

CONTRACT FOR
CONSTRUCTION SERVICES
DOCUMENT NO. 11-53-137



Stroger Hospital-Garage Sprinkler Piping Replacement Project

1800 West Polk Street
Chicago, Illinois 60612

VOLUME 1 of 2

LEGAL ADVERTISEMENT
INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS
SPECIAL CONDITIONS
MISCELLANEOUS FORMS
PROPOSAL EXECUTIONS FORMS

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

FOR:
THE BUREAU OF ECONOMIC DEVELOPMENT
MARIA SALDAÑA, BUREAU CHIEF

UNDER:
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:
PARKING GARAGE PARTNERS
303 EAST WACKER DRIVE, SUITE 900
CHICAGO, ILLINOIS 60601

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

**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. 11-53-137 for the following Project:
Stroger Hospital-Garage Sprinkler Piping Replacement Project

The Work is located at: 1800 west Polk Street
Chicago, Illinois 60612

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 Monday, October 24, 2011 and the Pre-Bid Site Inspection will immediately begin after the Pre-Bid Conference, at the following location:

The Hektoen Building Institute located at 627 South Wood Street, Chicago, Illinois; in the first floor auditorium.

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, falling 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:

LaVeme 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

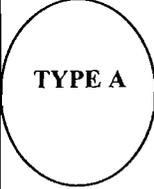
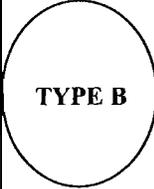
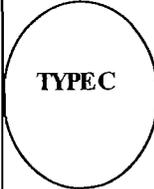
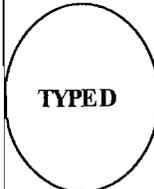
Infection Control Risk Assessment

Matrix of Precautions for Construction & Renovation

Location: Hosp.Parking Lot, Revision & Addition **Date:** 7/28/10
Project Coordinator: David Lai **Project Start Date:** Fall 2010
Telephone: 4-6439 **Estimated Duration:** 2 years

Step One:

Using the following table, *identify* the Type of Construction Project Activity (Type A-D)

	<p>Inspection and Non-Invasive Activities. Includes, but is not limited to:</p> <ul style="list-style-type: none"> • removal of ceiling tiles for visual inspection only, e.g., limited to 1 tile per 50 square feet painting (but not sanding) wallcovering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.
	<p>Small scale, short duration activities which create minimal dust Includes, but is not limited to:</p> <ul style="list-style-type: none"> • installation of telephone and computer cabling access to chase spaces cutting of walls or ceiling where dust migration can be controlled.
	<p>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes, but is not limited to:</p> <ul style="list-style-type: none"> • sanding of walls for painting or wall covering removal of floorcoverings, ceiling tiles and casework new wall construction minor duct work or electrical work above ceilings major cabling activities any activity which cannot be completed within a single workshift.
	<p>Major demolition and construction projects Includes, but is not limited to:</p> <ul style="list-style-type: none"> • activities which require consecutive work shifts requires heavy demolition or removal of a complete cabling system new construction.

Step1: Types D

Step Two:

Using the following table, *identify the Patient Risk Groups* that will be affected.
If more than one risk group will be affected, select the higher risk group:

Low Risk	Medium Risk	High Risk	Highest Risk
Office Areas Visitors Employees	Cardiology Echocardiography Endoscopy Nuclear Medicine Physical Therapy • Radiology/MRI Respiratory Therapy Clinics	CCU Emergency Room • Labor & Delivery • Laboratories (specimen) Newborn Nursery • Outpatient Surgery • Pediatrics Pharmacy Post Anesthesia Care Unit • Surgical Units Sheriffs Prisoners	• Any area caring for immunocompromised patients • Burn Unit Cardiac Cath Lab Central Sterile Supply Intensive Care Units Medical Unit Neg press isol rms • Oncology • Operating rooms including C-section rooms

Step2 Visitors, Employees, construction personnel, clinics B & C, CSPD, Pharmacy, immunocompromised patients

Step Three: Match the

Patient Risk Group (*Low, Medium, High, Highest*) with the planned ...
Construction Project Type (*A, B, C, D*) on the following matrix, to find the ...
Class of Precautions (*I, II, III or IV*) or level of infection control activities required.

Class I-IV or Color-Coded Precautions are delineated on the following page.

IC Matrix - Class of Precautions: Construction Project by Patient Risk

Patient Risk Group	Construction Project Type			
	TYPE A	TYPE B	TYPE C	TYPE D
LOW Risk Group	I		II	III/IV
MEDIUM Risk Group	I		III	IV
HIGH Risk Group	I		III/IV	IV
HIGHEST Risk Group	II	III/IV	III/IV	IV

Note: Infection Control approval will be required when the Construction Activity and Risk Level indicate that Class III or Class IV control procedures are necessary.

Step3 Type III/IV

Description of Required Infection Control Precautions by Class

During Construction Project	Upon Completion of Project
<ol style="list-style-type: none"> 1. Execute work by methods to minimize raising dust from construction operations. 2. Immediately replace a ceiling tile displaced for visual inspection 	<ol style="list-style-type: none"> 1. Clean work area upon completion of task.
<ol style="list-style-type: none"> 1. Provide active means to prevent airborne dust from dispersing into atmosphere. 2. Water mist work surfaces to control dust while cutting. 3. Seal unused doors with duct tape. 4. Block off and seal air vents. 5. Place dust mat at entrance and exit of work area 6. Remove or isolate HVAC system in areas where work is being performed. 	<ol style="list-style-type: none"> 1. Wipe work surfaces with disinfectant. 2. Contain construction waste before transport in tightly covered containers. 3. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. 4. Upon completion, restore HVAC system where work was performed.
<ol style="list-style-type: none"> 1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins. 3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. 4. Contain construction waste before transport in tightly covered containers. 5. Cover transport receptacles or carts. Tape covering unless solid lid. 	<ol style="list-style-type: none"> 1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department. 2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. 3. Vacuum work area with HEPA filtered vacuums. 4. Wet mop area with disinfectant. 5. Upon completion, restore HVAC system where work was performed.
<ol style="list-style-type: none"> 1. Isolate HVAC system in area where work is being done to prevent contamination of duct system. 2. Complete all critical barriers i.e. sheetrock, plywood, plastic, to seal area from non work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to ^{exit}) before construction begins. 3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. 4. Seal holes, pipes, conduits, and punctures. 5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave work site. 6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed each time the worker exits the work area. 7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Dept 	<ol style="list-style-type: none"> 1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction. 2. Contain construction waste before transport in tightly covered containers. 3. Cover transport receptacles or carts. Tape covering unless solid lid 4. Vacuum work area with HEPA filtered vacuums. 5. Wet mop area with disinfectant. 6. Upon completion, restore HVAC system where work was performed.

Step 4. Identify the areas surrounding the project area, assessing potential impact

Unit Below	Unit Above	Lateral East	Lateral West	Behind South	Front North
NA	NA	Wood Street	Hosp. , Mechanical & Admins. Bldgs & Fantus	UICMC	Old Hospital
Risk Grp	Risk Grp	Risk Grp L - M	Risk Grp Highest	Risk Grp	Risk Grp

Step 5. Identify specific site of activity e.g., patient rooms, medication room,

Hospital, ICUs, L&D, Post Partum, Burn ICU and Stepdown, Clinics, Pharmacy

Step 6. Identify issues related to: ventilation, plumbing, electrical in terms of the occurrence of probable outages.

Step 7. Identify containment measures, using prior assessment. What types of barriers? (Eg, solids wall barriers); Will HEPA filtration be required?

Solid wall barriers, dust containment, management of debris

(Note: Renovation/construction area shall be isolated from the occupied areas during construction and shall be negative with respect to surrounding areas)

Step 8. Consider potential risk of water damage. Is there a risk due to compromising structural integrity? (eg, wall, ceiling roof) Possible-basement?

Step 9. Work hrs: Can or will the work be done during non-pt care hours? Unknown

Step 10. Do plans allow for adequate number of isolation/negative airflow rooms? Yes

Step 11. Do the plans allow for the required number & type of handwashing sinks? Current hand hygiene methods (hand washing sinks & alcohol foam) will be used.

Step 12. Does the infection control staff agree with the minimum number of sinks for this project? (Verify against AIA Guidelines for types and area) Yes

Step 13. Does the infection control staff agree with the plans relative to clean and soiled utility rooms? Yes

Step 14. Plan to discuss the following containment issues with the project team. Eg, traffic flow, housekeeping, and debris removal (how and when), Debris should not be brought into the hospital for disposal. The generation of dust should be kept to a minimum by wetting and covering the debris before removal from the hospital campus. Traffic from the construction site into the hospital should be kept to a minimum by the use of tacky mats and dust mats. Tacky mats should be changed frequently during the day and the entry areas are to be kept clean, and at a minimum, at the end of each work day. The above plan is subject to change. Any changes must be approved by the Infection Control Department and the Hospital Epidemiologist.

Appendix: Identify and communicate the responsibility for project monitoring that includes infection control concerns and risks. The ICRA may be modified throughout the project. Revisions must be communicated to the Project Manager.

Infection Control Construction Permit			
			Permit No: 2010-02
Location of Construction: Hospital Parking Lot		Project Start Date: Fall 2010 (?)	
Project Coordinator: Warrick Graham		Estimated Duration: TBA	
Contractor Performing Work: Parking Garage Partners		Permit Expiration Date: Jan 1, 2011	
Supervisor: David Lai, Buildings & Grounds		Telephone:	
	TYPE A: Inspection, non-invasive activity		GROUP 1: Low Risk
	TYPE B: Small scale, short duration, moderate to high levels		GROUP 2: Medium Risk
	TYPE C: Activity generates moderate to high levels of dust, requires greater 1 work shift for completion	X	GROUP 3: Medium/High Risk
X	TYPE D: Major duration and construction activities Requiring consecutive work shifts	X	GROUP 4: Highest Risk
CLASS I	<ol style="list-style-type: none"> Execute work by methods to minimize raising dust from construction operations. Immediately replace any ceiling tile displaced for visual inspection. 		<ol style="list-style-type: none"> Minor Demolition for Remodeling
CLASS II	<ol style="list-style-type: none"> Provides active means to prevent air-borne dust from dispersing into atmosphere Water mist work surfaces to control dust while cutting. Seal unused doors with duct tape. Block off and seal air vents. Wipe surfaces with disinfectant. 		<ol style="list-style-type: none"> Contain construction waste before transport in tightly covered containers. Wet mop and/or vacuum with HEPA filtered vacuum before leaving work area. Place dust mat at entrance and exit of work area. Isolate HVAC system in areas where work is being performed; restore when work completed.
CLASS III	<ol style="list-style-type: none"> Obtain infection control permit before construction begins. Isolate HVAC system in area where work is being done to prevent contamination of the duct system. Complete all critical barriers or implement control cube method before construction begins. 		<ol style="list-style-type: none"> Vacuum work with HEPA filtered vacuums. Wet mop with disinfectant Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. Contain construction waste before transport in tightly covered containers. Cover transport receptacles or carts. Tape covering. Upon completion, restore HVAC system where work was performed.
Date	<ol style="list-style-type: none"> Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. 		
Initial	<ol style="list-style-type: none"> Do not remove barriers from work area until complete project is thoroughly cleaned by Env. Services Dept. 		
CLASS IV	<ol style="list-style-type: none"> Obtain infection control permit before construction begins. Isolate HVAC system in area where work is being done to prevent contamination of duct system. Complete all critical barriers or implement control cube method before construction begins. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. Seal holes, pipes, conduits, and punctures appropriately. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear cloth or paper coveralls that are removed each time they leave the work site. 		<ol style="list-style-type: none"> All personnel entering work site are required to wear shoe covers Do not remove barriers from work area until completed project is thoroughly cleaned by the Environmental Service Dept. Vacuum work area with HEPA filtered vacuums. Wet mop with disinfectant. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. Contain construction waste before transport in tightly covered containers. Cover transport receptacles or carts. Tape covering. Upon completion, restore HVAC system where work was performed.
Additional Requirements:			
Date Initials		Exceptions/Additions to this permit are noted by attached memoranda	
Permit Request By:		Permit Authorized By: G. Genovese, RN, MS, CIC	
Date:		Date: July 29, 2010	

JOHN H. STROGER, JR. HOSPITAL OF COOK COUNTY MANUAL

DISASTER, FIRE, AND SAFETY MANUAL

POLICY**TITLE: CONSTRUCTION SAFETY STANDARDS****POLICY****NUMBER: 04-04-14**DATE OF ORIGIN: 5/89
REVIEWED & REVISED : 3/97, 2/00, 1/03, 12/05,
11/08**I XI CORE POLICY**
I I AREA SPECIFIC POLICY**PAGE 1 OF 10****POLICY:**

To ensure the safety of all patients, staff, and visitors of Cook County Hospital, the following safety standards are maintained in all areas of construction/renovation. These standards will not vary between jobs of in-house tradesman or external contractors. They are based on the City of Chicago, HCFA, NFPA, IDPH, and Joint Commission standards.

AREAS AFFECTED: All Hospital staff.**I. PROCEDURE**

All construction projects at John H. Stroger, Jr. Hospital of Cook County are administered through the assigned Project Representative or the Supervisor of Mechanics II. The assigned Project Representative administers all projects dealing with outside Architectural/Engineering (A/E) firms or construction contractors. The Supervisor of Mechanics II administers all in-house trades projects.

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Signed copy in

APPROVED: Safety Office CHIEF OPERATING OFFICER 11/30/08**SIGNATURE****TITLE****DATE**

II. STANDARDS

During construction at John H. Stroger, Jr. Hospital of Cook County, the following standards are followed:

SAFETY

1. Fire exit pathways must be kept clear and fire doors must be operational at all times.
2. All combustible debris is removed from construction areas at the end of each day.
3. General Contractor to present a list of materials and tools to be brought to the site. If use of any of the following, as listed below, is anticipated by any subcontractor, it must be approved in advance. If it is not, any such materials must be removed from the site immediately.
 - a. Compressed gas (acetylene, liquid petroleum gas, etc.)
 - b. Flammable Liquids (thinners, acetone, etc.)
4. **Use of compressed gas cylinders must be approved by the Hospital before bringing them to site. Storage and/or use of LPG in Stroger Hospital are strictly prohibited by the Chicago Fire Code.**
5. Compressed gas cylinders are chained to the wall or stored in an approved cart. Not to exceed one set per site and limited to a one day supply.
6. **LPG tanks are never to be stored in any Stroger Hospital building.**
7. **Gasoline storage and/or use is not allowed in any Stroger Hospital building.**
8. Fueling machinery and or storage of is not allowed inside any Stroger Hospital building.
9. The use of internal combustion engine driven machinery inside a Stroger Hospital building, must be approved and equipment must be tagged by the Buildings and

- Grounds' Project Representative prior to use.
10. **Use of flammable liquids must have advance approval by the Safety Officer and the Buildings and Grounds Project Representative, and canisters must be inspected and tagged as approved.** If tag is not apparent, such liquids will be removed.
 11. **Flammable liquids are limited to a one day supply.** All excess must be stored in an approved container inside an approved cabinet.
 12. All temporary construction partitions shall be constructed with non-combustible material with a minimum of a one hour fire rating.
 13. All construction areas where corridor separations or vertical separations are breached and where dust or smoke may be generated, require temporary construction barriers that will be maintained smoke tight and constructed of non-combustible material with a minimal one-hour fire rating. Minor repairs will not be considered as construction. All perimeter doors will consist of a minimum Class "C" door in a metal frame with approved self closing device and latching. All fire rated drywall will have properly taped joints (joint compound and drywall tape). All major construction is separated from patients, visitors, and employees by a proper construction partition. **Only authorized Safety Department and Buildings and Grounds personnel are allowed into a construction area. (Staff, patients, and visitors are not permitted to occupy or have access to these areas.)** Appropriate department heads are notified to take corrective action if unauthorized staff is found in these areas. Inspection and enforcement of this requirement is the joint responsibility of the Buildings and Grounds Department and the Safety Department.
 14. Where practical, all holes through fire walls will be properly sealed at the end of each work day. Temporary fire stops are used where necessary (drywall placed over holes, etc.). Noncombustible fire stops are to be used when necessary for covering penetrations temporarily to prevent fire spread. (Drywall placed over holes overnight, etc.). No wood will be used. All penetrations in completed fire, corridor, electrical/communication closet walls, and floors must be sealed with U.L. rated fire safing materials.
 15. Where practical, tiles in suspended ceilings are replaced at the end of each work day.
 16. **Adequate fire extinguisher must be present and visible at all times. All extinguishers will have a current inspection tag and intact seal. Proof of monthly inspection must be presented (NFPA10) to Safety Officer.**
 17. **Smoking is prohibited in all construction/renovation areas.**
 18. The Buildings and Grounds Project Representative, Electrical Foreman, and safety Officer must be notified before any work is initiated on any fire alarm or electrical system.

19. Material Safety Data Sheets must be maintained at work site and submitted to the Safety Officer before any chemical is stored or used on hospital grounds. Certain chemicals may not be allowed on the complex.
20. **UNDER NO CIRCUMSTANCES SHALL ANY UTILITY BE SHUTDOWN WITHOUT PRIOR AUTHORIZATION FROM THE BUILDINGS AND GROUNDS PROJECT REPRESENTATIVE. REQUESTS FOR UTILITY SHUTDOWNS MUST BE MADE 10 WORKDAYS IN ADVANCE.** For further information, refer to Buildings and Grounds policy #02.03.07.1.
21. Work near any component of the fire alarm system must be done with caution.
22. Smoke detectors are covered with paper bags or covers provided by the Electric Shop to keep out dust. The bags or covers are removed at the end of each work day.
23. Operations that produce large amounts of airborne dust (drilling, sanding) must be reported to the Buildings and Grounds' Project Representative and Safety Officer before initiation of work.
24. No cutting, welding, or use of open flame is permitted when the fire protection system (sprinklers, standpipes, or fire pump) is shut down in the area or building.
25. Operations which produce smoke and/or fumes inside a Stroger Hospital building need proper ventilation by means of smoke ejectors. Any such operations must be approved by the Project Representative before work begins, to ensure that all workmen are aware of proper procedures to be followed. This shall apply on each and every occurrence on any project.
26. **All welding or use of open flame equipment requires a permit from Buildings and Grounds. Yellow copy of permit must be displayed near area of work.**

WORK AREA PREPARATION

- A. **Remove combustible materials for a minimum radius of 20 feet. Where impractical, combustibles are to be protected with flameproof covers or shielded with metal, and tagged as approved.**
- B. **Openings or cracks in walls, floors, or ducts within 20 feet of the work site are to be tightly covered to prevent the passage of sparks and smoke to adjacent areas.**
- C. **Fully charged and operable fire extinguisher, pressurized water, or water pump type, are within reach.**
- D. **Special precautions are taken to avoid accidental operation of automatic fire detection systems.**

For permit approval, or additional information contact the Buildings and Grounds office.

27. No construction is permitted which will compromise existing smoke/fire compartmentation, building construction, room separation, and/or vertical fire separations.
28. Proper evidence of insurance and binding, as required by the County of Cook, is provided by all contractors and subcontractors, to the Department of Risk Management and City Inspectors.
28. Responsibility for the inspection of the construction site is that of the Buildings and Grounds' Project Representative and Safety Officer. Reporting of unsafe conditions is made to the Associate Administrator of Buildings and Grounds and the Safety Officer. Appropriate follow-up is made to ensure correction of all unsafe conditions.
30. Electrical Tools or Equipment
 - a. All electrical equipment (saws, drills, etc) must be approved by an electrical safety testing laboratory recognized by the City of Chicago.
 - b. Electrical tools or equipment with damaged plugs or cords are not allowed in the hospital. No spliced cords are allowed.
 - c. Use of red (Emergency) outlets is strictly prohibited.

III. INTERIM LIFE SAFETY MEASURES

All contractor personnel engaged in minor construction, renovation, demolition, or modifications to a health care facility will comply with the NFPA's Interim Life Safety Measures as described in Chapter 31 and Appendix A of the Life Safety Code NFPA 101 (current edition) and NFPA 241 standard for "Safeguarding Construction, Alteration, and Demolition Operations" (current edition) and John H. Stroger, Jr. Hospital of Cook County Policy--Interim Life Safety Measures #04-04-12.

IV. INFECTION CONTROL

- A. **Infection Control issues shall be addressed early in the predesign and programming phase of the project. Construction workers shall be trained as to the infection control requirements. The construction activity shall be monitored for compliance with these guidelines.**
- B. Dust and Debris Control
 1. Sharps containers shall be removed by Nursing before the start of the project. Infectious Waste Containers shall be removed by Environmental Services prior to the start of the project.
 2. Barrier systems: **The construction area shall be isolated by the contractor, as the project specifications require.** Small, short duration projects generating minimal dust may use plastic sheeting, but shall be sealed at full ceiling height with at least 2-foot overlapping flaps for access to entry. An alternative to the overlap is a zippered opening fully adhered to the plastic sheeting. Any project that produces moderate to high levels

of dust shall require rigid, dust-proof, and 1 hour fire-related barrier walls with caulked seams for a tight seal. Large, dusty projects shall have an entry vestibule for clothing changes and tool storage. The entry area should have gasketed door frames; tight seals should be maintained at the full perimeter of wall and wall penetrations. An interim plastic dust barrier may be required to protect the area while the rigid impervious barrier is being constructed. Cleaning is required at completion of the barrier construction.

3. Traffic control: **Designated entry and exit procedures shall be defined in the project specifications.** Egress paths shall be free of debris; designated elevators shall be used during scheduled times; and only authorized personnel shall be allowed to enter the construction zone. Signage shall direct pedestrian traffic away from the construction area and materials.
4. Demolition: Debris shall be removed in carts with tightly fitted covers, using preapproved designated traffic routes. Debris shall be removed daily. Use of elevators shall be preapproved and shall be limited to periods of the lowest patient activities.
5. Exterior windows: Windows shall be covered and sealed to minimize infiltration from excavation debris. **Exterior construction shall be evaluated and monitored to assure that dust does not infiltrate patient areas.**

C. Ventilation and Environmental Control

1. Air system flow: Contractor shall determine, prior to construction, whether the construction area uses fresh/outside or re-circulated air; filters shall be added or return vents covered as needed with filter material or plastic. **Air must flow from clean to dirty areas.**
2. Negative air pressure: **The air within the construction area must be negative with respect to surrounding areas and with no disruption of air system of adjacent areas.** Constant negative pressure within the zone shall be maintained and monitored by the contractor. Exhaust from construction air shall be directed outside with no re-circulation if possible. If the exhaust must tie into a re-circulation air system, a pre-filter and high efficiency filter (95%) shall be used before exhaust to prevent contamination of the ducts. Fans shall be turned off before opening ductwork, and necessary interruptions (e.g. fire drills) shall be planned to minimize risk. The contractor shall provide weekly reports of air pressure monitoring.
3. Adjacent areas: The status of sealed penetrations and intact ceilings shall be verified by the contractor's project manager prior to start of work.

4. Air exchange rates and pressure relationships: Contractor shall verify prior to start of work that the facility can:
 - a. Maintain proper rates in critical areas near construction activity.
 - b. Ensure air is not being re-circulated without filtration from the construction area elsewhere.
 - c. Project specifications shall specify the contractor as responsible for the testing of air pressure throughout the project at a frequency specified by the Department of Infection Control.
 5. Vibration or disturbances: Drilling and other sources of vibration have potential to dislodge dust collected above suspended or false ceilings; vibrations loosen corrosion within water pipes as well. Project specifications shall require vacuuming of affected areas (such as above ceilings) and flushing debris from water systems by the contractor before reoccupancy.
 6. **Planning must consider risks of disruption or complete loss of utilities in such areas as isolation rooms.** Both visual cues and particulate air monitoring shall be implemented by the Infection Control Department. The type and frequency of monitoring, evaluation of results, and follow-up action by designated parties are essential to planning. Temporary exhaust fans and/or fans which provide negative pressure to the construction site shall be connected to emergency power.
 7. **Air intakes shall be monitored for the effects of dust from exterior construction.** Air filters shall be checked and changed more regularly to assure cleanliness of fresh air.
- D. Contamination of patient rooms, supplies, equipment, and related areas
1. Worksite garb: Contractor personnel clothing shall be free of loose soil and debris before leaving the construction area. If protective apparel is not worn, a HEPA-filtered vacuum shall be used to remove dust from clothing before leaving the barricade. Personal protective equipment (e.g. face shields, gloves, respirators) is to be worn as appropriate. Contractors entering invasive procedure areas shall be provided with disposable jump suits and head and shoe coverings provided by hospital. Protective clothing shall be removed before exiting the work area. Tools and equipment should be damp wiped before entry and exit from the work areas.
 2. Barriers around construction shall be monitored to maintain continuous protection of in-use patient care areas. Patient doors adjacent to construction area should be kept closed, with appropriate traffic control.
 3. Use only designated areas for storage of construction materials.

4. Contractor cleaning: The construction zones shall be maintained in a neat and clean manner by contractors and swept or HEPA-vacuumed daily, or more frequently as needed to minimize dust. Adjacent areas shall be damp mopped daily or more frequently as needed. Walk-off mats shall be in place to minimize tracking of heavy dirt and dust from construction area.
5. All water damage, ceiling tile, drywall or other material shall not be reused and must be removed from the construction site immediately.
6. Prior to start of construction, the Infection Control Department shall evaluate each planned construction site to determine the need for relocation of patients or the restriction of high risk admissions and/or procedures during construction.

V. RESPONSIBILITIES

BUILDINGS AND GROUNDS PROJECT REPRESENTATIVE AND SAFETY OFFICER:

Will present and discuss a summary of the Hospital's safety concerns to a preconstruction meeting with contractor's Project Manager and Superintendent prior to the start of any construction/renovation.

SAFETY OFFICER:

Each day every construction/renovation area will be surveyed to ensure that a safe environment is established and maintained. A copy of the inspection form is attached to this policy.

BUILDINGS AND GROUNDS SUPERVISOR OF MECHANICS II/ SHOP FOREMEN:

Will ensure that these safety standards are adhered for in-house project construction sites.

Will provide a copy of the safety standards with signature of each employee attesting that he/she has received and read the document. No badge is given to any employee who has not been trained on the document.

**ALL HOSPITAL DEPARTMENT
HEADS:**

Will ensure that Buildings and Grounds and the Safety Department are notified of all equipment installations, communication/data installations, and modifications to any space within the Hospital Buildings.

Will ensure that no work is started by outside vendor without approval from Buildings and Grounds and the Safety Department.

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SPECIAL CONDITIONS

SC-01 DEFINITIONS (Ref. IB-01)

- A. The "Director" as defined in IB-01 Paragraph A. of the Instructions to Bidders is Herman Brewer, Director, or in his absence John Cooke, Deputy Director, of the 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 Parking Garage Partners ("PGP").
- 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 "Stroger Hospital-Garage Sprinkler Piping Replacement Project".
- 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 on Exhibit D, to be completed 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 and one (1) copy of Volume 2.

- Volume 1 – Instructions to Bidders, General Conditions, Special Conditions and Proposal/Execution Forms.
- Volume 2 – Technical Specifications

Index of Drawings: See Exhibit A

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

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

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

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

If the Bidder is a joint venture, Bidder shall submit a copy of its joint venture agreement along with the Bid Proposal. Joint Ventures must execute the Bid Proposal on page PE-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.

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.

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, if the successful Bidder is a Joint Venture, 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. 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 5:00 p.m. on Monday, October 31, 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 and on the Request for Substitution Form attached as Exhibit E.
 - 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 through 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: Parking Garage Partners
 Attn: Eric Luchetta-Stendel
 303 East Wacker Drive, Suite 900
 Chicago, Illinois 60601

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 its 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 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 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 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 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-19:

- **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 FIVE HUNDRED Dollars (\$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 DELETED)

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-44)

General Condition GC-44 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-45)

The first sentence of General Condition GC-45 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-50)

Notice to the Owner shall also be given to:

Attn: Herman Brewer, Director
Office of Capital Planning
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 5:00 p.m. on Monday, October 31, 2011.

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.

SC-42 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-43 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, other relevant items of Work.

"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-44 COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

SC-45 ADDITIONAL BID DOCUMENTS

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

Printer: Cushing and Company

Address: 420 West Huron Street, Chicago, Illinois 60654

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

ITEM	COST
One copy of Volume 1 (Un-tabbed):	<u>\$20.00</u>
One copy of Volume 2 (Technical Specifications):	<u>150.00</u>
One full set of drawings:	<u>\$80.00</u>
Complete Set (All of the above):	<u>\$250.00</u>

- 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-46 EXHIBITS

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

1. Exhibit A: Index of Drawings
2. Exhibit B: Prevailing Wage Rate Scale
3. Exhibit C: Time Schedule Format
4. Exhibit D: Key Personnel
5. Exhibit E: Request for Substitution Form
6. Exhibit F: Cook County Green Construction Ordinance
7. Exhibit G: Relevant Experience
8. Exhibit H: Stroger Hospital Construction Requirements

**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
T-001	TITLE SHEET
G-001	INDEX OF DRAWINGS AND AREA MAP
G-002	CODE MATRIX
F-001	FIRE PROTECTION NOTES, ABBREVIATIONS AND SYMBOLS
F-101	B2 LEVEL FIRE PROTECTION
F-102	B1 LEVEL FIRE PROTECTION
F-103	GROUND LEVEL FIRE PROTECTION - SOUTH
F-104	GROUND LEVEL FIRE PROTECTION – NORTH
F-301	ENLARGED FIRE PUMP ROOM
F-601	FIRE PROTECTION RISER DIAGRAM

**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 September 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC	BLD			32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN	ALL			31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER	BLD			44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD			28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000

Cook County Prevailing Wage for September 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.290	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.620
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN		ALL		31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.050	45.550	1.5	1.5	2.0	10.82	11.86	0.000	0.620
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000

SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	9.250	8.050	0.000	0.450
STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Tmg (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and

electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three

Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

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

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic

Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

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

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

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole

and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

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

Other Classifications of Work:

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

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**SPECIAL CONDITIONS
EXHIBIT D
KEY PERSONNEL**

Project Executive: Michael Rosner, President
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Manager: Kevin Kenzinger
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator: Scott Williams
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Superintendent: Steve Westin
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

Kevin J. Kenzinger

9832 S Homan Ave.

Evergreen Park, IL 60487

Phone: 312-296-5603

kkenzinger@anchormechanical.com

OBJECTIVE

To continually provide HVAC/Mechanical contractual services to customers, prospects, and partners that maximizes both the value they receive and revenue by utilizing my over 6 years of experience in project management and HVAC technical skills working in various industries managing multiple large scale projects.

OVERVIEW

- ❖ Transformed building staff and morale by leading through example which improved training programs and fostered teamwork principles for more than 40 stationary building engineers
- ❖ Excellent communication and interpersonal skills that holds the experience to work with individuals from different cultural backgrounds
- ❖ Talented individual with strong leadership ability and effective interpersonal skills
- ❖ Maintains focus and pays close attention to detail
- ❖ Encourages a consistent process in work related duties to maintain proper organization and stabilize flow of activity
- ❖ Recognized, approachable, and service-oriented attitude toward clients.

PROFESSIONAL EXPERIENCE

ANCHOR MECHANICAL, INC.- Chicago, IL

Position: Senior Sales Representative, (07/01-Present)

- Primary focus of this position is to perform functions such as: development of energy efficient solutions, compile cost analysis/revenue projections, prepare proposal/bid estimations, and generate revenue through sales
- Direct project teams by training and acquiring resources to provide HVAC/Mechanical services generating \$4 million in annual revenue in accordance to customer accounts such as: Cook County District, Metropolitan Water Reclamation District, Starwood Hotel Properties, Marc Realty Properties, etc.
- Interview, hire, and schedule resources to ensure coverage of labor requirements hiring qualified resources.
- Coordinate meetings and manage budgeted capital improvement and tenant improvement HVAC/Mechanical Construction projects.
- Inspect job site to identify potential areas of physical improvement at the property and collect all necessary information to present the project to the Owners for approval.
- Coordinate, effectively schedule, monitor, and inspect all work from start to customer orientation for a wide variety of projects to ensure the highest level of quality for over 250 projects annually.
- Identify expiring and reoccurring contracts for maintenance services as well as collect and file client correspondence, including all related emails in the contract file.
- Perform risk analysis, prepare RFP, examine competition through bid lists, collect all estimations for bids, review and provide bid line item comparisons.
- Compile contracts accurately including the scope of work, contract terms, compensation method, insurance requirements and all other relevant exhibits pursuant to the project.
- Oversee the initiation and execution of the design, installation, maintenance, repair, and recommendation for replacement, overhauling of and/or operation of various systems including: boilers, air handling units, steam distribution, condensate return, pumps, HVAC appurtenances, chillers, cooling towers, fans, compressed air, generators, building automation systems (BAS), softeners, elevators, heat exchangers, and heating hot water units.
- Maintain the highest quality of customer service by analyzing preventative maintenance reports on various units/systems in order to ensure optimization of machinery to reduce repair costs and maximize use before requiring replacement.

- Establish best practices by benchmarking project close out data to scale successful project outcomes which permits fellow co-workers to execute project cycles in sustainable and repeatable process.

NOLAN INFRARED TESTING FOR ENGINEERS.- Chicago, IL

Position: Sales Project Coordinator, (07/99-07/01)

- Managed projects which lead to the successful execution of thermoscan services by coordinating with customers to effectively schedule time, allocate resources, monitor progress, and inspect completed work to ensure the highest level of customer satisfaction
- Provided consultation to customers by obtaining the dimensions of the space/electrical wiring to ensure necessary amount of time is allocated as well as determine if customizations to the final report will be required and additional costs are added to their estimates
- Received training under Operating Engineers and directly support them to execute large scale projects by performing various administrative tasks which include: resource allocation, customer relationship management, preparation of quotes, order materials/parts, drafting letters, job costing, risk management and project close out.
- Conducted operations, follow up, safety, and security meetings.
- Verified the correct contract amounts on operations and client invoices.
- Calculated and processed engineering payroll health and welfare along with pension fund invoices.
- Entered customer invoices for payment and bill customers for work completed.
- Worked with accounting staff to be sure all adjustments are entered and report is completed in a timely fashion.
- Managed accounts payable process to ensure that all invoices are coded and entered in a timely fashion.
- Oversaw expense accounts for engineering, and administrative staff.

EDUCATION

- St. Xavier University- Chicago, IL
 - Degree Obtained, May 2001: Masters In Business Administration (M.B.A.)
- St. Xavier University- Chicago, IL
 - Degree Obtained, May 1999: Bachelors of Arts in Business Administration (B.B.A.)

CERTIFICATIONS/ TRAINING

- Licensed Operating Engineer, City of Chicago
- EPA CFC Universal Refrigerant Certification
- Certified in Air Testing and Balancing
- Certified 501 OSHA Instructor
- Carrier Corp. Centrifugal Machines
- Boiler Operations
- Industrial Maintenance
- HVAC I & HVAC II
- Direct Digital and Pneumatic Controls
- Generator Operator Certified
- Homeland Security

COMPUTER SKILLS

- Microsoft Office Suite: Word, Excel, PowerPoint, Outlook
- Microsoft Visio
- Microsoft Project
- Quicken QuickBooks
- Adobe Acrobat
- MAXIMO

SCOTT M. WILLIAMS

19331 Woodfield Ct. • Tinley Park IL
708.825.4002 • alertfp@att.net

SAFETY COORDINATOR SPRINKLER FITTER

EDUCATION & CERTIFICATION

- Local 281 Joint Apprenticeship Program (2004-2008)
- OSHA 30 Hour Occupational Safety & Health in Construction Safety & Health
- 3M Fire Protection Products Trained Installer
- Blaze Master CPVC Trained Installer

PROFESSIONAL EXPERIENCE

Safety Coordinator • Alert Fire Protection • Romeoville, IL • 2010 - Present

- Safety Coordinator of the replacement project of the three main fire pumps that supply O'Hare Airport.
- Safety Coordinator of a 2000' underground fire main project of O'Hare Airport.
- Safety Coordinator of the Rush Hospital Expansion Building.
- Safety Coordinator for the Northrop Grumman Chamber Project. Over 1,000 fire protection gas tank systems were installed.
- Safety Coordinator for up to 15 Sprinkler Fitter Foreman on various projects.

Superintendent / Foreman • Tenant Fire Protection • Bridgeview, IL • 2000-2010

- Fire pump, dry valve/pre-action system installation, inspection, and testing
- Fire sprinkler wet system installation, inspection, and testing
- Installation of Parking Structure Sprinkler Systems
- Service work- repair and maintenance of existing sprinkler systems
- Tenant space, build-outs and head relocation
- FM 200 System installation, service and repair work

STEVEN M. WESTIN

18136 Goesel Drive Tinley Park, IL 60477
708.288.5483 • alertfp@att.net

PROJECT SUPERINTENDENT SPRINKLER FITTER

EDUCATION & CERTIFICATION

- Sprinkler Fitters Local 281, Joint Apprenticeship Program (2000-2005)
- Illinois State University, General Studies (1995-1998)
- Moraine Valley, General Studies (1998-1999)

PROFESSIONAL EXPERIENCE

Superintendent • Alert Fire Protection • Chicago, IL • 2010 - Present

- Superintendent of the replacement project of the three main fire pumps that supply O'Hare Airport.
- Superintendent of a 2000' underground fire main project of O'Hare Airport.
- Superintendent of the Rush Hospital Expansion Building.
- Superintendent of up to 15 Sprinkler Fitters Foreman on various projects.

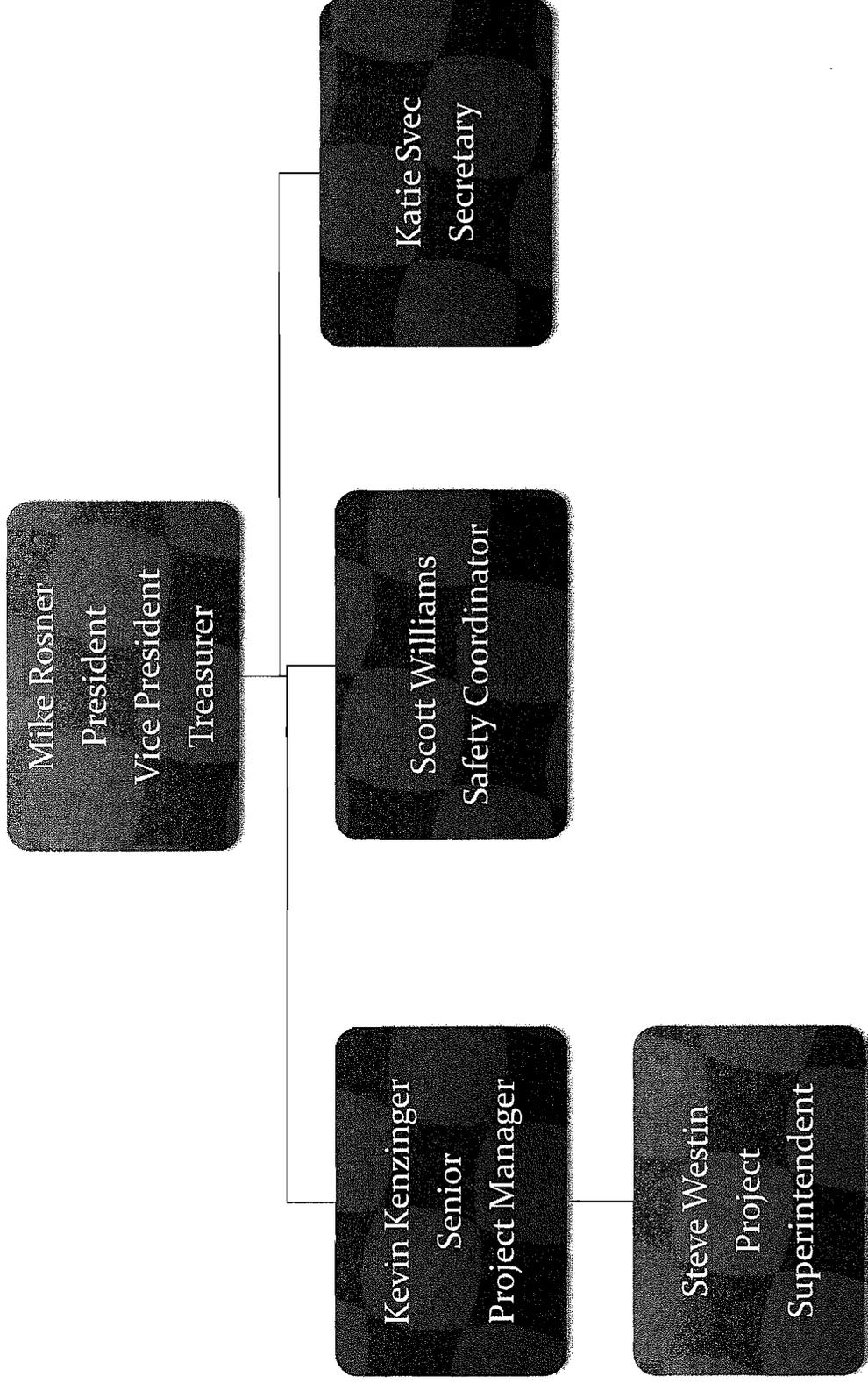
Foreman • Tenant Fire Protection • Bridgeview, IL • 2005-2010

- Fire pump, dry valve/pre-action system installation, inspection, and testing
- Fire sprinkler wet system installation, inspection, and testing
- Installation of Parking Structure Sprinkler Systems
- Service work- repair and maintenance of existing sprinkler systems
- Tenant space, build-outs and head relocation
- FM 200 System installation, service and repair work

Journeyman • FE Moran • Northbrook, IL • 2000-2005

- Fire pump, dry valve/pre-action system installation, inspection, and testing
- Fire sprinkler wet system installation, inspection, and testing
- Installation of Parking Structure Sprinkler Systems
- Service work- repair and maintenance of existing sprinkler systems
- Tenant space, build-outs and head relocation

Anchor Mechanical



SPECIAL CONDITIONS - EXHIBIT E
REQUEST FOR SUBSTITUTION FORM
(PART 1 OF 2)

TO: Mr. Eric Luchetta-Stnedel, AIA
Parking Garage Partners
303 East Wacker Drive
Suite 900
Chicago, Illinois 60601

CC: Mr. Warrick Graham, Sr., AIA
Office of Capital Planning
Cook County Government
69 West Washington; 30th Flr.
Chicago, Illinois 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 MFR'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
COOK COUNTY GREEN
CONSTRUCTION ORDINANCE

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.

EXHIBIT G
RELEVANT EXPERIENCE¹

CUSTOMER REFERENCES

REFERENCE #1-

- Customer: Northern Trust 801 S Canal St, Ste 2, Chicago, IL 60607
- Project Title: Maintenance, and Repairs of parking garage sprinkler system.
- Reference Name: John Arvans
- Reference Phone Number: (312) 557-0829
- Summary of Work- Provide services to perform skilled work for installation, servicing, repair, and maintenance of all fire sprinkler system components. Provide regular preventative maintenance for parking garage sprinkler system.

REFERENCE #2-

- Customer: Lincoln Property 120 N. LaSalle Chicago IL 60602
- Project Title: Maintenance, and Repairs of parking garage sprinkler system.
- Reference Name: Patrick Hickey
- Reference Phone Number: (312)-345-4850
- Summary of Work- Provide services to perform skilled work for installation, servicing, repair, and maintenance of all fire sprinkler system components. Provide regular preventative maintenance for parking garage sprinkler system.

REFERENCE #3-

- Customer: Swissotel 323 E Wacker Dr, Chicago, IL 60601
- Project Title: Maintenance, and Repairs of parking garage sprinkler system.
- Reference Name: Eric Wiley
- Reference Phone Number: (312) 565-0565
- Summary of Work- Provide services to perform skilled work for installation, servicing, repair, and maintenance of all fire sprinkler system components. Provide regular preventative maintenance for parking garage sprinkler system.

REFERENCE #4-

- Customer: Grand Plaza - U.S. Equities Realty 540 N. State Street Chicago IL 60654
- Project Title: Maintenance, and Repairs of parking garage sprinkler system.
- Reference Name: Daniel Prosser
- Reference Phone Number: (312) 343-7043
- Summary of Work- Provide services to perform skilled work for installation, servicing, repair, and maintenance of all fire sprinkler system components. Provide regular preventative maintenance for parking garage sprinkler system.

EXHIBIT H

STROGER HOSPITAL CONSTRUCTION REQUIREMENTS

- 1) HOSPITAL REQUIREMENTS
- 2) HOSPITAL DISASTER, FIRE AND SAFETY MANUAL

INDEX

MISCELLANEOUS FORMS

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Subcontractor/Supplier Monthly Participation Payment Report	MF-6

BID DEPOSIT FORM

AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND IN
CONJUNCTION WITH THE BID HEREWITH SUBMITTED

TO: County of Cook

BID FOR: _____

BID DOCUMENT NUMBER: _____ BID OPENING DATE: _____

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

() Cashier's Check () Bank Draft () Other _____

Drawn on: _____ of: _____
BANK CITY STATE

Draft or Check Number: _____ Dated: _____

Amount: \$ _____

Submitted by: _____

BIDDER'S NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

1. () HELD: _____ DATE: _____
2. () MAILED: _____ DATE: _____
3. () DELIVERED TO: _____ DATE: _____
4. () BOND SUBSTITUTED: _____ DATE: _____
5. () BOND MAILED TO: _____ DATE: _____

SUBCONTRACTOR'S
CERTIFICATION CONCERNING LABOR STANDARDS
AND
PREVAILING WAGE REQUIREMENTS

To (Contractor):

Date: _____

Project Number: _____

Project Name: _____

1. The undersigned, having executed a contract with _____

_____ (Contractor)
_____ for _____
_____ (Nature of work)
_____ in the amount of \$ _____

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.
 - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
 - (c) No part of the aforementioned contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.
3. The workmen will report for duty on or above _____
_____ (date)

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

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

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

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR: _____

SIGNATURE: _____

DATE: _____

COUNTY OF COOK
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)

CONTRACT TITLE: _____

CONTRACT NUMBER: _____

I. **Name of Joint Venture:**

Address of Joint Venture:

_____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Information:

Phone Number: () _____

Fax Number: () _____

E-Mail Address: _____ @ _____

II. **Identify each (Non) MBE/WBE Joint Venture Partner(s):**

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: () _____

E-Mail Address: _____ @ _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: () _____

E-Mail Address: _____ @ _____

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (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)
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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)
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(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:

MBE/WBE NAME	AMOUNT OF CONTRACT	AMOUNT PURCHASED	AMOUNT PAID TO DATE
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Total amount of contract: \$ _____

Total amount paid to Prime Contractor to date: \$ _____

Total amount purchased from MBEs to date: \$ _____

Total amount paid to MBEs to date: \$ _____

Total amount purchased from WBEs to date: \$ _____

Total amount paid to WBEs to date: \$ _____

STATUS REPORT OF PAYMENTS TO MBE/WBE PARTICIPANTS

Page 2 of 2

Contract Title: _____

Contract Number: _____

UPON PENALTY OF PERJURY I AFFIRM THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE PRIME CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Bidder: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on _____ / _____ / _____ (date)
_____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument
was executed).

Signature of Notary Public

(Seal)

RETURN THIS FORM TO:
LaVerne Hall
Director
Office of Contract Compliance
Cook County Government
118 North Clark Street, Room 1020
Chicago, Illinois 60602

MF-5a

PW8.11



SUBCONTRACTOR/SUPPLIER MONTHLY PARTICIPATION PAYMENT REPORT

Contract Title: _____

Contract Number: _____

Date: _____

Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone Number: _____

Fax Number: _____ e-mail address: _____

Prime Contractor: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone Number: _____

Fax Number: _____ e-mail address: _____

Amount of Prime Contract: \$ _____

Amount of Subcontract: \$ _____

Description of Service/Supply: _____

Amount Billed by Subcontractor/Supplier from Project Start to Date: \$ _____

Amount Paid to Subcontractor/Supplier from Project Start to Date: \$ _____

RETURN THIS FORM TO:

**LaVerne Hall
Director
Office of Contract Compliance
Cook County Government
118 North Clark Street, Room 1020
Chicago, Illinois 60602**

MF-6

PW8.11

INDEX

PROPOSAL EXECUTION FORMS

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PROPOSAL

CONTRACT FOR WORK

CONTRACT DOCUMENT NO. 11-53-137

FOR PROJECT: Stroger Hospital-Garage Sprinkler Piping Replacement Project

AT: 1800 West Polk Street

Chicago, Illinois 60612

Proposal Submitted by:

Anchor Mechanical Inc.
215 S. Aberdeen St
Chgo. IL 60607

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:

Stroger Hospital-Garage Sprinkler Piping Replacement Project

The Work is located at:
1800 West Polk Street
Chicago, Illinois 60612

as well as the premises and the conditions affecting the Work, the undersigned hereby agrees(s) to furnish all labor, materials, equipment, machinery, apparatus, implements for the Work in accordance with the Contract Documents, as noted, for the Base Bid sum of:

Six hundred and Twenty - one thousand,
Five hundred DOLLARS (\$ 621,500.00)
SPECIFY AMOUNT IN WRITING AND NUMBERS

BID DUE DATE

Bids are to be received no later than 10:00 AM on Monday, November 14, 2011
on the Tenth Floor, 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 Date: 11-7-11
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

BID DEPOSIT

The Bid Deposit in the amount of: 10% - Six Thousand, Two hundred
and Fifteen DOLLARS (\$ 6,215.⁰⁰)

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

90 **CALENDAR DAYS.**

Time Is Of The Essence Of This Contract

BASE BID BREAKDOWN

The requirements of the Advertisement for Bids, the Instructions to Bidders, and Conditions of the Contract, all Proposal and Miscellaneous Forms, Forms supplementary to Proposal, and Specifications and Drawings for the Work are hereby incorporated by reference into the following Base Bid Breakdown.

The Contractor shall provide a breakdown of the Base Bid Sum into the following categories:

PROJECT: Stroger Hospital-Garage Sprinkler Piping Replacement Project DOCUMENT NO: 11-53-137

DESCRIPTION	COSTS
I. BASE BID	COLUMN I
A. Bond	\$ <u>10,000.⁰⁰</u>
B. Conditions of the Contract	\$ <u>3,000.⁰⁰</u>
C. Design / Professional Services	\$ <u>20,000.⁰⁰</u>
D. Mobilization	\$ <u>15,000.⁰⁰</u>
E. Construction (<i>includes all warranties and guarantees</i>)	\$ <u>573,500.⁰⁰</u>
II. TOTAL BASE BID (Items A through E)	\$ <u>621,500.⁰⁰</u>

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

SERVICES AND SYSTEM COMPONENTS - UNIT PRICES

In the event that, during the progress of the Work:

1. Conditions are encountered that could not be reasonably foreseen and are not due to the Contractor's negligence in fulfilling the requirements of the Contract Documents;
2. And/or changes are made by the direction of the Project Director in the amount of work to be executed as required by the Contract Documents;
3. And if such change constitutes a deviation from the services, materials, or quantities agreed upon for the Work, the Bidder proposes and agrees:
 - a. That if said changes involve additions to the Work, above and beyond that required by the Contract Documents, he/she will supply all materials, labor, and services to perform such additional Work and will accept remuneration for such materials, labor, and services in accordance with the following unit prices as bid.
 - b. That if said changes involve deductions from the Work for the specified unit prices, the Bidder agrees to make no claim against the Owner for damages; or for loss of anticipated profits on account of deductions occasioned by such changes; or by omission of any services for, or items of, the required work.
4. Unit prices shall include all Work complete, including overhead, profit, insurance, bond, taxes, all general and other expenses.
5. Unit prices shall be applicable during the entire Contract period, and shall be applicable without exception either as an add or a deduct.
6. Unit prices shall be guaranteed for a period of one year from the date of Final Completion.
7. Changes shall be duly authorized by the County and processed in accordance with the Contract Documents.
8. Unit prices shall be one of the components used to evaluate the total bid sum and its competitiveness. Where unit prices are determined to be unreasonable by the Director, said unit prices will be rejected. The Owner reserves the right to negotiate all unit prices.
9. Following is a listing of unit prices required. Bidder shall supplement the list as necessary to reflect any additional components of his/her system and services.
10. The bidder shall provide a breakdown of the Base Bid Sum into the categories noted below. The requirements of the Advertisement for Bids, the Instructions to Bidders, Conditions of the Contract, all Proposal and Miscellaneous Forms, Forms supplementary to Proposal, and Specifications and Drawings for the Work are hereby incorporated by reference into the following Unit Price Breakdown.

PROPOSAL AGREEMENTS

BID

The undersigned agrees that the bid of one percent (1%) of the Bid is enclosed herewith.

PERFORMANCE AND PAYMENT BONDS

The undersigned agrees to furnish a Performance and Payment Bond as specified.

EXAMINATION

The undersigned declares that he has carefully examined the Contract Documents and also the site of the proposed Work and that he fully understands the detailed requirements of construction and all local conditions affecting the Contract.

PERFORMANCE

The undersigned agrees to furnish all labor, materials and equipment necessary to complete the work described in, incidental to and in accordance with the Contract Documents for the amount of the Bid herein submitted.

ACCEPTANCE OF PROPOSAL

The undersigned agrees that failure to submit all required documents, bonds, certificates within the time provided shall automatically terminate the Contractor's rights to this Contract, and shall bar the undersigned from future consideration on County contracts. The undersigned further agrees that the Cook County Board of Commissioners have the right to reject any and all proposals and to determine qualification of bidders.

CONTRACT DOCUMENTS

The undersigned agrees that the Contract Document shall include: invitation for bids and/or advertisement for bids, Contractor's proposal/bids, Owner's acceptance, Vendor's Certifications, certificate of pre-bid field inspection, Contractor's certificate concerning labor standards and prevailing wage requirements, minority and female participation, performance bond, proposal acceptance, general conditions, special conditions, general requirements, specifications, addenda, general and detailed plans and drawings, and any written agreements required to complete the Work. The undersigned further agrees that the above documents shall be considered one integrated document setting forth the obligations of the parties, including the performance of the Work, the furnishing of labor and materials and the basis of payment.

PRE-BID FIELD INSPECTION

This is to certify that I have on 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/s not specified in the Contract and as found by my field / site inspection/s are shown on the back of this form and/or attached sheets.

Ken Botta
NAME
Ken Botta
SIGNATURE
Project Manager
OFFICIAL CAPACITY
Anchor Mechanical Inc
COMPANY NAME
312-492-6994
TELEPHONE NUMBER

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

Pre-Bid Conference Date: October 24, 2011

Attendance at Pre-Bid Conference Confirmed By:
Cook County Office of Capital Planning & Policy, Project Director

Warrick Graham, Sr., AIA
NAME
[Signature] 10/24/11
SIGNATURE DATE

Pre-Bid Inspection Date: October 24, 2011 **Location/s:** 1800 West Polk Street, Chicago, Illinois

Attendance at Pre-Bid Inspection Confirmed By:
Cook County Office of Capital Planning & Policy, Project Director

Warrick Graham, Sr., AIA
NAME
[Signature] 10/24/11
SIGNATURE DATE

Pre-Bid Inspection Date: _____ **Location/s:** NA

Attendance at Pre-Bid Inspection Confirmed By:

NAME

SIGNATURE DATE

Pre-Bid Inspection Date: _____ **Location/s:** NA

Attendance at Pre-Bid Inspection Confirmed By:

NAME

SIGNATURE DATE

If less than three days of Field Inspections are scheduled per Legal Notice, mark "NA" on "Location" line of unused sections.
Project Director or Designee will sign form only upon completion of Conference and Inspections

CONTRACTOR'S
CERTIFICATE CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

Recipient:

County of Cook
118 N. Clark Street
Chicago, IL 60602

Date: 11-11-2011
Project Number: Stroger Garage Sprinkler Piping Replace
Project Name: 11-53-137

1. The undersigned, having executed a Contract with the County of Cook for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standard provisions are included in the aforesaid Contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;
2. He certifies that:
 - (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- Sole Proprietorship
 Partnership
 Corporation
 Other Organization (Describe)

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

NAME	TITLE	ADDRESS
Michael Rosner	President	1224 133 rd Ct. Lemont, IL 60439

(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

(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

CONTRACTOR: Anchor Mechanical Inc.

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.

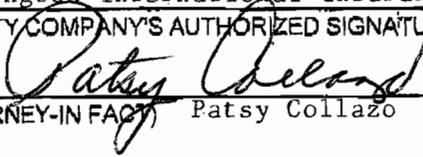
IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE,
THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS
CONTRACT.

The undersigned confirms that Washington International 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 11-53-137 to Anchor Mechanical, Inc.
(NUMBER) (BIDDER)

The penalty of this bond is to be \$ _____
(TOTAL DOLLAR AMOUNT OF CONTRACT)

Washington International Insurance Company
(SURETY COMPANY'S AUTHORIZED SIGNATURE)


(ATTORNEY-IN FACT) Patsy Collazo

02695 32778
AMB # NAIC #

SURETY
CORPORATE
SEAL

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CARL DOHN, JR., WILLIAM P. MAHER, KAREN DOHN,
JEFFREY S. MOORE, PATSY COLLAZO and GARY W. PETRIE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of September, 20 11.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 13th day of September, 20 11, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
D. Jill Nelson, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14th day of November, 20 11.

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

MBE/WBE Utilization Plan

Have the MBE and WBE Project Specific Goals been met as stated in the bid documents?
X Yes _____ No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve MBE or WBE participation for each Goal not met.

A proposed MBE or WBE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Procedure. The Letter of Certification must be attached to the bid.

Disclosure of MBE and WBE Participation
(Please duplicate as needed)

Name of MBE/WBE Subcontractor/Supplier: Fullerton Industrial Supply
Contact Person: Lauren Bellagamba Title: President
Address: 1456 W. Fullerton Ave. Chgo. IL 60614
E mail: Lauren@FullertonIndustrial.net Telephone No: 773-525-3003
Amount of Subcontract: \$ 62,150.00
Percentage of the total base bid: 10 %
Description of the work: Supply Materials for piping replace

Name of MBE/WBE Subcontractor/Supplier: F & T Fire Protection Inc.
Contact Person: Israel Vuirquiz Title: President
Address: 13241 S. Baltimore Chgo. IL 60633
E mail: ivuirquiz@ftfireprotection.com Telephone No: 708-362-6056
Amount of Subcontract: \$ 149,160.00
Percentage of the total base bid: 21 %
Description of the work: provide labor for piping replace.

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

Name of non-certified Subcontractor/Supplier: VIKING SUPPLY NET
Contact Person: MARC HAMILTON Title: CUSTOMER SERVICE REPRESENTATIVE
Address: 640 CENTER AVE - UNIT A, CAROL STREAM IL 60188
E mail: MHAMILTON@SUPPLYNET.COM Telephone No: 800 451 3772 X 3209
Amount of Subcontract: \$ TBD
Percentage of the total base bid: _____ %
Description of the work: MATERIAL SUPPLIER
Reason MBE or WBE was not used: _____

Name of non-certified Subcontractor/Supplier: FERGUSON FIRE AND FABRICATION
Contact Person: SETH DEPUY Title: FACILITY MANAGER
Address: 1405 MITCHELL COURT ADDISON IL
E mail: SETH.DEPUY@FERGUSON.COM Telephone No: 630 705 0616
Amount of Subcontract: \$ TBD
Percentage of the total base bid: _____ %
Description of the work: MATERIAL SUPPLIER
Reason MBE or WBE was not used: _____

Name of non-certified Subcontractor/Supplier: HD SUPPLY FIRE PROTECTION
Contact Person: CHRIS EARLE Title: BRANCH MANAGER
Address: 5144 W. 73RD STREET, BEDFORD PARK IL
E mail: CHRISTOPHER.EARLE@HDSUPPLY.COM Telephone No: 708.728.9793
Amount of Subcontract: \$ TBD
Percentage of the total base bid: _____ %
Description of the work: MATERIAL SUPPLIER
Reason MBE or WBE was not used: _____

N/A

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.

N/A

**Good Faith Efforts Contacts Log for Soliciting
MBE/WBE Subcontractor or Supplier Participation
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of MBE/WBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of MBE/WBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of MBE/WBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

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

Contract Title: Stroger Hospital - Garage Sprinkler Piping Replace Contract Number: 11-53-137

Prime proposer: Anchor Mechanical Inc.

Address: 215 S. Aberdeen St. Chgo IL 60607
Street City State Zip Code

Telephone: ³¹² 492-6994 Fax: ³¹² 492-6996 e mail: KKenzinger@yahoo.com

Proposed contract amount \$: 621,500.00

Proposed subcontract amount \$: 62,150.00 10%

Type of agreement: lump sum hourly rate unit price

MBE/WBE subcontractor or supplier: Fullerton Industrial Supply

Address: 1456 W. Fullerton Chgo IL 60614
Street City State Zip Code

Telephone: ⁷⁷³⁻ 525-3003 Fax: _____ e mail: Lauren@FullertonIndustrial.net

Work to be performed by MBE/WBE: Supply Materials for Sprinkler replacement

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:
Anchor Mechanical Inc.
Name of Firm

By: [Signature]
Signature

Michael Rosner
Print Name

President
Title

11-11-11
Date

MBE/WBE
Fullerton Industrial Supply
Name of Firm

By: [Signature]
Signature

Lauren Bellagamba
Print Name

President
Title

11-11-11
Date

STATE OF Illinois

COUNTY OF COOK

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

William L. Rerucha
Notary Public

WILLIAM L. RERUCHA
Printed Name of Notary



STATE OF Illinois

COUNTY OF COOK

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

William L. Rerucha
Notary Public

WILLIAM L. RERUCHA
Printed Name of Notary





CITY OF CHICAGO
OFFICE OF COMPLIANCE

August 24, 2010

Lauren Bellagamba
 Fullerton Industrial Supply, Inc.
 1456 W. Fullerton Ave.
 Chicago, IL 60614

Annual No Change Affidavit Due:

June 1, 2011

Dear Fullerton Industrial Supply, Inc.:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise / Women Business Enterprise (MBE/WBE) by the City of Chicago. This certification is valid until June (2013).

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 June 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 April 1, 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/WBE if you fail to

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

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

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

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

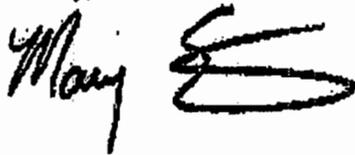
Distributor of Industrial Supplies and Equipment

(Including Janitorial Supplies, Plumbing Supplies, Electrical Supplies, Fasteners, Welding Supplies, Safety Supplies, Abrasives, Hand Tools, Power Tools, Pressing Tools, Utility Locating Equipment, Drain Cleaning & Diagnostic Equipment, Measuring Tools, Pains, Wire Rope Clips, Hooks, Shackles, Hardware Supplies, Filters, Poly Bags, Heating Ventilation and Air-Conditioning (HVAC) Supplies)

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Mary Elliott", with a 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

Stroger Hosp: Garage

Contract Title: Sprinkler piping Replace Contract Number: 11-53-B7

Prime proposer: Anchor Mechanical Inc.

Address: 215 S. Aberdeen St. Chgo. IL 60607
Street City State Zip Code

Telephone: 312-492-6994 Fax: 312-492-6996 e mail: KKenzinger@yahoo.com

Proposed contract amount \$: 621,500.00

Proposed subcontract amount \$: 149,160.00 - 24%

Type of agreement: lump sum hourly rate unit price

MBE/WBE subcontractor or supplier: F & T Fire Protection Inc.

Address: 13241 S. Baltimore Chgo. IL 60633
Street City State Zip Code

Telephone: 708 362-6056 Fax: 708 362-6036 e mail: ivurquiz@ftfireprotection.com

Work to be performed by MBE/WBE: Provide labor for
Sprinkler Replacement

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:
Anchor Mechanical Inc.
Name of Firm

By: [Signature]
Signature
Michael Rosner
Print Name

President
Title

11-11-11
Date

MBE/WBE
F & T Fire Protection Inc.
Name of Firm

By: [Signature]
Signature
Israel Viurquiz
Print Name

President
Title

11-11-11
Date

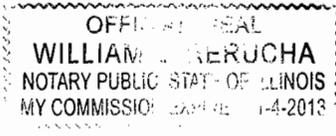
STATE OF Illinois

COUNTY OF Cook

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

William L. Rerucha
Notary Public

WILLIAM L. RERUCHA
Printed Name of Notary



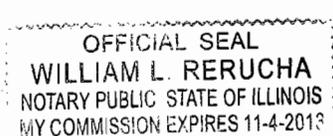
STATE OF Illinois

COUNTY OF Cook

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

William L. Rerucha
Notary Public

WILLIAM L. RERUCHA
Printed Name of Notary





CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

F&I DISTRIBUTORS, INC. (dba: F&T FIRE PROTECTION, INC.)

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 238210, 238220, 238990**

****Description of their products/services as defined by the North American Industry Classification System (NAICS)**

Product/Service Description: CONSTRUCTION MANAGEMENT WITH SPECIALTY IN FIRE PROTECTION (ALARM AND SPRINKLER) SYSTEMS

8/31/2011

Issued Date

8/31/2012

Expiration Date

CH2734

Certificate Number

President, ChicagoMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A.	

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

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

a) Is Bidder a "Local Business" as defined above?
Yes: No:

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

215 S. Aberdeen St.
Chicago, IL 60607

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

_____	Applicant has no "Substantial Owner."
OR <input checked="" type="checkbox"/>	
_____	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): _____

17-17-217-007-0000

(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:

N/A.

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: Mechanical Contractor / Business License
County Department: Purchasing

Applicant Information:

Last name: Rosner First Name: Michael MI: F
SS# (Last Four Digits): 4 5 4 5
Street Address: 1224 133rd Ct.
City: Lemont State: IL Zip: 60439
Home Phone: (630) 257 - 9285 Drivers License No: R256-5466-1056

Child Support Obligation Information:

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

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

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

Signature: [Signature] Date: 11-11-11

Subscribed and sworn to before me this 11th day of Nov, 20 11

X [Signature]
Notary Public Signature



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: Anchor Mechanical, Inc. D/B/A: N/A FEIN NO: 36-4248861

Street Address: 215 S. Aberdeen St

City: Chgo. State: IL Zip Code: 60607

Phone No.: 312-492-6994

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Michael Rosner	1224 133 rd ct Lemont, IL 60439	100%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

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

Name	Address	Percentage of Beneficial Interest	Relationship
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.

Michael Rosner
Name of Authorized Applicant/Holder Representative (print or type)

President
Title

[Signature]
Signature

11-11-11
Date

MikeRosner@yahoo.com
E-mail address

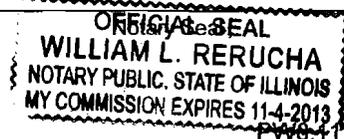
312-492-6994
Phone Number

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

My commission expires: 11-4-2013

x William J. Rerucha
Notary Public Signature

PE-7g





COOK COUNTY BOARD OF ETHICS

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Michael Rosner Title: President

Business Entity Name: Anchor Mechanical Inc. Phone: 312-492-6994

Business Entity Address: 215 S. Aberdeen St Chgo IL 60607

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

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

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

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

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

[Signature] _____ Date 11-11-11

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

a Notary Public in and for Cook County

[Signature]
(Signature)

NOTARY PUBLIC SEAL
OFFICIAL SEAL
WILLIAM L. RERUCHA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-4-2013
My Commission expires 11-4-2013

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

NA

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this
_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

N/A

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A CORPORATION
(SECTION 8)

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

BUSINESS NAME: Anchor Mechanical Inc.

BUSINESS ADDRESS: 215 S. Aberdeen St.
Chgo. IL 60607

BUSINESS TELEPHONE: 312-492-6994 FAX NUMBER: 312-492-6996

CONTACT PERSON: Michael Rosner

FEIN: 36-4248861 *IL CORPORATE FILE NUMBER: 6010-746-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Michael Rosner VICE PRESIDENT: Michael Rosner

SECRETARY: Michael Rosner ^{Project Manager} ~~TREASURER:~~ Caley Byrne

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

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

X [Signature]
Notary Public Signature



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

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

November 11th 2011
Anchor Mechanical, Inc.
215 S. Aberdeen St.
Chicago, IL 60607

Procurement Director
Cook County
118 North Clark Street Room: 1018
Chicago, IL 60602
RE: Contract # OMP H11-53-137 Garage Sprinkler Piping Replacement at Stroger
Hospital of Cook County.

Dear Procurement Director,

I, Michael Rosner, President of Anchor Mechanical, Inc. authorize Caley R. Byrne, Project Manager to attest to my signature for the purposes of Cook County Contract # OMP H11-53-137 Garage Sprinkler Piping Replacement at Stroger Hospital of Cook County. If you have any questions, please contact me at 312-492-6994.

Sincerely,

A handwritten signature in black ink, appearing to read 'MR', with a long horizontal stroke extending to the right.

Michael Rosner, President
ANCHOR MECHANICAL, INC.

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 Prosser

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY PURCHASING AGENT

Taher Rashed

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF March, 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

11-53-137

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 621,500⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY

RECEIVED
OFFICE OF THE
CLERK OF THE
COURT
2012 FEB 11 PM 1:09
PROCEEDINGS

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

BOND NO. 9147304

Know All Men By These Presents, That we, Anchor Mechanical, Inc.
as principal, Washington International Insurance Company

_____ as surety, are held and
firmly bound unto The County of Cook in the penal sum of Six Hundred Twenty One
Thousand, Five Hundred and 00/100----- Dollars (\$ 621,500.00),
lawful money of the United States of America, for the payment of which sum of money well and
truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and
assigns, firmly, by these presents.

Signed sealed, and delivered this 9th day of February, 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 3rd day of February, 20 12, for Contract No. 11-53-137

Stroger Hospital Garage Sprinkler Piping Replacement Project

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.

ANCHOR MECHANICAL, INC.
PRINCIPAL/CONTRACTOR

By: [Signature]
PRESIDENT

SEAL
[Signature]
SECRETARY

WASHINGTON INTERNATIONAL INSURANCE COMPANY
SURETY

By: [Signature]
SURETY/ATTORNEY-IN-FACT, Patsy Collazo
(ATTACH POWER OF ATTORNEY)

SEAL
02695 32778
AMB# NAIC#

Approved as to form:

William L. Rerucha 9TH DAY
FEBRUARY, 2012

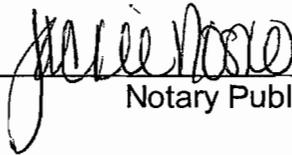
By _____
ASSISTANT STATE'S ATTORNEY



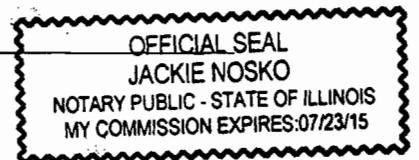
(STATE OF Illinois)
(COUNTY OF Cook)

On this 9th Day of February, 2012 before me came, Patsy Collazo, who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized ATTORNEY-IN-FACT of Washington International Insurance Company that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Notary Public



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

CARL DOHN, JR., WILLIAM P. MAHER, KAREN DOHN,
JEFFREY S. MOORE, PATSY COLLAZO and GARY W. PETRIE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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 binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature]

David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13th day of September, 20 11.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 13th day of September, 20 11, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
D. Jill Nelson, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 9 day of February, 20 12

[Signature]

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company