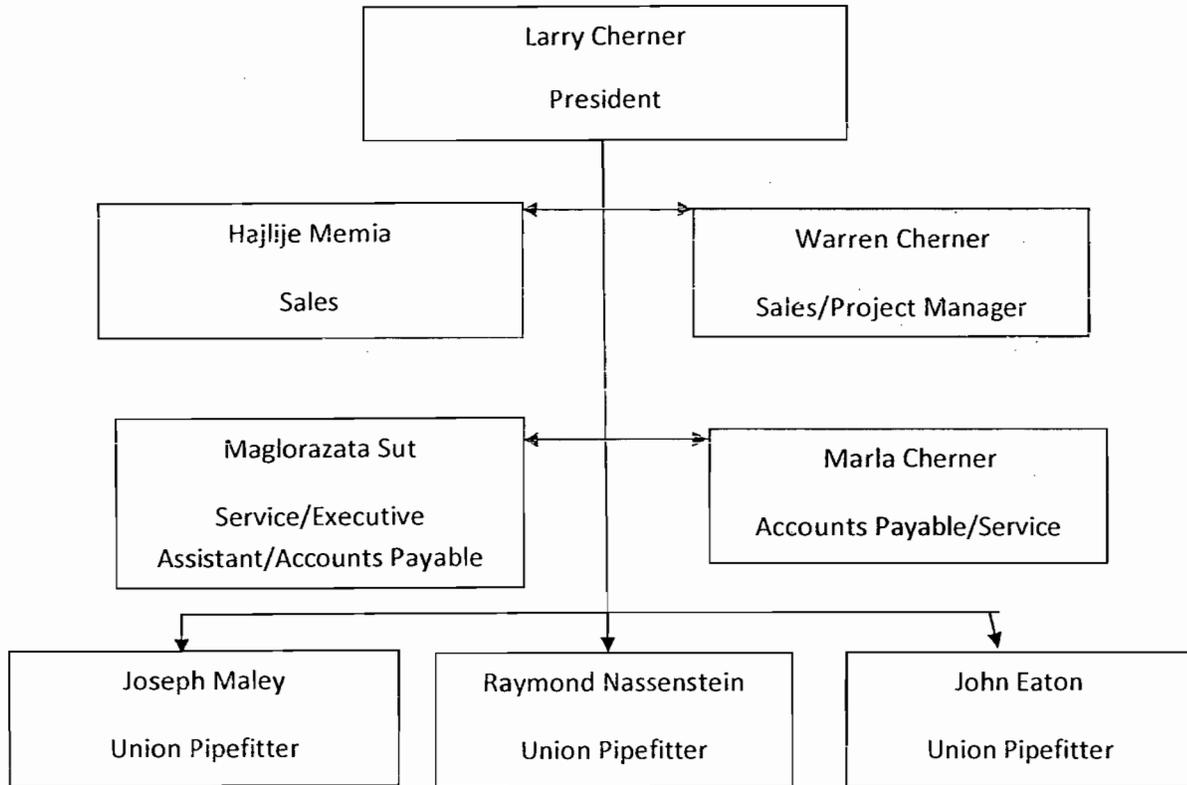
Safety Coordinator: Maggie SOT
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Superintendent: Larry Cherner
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

Company Organizational Chart



JAN 20 2012

**SPECIAL CONDITIONS - EXHIBIT E
REQUEST FOR SUBSTITUTION FORM**

(PART 1 OF 2)

TO: Clean World Engineering, Ltd.
Attn: Rita Kapur, President
1737 S. Naperville Road, Suite 200
Wheaton, IL 60189

CC: Cook County
Office of Capital Planning & Policy
Attn: Stanley Moore, Project Director
69 W. Washington St., Suite 3000
Chicago, IL 60602

FROM:

NAME OF BIDDER _____

STREET ADDRESS _____

CITY, STATE & ZIP CODE _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME: _____

A. Specification Section and Paragraph number describing product specified: _____

B. Name product specified which proposed substitute is intended to replace. Attached an itemized comparison of the technical characteristics of the proposed substitution and the specified product.

C. Proposed Substitute:

1. Name and Model No. _____

2. Description: _____

3. Attach applicable Submittals as required by the reference Specification Section i.e., Product Data, Materials List, proposal Shop Drawings, Samples, Design Data, Test Reports and Certifications.

4. Insert numbers of applicable reference standards: _____

5. Attach a color chart, if applicable.

6. Attach installation instructions.

D. Manufacturer's Experience. Attach the following:

1. Evidence of past performance for prompt delivery.

2. Evidence of past performance of efficiency in servicing products.

E. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule.

REQUEST FOR SUBSTITUTION FORM
(PART 2 OF 2)

F. Previous Installation: Provide the following information on similar projects on which proposed substitution was used, list projects in the locale of the project primarily and then in other areas that best represent its application on this project:

	Project Name & Address	Name, Address & Phone Number of Project Architect	Date of Installation
1.	_____	_____	_____
	_____	_____	
	_____	_____	
2.	_____	_____	_____
	_____	_____	
	_____	_____	
3.	_____	_____	_____
	_____	_____	
	_____	_____	

G. In making this request for substitution the manufacturer, installer, and Bidder each represents that:

1. He has examined the Specifications and has determined that the proposed substitution is appropriate for the use intended in the Specifications.
2. He will provide the same or better warranty for substitution as for product or method specified.
3. The product is equal or better in quality and serviceability to the specified item.

H. In making a request for substitution the installer and Bidder each represents that:

1. He will coordinate the installation of acceptable substitution into the Project, making such changes that may be required for the Project to be complete in all respects.
2. He will pay all additional costs related to the substitution.
3. Cost data are complete and include all related costs under his Contract.
4. The substitution meets the requirements of the Contract Documents, regardless of any review or independent investigation by the Owner or the Architect.

_____ MANUFACTURER	_____ SIGNATURE OF MFFR'S REPRESENTATIVE	_____ DATE
_____ INSTALLER	_____ SIGNATURE OF INSTALLER'S REPRESENTATIVE	_____ DATE
_____ BIDDER	_____ SIGNATURE OF BIDDER'S REPRESENTATIVE	_____ DATE

Note: If this Form is used after the Notice of Award, the following changes shall be made to the Form:

1. It shall be addressed by the Contractor to the Architect, with copies to the Program Manager / Owner.
2. All references to "Bidder" shall be changed to references to "Contractor".
3. Additional lines shall be added to the bottom of the Form for the recommendation /rejection by the Architect and approval/rejection of the Owner.

Note: For a substitution Request to be approved it must be recommended to the Owner in writing by the Consultant and the recommendation accepted in writing by the Owner.

EXHIBIT F

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 1 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: Microsoft Northlake Data Center

Project Location: 601 Lake St., Northlake, IL

Project Type: Tank Installation

Description of Work: Furnish and install (6) composite 40,000 gallon underground storage tanks to include piping, tank monitor system and associated equipment.

Bidder's Role: General Contractor Subcontractor xxx
CHECK ALL THAT APPLY

Joint Venture Design-Builder

Client Information

Client: Microsoft Northlake Data Center, Hill Mechanical

Address: 11045 Gage Avenue, Franklin Park, IL 60131-1437

Client Reference:	<u>Jason Rahn</u>	<u>Senior Project Manager</u>	<u>847-451-5000</u>
	<small>NAME</small>	<small>TITLE</small>	<small>AREA CODE & PHONE NO</small>

Architect Information

Architect: not available

Address: not available

Architect Reference:	<u>not available</u>	<u>n/a</u>	<u>n/a</u>
	<small>NAME</small>	<small>TITLE</small>	<small>AREA CODE & PHONE NO.</small>

Contract Information

Contract Type: Contract for Work xxx Design-Build

Original Contract Amount: 3,200,000

Final Contract Amount: 4,680,000

Original Completion Schedule: 04/2009

Actual Completion Schedule: 04/2009

**SPECIAL CONDITIONS - EXHIBIT G
RELEVANT EXPERIENCE
REFERENCE NUMBER 2 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: Comers Childrens Hospital

Project Location: 5721 S. Maryland Ave, Chicago

Project Type: Removal and Installation of USTs

Description of Work Removal of (1) 10,000 gallon UST and installation of (2) 20,000 USTs to include lines, tank monitor, fuel filtering system lines and associated equipment.

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

Client Information

Client: University of Chicago Medical Center, Gilbane / WE O'Neil Construction

Address: 5624 S Drexel Ave Chicago, IL 60637

Client Reference:	<u>Brian Gundlach</u>	<u>Project Superintendent</u>	<u>(773) 729-3800</u>
	<small>NAME</small>	<small>TITLE</small>	<small>AREA CODE & PHONE NO</small>

Architect Information

Architect: not available

Address: n/a

Architect Reference:	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
	<small>NAME</small>	<small>TITLE</small>	<small>AREA CODE & PHONE NO.</small>

Contract Information

Contract Type Contract for Work XX Design-Build XX

Original Contract Amount: 551,000

Final Contract Amount: 627,000

Original Completion Schedule: 2009

Actual Completion Schedule: 2009

SPECIAL CONDITIONS
EXHIBIT H

WAIVER AND RELEASE FORM

Provident Hospital
SITE/FACILITY (THE "PROPERTY"):

500 E. 51ST ST. Chicago, IL
ADDRESS:

In order to be eligible to participate in the bid process for the Project, as defined in the Contract Documents, the undersigned has chosen to make a physical inspection of the Property, which is the site of the Project, as part of the pre-bid conference and process. Such inspection and conference shall occur in the presence of Cook County employees. The undersigned is making such inspection on behalf of

METRO TANK & Pump Company
("PROSPECTIVE BIDDER")

The statements, acknowledgements and representations of the undersigned set forth in this Waiver and release are made by the undersigned on his or her own behalf and on behalf of the Prospective Bidder. The undersigned represents that he/she has the authority to execute this Waiver and release on behalf of the Prospective Bidder.

The undersigned acknowledges that the Property:

Is an existing structure from which all internal improvements and systems have been removed, including ventilation, plumbing and electrical systems.

In recognition of the above referenced condition, the undersigned has requested to participate in the inspection at his or her own risk.

Other than acts of gross negligence or willful misconduct by the County, its employees and agents, the undersigned on his or her own behalf and on behalf of the Prospective Bidder, hereby releases and forever discharges the County of Cook, its commissioners, officers, agents, employees, representatives, consultants, and all of their successors and assigns (the "County Parties") from and against, and hereby waives, any and all rights, claims, liabilities, causes of action, and demands whatsoever, present or future, known or unknown, sounding in law or in equity, that directly or indirectly arise from or otherwise relate to the inspection of the Property or presence on the Property of the undersigned.

The Prospective Bidder is responsible for any damage to the Property caused by the undersigned.

METRO TANK & Pump Company
PRINT COMPANY NAME

11-11-11
DATE

Larry Cherner
PRINT NAME

[Signature]
SIGNATURE

**TECHNICAL SPECIFICATIONS
UNDERGROUND STORAGE TANKS
REMOVAL AND REPLACEMENT PROJECT**

AT

**PROVIDENT HOSPITAL
500 E 51ST STREET
CHICAGO, IL**

DOCUMENT NO: 11-53-021 -- REBID

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including General and Special Conditions, and other Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. The general Scope of Work shown on the Drawings and Specifications includes but is not limited to:
 - 1. Provident Hospital:
 - a. Obtain all necessary permits/notices required.
 - b. Remove and legally dispose of the 5,000 gallon and 15,000 gallon USTs.
 - c. Provide and install two (2) 10,000 gallon double wall USTs.
 - d. Provide and install all necessary double wall piping.
 - e. Provide and install all necessary pumps, etal. for fuel delivery to Provident Hospital's boilers/generators.
 - f. Provide and install equipment necessary to automate the refilling of the two (2) existing day tanks.
 - g. Restore concrete surface above USTs.
 - h. Repair all concrete surfaces in loading dock area.
 - i. If option is exercised, remove and replace entire dock area from edge of boiler rooms to street.
 - j. Upgrade monitoring system for new USTs.

1.3 INTENT OF DRAWINGS AND SPECIFICATIONS

- A. The intent of the Drawings and Specifications is to describe the Work, in full compliance with the Contract, and it is understood that the Contractor will furnish, unless otherwise provided in the Contract, all labor and materials for the satisfactory execution and completion of the Work. The Drawings and Specifications are complementary, and what is called for by either is as binding as if called for by both.
- B. In the event the Contractor discovers any error, ambiguity or discrepancy in Contract Documents, the Contractor shall immediately call upon the Engineer for a decision. The Engineer shall then make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications, Drawings and other Contract Documents, as construed by them and their decision shall be final.

1.4 ALTERATIONS, CANCELLATIONS AND DEDUCTIONS

- A. In the event, in the sole judgment of the Engineer or his/her representative, a change becomes necessary in the best interests of the project, due to circumstances not known at the time the Contract was entered into or arising thereafter, the Engineer may, during the course of the Work, alter the Drawings, add such Work as may be necessary and increase or decrease the quantities of Work to be performed in accordance with such changes, including addition to, the deduction from, or cancellation of any one or more of the unit price items or lump sum items. Such changes shall not be considered as a waiver of any conditions of the Contract nor invalidate any of the provisions thereof.
- B. Where the added Work and materials do not appear as specific items in the Contract, accompanied by unit prices, and which, of themselves, or in conjunction with other changes, constitute a major change, and the parties cannot agree on the compensation to be paid for said Work and materials, the Work may be designated by the Engineer as Extra Work.
- C. All alterations, cancellations and deductions shall be authorized in writing by the Engineer before Work is started, subject to the approval of Cook County. Such authorizations shall detail the items of Work involved and the method of payment for each item.
- D. Claims for Extra Work which have not been authorized in writing by the Engineer and approved by Cook County will be rejected and the Contractor shall not be entitled to payment therefore.

1.5 EXTRA WORK

- A. If, during the course of construction, it becomes necessary to have Work performed of a nature or scope related to but not clearly covered by the Contract, the Contractor shall perform the Work at the request of the Engineer. The Engineer shall advise the Contractor of the nature and extent of such Work in such sufficient detail as to enable the Contractor and Cook County to mutually agree upon terms for performing the contemplated additional Work.
- B. The Engineer may, during an emergency, approve the performance of Extra Work by verbal direction in order to save life or property. Such verbal direction shall be promptly confirmed in writing by the Engineer. The Contractor shall perform the emergency Work immediately upon receipt of verbal direction from the Engineer, and shall not delay performance thereof pending agreement between the Contractor and Cook County as to price or prices and basis for payment.
- C. The Contractor shall not start any Work resulting in an extra cost to Cook County until the Engineer obtains Cook County's approval of the Work, including all emergency situations.

1.6 UNAUTHORIZED WORK

- A. Work performed which is not provided for in the Contract, and Work done beyond limits shown on the Drawings or as directed, or Extra Work done without written authorization will be considered as unauthorized Work and shall be at the expense of the Contractor and will not be measured or paid for by Cook County. Work so done may be ordered removed and replaced at the Contractor's expense, at the sole discretion of the Engineer. Cook County may withhold payment equal to the Bid value of correction or removal of the unauthorized Work. The Contractor shall waive recourse against Cook County in such cases.

1.7 JOB CONDITIONS

A. Progress Charts:

1. As soon as practicable (not more than seven (7) days) after the award of the Contract, the Contractor shall furnish progress charts to the following:
 - a. Cook County
 - b. Engineer
2. Progress charts shall be CPM Charts.
3. Revise Progress charts as Work progress deviates from chart schedule or when requested by the Engineer.

B. Field Measurements:

The Contractor shall take measurements in the field to verify or supplement dimensions indicated on Drawings and shall be responsible for accurate fit of specified Work.

C. Protection:

1. The Contractor shall install and maintain protection to the building attachments, if any, to remain such as doors, ventilation ductwork and fans, lighting system, piping, insulation, hanger supports, etc. prior to any Work.
2. The Contractor shall provide and maintain adequate lighting and ventilation for proper performance of Work.
3. The Contractor will be held responsible for all Work and materials provided for by the Drawings and Specifications until the Work is completed and accepted.

D. Lawful Fees:

1. All Contractors shall obtain and pay for all permits, licenses, certificates, inspections or other legal fees both permanent or temporary which are required for the execution of his/her Contract.

E. Weather Protection:

1. All Contractors shall at all times provide protection against weather so as to maintain Work, materials, apparatus, and fixtures free from injury or damage. At the end of the day's Work, all new Work likely to be damaged shall be covered.
2. During cold weather the Contractor shall protect all Work from damage. If low temperatures make it impractical to continue operations safely, in spite of cold weather precautions, the Contractor shall cease Work.
3. Any Work damaged by failure to provide above protection shall be removed and replaced with new Work at the Contractors' expense.

F. Limitation:

1. The Contractor shall coordinate the available storage area, Superintendent's office (field office) space, etc. and the dumpster area with Provident Hospital. The Contractor shall comply with all requirements of Provident Hospital, City of Chicago and State of Illinois.
2. The Contractor shall provide restroom facilities for the Contractor's employees at Provident Hospital approved locations. Contractor's employees shall not utilize the facility's toilet facilities.
3. All Work must be coordinated with the Facility appointed staff and equipment and the Engineer shall review procedures used for repairs.
4. During the entire period of construction, the Contractor shall not cause any interruption of electrical circuits in use for Provident Hospital.
6. During the entire construction period, the Contractor shall not damage or interrupt the existing utility pipes and its insulation in the Facility. If the pipes are shut down and/or frozen due to the Contractor's cause, the Contractor shall be responsible for all damages and expenses incurred.
7. The Contractor shall provide a safe access to any Work area by Provident Hospital or facility representative during the entire period of construction.
8. The Contractor shall not position any diesel engines or vehicles above grade or next to any air intake grilles.
9. The Contractor shall cooperate with Provident Hospital's Contractors performing other Work in the Facility.
10. All current test result reports, lien waivers, invoices, material receipts, tickets, permits, license, new subcontracts, etc. shall be a part of documentation to support a payment request. Cook County and Engineer may not approve the payment request submitted without such documentation.

G. Provident Hospital's Special Conditions:

1. These special conditions are complementary to the Special Conditions contained in Volume 1.
 - a. The Contractor shall arrange their Work and their material so as not to interfere with the operations of other Contractors engaged upon adjacent Work, and to join their Work to that of other in a proper manner, and in accordance with Drawings and Specifications, and to coordinate the sequence of their Work in relation to that of other Contractors, and as may be directed by the Provident Hospital and Engineer from time to time as the Work progresses.
 - b. The Contractor shall give the Work the constant attention which is necessary to facilitate the progress thereof and shall cooperate to the fullest extent with Provident Hospital and Engineer's representatives, with Subcontractors, and with all other agencies and persons currently performing Work on or adjacent to the Work.
 - c. Unless necessary to the Scope of Work, Contractor's Workers shall not enter the Hospital. For the limited work requiring entry into the Hospital, Contractor's Workers shall enter through the loading dock and be accompanied by a Hospital staff member at all times. Contractor shall pre-arrange entry with the Engineer.

H. Construction Time:

The Bidder agrees to commence Work under this Contract on or before a date to be specified in a written "Notice to Proceed", and the Bid Proposal.

I. Date For Completion:

The Contractor shall complete the Work on or before the date or within the time specified in the Contract, unless that date or time is duly extended according to the Contract.

If the Contract is revised in any material respect, or, in the event, in the sole judgment of the Engineer or their representative, changes become necessary, in the best interests of the project, due to circumstances not known at the time the Contract was entered into or arising thereafter, and the Engineer determines that such revision or revisions will cause a delay in the completion of the Work, the Engineer will extend the completion date by the number of days determined to be equitable by written Change Order.

When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Contractor, the time of completion shall be extended for whatever period is determined by the Engineer to have resulted from such causes. No extension of time on account of a delay due to unforeseen causes will be granted if written application therefore is not filed with the Engineer within three (3) days after beginning of the delay or prior to the completion date of the Contract, whichever shall be sooner. Such request for extension of time, if timely filed, will be considered and ruled on by the Engineer promptly after the satisfactory completion of the Contract. The extension of time shall be authorized only by issuing a written Change Order for schedule change as required. Without such written Change Orders for time extension, the liquidated damage

provision specified in the Bid form shall apply from the day after the scheduled completion date.

J. Progress Schedule:

The Contractor shall submit to the Engineer for approval by Cook County, within seven (7) calendar days following the award of Contract, a Progress Schedule, showing the order in which the Contractor proposes to carry on the Work, the dates on which he/she will start controlling items, and the anticipated dates for completion. The Contractor's submission must be a critical path flow chart, and shall clearly indicate the various types of Work to be in progress and show progress of the completed Work at any point through the term of the Contract. The Progress Schedule shall show that each of the Stages of the Contract will be substantially completed within the times provided in the Contract Documents. See Special Conditions SC-12 for additional requirements.

If the Contractor's progress is materially affected by changes in the Drawings or in the amount of the Work, or, in the event, in the sole judgment of the Engineer or its representative such changes become necessary in the best interests of the project due to circumstances not known at the time the Contractor has failed to comply with its approved Progress Schedule, the Contractor shall submit a revised Progress Schedule if requested by the Engineer, which schedule shall show how the Contractor proposes to prosecute the balance of the Work and the calendar days after the date of the request by the Engineer. The Contractor shall make every effort to comply with the Progress Schedule submitted by him consistent with all Contract requirements, including the order of performance of specified portions of the Work. No payment will be made to the Contractor if delinquent in the submission of any Progress Schedule.

K. Limitations of Operations:

The Contractor shall arrange the Work and material so as not to interfere with the operations of other Contractors engaged upon adjacent Work, and to join Work to that of other in a proper manner, and in accordance with Drawings and Specifications, and to coordinate the sequence of Work in relation to that of other Contractors, and as may be directed by Cook County and Engineer from time to time as the Work progresses.

Each Contractor shall be responsible for any damage done by him or their agents to the Work performed by another Contractor.

1.8 RESTORATION AND CLEAN-UP

- A. During the entire construction period the Contractor shall, on a daily basis, place all of their waste materials and "non-broomable" debris into containers. The Contractor shall not dump or pile debris outside work area. The Contractor shall empty the containers located at the designated location on a daily basis.
- B. Upon completion of the Work and before acceptance and final payment is made, the Work shall be cleaned of all rubbish, excess materials, false work, temporary structures, and equipment; and all parts of the Work shall be left in a neat presentable condition, satisfactory to Provident Hospital and Engineer; and adequately clean to commence operations without further clean-up. This Work shall be considered incidental to the

overall project and no additional compensation will be allowed.

C. During final cleaning, the General Contractor shall do the following:

1. Use experienced workmen for final cleaning to Provident Hospital's satisfaction. If Provident Hospital is not satisfied, they may contract with others at the Contractor's expense.
2. At completion of construction and just prior to acceptance or occupancy, conduct a final inspection of the Work.

D. Contractor shall be responsible for restoring all landscaping that is altered by the Work to its original condition. It is the responsibility of the Contractor to take photographs of all existing landscaping located within the proposed areas of Work prior to construction.

END OF SECTION 01010

SECTION 01012

WORK AT COUNTY FACILITIES

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.
- B. This section is hereby made a part of all other sections of the Agreement as fully as if repeated in each therein.
- C. This section specifies meetings, coordination, and scheduling, for work to be performed at this facility in addition to all other requirements specified elsewhere in the project documents.

1.2 SUMMARY

- A. The Provident Hospital Campus consists of a hospital, a health care facility, administrative buildings, a parking structure, and miscellaneous auxiliary buildings. The Campus is in operation 24-hours a day, 7-days a week.
- B. The buildings and site will remain in full operation during the performance of the Work. The buildings included in this work, and located on the Provident Hospital Campus mostly observe daytime working hours except the 24-hour parking structure. The Contractor will perform the Work so as not to interfere with Provident Hospital's day-to-day operations.
- C. The Contractor will fully coordinate with Provident Hospital, and conform to the Hospital's specific requirements, for all work that will be performed in and around each facility.
- D. Emergency, Disaster, and other Life Safety procedures in place at each facility take precedence over all Work to be performed at this facility.
- E. The Contractor shall coordinate with the Engineer and designated County representatives to become familiar with the areas work will be performed in, and submit a work plan for approval where work will occur in and affect areas occupied on a daily basis by the County, the public or patients.
- F. The Contractor will perform all work that causes loud noise, airborne particulates, and interruptions to business or facility operations, and is otherwise disruptive, at times approved by the Engineer. There will be no additional cost to Cook County for work performed on premium time, if required. See additional requirements specified in this section.
- G. The Contractor will fully superintend the project at all times, without exception. See additional requirements specified in this section.
- H. It is the Contractor's responsibility to coordinate and schedule all work to comply with the specific requirements of the project documents. No allowance or time extension will be made for the failure of the Contractor to coordinate or schedule the Work accordingly.

- B. Non-Destructive/Non-Nuisance Survey/Verification/Layout Work: This type of work may be performed at any time as long as it does not interfere with the daily operations of Provident Hospital, emergency procedures, or other Hospital's requirements.
- C. The Contractor will coordinate construction/installation Work with the Hospital to avoid interference to daily operations.
- D. Testing of fire systems, if part of this project, will be performed on premium time only. The Contractor will bear all testing and inspection costs including fees charged by agencies for testing during premium time.
- E. Coordination and testing of other systems may be performed on premium time if required by Provident Hospital to minimize disruption to the system and building occupants, at no additional cost to the Hospital.

1.6 SUPERINTENDENCE OF THE WORK

- A. Work must be superintended at all times. The Contractor shall provide a list of names of its foremen, who will be assigned to this project, to the Engineer and Cook County. This list will be provided within 21 calendar days of Award of the Contract. The Contractor will copy all other parties specified by Provident Hospital on this list.
- B. Should the foremen change at any time during the course of the project; the Contractor will notify the County within 24 hours of the change. Any change of foremen on the project by the Contractor must conform to contract requirements.
- C. In the event of an Emergency requiring the Contractor to stop work or any other action, the Contractor's foremen for the shift will be notified.
- D. The Contractor's foremen for the project, for each shift, may be required to sign in and out at a designated place at each facility.

1.7 COOK COUNTY FACILITY (SAFETY & EMERGENCY) POLICIES

- A. The Contractor will review and become familiar with Provident Hospital's Life, Safety, Emergency and other Policies for each facility and abide by same at all times while performing work on the sites.
- B. Prior to performing any work on at any of the facilities, the Contractor may be required to attend a Safety and Policy seminar. The Contractor will include all of its Superintendents, employees and subcontractor's superintendents and employees in this meeting.

1.8 ACCESS AND ID REQUIREMENTS

- A. Contractor must display required ID badges as specified in the Special Conditions section of the project documents. The failure of the Contractor to do so may result in denial of access to the site. The Contractor will not be granted a time extension for loss of time on the work due to any failure to comply with this requirement.

B. Hospital Access

1. The Hospital Building may not be accessed without the express permission of Provident Hospital.
2. The Contractor will coordinate and request permission for access to the Hospital Building both verbally and in writing, from Provident Hospital or other designated individual as required at least 24-hours in advance of requiring access.
3. The Contractor will copy the Engineer and Cook County on this request. The Contractor will not be granted a time extension for its failure to adequately schedule work and request access in a timely manner.

1.9 COORDINATION AND SCHEDULING OF NUISANCE ACTIVITIES

- A. The Contractor will take all precaution to coordinate all Nuisance Activities at all sites and schedule them accordingly.
- B. The Contractor will regulate all Nuisance Activities per any requirement of the Contract Documents.
- C. The Contractor will cease any work that is disruptive to the business operations of Provident Hospital immediately upon notice from the Hospital. The Contractor will remedy such Nuisance Activity and reschedule said work if required.
- D. The Contractor will not be granted a time extension or additional for any failure to coordinate, monitor or adequately schedule work to comply with this section.

1.10 COORDINATION & SCHEDULING OF WORK IN OCCUPIED AREAS

- A. The Contractor will coordinate with Provident Hospital to schedule work to be performed in all occupied areas.
- B. The Contractor will not perform work in these areas that will in any way interfere with the daily operations of the people using these areas.
- C. The Contractor will phase and coordinate work that affects any occupied areas to minimize down time or other impact on the area. The Contractor will obtain approval from the County for its plan and schedule.
- D. The Contractor will be accompanied by a Provident Hospital staff member during any work within occupied areas.

1.11 OCCUPANCY AND WORK BY OTHERS

- A. Contractor expressly affirms Provident Hospital's right to let other contracts and employ other Contractors in connection with the work. Contractor will afford other Contractors and their workmen reasonable opportunity for introduction and storage of materials and equipment, for execution of their work and will properly connect into and coordinate Contractor's own work with others as may be required and appropriate. Contractor will also incorporate comparable provisions in all its subcontracts relating to above affirmed right of Provident Hospital to let other contracts.

- B. Contractor shall allow other Contractors employed by Provident Hospital on basis of separate contracts to proceed at such times as necessary to install items of work required by the Hospital.
- C. Contractor shall cooperate with other Contractors employed by Provident Hospital and, in addition to other coordination and expediting efforts will coordinate their work by written notices regarding necessity of such work to be done on or before certain dates.

1.12 STAGING AREA

- A. Equipment staging areas will be made available by Provident Hospital for use by Contractor. Space may be limited.
- B. Contractor shall restrict usage to area designated and shall notify Provident Hospital prior to storing of any large equipment which will impose heavy concentrated loading on floor/dock area. Do not store such equipment until approval is received.
- C. All off site storage required, or on-site storage trailers and other means of storage required by the Contractor is at the Contractor's own expense.

1.13 DEBRIS REMOVAL

- A. The Contractor will maintain the site clear of debris caused by the performance of its work and provide enough dumpsters to avoid accumulation of debris on the ground, floors, or other surfaces of the facility.
- B. The Contractor will not allow debris to accumulate such that it causes obstruction to vehicle and pedestrian traffic, emergency entrances, exits, and traffic lanes, or causes potential safety issues.
- C. The Contractor will provide its own dumpsters and service for the removal of debris. The Contractor may not use the dumpsters at the facilities.

1.14 PROTECTION OF LIFE AND PROPERTY

- A. The Contractor will perform all work in such a manner as to avoid damage to all adjacent surfaces, architectural features, building systems, structures, and landscaping. The Contractor will repair any damage caused by the performance of said work. Damaged items will be repaired to their original condition by the Contractor at no cost to the County.
- B. The Contractor will cease any work that is not protected and that may cause a hazard to occupants of the construction site and its environs, immediately upon notice from Provident Hospital. The Contractor will reschedule said work to be performed once the life-safety violation is corrected. The Contractor will not be granted a time extension for any work that must be rescheduled due to its failure to adequately provide the proper protection or adhere to life-safety, and other policies.

END OF SECTION 01012

SECTION 01040
PROJECT COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the contract including General and Special Conditions, and other Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. This project has special requirements regarding the coordination of the Work because of the following:
 - 1. Work is within a hospital complex, requiring compliance with facility security requirements.
 - 2. Contractor must provide complete access by facility staff to mechanical equipment at all times.
- B. The Contractor shall provide all necessary supervision, planning, updated 2 week look-ahead schedules and control to perform the Work and meet the requirements of the Contract Documents.
- C. Related sections:
 - 1. Section 01200 - Project Meetings
- D. The Contractor shall notify Provident Hospital and Facility Manager in writing seventy-two (72) hours in advance of the time when new Work areas or portions of the building are required.

END OF SECTION 01040

SECTION 01045
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including General and Special conditions, and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. Execute cutting, fitting, or patching required to:
1. Install specified Work in existing construction.
 2. Remove and replace defective Work.
 3. Remove and replace Work not conforming to requirements of Contract Documents.
- B. Related requirements specified elsewhere:
1. Section 01010 - Summary of Work
 2. Section 01040 - Project Coordination
- C. Do not alter or damage any previously installed Work by cutting or modifying any part of it without the written consent of the Engineer.

1.3 SUBMITTALS

- A. Prior to cutting which affects the structural safety of the project, or the Work of another Contractor, submit written notice to the Engineer requesting consent to proceed with the cutting, including:
1. Identification of project.
 2. Description of affected Work.
 3. Necessity for cutting.
 4. Affect on other Work and on the structural integrity of the project.
 5. Description of the proposed Work, outlining the following:
 - a. Scope of cutting and patching.
 - b. Contractor and trades to execute the Work.
 - c. Products proposed to be used.
 - d. Extent of refinishing.
 6. Alternatives to cutting and patching.
 7. Designation of party responsible for cost of cutting and patching.
- B. Prior to cutting and patching done on the instruction of Provident Hospital's Representative, submit a cost estimate to the Hospital's Representative.

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including General and Special Conditions, and other Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. The Contractor shall schedule a pre-construction meeting to be held at the site before Work begins. The Contractor shall have at the meeting responsible representatives from Subcontractors who are to perform the Work.
- B. The Contractor shall submit a draft Construction Schedule to the Engineer at this meeting. The Contractor shall describe in detail when each portion of the Work is to be accomplished and Subcontractors shall participate in the discussion. Provident Hospital's representative will serve to interpret the Contract Documents should questions arise. A representative of the Hospital will also be present to discuss the continuous use of the building during the construction schedule.
- C. Any other questions that the Contractor or Subcontractors have about the Work or it's scheduling shall be raised at this meeting.

1.3 PROGRESS MEETING

- A. The purpose of the meeting is to report on the progress of each Subcontractor as compared to the Construction Schedule and to improve upon coordination between Subcontractors if necessary.
- B. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.
 - 1. Attendees: In addition to representatives of Provident Hospital, and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure

commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- 1) Review schedule for next period.
- b. Review present and future needs of each entity present, including the following:
- 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Requests for interpretations (RFIs).
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Hospital staffing requirements, including patient relocations, if applicable.
 - 20) Pending claims and disputes.
 - 21) Documentation of information for payment requests shall include a monthly progress report and photographs of progress completed.
3. Minutes: Record the meeting minutes in writing.
4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

1.4 JOB SITE ADMINISTRATION

- A. The Contractor shall have a project Superintendent at the site at all times when the Work is in progress.

END OF SECTION 01200

SECTION 01380

CONSTRUCTION PHOTOGRAPHS

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.
- B. This section is hereby made a part of all other sections of the Agreement as fully as if repeated in each therein.
- C. All electronic photographs and CDs specified in this section shall become the property of the County.

1.2 SUMMARY

- A. The General Contractor shall submit one (1) set of electronic photographs in .JPG format on CD and two (2)-hardcopy sets of the electronic photographs once a month with payment invoices and monthly progress reports.
- B. The photographs shall be representative of the Work performed during the previous month.
- C. The items of Work to be photographed shall be approved by the Engineer for the project or by the County. The County reserves the right to assign its representative to direct the Contractor to take specific photographs of conditions under construction towards the fulfillment of the requirements specified in this section.
- D. Payment applications for the month will not be processed until the monthly photograph submittal has been made to and approved by the County.
- E. A 'set' of photographs shall be defined to include a minimum of eight different views of building and/or equipment system components being installed.
- F. The photographs shall include:
 - 1. Construction in progress
 - 2. General building system/ equipment system installations
 - 3. Other as specified by County
- G. Format: All photographs shall be submitted in the following format
 - 1. Each set of electronic photographs shall be submitted on a CD
 - 2. Each electronic photograph shall be in .JPG format and shall have a unique identifying electronic index (file) number.
 - 3. Each set of electronic photographs shall include an MS Word document index that provides the following information (see also example at end of this section.)
 - a. Each Index Sheet shall include the following general information at the top of the sheet

- Project Name
 - Contract/document Number
 - Name of Contractor
- b. Each index number on the sheet shall include the following specific information
- Building where photo was taken (if more than one in the project)
 - Location in the Building
 - Photo Description / Component name and direction of the view
 - Date Photo was taken

H. Additional Photographs

1. The Contractor shall provide additional electronic and hardcopy photographs at no additional cost to Cook County if it is necessary to more thoroughly illustrate the scope of the project.
2. The General Contractor shall provide additional electronic and hardcopy photographs at no additional cost to Cook County of any areas that present installation problems or unforeseen conditions and/or as required for a Change Order.

I. Close-Out Photographs

1. The General Contractor shall provide Project Close-Out Photograph Records
2. The Project Close-Out Photographs shall be a compilation of all photographs provided to Cook County during the course of the Work for the project.
3. The formatting for the Project Close-Out Photographs shall be the same specified in Article G of this section.
4. The Contractor shall provide four (4) CDs of the Project Close-Out Photographs and two (2)-hardcopies of same.

PART 2 - PRODUCTS (not used)

PART 3 - EXECUTION

3.1 TECHNIQUE

- A. View must be factual.
- B. Exposure and focus must be clear and correct.
 1. High resolution and sharpness.
 2. Maximum depth-of-field.
 3. Minimum distortion.
- C. Do not include objects having no bearing on, or not belonging to project.

3.2 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate project status or condition of each item.
- B. Take photographs of existing building equipment and conditions on the property in sufficient detail to record accurately its physical conditions.

**PROJECT NAME
CONTRACT/DOCUMENT NUMBER
NAME OF GENERAL CONTRACTOR**

**PROGRESS PHOTOGRAPH INDEX
DATE: XX-XX-XX**

PHOTO #	DATE	LOCATION	DESCRIPTION
06b9872	5-24-01	Oak Forest Hosp: C Bldg. Mech. Room # 3025	View of partial AID cable installation
06b9873	5-25-01	Oak Forest Hosp: A Bldg. East Lobby-North Wall	Completed ACT Panel Installation

SAMPLE INDEX SHEET FOR PHOTOGRAPH SUBMITTALS

END OF SECTION 01380

SECTION 01400
QUALITY CONTROL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A Drawings and general provisions of the contract including General and Special Conditions, and other Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. The Contractor shall give the Work the constant attention which is necessary to facilitate the progress thereof and shall cooperate to the fullest extent with Provident Hospital and Engineer's representatives, with Subcontractors, and with all other agencies and persons currently performing Work on or adjacent to the Work. The Contractor shall at all times have a competent English speaking superintendent as their agent on the Work, who is capable of reading and thoroughly understanding the Drawings and Specifications, and who shall receive instructions from Provident Hospital and the Architect/Engineer or their authorized representatives and shall promptly supply such materials, tools, equipment, and labor as may be required. Such superintendent shall be furnished irrespective of the amount of Work authorized to be sublet.
- B. The Contractor's representative shall keep Provident Hospital and the Engineer informed of the Contractor's planned operations for the following days and notify the Engineer at least seventy-two (72) hours prior to the start of any operation requiring cooperation with others.
- C. The Contractor shall be fully and finally responsible for assuring that the Work performed under the Contract, when completed, conforms to each and every requirement of the Contract Documents. The specific tests and inspections for certain categories of Work that are described later in this Section are not intended to limit the Contractor in carrying on their regular quality control program, as needed to assure such compliance. No failure of testing services to perform adequate inspections or tests or to properly analyze or report results, whether engaged by Provident Hospital or the Contractor, shall relieve the Contractor of responsibility for the quality of Work.
- D. Work performed by the Contractor shall comply with recognized workmanship quality standards within the industry that are applicable to each element of the Work. The Contractor shall assure that each tradesman or installer performing any part of the Work is familiar with the applicable and recognized quality standards for the Work of their trade, is experienced in such Work and capable of furnishing workmanship complying with those standards.
- D. Contractor shall handle, store and protect materials and products for use in the Work, including fabricated components, by methods and means which prevent damage, deterioration or loss (including resulting delays), ensuring the specified results, as the

performance of the Work progresses. Delivery schedules shall be controlled so as to prevent unnecessary long-term storage of materials or products at the site prior to installation.

1.3 INSPECTION

- A. All materials and each part or detail of the Work shall be subject at all times to inspection by Provident Hospital, Engineer and the Contractor will perform the Work according to the Specifications in regard to quality of material, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under the Specifications. The Engineer and/or Provident Hospital shall be allowed access to all parts of the Work, and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- B. The Contractor shall keep the Engineer notified of any planned or contemplated operations sufficiently in advance of operations so that the Engineer may arrange inspection. Such notice shall include the nature and location of the Work planned or contemplated, the date and time of starting and any hours other than the conventional Workday and Working week during which the prosecution of the Work is contemplated. The performance of any Work without such notice to the Engineer and in the absence of inspection or the written waiver thereof, shall, in itself, constitute sufficient grounds for the rejection of such Work. Any expense or cost of removing or uncovering Work performed without notice to the Engineer as herein provided for purposes of making inspection, shall be borne by the Contractor regardless of whether the Work is later determined to be in compliance with the expense.
- C. The Engineer will make a final inspection of Work included in the Contract as soon as reasonably possible after being notified by the Contractor that the Work is completed. The Contractor shall give written notice to the Engineer when the Work is ready for final inspection.
- D. If the Work is not acceptable to the Engineer at the time of such inspection, the Engineer will advise the Contractor in writing as to the particular defects to be remedied before final acceptance. If, within a period of ten (10) days after such notice, the Contractor has not taken steps to expeditiously complete the Work as outlined by the Engineer, Provident Hospital may, without further notice and without in any way impairing the Contract, make such other arrangements as it may deem necessary to have the Work completed in a satisfactory manner through the employment of an independent Contractor selected by the Hospital. The cost of so completing the Work will be deducted from any monies due or which may become due the Contractor. The Engineer will ascertain the date upon which all Work was completed, and promptly after the final inspection and acceptance will certify said date to the Contractor in writing.

1.4 DIMENSIONS

- A. The Contractor shall verify dimensions at the site for built-in Work and for dimensions shown to existing structures or installations. Notify Engineer of any discrepancies, and suspend fabrication or installation of Work adversely affected by such discrepancies until further direction is received from the Architect.

- B. The Contractor shall be responsible for cutting and patching of finished Work or fabricated components necessary to achieve a dimensionally satisfactory installation and fit of the Work.

END OF SECTION 01400

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for limitations on utility interruptions and other work restrictions.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Engineer, permanent or temporary roofing is complete, insulated, and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Provident Hospital, Architect, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Water from Provident Hospital's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- D. Electric Power Service: Electric power from Provident Hospital's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups and staging areas.

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Site Cleanliness: Comply with the City of Chicago Construction Site Cleanliness Ordinance.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Provident Hospital's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Pavement: Comply with Division 2 Section "Cement Concrete Pavement."
- B. Chain-Link Fencing: Minimum 2-inch, 0.148-inch thick, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- (OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top rails.
- C. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch- OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- D. Lumber and Plywood: Comply with APA and AWPI requirements .

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.
- C. Site Temporary Facilities: Comply with applicable requirements of th City of Chicago Site Cleanliness Ordinance.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Provident Hospital, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to municipal system as directed by authorities having jurisdiction.
- C. Water Service: Use of Provident Hospital's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to the Hospital. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Electric Power Service: Use of Provident Hospital's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to the Hospital.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- C. Project Identification and Temporary Signs: Provide Project identification signs. Install signs to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
 1. Provide temporary, directional signs for construction personnel and visitors.
 2. Maintain and touch up signs so they are legible at all times.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 1 Section "Execution Requirements" for progress cleaning requirements.
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 1. Comply with work restrictions specified in Division 1 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

- C. Storm water Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Obtain extended warranty for Provident Hospital. Perform control operations lawfully, using environmentally safe materials.
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around the work area. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction and Provident Hospital for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with the Hospital and the local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Comply with all fire protection regulations and requirements for Provident Hospital.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Termination and Removal: Remove each temporary facility when need for its service has ended, or no later than Substantial Completion. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Provident Hospital reserves right to take possession of Project identification signs.
2. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section "Closeout Procedures."

END OF SECTION 01500

SECTION 01540

SECURITY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including General and Special Conditions, and other Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Comply with site security program required by Provident Hospital.
 - 2. Comply with the supplemental security program specified in this section.
- B. Related Sections include the following:
 - 1. Section 01010 - Summary of Work.
- C. Personnel Identification:
 - 1. Provide identification to each person authorized to enter project premises, showing:
 - a. Personal photograph.
 - b. Name of individual and assigned number.
 - c. Employer's name.
 - d. Maintain a current list of accredited persons; submit copy of list to county or Provident Hospital on request.
 - e. Require that identification be displayed by all persons entering, leaving or on premises.
- D. Exclude improperly identified persons from site.
- E. Provide control of all persons and vehicles entering and leaving project site.
 - 1. Require display of proper identification by each person.
 - 2. Allow no visitors except with issuance of temporary Identification.
 - 3. Maintain log of all visitors.
- E. Provident Hospital will control deliveries and vehicles related to its own operations.
- F. Miscellaneous Restrictions:
 - a. Do not take photographs of any kind except with prior written authorization from the County.
- G. Contractor vehicles will be searched when entering site.

END OF SECTION 01540.

SECTION 01710

CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract including General and Special Conditions, and other Division 1 specification sections, apply to this section.

1.2 SUMMARY

- A. This section includes provisions for safety requirements and cleaning.
- B. Related Sections: Following sections contain requirements that relate to this section:
 - 1. Section 01010 - Summary of Work
 - 2. Section 01040 - Project Coordination
 - 3. Section 01045 - Cutting and Patching
- C. Maintain premises and public areas free from accumulations of waste, debris and rubbish caused by operations.
- D. At the completion of the Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus material, and clean all sight-exposed surfaces. Leave the project clean for occupancy.

1.3 SAFETY REQUIREMENTS

- A. Maintain the project in accordance with applicable safety and insurance standards.
- B. Hazards control:
 - 1. Store volatile wastes in covered metal containers, and remove from the premises daily.
 - 2. Prevent the accumulation of wastes that create hazardous conditions.
 - 3. Provide adequate ventilation during the use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and antipollution laws.
 - 1. Do not burn or bury rubbish and waste materials on the project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.

1.4 SUBMITTALS

- A. Submit a plan for the disposal of wastes to Provident Hospital.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by the cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION

- A. Execute cleaning to ensure that the building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. At reasonable intervals during the progress of the Work, clean the site and public properties, and dispose of waste materials, debris and rubbish.
- C. Provide on-site dump containers for the collection of waste materials, debris and rubbish. Do not use Provident Hospital's dump containers.
- D. Remove waste materials, debris and rubbish from the site and legally dispose of at public or private dumping areas off Provident Hospital's property.
- E. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.

3.2 FINAL CLEANING

- A. Employ experienced workmen for the final cleaning.
- B. In preparation for substantial completion or occupancy, conduct a final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- C. Repair, patch, and touch up marred surfaces to specified finishes, and to match adjacent surfaces.
- D. Remove debris from drains and check that drains are operable.

END OF SECTION 01710

TECHNICAL SPECIFICATIONS

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TECHNICAL SPECIFICATIONS

1. GENERAL

1.1. Description of Work

- 1.1.1. Remove and dispose of one (1) 5,000 gallon underground storage tank (UST) formerly used to store fuel for the Hospital's emergency generators and one (1) 15,000 gallon UST currently in use for the Hospital's boilers and emergency generators. The tanks were installed in 1993 and are of composite double-wall construction. Associated with the tanks is double-wall piping, cathode protection, overfill/spill prevention and electronic inventory management and leak detection.

For the 5,000 gallon UST, tank tightness tests on July 29, 2008 failed, resulting in a notice dated September 3, 2008 from the City of Chicago, Bureau of Fire Prevention to comply with the State of Illinois regulations by abandoning and removing this tank. This tank has been emptied of product and is "out of service." Residual contents (i.e., sludge, water, product, etc.) of this tank have a depth of approximately 8" above inside tank bottom.

The 15,000 gallon UST has been re-piped to service both the boilers and emergency generators. The inventory management system indicates that this tank currently (June 9, 2011) contains approximately 8,350 gallons of fuel oil.

The tanks are located near the Hospital's loading dock near the intersection of South Vincennes Avenue and East 50th Place.

- 1.1.1.1. Work includes but is not necessarily limited to: site preparation; implementation of spill and erosion control measures; removal of tank contents; purging the tanks of combustible and hazardous vapors; hand and mechanized excavation; removal of the tanks, piping, and appurtenances; characterization and disposal/re-use of the tank liquids, sludges, and residues; tanks destruction and disposal.

During the UST replacement, operations of the boilers and emergency generators must not be impeded. Therefore, the scope of work includes the removal and nearby storage of fuel oil and as necessary procedures and equipment to provide fuel to the boilers and emergency generators. Unused fuel shall be returned to the new USTs prior to project completion.

Additionally, if a release has occurred, the work includes assistance to the Hospital's Project Manager for the sampling, analysis, and assessment of the soil and groundwater.

All work shall be sufficiently documented for the preparation and submission of a closure report to the State of Illinois.

- 1.1.2. Secure and install two (2) 10,000 gallon USTs to replace the removed tanks. The tanks shall be of double-walled composite construction. The associated systems shall include double-walled piping, cathode protection, overfill/spill

prevention and electronic inventory management and leak detection. The associated systems shall be fully compatible with and integrated into the existing inventory management and leak detection system. Upgrades to the existing system, if required, shall be part of the scope of work.

- 1.1.3. The Contractor shall be licensed and certified by the State of Illinois, Office of the State Fire Marshal to remove and install USTs.
- 1.1.4. The Contractor shall have visited the Site and examined the existing conditions. Site conditions which could have been clarified during the bidding process shall not be the basis of a change order.
- 1.1.5. The fuel oil storage and supply system(s) of the Hospital also includes two-200 gallon day tanks located on the second floor. Each tank is equipped with a low-level alarm, which are displayed in the Engineer's Office. Currently, the Engineer must manually start the pump(s) to refill these tanks. Automating the refilling procedure is included in this scope of work. Contractor may use existing instruments and the automated system need not be combined and/or integrated into other components of the fuel storage and supply system(s).
- 1.1.6. Concrete surface restoration shall include repairs to concrete, all dock area surfaces, stairs, and ramp, in addition to the concrete cover over the USTs. Should the option to replace the entire north section of the dock area and driveway be exercised, concrete surface restoration of the areas not included in the option is required. (Refer to Sketches 1 and 2 included in the "Special Conditions" section, Exhibit A.)
- 1.1.7. The Contractor shall not interfere with the ongoing operation of the Hospital.

1.2. Submittals

1.2.1. Health and Safety Plan

Contractor shall be provided with a site specific Health and Safety Plan (HSP). All employees who work on-site must have appropriate training, shall have read the HSP, and shall be made aware of the emergency response plans. Personnel must complete and document forty-hours of OSHA-approved health and safety training (HAZWOPER) and current refresher. Contractor's on-site supervisor shall have completed OSHA's additional 8-hour HAZWOPER Supervisor Training.

A copy of the HSP shall be accessible on-site at all times. In the event of an accident/incident, the Contractor shall immediately notify the Hospital's on-site Project Manager. Within five (5) working days of any reportable accident, the Contractor shall submit a complete accident report to the Hospital's on-site Project Manager.

1.2.2. Work Plan and Schedule

No later than two weeks after notice to proceed, Contractor shall update the work plan and schedule (if needed) for review by the Hospital. The Contractor shall

prepare a work plan and schedule at least two weeks in advance of on-site activities to allow the Hospital to minimize deliveries during the on-site activities. This schedule shall include a contingency should a reportable spill be discovered during the removal of the existing UST.

The work plan shall provide for an alternate nearby secured location for the on-site storage trailer for infectious waste. This trailer is replaced on a weekly basis. Daily access by Hospital staff via the dock area to place infectious waste into the trailer shall be provided.

Work plan shall include a drawing showing the location of the USTs and concrete cover. This drawing shall be revised, if needed, to reflect "as-built" conditions. If the option to replace the north portion of the dock area and driveways, the drawing shall show the clean cut perimeter of the area to eliminate the need to remove/replace the existing fencing and gates.

This work plan shall include procedures to ensure that back-up fuel/electricity is available to the Hospital during the construction activities. The emergency generators utilize 100 gal/hr. The two-day tanks are maintained full at 400 gal which is sufficient for four hours. The hospital is required to maintain a 96-hour capability of emergency operation. This equates to (9600-400) 9200 gal. This project will occur during the summer when boiler usage is minimal. The availability of 600 gal is sufficient. Note: On-site storage of 9200 + 600) 9800 gal of fuel oil is not required if a smaller quantity on-site can be replenished to ensure continued operation. The work plan shall include procedures that address issues of concern to the Hospital. At a minimum, the work plan shall address:

- Control of fugitive dusts
- Minimization of vibration impact to Hospital instrumentation
- Work site security.

The work plan shall be approved prior to the start of the on-site activities.

1.2.3. Permits and Notices

The Contractor shall be responsible for obtaining the necessary permits for both the removal and installation of the USTs. Permit costs are to the Contractor's account.

The Contractor shall make appropriate inquiries to other regulatory agencies to determine the necessity of the other permits/notices required. The Contractor shall be responsible for obtaining all identified permits and submitting all identified notices. Permit costs are to the Contractor's account.

1.2.4. Notices

Contractor shall notify the local Chicago Police Precinct and local Chicago Fire Station of the UST construction activities. Contractor shall also notify the appropriate Provident Hospital departments. These notices may be courtesy in nature and not otherwise required by regulation.

1.2.5. Contractor/Personnel Submittals

The Contractor shall document their OSFM license/certification for the removal and installation of UST.

OSHA required training and medical surveillance of workers shall be current and documentation submitted before on-site work commences.

1.3. Regulatory Requirements

- 1.3.1. Perform work in accordance with current version or latest edition of Federal, State and local health, safety, fire, environmental, and transportation regulations. Applicable regulations and standards shall include, but not be limited to, the following:

Code of Federal Regulations (CFR):

29 CFR 1910	OSHA Regulations for General Industry
29 CFR 1926	OSHA Regulations for Construction
40 CFR 136	EPA Regulations on Test Procedures
40 CFR 260-270	EPA Hazardous Waste Regulations
40 CFR 280	EPA Regulations on USTs
40 CFR 112	EPA Regulations on Oil Pollution
49 CFR 100-185	DOT Hazardous Materials Regulations

American Petroleum Institute (API):

Bulletin 1604	Removal and Disposal of Used USTs
Publication 1615	Installation of Underground Petroleum Storage Systems
Publication 1663	UST Removal and UST Installation
Publication 2015	Cleaning Petroleum Storage Tanks

National Fire Protection Association (NFPA):

Standard 30	Flammable and Combustible Liquids Code
Standard 327	Standard Procedure for Cleaning Small Tanks

State of Illinois Rules and Regulations:

41 IAC 170	Storage, Transportation, Sale, and Use of Petroleum and Other Regulated Substances
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2.0 PRODUCTS

- 2.1 Contractor shall supply two (s) 10,000 gallon storage tanks for the storage of fuel for the Hospital's boilers and emergency generators. The tank shall be of double-wall composite construction and suitable for underground installation. Associated with the tanks shall be double-walled piping, cathode protection, overfill/spill prevention and electronic inventory management and leak detection.
- 2.2 Contractor shall supply automatic system for the refilling of the two (2) day tanks located on the second floor of the Hospital. System monitoring of the day tanks shall be in the Engineer's office. Existing equipment may be utilized.
- 2.3 All components shall be new to the extent practical.

3.0 UST REPLACEMENT

3.1 Work Rules and Access

- 3.1.1 Contractor shall review, become familiar with and adhere to the Hospital's Life Safety practices.
- 3.1.2 Contractor shall supply fencing, barriers, monitoring, etc. to secure Site at all times.
- 3.1.3 Infectious wastes are currently removed during the day shift to a vendor-supplied trailer parked at the loading dock. This trailer is replaced weekly. There is no storage area available in the Hospital. Therefore, the daily removal of infectious waste must continue. The Contractor shall provide procedures/access/etc. to enable the infectious waste task to continue unimpeded.
- 3.1.4 The Contractor shall develop a contingency plan should a spill (or other event) be discovered which would extend the on-site timeframe.
- 3.1.5 The Contractor shall ensure that backup utilities (i.e., electricity and/or fuel oil) are available to ensure continued Hospital operations.
- 3.1.6 Contractor shall coordinate its schedule of activities with the Hospital.

3.2 UST Removal

- 3.2.1 Contractor shall secure removal and installation permits and post on-site prior to any on-site activity.
- 3.2.2 All monitoring equipment utilized during removal shall be calibrated and maintained according to manufacturer's specification.
- 3.2.3 Contractor shall establish an exclusion zone within which smoking is prohibited. The use of spark producing/non-explosion proof equipment is prohibited in the vapor hazard area.
- 3.2.4 The tanks' atmosphere and the excavation area shall be regularly monitored with a combustible gas indicator for flammable or combustible vapor concentration until the tanks are removed from both the excavation and the Site. Monitoring the USTs shall be done at three (3) levels in the tank: top, middle and bottom.
- 3.2.5 The Contractor shall monitor each tank to ensure explosive conditions do not exist. Lower explosive limit (LEL) 5% or less, or oxygen 5% or less, shall be attained.
- 3.2.6 Contractor shall remove all liquids from the tank using explosion-proof pumps or hand pumps. When suctioning product out of tanks, plastic pipes shall not be allowed as a suction tube.

- 3.2.7 Useable fuel oil from the 15,000 gallon UST shall be temporarily stored and be timely available if necessary. Fuel oil that has not been used shall be returned to the new USTs prior to project completion.
- 3.2.8 Liquid product/residue removed from the tanks that cannot be used by the Hospital shall be legally re-used, recycled or destroyed. Contractor shall provide applicable documentation.
- 3.2.9 The Contractor shall ensure that representatives from the Chicago Department of Environment (CDOE) and Chicago Fire Department (CFD) are on-site, before any cutting and cleaning operations or tank removal actions can proceed.
- 3.2.10 The Contractor shall clean the tanks for residual liquids, sludges, etc. Removed materials shall be legally disposed and the Contractor shall provide applicable documentation.
- 3.2.11 If entry into a tank is needed for cleaning, the Contractor shall follow the confined space entry protocol of the HSP.
- 3.2.12 Protective equipment for tank cleaning personnel shall be a minimum personal protection of:
- Supplied air with full-face mask;
 - Level B personal protective equipment with body harness and tag line;
 - Protective booties;
 - Continual monitoring of LEL and oxygen during cleaning;
 - Attendant/observer in contact with cleaning personnel at all times;
 - Confined space entry permit to include MSDS sheets;
 - Positive flow of fresh air shall be supplied during the cleaning operations.
- 3.2.13 Vapor freeing shall be done in accordance with API 1604 Section 4.2. When vapor freeing a tank with compressed air or using inert gases under pressure, all devices shall be bonded to the tank and the tank shall be grounded to a separate ground. When using inert gases, the cylinder shall be equipped with a pressure gauge, so that no more than 5 psi can be discharged into the tank during vapor freeing procedures. To ensure and maintain proper grounding and bonding, such connections shall be tested by the Contractor for continuity. This testing shall be done with equipment designed for continuity testing. When vapor freeing of tanks, plastic pipes shall not be allowed as a vent tube on eductors.
- 3.2.14 Contractor shall clean-cut and remove the concrete surface above the tanks for removal.
- 3.2.15 Contractor shall excavate to the top of the tanks, drain and remove all piping except the vent lines. Pipe trenches shall remain open for inspection by the CDOE and CFD. Piping to building should be capped temporarily or permanently sealed as applicable.

- 3.2.16 The Contractor shall excavate around the tanks to prepare for removal. This shall include excavation along one side and one end, from top to bottom. Excavated material shall be segregated and placed on impervious sheeting until potential impacts can be determined. (Note: this material, if appropriate, may be used as backfill.)
- 3.2.17 The Contractor shall utilize equipment with sufficient lifting capacity to lift the tanks from the excavation. The tanks shall be placed on impervious sheeting.
- 3.2.18 The USTs removed from the excavation zone shall be cleaned on-site the day of the removal and removed from the Site within 24 hours.
- 3.2.19 The tanks shall have holes/openings of no less than 3 ft x 3 ft, one on each side or end for cleaning.
- 3.2.20 The cleaned tanks shall be legally recycled or destroyed off-site. The Contractor shall provide appropriate documentation.
- 3.2.21 During the excavation and removal, the Contractor shall inspect the tanks and excavated pit for visual signs of a spill or otherwise impacted soils. Should a leak/spill have occurred, the incident shall promptly be reported to IEMA.
- 3.2.22 Should a spill have occurred (i.e., a reportable incident), the Contractor shall excavate the impacted soil for legal disposal. If the spill is extensive, the Site shall be secured. The Hospital's on-site Project Manager will consult with the Contractor regarding future actions.
- 3.2.23 The Contractor shall assist the Hospital's on-site Project Manager in collecting soil samples. Six samples around each tank, two under the UST and one from each of the four walls shall be collected. Suspect impacted excavated materials shall also be sampled. All samples shall be sent under chain-of-custody procedures to an accredited laboratory for analysis. Laboratory analytical results shall be compared to TACO criteria.

3.3 New UST Installation

3.3.1 Orientation Assessment

- 3.3.1.1 The Contractor shall evaluate the advantages of orientating the new USTs perpendicular to the dock rather than maintaining the parallel orientation. This orientation would allow removal/replacement of one tank without impacting the remaining tank.
- 3.3.1.2 The Contractor shall prepare a brief report on the re-orientation evaluation including the cost and schedule impact.

3.3.2 New UST

- 3.3.2.1 The Contractor shall provide two (2) 10,000 gallon tanks with a UL listing as being jacketed and providing 360 degrees of secondary containment. The USTs will be used to store fuel oil for the boilers and back-up generators and must be constructed of materials compatible for this use.
- 3.3.2.2 The USTs must be installed in accordance to the manufacturer's installation instructions, the latest issue of N.F.P.A., Pamphlet 30 for USTs; the City of Chicago; Illinois Office of the State Fire Marshall; and all other applicable rules and regulations and standards governing UST installations. The Contractor shall read and be familiar with the manufacturer's installation instructions prior to installing the tanks. The Hospital will require the Contractor to provide a completed Certificates of Installation upon completion of the installation.
- 3.3.2.3 The Contractor shall coordinate the delivery of the USTs with the manufacturer. The Contractor should schedule the delivery of the USTs to eliminate/minimize on-site storage.
- 3.3.2.4 The Contractor shall not drop or roll off the USTs off of the delivery truck onto the ground or into the excavation. The lifting hook or hooks provided on the USTs must be used in combination with the proper capacity unloading equipment. The Contractor shall provide qualified personnel and safe, proper unloading of each UST, with specific consideration given to tank weight and reach distance to set the tank into the excavation.
- 3.3.2.5 Upon delivery and prior to setting the USTs in the excavation, the Contractor shall inspect the exterior for damage. If the tank exterior is damaged, the Contractor shall repair the USTs according to the manufacturer's requirements.
- 3.3.2.6 The Contractor must excavate a sufficient amount of material to allow for placement of the UST. A minimum of 18 inches of approved backfill will be required around the tank. Backfill and bedding material must meet all ASTM C-33 requirements. The Contractor shall select clean rounded pea stone or washed crushed gravel with particle size distribution of not less than 1/8 inch or more than 1/2 inch.

3.3.2.7 UST Placement

- 3.3.2.7.1 If the new USTs are placed at the existing UST locations, the USTs shall be set and securely anchored on the existing concrete pad with a minimum of 12 inches of backfill between tank bottom centerline and the concrete pad. The anchor bolts may be re-used, if practical. The Contractor shall submit a plan of

anchoring the new UST to the existing pad and for the installation of additional anchor bolts as needed. The plan must be approved in writing prior to proceeding.

3.3.2.7.2 Should the tanks be placed in the existing linear orientation, separate the tanks to the extent possible.

3.3.2.7.3 If the new USTs are to be re-orientated perpendicular to the dock, the Contractor shall submit a design for anchoring the USTs. Incorporation of the existing concrete pad may be utilized. The plan must be approved in writing prior to proceeding.

3.3.2.8 After the USTs have been set on the gravel bed and properly anchored, the Contractor may begin backfilling around the USTs. The backfill material will be the same as that specified in Paragraph 3.2.2.6. The Contractor shall place even 12 inch lifts of backfill around the USTs until the material has reached 1/3 the diameter of the USTs. During this portion of backfilling, the Contractor must ensure that there are no voids in the backfill by using probe(s) to penetrate the material and fill any voids around the USTs. The remaining backfill shall be placed evenly around the sides and ends of the USTs so that both USTs do not become displaced from the position they were set.

3.3.2.9 Once the USTs have been backfilled to the top and prior to initiating any piping work, the USTs shall be air tested in accordance to the manufacturer's recommendations for one hour each in the presence of the Hospital's on-site Project Manager and required regulatory personnel. The USTs shall also be tested in accordance with all regulatory requirements. No testing will be accepted unless it is observed and acknowledged in writing by either the Hospital's on-site Project Manager or regulatory personnel.

3.3.2.10 When the UST installation is complete, including the installation of all associated piping and materials, the UST system shall be precision tested with a precision testing method approved by the USEPA, IEPA, Illinois State Fire Marshal, and the City of Chicago. The results of the tests shall be documented and certified by the tank testing contractor and submitted to the Hospital. Both UST systems must pass the tank tightness test prior to final backfilling and placement of concrete over the USTs and piping.

3.3.3 UST Piping

3.3.3.1 Piping, valves, fitting, and related components must be fabricated from suitable materials which have adequate strength and durability to withstand operating pressure and exposure to which they are subjected. Piping must be installed in accordance with acceptable practices, regulations and codes in a manner to avoid

damage during installation. Materials must be compatible with the fuel oil and must be installed per the manufacturer's recommendations.

- 3.3.3.2 The fuel oil supply and return lines shall be UL listed ASTM 53, Schedule 40 black and iron pipe. Fittings shall be class 150 black malleable iron and approved for use with fuel oil.
- 3.3.3.3 The fuel oil pipe lines shall be double contained with all the fittings and accessories required for a complete installation. The containment shall be installed such that complete containment of the primary piping from the tank sumps to inside the building is achieved with the fuel oil supply. The double containment piping shall allow for complete inspection of all primary piping and fittings during testing and before the double containment is sealed and tested.
- 3.3.3.4 All the vent lines shall be UL listed, corrosion resistant, and cathodically protected material. All pipe, fittings, and adhesives shall be compatible with fuel oil.
- 3.3.3.5 The location and elevations of the piping and fittings will be based on the Contractor's Drawings and agreed upon by the Hospital. The Contractor will be responsible for installing all piping and fittings such that they are located in an efficient manner to minimize the potential for leakage. The Contractor shall install swing joints in all steel piping when there are vertical or horizontal changes in direction to minimize stress that can occur due to settlement. All piping configurations, locations, and elevations will be subject to approval by the Hospital.

3.3.4 Leak Detection/Inventory Control

- 3.3.4.1 The existing monitoring console is a Veeder Root 350 Model 847090-022 with an integral printer located in the Engineer's office. The system has been maintained and services both of the existing USTs. The Contractor shall evaluate the system and determine if the new UST's components can be integrated into the existing system or a new/updated system servicing both USTs is required. In either case, the Contractor shall furnish all additional materials and fittings and electrical materials and work required for a complete installation of the new or existing monitoring console in accordance with the manufacturer's specifications, NFPA, NEMA, and UL standards and all Federal, State and local rules and regulations. The monitoring console shall be located in the Engineer's office in the same location as the existing console. The Contractor shall be allowed to reuse the existing electrical conduit from the Engineer's office to the USTs if the piping is in satisfactory condition, in compliance with applicable codes and acceptable to the manufacturer of the new monitoring system and

the Hospital. The Contractor shall be responsible for all costs associated with replacing the conduit if required.

3.3.4.2 The existing in-tank monitoring probes in both USTs are Veeder Root Digital Sensing Probes. The Contractor shall provide new probes of the latest design that provides for the best accuracy and detection. The selected probes shall be sized according to the inside diameter (ID) of the USTs and compatible with fuel oil. The Contractor shall furnish all additional materials, fittings, and electrical materials and work required for a complete installation in accordance with the manufacturer's specifications, NFPA, NEMA, and UL standards and all Federal, State and local rules and regulations.

3.3.4.3 The Contractor shall supply interstitial sensors to monitor the annular space of the USTs and the piping sumps. The Contractor shall supply all additional fittings materials and electrical materials and work required for a complete installation in accordance with the manufacturer's specifications, NFPA, NEMA, and UL standards and all Federal, State and local rules and regulations.

3.3.5 Piping Sump

3.3.5.1 The existing piping sump is Environ Products, Inc. Polyite Sump Model PTS 3642. The Contractor shall supply a new piping sumps complete with cover and water tight seals. The Contractor shall also supply manway adapter kits for the sumps and USTs and entry boots to provide leak tight seals between the piping and the sumps. Installation of the sumps and associated components shall be installed in accordance with the manufacturer's specifications, applicable standards and all Federal, State and local rules and regulations.

3.3.6 Spill Containment/Overfill Protection

3.3.6.1 The Contractor shall provide spill containment and overfill prevention for the USTs. The existing USTs have a spill containment manholes Model SCM-5 from Fairfield Industries, Inc. The overfill prevention system shall consist of a vent valve assembly and a ball float vent valve to prevent tank overfills during product delivery. The model and sizing of these systems shall be appropriate for the new USTs. The Contractor shall also furnish all necessary piping, fittings, caps and extractor wrench. The installation shall be in accordance with manufacturer's specifications.

3.3.7 Fill Pipe – The Contractor shall supply the necessary fill pipe accessories for the USTs. This shall include a drop tube, fill cap, and fill adapter. The Contractor shall install the fill pipes in accordance with manufacturer's specifications.

- 3.3.8 Vent Caps – The Contractor shall supply and install properly designed and sized vent caps.
- 3.3.9 Manholes – The Contractor shall supply all the manholes required to gain access to monitoring equipment, piping, and extractor fittings located on top of the USTs. All manholes shall be water tight equipped with rubber gaskets and bolt down covers. Manholes shall be suitable to support vehicular loads of the dock area.
- 3.3.10 The contractor shall supply all other accessories and materials not specifically mentioned or detailed in these specifications required for a complete installation in accordance with all applicable Federal, State and local rules and regulations and all applicable industry codes, requirements, guidelines, and recommended practices. The Contractor shall provide all the proper types, models and sizes of piping and materials mentioned in these specifications. If the size, type, model or location is not included in these specifications, the Contractor shall supply those types of materials at sizes and locations that provide a complete and efficient installation. If the materials specified are not in compliance with applicable rules, regulations, codes, guidelines or recommended practices, the Contractor shall notify the Hospital and shall provide compliant substitutions at no additional cost to the Hospital.

3.4 Concrete Surface Restoration

- 3.4.1 The Contractor shall resurface the area of the dock and driveway apron to the street with a minimum of 12 inches of reinforced Portland cement concrete. The work shall consist of preparation of existing concrete edges that will be used to border the area to be resurfaced, preparation of subgrade, installation of reinforcing bars, and placement of Portland cement concrete. The work shall be conducted in accordance with the applicable sections of IDOT “Standard Specifications of Road and Bridge Construction”, adopted January 1, 2007 and IDOT’s most recent update of “Supplemental Specifications and Recurring Special Provisions”.
 - 3.4.1.1 Portland cement shall be Type I in accordance with ASTM C 150, “Specifications for Portland Cement”. Aggregates shall meet requirements to ASTM C33 “Standard Specifications for Concrete Aggregates”.
 - 3.4.1.2 The concrete shall include steel reinforcement as specified in IDOT Section 508 and other applicable sections. The reinforcing steel shall be No. 5 and conform to IDOT Section 508.
 - 3.4.1.3 The existing concrete bordering the area requiring resurfacing shall consist of transverse saw cuts outlining the pavement area that are straight and perpendicular to the opposite side. No irregular cuts or angles in the existing concrete will be permitted.

3.4.1.4 The concrete shall be in accordance with IDOT Section 421. Curing and protection of concrete shall meet the requirements of IDOT Section 1020.

4.0 DAY TANKS' AUTOMATION

- 4.1 Contractor shall evaluate the existing instrumentation/controls for the two-200 gallon day tanks located on the second floor of the Hospital and in the Engineer's office.
- 4.2 Contractor shall develop a system for automating the refilling of these day tanks. The system may utilize existing equipment to the extent practical. System status shall be monitored in the Engineer's office.
- 4.3 Contractor shall procure, install and test the automated system. Manuals and training shall be provided.

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Bid Document No. 11-53-021 REBID

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: UNDERGROUND STORAGE TANK REMOVAL AND REPLACEMENT AT PROVIDENT HOSPITAL

BID DOCUMENT NUMBER: 11-53-021 RB BID OPENING DATE: NOVEMBER 14, 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: N/A of: ATLANTA GA
BANK CITY STATE

Draft or Check Number: — Dated: 11-14-11

Amount: \$ 3,800.00

Submitted by: METRO TANK & Pump Company
BIDDER'S NAME

1111 W. Dundee Rd
STREET ADDRESS

Wheeling IL 60090-3936
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: _____



THE AMERICAN INSTITUTE OF ARCHITECTS

ALA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Metro Environmental Contractors, Inc. dba Metro Tank & Pump Company
1111 W. Dundee Road
Wheeling, IL 60090

as Principal, hereinafter called the Principal, and **Companion Property and Casualty Insurance Company, 1301 Hightower Trail, Suite 210, Atlanta, GA 30350** a corporation duly organized under the laws of the State of **South Carolina** as Surety, hereinafter called the Surety, are held and firmly bound unto

Cook County Office of Capital Planning & Policy
69 W. Washington, Ste 3000
Chicago, IL 60602

as Obligee, hereinafter called the Obligee, in the sum of **ONE PERCENT OF AMOUNT BID – PENAL SUM NOT TO EXCEED THREE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS (1% not to exceed \$3,800.00)**

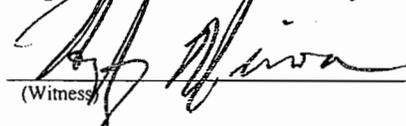
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the *Principal* has *submitted* a bid for

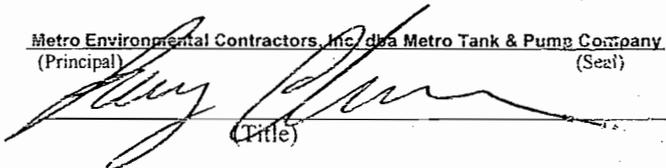
Underground Storage Tank Removal and Replacement at Provident Hospital #11-53-021 RB

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall *pay* to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **14th** day of **November**, 2011.



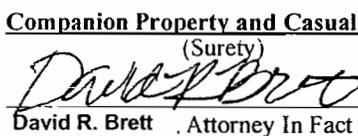
(Witness)

Metro Environmental Contractors, Inc. dba Metro Tank & Pump Company
(Principal)  (Seal)

(Title)



(Witness)

Companion Property and Casualty Insurance Company
(Surety)


David R. Brett . Attorney In Fact

AIA CAUTION: You should sign an original AIA document which has this caution printed in red
An original assures that changes will not be obscured as may occur when documents are reproduced
WARNING: Unlicensed photocopying violates U.S. copyright law, and is subject to legal prosecution.

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

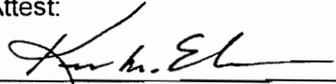
Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Julie Klinner of Birmingham, Alabama; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

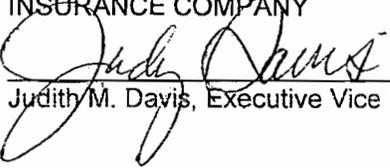
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 4th day of AUGUST, 2011.

Attest:


Kevin M. Elmore, Assistant Vice President

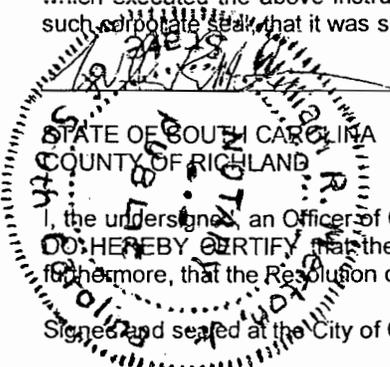
COMPANION PROPERTY AND CASUALTY
INSURANCE COMPANY
By: 

Judith M. Davis, Executive Vice President

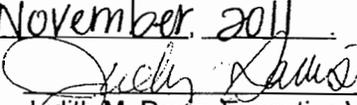
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 6th day of AUGUST, 2011, before me personally came Judith M. Davis to me known, who being by me duly sworn, did depose and say that she resides in Columbia, in the County of Richland, State of SC, at Columbia; that she is the Executive Vice President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed and that she signed her name thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: MAY 25, 2015



I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, for the more, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 14th day of November, 2011


Judith M. Davis, Executive Vice President

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, Metro Environmental Contractors, Inc.
dba Metro Tank and Pump Company
as principal, _____

Companion Property and Casualty Insurance Company as surety, are

held and firmly bound unto The County of Cook in the penal sum of
Three Hundred Fifty Seven Thousand Six Hundred Ninety One and 00/100 Dollars (\$ 357,691.00*****),

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

Signed sealed, and delivered this 10th day of April, 20 12.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the
above bounden principal entered into a certain contract with The County of Cook,

Bearing date the 9th day of April, 20 12, for _____

Contract No. 11-53-021 Rebid Underground Tank Removal and Replacement Project at Provident Hospital

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.

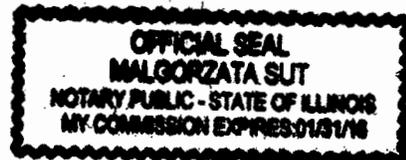
Metro Environmental Contractors, Inc. dba Metro Tank and Pump Company
PRINCIPAL/CONTRACTOR
By: [Signature] PRESIDENT [Signature] SECRETARY
SEAL

Companion Property and Casualty Insurance Company
SURETY
By: [Signature] SURETY/ATTORNEY-IN-FACT David R. Brett
(ATTACH POWER OF ATTORNEY) 001979 AMB# 12157 NAIC#

Approved as to form:

By _____
ASSISTANT STATE'S ATTORNEY

Malgorzata Sut 04/09/2012



COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)

51 Clemson Road

Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Julie Klinner of Birmingham, Alabama; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 4th day of AUGUST, 2011.

Attest:

[Signature]
Kevin M. Elmore, Assistant Vice President

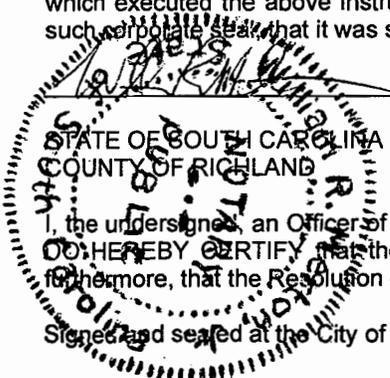
COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

By: [Signature]
Judith M. Davis, Executive Vice President

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 6th day of August, 2011, before me personally came Judith M. Davis to me known, who being by me duly sworn, did depose and say that she resides in Columbia, in the County of Richland, State of SC, at Columbia; that she is the Executive Vice President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that she signed her name thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: MAY 25, 2015



I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 10th day of APRIL, 2012.

[Signature]
Judith M. Davis, Executive Vice President

Number 34065
Bond# 0012006



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AI

DATE (MM/DD/YYYY)

04/10/12

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

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

PRODUCER Hallberg Commercial Insurors 120 W. 22nd Street Ste. 200 Oak Brook, IL 60523 James P. Hallberg	630-574-2022	CONTACT NAME:	
	630-574-2036	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	METR-01
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Metro Environmental Contractors, Inc. DBA: Metro Tank & Pump Company 1111 W. Dundee Road Wheeling, IL 60090-3936	INSURER A : Everest Insurance		
	INSURER B : Indiana Insurance		
	INSURER C : National Union Fire Ins. Co PA		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	EF4ML02454-121	03/02/12	03/02/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	X		BA8835440	03/02/12	03/02/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS	\$						
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EF4CU00416-121	03/02/12	03/02/13	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	1647677	10/27/11	10/27/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

JOB: Contract No. 11-53-021 Rebid Underground Storage Tank Removal & Replacement Project at Provident Hospital

See attached for additional insured and coverage information...

CERTIFICATE HOLDER	CANCELLATION
COOK-07	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Cook County Office of the Cheif Procurement Officer Attn: Kevin Casey 118 North Clark Steet Rm 1018 Chicago, IL 60602	AUTHORIZED REPRESENTATIVE James P. Hallberg

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NOTEPAD:

HOLDER CODE **COOK-07**
INSURED'S NAME **Metro Environmental**

METR-01
OP ID: AI

PAGE 2
DATE **04/10/12**

Professional Liab is Claims Made: Retroactive 3/2/99. \$2,500 Ded. applies to General Liab, Pollution Liab, & Professional Liab. General Liab, Auto Liab, & Employers Liab are follow form of the Excess Liability Coverage..

It is agreed that The County of Cook, Illinois; its Commissioners, Officials, & Employees; & Delta Engineering Group, LLC and its providers are added as additional insured on the general liability and auto liability coverage. A waiver of subrogation applies for the additional insureds on the general liability and workers compensation policies.

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 (MBE/WBE)

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

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)
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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

INDEX

PROPOSAL EXECUTION FORMS

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PROPOSAL

CONTRACT FOR WORK

CONTRACT DOCUMENT NO. 11-53-021
REBID

FOR PROJECT: UNDERGROUND STORAGE TANKS REMOVAL & REPLACEMENT AT PROVIDENT HOSPITAL
AT: PROVIDENT HOSPITAL
500 E. 51ST STREET
CHICAGO, ILLINOIS

Proposal Submitted by:

METRO TANK & Pump Company
1111 W. Dundee Rd.
Wheeling, IL 60090-3936

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:

UNDERGROUND STORAGE TANKS AND REMOVAL & REPLACEMENT PROJECT

The Work is located at:
PROVIDENT HOSPITAL
500 EAST 51ST STREET
CHICAGO, ILLINOIS

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:

Three hundred fifty seven thousand six hundred
ninety one ⁰⁰/₁₀₀ DOLLARS (\$ 357,691.⁰⁰)
SPECIFY AMOUNT IN WRITING AND NUMBERS

BID DUE DATE

Bids are to be received no later than 10:00 AM on NOVEMBER 14, 2011
in the box in, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No. 1 ONE Date: 11-1-11
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

BID DEPOSIT

The Bid Deposit in the amount of: Three thousand eight hundred
00
00 DOLLARS (\$ 3,800.00)

is enclosed herewith in accordance with County requirements.

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

120 CALENDAR DAYS.

Time Is Of The Essence Of This Contract

JAN 20 2012

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:

PROJECT: UNDERGROUND STORAGE TANKS REMOVAL AND REPLACEMENT PROJECT AT PROVIDENT HOSPITAL DOCUMENT NO: 11-53-021 - REBID

DESCRIPTION	COSTS
I. BASE BID	
A. Bond	\$ <u>12,000</u>
B. Conditions of the Contract	\$ <u>9,691</u>
C. Mobilization	\$ <u>25,000</u>
D. Construction <i>(includes all warranties and guarantees)</i>	\$ <u>47,000</u>
D.1 Excavation, Tank Removal and Disposal (\$ <u>50,000</u>)	
D.2 New UST F.O.B. Site (\$ <u>49,000</u>)	
D.3 UST Installation (\$ <u>85,000</u>)	
D.4 Backfill and Site Restoration (\$ <u>60,000</u>)	
D.5 Instrument & Tank Certification (\$ <u>20,000</u>)	
II. OPTION	
A. Replace Concrete Surface of Dock Area from Edge of Boiler Room North to Street	\$ <u>NO BID</u>
TOTAL BASE BID	\$ <u>357,691</u>

TOTAL AMOUNT SHOWN FOR BASE BID SHALL EQUAL THE BASE BID SUM INDICATED ON PE-1

PRE-BID FIELD INSPECTION

INSPECTION DATE 10-25-11

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.

Larry Chernee
NAME

[Signature]
SIGNATURE

President
OFFICIAL CAPACITY

METRO TANK & Pump Company
COMPANY NAME

847-465-4000
TELEPHONE NUMBER

NOTE: This form must be filled in completely and returned with Bid or the Bid may be rejected.

INSPECTION CONFIRMED BY:

[Signature]

10-25-11
DATE

4. He certifies that:

- (a) the legal name and the business address of the undersigned are: METRO TANK & Pump Company
1111 W. Dundee Rd, Wheeling, IL
60090
- (b) The undersigned is (check one):

_____ Sole Proprietorship
X Partnership
X Corporation
_____ Other Organization (Describe)

- (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
<u>Larry Cherner</u>	<u>President</u>	<u>39 CHESNUT TERRACE, Buffalo Grove, IL</u> <u>60089</u>

- (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
<u>NONE</u>		

- (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
<u>NONE</u>		

CONTRACTOR: METRO TANK & Pump Company, Larry Cherner
SIGNATURE: [Signature]
DATE: 11-11-11

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 Companion Property and Casualty Insurance Company
(SURETY COMPANY)

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

bid/contract 11-53-021 RB to Metro Environmental Contractors, Inc. dba Metro Tank & Pump Company
(NUMBER) (BIDDER)

The penalty of this bond is to be \$380,000.00 (Three Hundred Eighty Thousand and 00/100 Dollars)
(TOTAL DOLLAR AMOUNT OF CONTRACT)

Companion Property and Casualty Insurance Company

David R. Brett
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

David R. Brett
(ATTORNEY-IN FACT)

001979 12157
AMB # NAIC #

SURETY
CORPORATE
SEAL

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Julie Klinner of Birmingham, Alabama; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 4th day of AUGUST, 2011.

Attest:

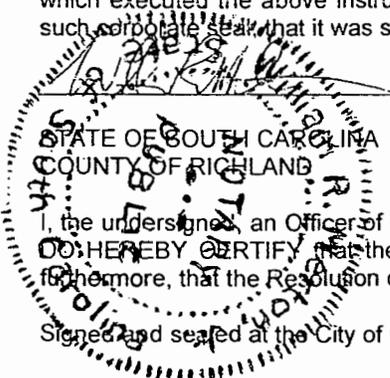
Kevin M. Elmore, Assistant Vice President

COMPANION PROPERTY AND CASUALTY
INSURANCE COMPANY
By: 
Judith M. Davis, Executive Vice President

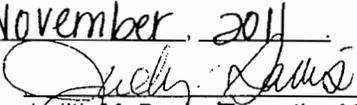
STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 6th day of August, 2011, before me personally came Judith M. Davis to me known, who being by me duly sworn, did depose and say that she resides in Columbia, in the County of Richland, State of SC, at Columbia; that she is the Executive Vice President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed and that she signed her name thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: MAY 25, 2015



I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 14th day of November, 2011.

Judith M. Davis, Executive Vice President

MBE/WBE Utilization Plan

Have the MBE and WBE Project Specific Goals been met as stated in the bid documents?
 Yes XXX 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: Barrera Construction, Inc.

Contact Person: Jose Barrera Title: President

Address: PO Box 88417, Carol Stream, IL

E mail: mirbaker@sbcglobal.net Telephone No: 630-293-8702

Amount of Subcontract: \$ 19,000 Estimate

Percentage of the total base bid: 5.5 %

Description of the work: New Concrete pad

Name of MBE/WBE Subcontractor/Supplier: Tecnica Environmental

Contact Person: Sergio Munoz Title: President

Address: 1612 W. Fulton St, Chicago, IL

E mail: smunoz@tecnicaenviro.com Telephone No: 312-243-0077

Amount of Subcontract: \$ 71,000 (estimate)

Percentage of the total base bid: 19.5 %

Description of the work: tank removal, hauling of spoils, excavation, tank unloading and setting, transportation of new backfill.

MBE/WBE Utilization Plan

Have the MBE and WBE Project Specific Goals been met as stated in the bid documents?

Yes XXX 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: Driven Fence, Inc.
Contact Person: Sherie Maggio Title: President
Address: 2000 Ruby, Melrose Park
E mail: info@drivenfence.com Telephone No: 708-356-1322
Amount of Subcontract: \$ 2,000 estimate
Percentage of the total base bid: .5 %
Description of the work: Temporary fence

Name of MBE/WBE Subcontractor/Supplier: Jaymor Electric, Inc.
Contact Person: Maureen Jung Title: President
Address: 500 Park Ave, Lake Villa, IL
E mail: mzyskowski@jaymorelectric.com Telephone No: 847-245-7300 ext. 15
Amount of Subcontract: \$ 17,500 estimate
Percentage of the total base bid: 5 %
Description of the work: electric

Disclosure of Other Non-Certified Subcontractors/Suppliers
(Please duplicate as needed)

Name of non-certified Subcontractor/Supplier: Modern Welding
Contact Person: Chris Stewart Title: Sales Associate / Tank Manager
Address: 2818 Mt. Pleasant Rd, Burlington, Iowa
E mail: cstewart@modweldco.com Telephone No: (319)754-6577
Amount of Subcontract: \$ 20,000 (estimate)
Percentage of the total base bid: 5 %
Description of the work: supplier of tanks
Reason MBE or WBE was not used: Could not find certified mbe/wbe supplier/manufacturer.

Name of non-certified Subcontractor/Supplier: Source North America
Contact Person: keith Barnett Title: Sales Associate
Address: 510 S. westgate Ave, Addison, IL
E mail: kbarnett@sourcena.com Telephone No: 888-475-1498
Amount of Subcontract: \$ 20,000 (estimate)
Percentage of the total base bid: 5 %
Description of the work: supplier of tank top equipment and fittings.
Reason MBE or WBE was not used: could not find certified mbe/wbe supplier.

Name of non-certified Subcontractor/Supplier: Vulcan Materials
Contact Person: Lori Jermyn Title: Sales Associate
Address: 1000 E. Warrenville Rd, Ste. 100, Naperville, IL
E mail: _____ Telephone No: 630-955-8506
Amount of Subcontract: \$ 12,000
Percentage of the total base bid: 3-4 %
Description of the work: Supplier of pea gravel backfill
Reason MBE or WBE was not used: could not find certified mbe/wbe supplier.

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: WALSH Long
Contact Person: MARION Long Title: President
Address: 25 S. WASHINGTON ST, STE 200 NAPERVILLE, IL
E mail: mlong@walshlong.com Telephone No: 630-527-7933
Date of contact: 11-9-11 Method of contact: Phone - EMAIL
Scope of work solicited: TANK SALE

Reason agreement was not reached: DOES NOT SELL COMPOSITE TANKS

Name of MBE/WBE Subcontractor/Supplier: LUISE inc.
Contact Person: JDE Title: ESTIMATOR
Address: 1346 HANNAH AVE, FOREST PARK, IL
E mail: LUISEinc@sbcglobal.net Telephone No: 708-615-0755
Date of contact: 11-9-11 Method of contact: PHONE - EMAIL
Scope of work solicited: TRUCKING & BACKFILL

Reason agreement was not reached: Did NOT submit quot in time; will still get #.

Name of MBE/WBE Subcontractor/Supplier: _____
Contact Person: N/A 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: Underground Storage Tank Removal & Replacement Contract Number: 11-53-021 REBID
Prime proposer: METRO TANK & Pump Company
Address: 1111 W. Dundee Rd Wheeling IL 60053
Telephone: 817-465-4000 Fax: 817-465-1864 e mail: info@metrotank.com
Proposed contract amount \$: 357,691

Proposed subcontract amount \$: 19,000 ESTIMATE

Type of agreement: lump sum hourly rate unit price

MBE/WBE subcontractor or supplier: Barrera Construction, Inc
Address: P.O. Box 88417 Carol Stream IL 60186
Telephone: 630-293-8702 Fax: 630-293-8704 e mail: Sales@BarreraConstruction.com

Work to be performed by MBE/WBE:
PEC Flatwork 8"

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:
METRO TANK & Pump Co.
Name of Firm
By: [Signature]
Signature
Larry Chernee
Print Name
President
Title
11-11-11
Date

MBE/WBE
Barrera Construction Inc
Name of Firm
By: [Signature]
Signature
Jose L. Barrera
Print Name
President
Title
11-11-2011
Date

STATE OF IL

COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the 11th day of November, 2011.

Marla Cherner

Notary Public

marla cherner
Printed Name of Notary



STATE OF IL

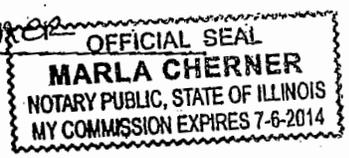
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the 11th day of NOVEMBER, 2011.

Marla Cherner

Notary Public

marla cherner
Printed Name of Notary





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Jose L. Barrera
Barrera Construction, Inc.
P. O. Box 88417
Carol Stream, IL 60188

Annual No Change Affidavit Due:

October 1, 2011

Dear Jose L. Barrera:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until October 1, 2012.

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

This new process will begin in 2011. As such, your firm's next No-Change Affidavit is due by **October 1, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **August 2, 2011**.

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 if you fail to

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

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

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

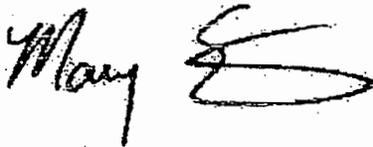
Barrera Construction, Inc. is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Site Concrete Work; Curb & Gutter, Sidewalk, Pavement, Pavement Patching.

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

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

Sincerely,

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

Mary Elliott
Acting Managing Deputy



March 20, 2007

Jose Barrera, President
Barrera Construction, Inc.
238 Red Oak Court
West Chicago, Illinois 60185

City of Chicago
Richard M. Daley, Mayor

Department of
Procurement Services

Barbara A. Lumpkin
Chief Procurement Officer

City Hall, Room 403
121 North LaSalle Street
Chicago, Illinois 60602
(312) 744-4900
(312) 744-2949 (TTY)
<http://www.cityofchicago.org>

Annual Certificate Expires: October 1, 2008
Vendor Number: 1008770

Dear Mr. Barrera:

We are pleased to inform you that **Barrera Construction, Inc.** has been certified as a **MBE** by the City of Chicago. This **MBE** certification is valid until **October 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by **October 1, 2008.**

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days** prior to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. **Please note that you must include a copy of your most current Federal Corporate Tax Return.** You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence action to remove your firm's eligibility if you fail to notify us of any changes of facts affecting your firm's certification or if your firm otherwise fails to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

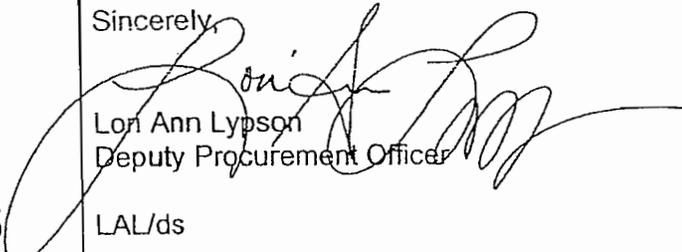
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

Site Concrete Work; Curb and Gutter, Sidewalk Pavement; Pavement Patching

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

Thank you for your continued interest in the City's Minority and Women Business Enterprise Programs.

Sincerely,


Lori Ann Lypson
Deputy Procurement Officer

LAL/ds



IL UCP HOST:METRA



COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

Contract Title: TANK Replacement
Provident Hospital Contract Number: 11-53-021 RE-BID
Prime proposer: METRO TANK & Pump Company
Address: 1111 W. Dundee Rd.
Street City State Zip Code
Telephone: 847-465-4000 Fax: 847-465-1864 e mail: info@metrotank.com
Proposed contract amount \$: \$357,691.00
Proposed subcontract amount \$: 71,000.00

Type of agreement: lump sum hourly rate unit price

MBE/WBE subcontractor or supplier: TECNICA ENVIRONMENTAL SERVICES, INC.
Address: 16 W 066 JEANS ROAD LEMONT ILLINOIS 60439
Street City State Zip Code
Telephone: 630-655-9455 Fax: 630-655-3138 e mail: gkleine@tecnicaenviro.com

Work to be performed by MBE/WBE:
TANK REMOVAL, HAULING OF SOILS, EXCAVATION,
UNLOADING & SETTING OF NEW LISTS, TRANSPORTATION OF NEW BACKFILL

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:
METRO TANK & Pump Company
Name of Firm

By: [Signature]
Signature
LARRY CHERNER
Print Name

President
Title

3/28/2012
Date

MBE/WBE
TECNICA ENVIRONMENTAL SERVICES, INC.
Name of Firm

By: [Signature]
Signature
GARY G. KLEIN
Print Name

SENIOR PROJECT MANAGER
Title

MARCH 28, 2012
Date

STATE OF Illinois
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the 28 day of March, 20 12.

Malgorzata Sut
Notary Public

Malgorzata Sut
Printed Name of Notary



STATE OF ILLINOIS
COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me
on the 28th day of March, 20 12.

Maria Salgado
Notary Public

Maria Salgado
Printed Name of Notary





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Sergio Munoz
Tecnica Environmental
1612 W. Fulton Street
Chicago, IL 60612

Annual No Change Affidavit Due:

September 2, 2011

Dear Sergio Munoz:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until September 2, 2014.

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

This new process will begin in 2011. As such, your firm's next No Change Affidavit is due by **September 2, 2011**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by **July 4, 2011**.

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 if you fail to

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

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

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

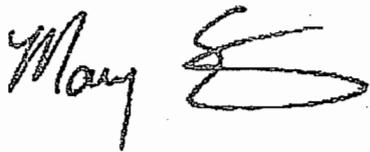
Tecnica Environmental is listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

;Asbestos Consulting;Lead and Asbestos Inspection Services;Insulation and Asbestos Installation, Maintenance, Repair and Removal Services (Includes Inspection and Monitoring);Lead Abatement Services;;Demolition Services;Tank Testing Services, Storage (Inc

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

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

Sincerely,

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

Mary Elliott
Acting Managing Deputy

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

Contract Title: Tank Replacement - Provident Hospital Contract Number: 11-53-021 Re-Bid
Prime proposer: METRO TANK & Pump Company
Address: 1111 W. Dundee Rd Wheeling IL 60090
Street City State Zip Code
Telephone: 817-465-4000 Fax: 817-465-1864 e mail: info@metrotank.com
Proposed contract amount \$: 357,691
Proposed subcontract amount \$: 2,000.00

Type of agreement: lump sum hourly rate unit price

MBE/WBE subcontractor or supplier: Driven Fence, Inc.
Address: 2000 Ruby Melrose Park IL 60160
Street City State Zip Code
Telephone: (708) 356-1322 Fax: (708) 356-1323 e mail: info@drivenfence.com

Work to be performed by MBE/WBE: Temporary fencing installation

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:	MBE/WBE
<u>METRO TANK & Pump Company</u>	<u>Driven Fence, Inc.</u>
<small>Name of Firm</small>	<small>Name of Firm</small>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
<small>Signature</small>	<small>Signature</small>
<u>LARRY Cherner</u>	<u>Sherce Haggid</u>
<small>Print Name</small>	<small>Print Name</small>
<u>President</u>	<u>President</u>
<small>Title</small>	<small>Title</small>
<u>3/19/2012</u>	<u>3/14/12</u>
<small>Date</small>	<small>Date</small>

STATE OF ILLINOIS
COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me
on the 19 day of MARCH, 20 12

malgorzata sut
Notary Public

malgorzata sut
Printed Name of Notary

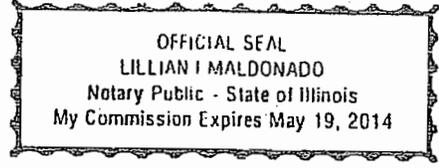


STATE OF Illinois
COUNTY OF COOL

SUBSCRIBED AND SWORN TO before me
on the 19 day of March, 20 12

Lillian I. Maldonado
Notary Public

Lillian I. Maldonado
Printed Name of Notary



Business Enterprises in the specialty area(s) of:

FENCE INSTALLATION SERVICES

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

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

Sincerely,

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

Karen Patterson
Deputy Director

Business Enterprises in the specialty area(s) of:

FENCE INSTALLATION SERVICES

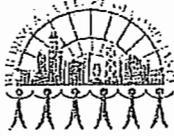
Your firm's participation on City contracts will be credited only toward Women Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Women Business Enterprise (WBE) goal will be given only for work done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

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

Sincerely,

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

Karen Patterson
Deputy Director



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 16, 2011

Sheree Maggio
Driven Fence, Inc.
654 Babcock
Elmhurst, IL 60126

Annual Certificate Expires: August 1, 2012

Dear Sheree Maggio:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 1, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 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

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

Contract Title: Underground Tank Replacement Provident Hospital Contract Number: 11-53-021 RE-BID

Prime proposer: METROTANK & PUMP CO.

Address: 1111 W. DUNDEE RD. WHEELING, IL. 60090

Telephone: 847-465-4000 Fax: 847-465-1864 e mail: LARRY@METROTANK.COM

Proposed contract amount \$: _____

Proposed subcontract amount \$: 17,500.00

Type of agreement: lump sum hourly rate unit price

MBE/WBE subcontractor or supplier: JAYMOR ELECTRIC, Inc.

Address: 500 PARK AVE. LAKE VILLA, IL. 60046

Telephone: 847-245-4700 Fax: 847-245-7300 e mail: mzyskowski@jaymorelectric.com

Work to be performed by MBE/WBE: ELECTRICAL SERVICES

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:
METRO TANK & Pump Co.
Name of Firm

MBE/WBE
JAYMOR ELECTRIC, INC.
Name of Firm

By: [Signature]
Signature

By: [Signature]
Signature

Larry Chemee
Print Name

MAUREEN JUNG
Print Name

President
Title

PRESIDENT
Title

03/21/2012
Date

3/21/2012
Date

STATE OF Illinois

COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the 21 day of March, 2012.

Malgorzata SUT
Notary Public

Malgorzata SUT
Printed Name of Notary

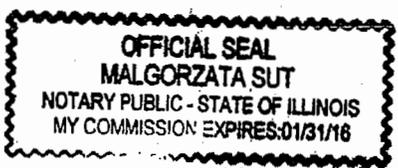
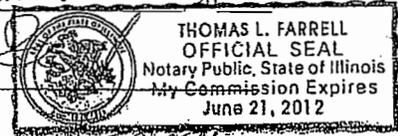
STATE OF Illinois

COUNTY OF McClain

SUBSCRIBED AND SWORN TO before me
on the 21 day of March, 2012.

[Signature]
Notary Public

Thomas L. Farrell
Printed Name of Notary





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 01 2012

Maureen F Jung
Jaymor Electric, Inc.
500 Park Ave., Ste. 204
Lake Villa, IL 60046

Dear Maureen F Jung:

This letter is to inform you that the City of Chicago has extended your status as a Women Business Enterprise (WBE) until **June 1, 2012**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Rhee", with a long horizontal flourish extending to the right.

Jamie L. Rhee
Chief Procurement Officer
CITY OF CHICAGO

FH



CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 16, 2011

Sherce Maggio
Driven Fence, Inc.
654 Babcock
Elmhurst, IL 60126

Annual Certificate Expires: August 1, 2012

Dear Sheree Maggio:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 1, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 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:

FENCE INSTALLATION SERVICES

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

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

Sincerely,



Karen Patterson
Deputy Director

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
<u>NONE</u>	

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: XX No: _____

b) If yes, list business address(es) within Cook County:

1111 W. Dundee Rd.
Wheeling, IL 60090

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

Yes: _____ No: XX

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:

XX 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): NONE

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

NA

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 Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name METRO TANK & Pump Co. D/B/A: _____ EIN NO.: 36-3933850

Street Address: 1111 WEST Dundee Rd.

City: Wheeling State: IL Zip Code: 60090

Phone No.: 847-465-4000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

4/20/11/10

- 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
N/A		

- 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
N/A		

- 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
N/A			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

LARRY Cherner
Name of Authorized Applicant/Holder Representative (print or type)

[Signature]
Signature

info@metro tank.com
E-mail address

President
Title

11-11-11
Date

847-465-4000
Phone Number

Subscribed to and sworn before me this 11th day of NOV, 2011.

X Marla Cherner
Notary Public Signature



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: Larry Cherner Title: President

Business Entity Name: METRO TANK & Pump Co. Phone: 847-465-4000

Business Entity Address: 1111 W. Dundee Rd, Wheeling, IL 60090

N/A 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. <u>N/A</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

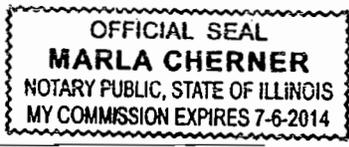
To the best of my knowledge and belief, the information provided above is true and complete.

[Signature] _____ Date 11-11-11

Subscribe and sworn before me this 11th Day of NOVEMBER, 2011

a Notary Public in and for COOK County

[Signature]
(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

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: Metro Tank & Pump Company

BUSINESS ADDRESS: 1111 West Dundee Road, Wheeling, IL 60090

BUSINESS TELEPHONE: 847-465-4000 FAX NUMBER: 847-465-1864

CONTACT PERSON: Larry Cherner

FEIN: 36-3933850 *IL CORPORATE FILE NUMBER: 2515-9453

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Larry Cherner VICE PRESIDENT: Larry Cherner

SECRETARY: Larry Cherner TREASURER: Larry Cherner

**SIGNATURE OF PRESIDENT: *[Signature]*

ATTEST: *[Signature]* (CORPORATE SECRETARY)
Account Executive

Subscribed and sworn to before me this
12th day of April, 2012.

X *[Signature]*
Notary Public Signature

My commission expires _____

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 Preequerra

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY PURCHASING AGENT

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF May, 2012

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

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

11-53-021 RB

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 357,691⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, Metro Environmental Contractors, Inc.
dba Metro Tank and Pump Company

as principal, _____

Companion Property and Casualty Insurance Company as surety, are

held and firmly bound unto The County of Cook in the penal sum of
Three Hundred Fifty Seven Thousand Six Hundred Ninety One and 00/100 Dollars (\$ 357,691.00*****),

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

Signed sealed, and delivered this 10th day of April, 20 12.

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

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

Bearing date the 9th day of April, 20 12, for _____

Contract No. 11-53-021 Rebid Underground Tank Removal and Replacement Project at Provident Hospital

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.

Metro Environmental Contractors, Inc. dba Metro Tank and Pump Company
PRINCIPAL/CONTRACTOR _____ SEAL

By: [Signature]
PRESIDENT

[Signature]
SECRETARY

Companion Property and Casualty Insurance Company
SURETY _____ SEAL

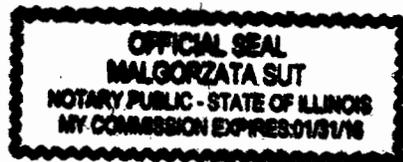
By: [Signature]
SURETY/ATTORNEY-IN-FACT David R. Brett
(ATTACH POWER OF ATTORNEY)

001979 12157
AMB# NAIC#

Approved as to form:

By _____
ASSISTANT STATE'S ATTORNEY

Malgorzata Sut 04/09/2012



COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

P.O. Box 100165 (29202)
51 Clemson Road
Columbia, SC 29229

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY had made, Constituted and appointed, and by these presents does make, Constitute and appoint Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; Martha G. Ross of Charlotte, North Carolina; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Parma, Ohio; Cheryl L. Torrao of Lutz, Florida; Melanie J. Stokes of Atlanta, Georgia; Garry W. Black of Murfreesboro, Tennessee; David R. Brett of Columbia, South Carolina; Donald J. Kersey of Birmingham, Alabama; Diane L. McLain of Fitchburg, Wisconsin; Julie Klinner of Birmingham, Alabama; Brian A. O'Neal of Parker, Colorado; Jason S. Centrella of Jacksonville, Florida; Kelley E.M. Nys of Decatur, Georgia; Michael K. Thompson of Atlanta, GA; or Brian Clark of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of **\$1,000,000 (One Million Dollars)** including but not limited to consents of surety for the release of retained percentages and / or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be binding upon the Company as if they had been duly signed by the president and attested by any officer of the company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY on the 24th day of December, 2003.

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and that any Officer, Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Vice President this 4th day of AUGUST, 2011.

Attest:

Kevin M. Elmore, Assistant Vice President

COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY

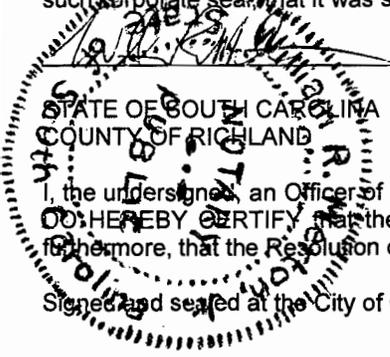
By:

Judith M. Davis, Executive Vice President

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

On this 6th day of AUGUST, 2011, before me personally came Judith M. Davis to me known, who being by me duly sworn, did depose and say that she resides in Columbia, in the County of Richland, State of SC, at Columbia; that she is the Executive Vice President of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, the corporation described in and which executed the above instrument; that she knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed and that she signed her name thereto pursuant to due authorization.

Notary Public, State of SC, Qualified in Richland County Commission Expires: MAY 25, 2015



I, the undersigned, an Officer of COMPANION PROPERTY AND CASUALTY INSURANCE COMPANY, a South Carolina Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Columbia, Dated the 10th day of APRIL, 2012.

Judith M. Davis, Executive Vice President

Number 34065
Bond# 0012006



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/10/12

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

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

PRODUCER Hallberg Commercial Insurors 120 W. 22nd Street Ste. 200 Oak Brook, IL 60523 James P. Hallberg	630-574-2022	CONTACT NAME:	
	630-574-2036	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	METR-01
		INSURER(S) AFFORDING COVERAGE	
		INSURER A :	Everest Insurance
		INSURER B :	Indiana Insurance
		INSURER C :	National Union Fire Ins. Co PA
		INSURER D :	
		INSURER E :	
		INSURER F :	
INSURED Metro Environmental Contractors, Inc. DBA: Metro Tank & Pump Company 1111 W. Dundee Road Wheeling, IL 60090-3936		NAIC #	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab	X	X	EF4ML02454-121	03/02/12	03/02/13	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY		X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8835440	03/02/12	03/02/13	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			EF4CU00416-121	03/02/12	03/02/13	AGGREGATE \$ 5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	X	1647677	10/27/11	10/27/12

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

JOB: Contract No. 11-53-021 Rebid Underground Storage Tank Removal & Replacement Project at Provident Hospital

See attached for additional insured and coverage information...

CERTIFICATE HOLDER <p style="text-align: center;">COOK-07</p> <p>Cook County Office of the Chief Procurement Officer Attn: Kevin Casey 118 North Clark Steet Rm 1018 Chicago, IL 60602</p>	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> AUTHORIZED REPRESENTATIVE James P. Hallberg
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NOTEPAD:

HOLDER CODE **COOK-07**
INSURED'S NAME **Metro Environmental**

METR-01
OP ID: AI

PAGE 2
DATE **04/10/12**

Professional Liab is Claims Made: Retroactive 3/2/99. \$2,500 Ded. applies to General Liab, Pollution Liab, & Professional Liab. General Liab, Auto Liab, & Employers Liab are follow form of the Excess Liability Coverage..

It is agreed that The County of Cook, Illinois; its Commissioners, Officials, & Employees; & Delta Engineering Group, LLC and its providers are added as additional insured on the general liability and auto liability coverage. A waiver of subrogation applies for the additional insureds on the general liability and workers compensation policies.