

CONTRACT FOR WORK
DOCUMENT NO. 12-23-305



MECHANICAL SYSTEMS UPGRADE
PROVIDENT HOSPITAL AND SENGSTACKE CLINIC
PROVIDENT HOSPITAL PARKING STRUCTURE

500 EAST 51ST STREET
CHICAGO, ILLINOIS

VOLUME 1 OF 2
REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

FOR:
THE OFFICE OF CAPITAL PLANNING AND POLICY
JOHN T. COOKE, DIRECTOR

ISSUED BY:
THE OFFICE OF THE CHIEF PROCUREMENT OFFICER
MARIA de LOURDES COSS
CHIEF PROCUREMENT OFFICER

PREPARED BY:
STV INCORPORATED
200 WEST MONROE ST. SUITE 1650
CHICAGO, ILLINOIS 60606

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

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VOLUME 1 OF 1

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

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**THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT**

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**COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

**MARIA DE LOURDES COSS
CHIEF PROCUREMENT OFFICER**

County Building
118 North Clark Street, Room 1018
Chicago, Illinois 60602-1304
TEL: (312) 603-5370

July 27, 2012

ADDENDUM NO. 1

**Contract Document #12-23-305
Mechanical Systems Upgrade
Provident Hospital and Sengstacke Clinic
Provident Hospital Parking Structure**

This Addendum No. 1 provides the Pre-Bid Conference Sign-In Sheets, a Response to Questions, a revised contract page, and Drawing SK-M-1: Refrigerant Piping Diagram. Please take this information into consideration on your proposal. Please acknowledge this addendum in your proposal.

- 1. Pre-Bid Conference Sign-In Sheets – July 23, 2012 (5 pages)**
- 2. Response to Questions (6 pages)**
- 3. Revised Contract Document (1 page)**

Contract Page:

- 1. Remove Page SC-1 and replace with Page SC-1R**
 - The quantity for Section SC-01: Item I "Contract Time" has been revised from 280 calendar days to 240 calendar days.

- 4. Drawing SK-M-1: Refrigerant Piping Diagram (1 page)**



1. Pre-Bid Conference Sign-In Sheets – July 23, 2012 (5 pages)



Attendance Sign In Sheet Pr2 - Bid Conference

Subject: Contract No. 12-23-305 Mechanical Systems Upgrade - Provident Hospital			
Date: July 23, 2012		Time: 10:00 AM	
Location: 500 E. 51st Street, Chicago, IL 60615			
Second Floor Cafeteria			
NAME	AFFILIATION	E-MAIL	PHONE NO.
KEVIN KEUZNIGER	AMI	kkenzinger@yahoo.com	312-296-5603
JOE MOKAZYSKI	PROV PLANT		312-572-1381
BRUCE BARE	BARON MALAN	bruce.bare@bartonmalan.com	312-882-8681
TIM GALENTHNER	AMS	T.GALENTHNER@AMS - PMT.COM	630-884-7700
Stephen Strand	Autumn Construction	stephen_strand@autumnconstruction.com	630-588-9585
Andy Usher	Ideal Heating	aushere@ameritech.net	708-680-5000
TON FURLONG	AMI	TFURLONG@SBCGLOBAL.NET	708-997-0115
NICK ANDREWS	PACIFIC CONST SERVICES, LLC	NICK.ANDREWS@PESCHICAW.COM	773-290-1593
ROY ANDERSON	AMS	ANDERSON@AMS - PMT.COM	773-630-320-7783
ROMESH KANSAL	STV	Romesh.Kansal@stvinc.com	312-553-4162
Joseph D. Coity	PtkSafety	jdc@ptksafety.com	312/572-1379



Attendance Sign In Sheet Pre-Bid Conference

Subject: Contract No. 12-23-305 Mechanical Systems Upgrade - Provident Hospital

Date: July 23, 2012 Time: 10:00 AM Location: 500 E. 51st Street, Chicago, IL 60615
Second Floor Cafeteria

NAME	AFFILIATION	E-MAIL	PHONE NO.
BRIAN ROLDE	DIVANE BROS ELECTRIC	BROHDE@DIVANEBROS.COM	(847) 261-5220
Don FitzGibbons	PLANT OPS		312 572 1114
Tom Kelleher	AMS	kelleher@amsmpmt.com	630-320-7723
STEVE STORCK	Aurora Const.	steve.storck@auroraconstruction.com	630-588-9585
TOM WHELAN	PHCL	TWHELAN@COOKCOUNTYILHS.ORG	312 572 1101
SIM DAWSON	CODE ENGINEERING	CODE.SIM@COMCAST.NET	630 953 8586 MDE
STEVE STEFFENS	MCDONOUGH ASSOCIATES	ssteffens@maiengr.com	312-729-4814
Henry Lopez	Accel Pacific JV	hlopez@acceldevgroup.com	773-275-8641
MATT JOHNSON	PATH CONSTRUCTION	MJOHNSON@PATMILL.COM	850-232-0938
RIC KRAUSE	PATH CONST. CO	RKRAUSE@PATHCC.COM	847-342-1100 x12
SERGIO SILVA	C.C. COMPLIANCE	sergio.silva@cookcounty.il.gov	(312) 603-5574
WARREN GIBSON	CC REP	WARREN.GIBSON@COOKCOUNTYIL.GOV	312/603-0311
TERRY CROWLEY	FE MORAN	C.FLESHER@FEMORAN.COM	847-714-8182

2. Response to Questions (6 pages)

**CONTRACT No. 12-23-305 ADDENDUM NO. 1
MECHANICAL SYSTEMS UPGRADE - PROVIDENT HOSPITAL
RESPONSE TO QUESTIONS**

<u>Item No.</u>	<u>Questions</u>	<u>Answers</u>
1	I was wondering if there is a requirement by Cook County on the maximum amount that a prime contractor can sub-contract to other companies. I did not see anything in the bid documents which indicated this information.	Per Section IB-15 (page IB-5), "The Contractor shall perform a minimum of 20% of the work with his own forces."
2	Do the mechanical systems interface with a proprietary Building Automation System? If so, please provide contact information for the control system rep.	Chiller plant controls is a stand alone system. Electric/switchgear room cooling/ventilation system(s) and pre-heat steam coils controls are to be interfaced with the existing Alerton Building Automation System. Contact information for the control system rep. may be obtained from Alerton Building Automation Systems.
3	There is an existing building automation system. What equipment interfaces to this system? Including chillers, cooling towers, coil replacement, and any other miscellaneous points.	See answer to item #2.
4	I recall that the existing chillers are 4160V. The new schedules call for this again but Note # 1 says "unit mounted." 4160V starters are large starters and to my knowledge nobody makes a unit mounted 4160V starter. Can you confirm if the new starters will be unit or field mounted (as existing).	The chillers on which design is based will accommodate 4160V starters to be mounted on the chillers. If other manufacturer(s) chillers require floor mounted starters, the contractor shall be responsible to prepare installation drawings for the starters for the Architect's approval.
5	What is the voltage on the oil pump? This is required so we know how it will wire in the field and affect the electrical cost.	The chiller oil pump is wired internally (transformer included) and is powered through the main power to the chillers (4160V)
6	Is there an existing DDC BAS? The specs on the chiller plant control say to be provided by chiller manufacturer and then it also states to provide BACNET card unit mounted. I'd like to get clarification on who you expect the controls to come from, Carrier / Trane or 3rd party BAS contractor that will do all the programming?	The chiller plant controls, as specified, shall be provided by the chiller manufacturer (a single point responsibility for plant controls) and be BacNet compatible to allow to be interfaced by others, if needed, in the future.
7	There are multiple types of starters listed in the spec. I am providing Across the Line which is one of the options.	Any type of starters listed is acceptable, subject to Contract Documents requirements.

**CONTRACT No. 12-23-305 ADDENDUM NO. 1
MECHANICAL SYSTEMS UPGRADE - PROVIDENT HOSPITAL
RESPONSE TO QUESTIONS**

Item No.	Questions	Answers
8	Seismic certification is referenced in the spec. I assume this was a standard note left in the spec and not truly required for our area. If so we would need to know more specifics to qualify true seismic certification and isolators, such as sds number and local requirements. Again since I don't even see spring isolators shown on the plans I assume this is not really required.	Seismic certification is not required. In specifications volume 2, Section 23416- Centrifugal Water Chillers, delete paragraph 1.5B in its entirety.
9	Are new air separators or expansion tanks required for the new systems?	New air separators or expansion tanks are not required.
10	Is the existing chemical treatment system being reused for the new cooling towers or is a new system required? If new, who is the current chemical treatment company?	Existing chemical treatment system to be used. Refer to General Note #1 on sheet M-10.
11	Who is responsible for draining, filling and venting of the systems?	The contractor is responsible. Coordination with the Plant Director is required.
12	Is there any information on inline pump P-5 shown on drawing M-5 for AHU 1&2?	Pump P-5 information has been provided on sheet M-20. See IN-LINE PUMP SCHEDULE.
13	Are the basket strainers for the cooling towers duplex or simplex and is there a specification?	Duplex Strainers: ASTM A 126, Class B, high tensile cast iron with bolted cover and bottom drain connection. Flanged ends to match pipe size. 40 mesh strainer with perforated SS basket with 50% free area. 125psi rated
14	What are the floor to floor dimensions from the basement to the third floor?	From Basement floor to Third floor, the height is 40 feet (as shown on as-built drawings). Contractor to verify in field.
15	Sheet M-12 shows (2) high performance butterfly valves on entering and leaving side of pump P-4 please confirm whether this is required?	Two (2) high performance butterfly valves at entering and leaving side of pump P-4 are not required.
16	For Option C, what size refrigerant piping should be used for connecting the condensing unit and air handler? Please provide piping detail for coil and condensing unit connections.	Please refer to sketch SK-M-1 dated 7/27/12 attached for piping sizes and connection details.
17	Is there a preferred temperature control company?	No, there is no preferred control company. Comply with the requirements in the Contract Documents.

**CONTRACT No. 12-23-305 ADDENDUM NO. 1
MECHANICAL SYSTEMS UPGRADE - PROVIDENT HOSPITAL
RESPONSE TO QUESTIONS**

<u>Item No.</u>	<u>Questions</u>	<u>Answers</u>
18	Would the County consider pushing the bid time to late Monday afternoon (after 3PM) or Tuesday in order to ensure last second subcontractor costs can be incorporated into the bid to lower the cost to the County?	No, the bid opening date will remain August 6, 2012 at 10:00 AM C.S.T.
19	No Door Hardware specification is found in Volume 2 of the specs. Please clarify the desired manufacturer and model of hardware listed in the Door Schedule on A-1.	<p>Door Hardware schedule:</p> <p>Continuous Hinge: Pemko CFS83BP-HDI Bommer FM83HD McKinney MCK-14HD</p> <p>Overhead Stops: Rixson 0700 Sargent 1790 Series ABH 1000 Series</p> <p>Cylinder Locks: Sargent 8200 Schlage LV9080 Corbin Russwin ML2059</p> <p>Smoke Seal: Pemko PK55 NGP 5075B Hager</p>
20	Please confirm Option C Door 108 is to be reinstalled with existing frame and hardware.	Option C door is to be installed with existing frame and hardware.
21	Will space for lay down of materials be allocated on site?	Open space at the back of the Pharmacy building and reasonable amount of space inside the hospital will be allowed for lay down of materials.
22	Will the Contractor have free use of tying into electrical, heating, and water utilities for Construction.	Yes, the contractor will be allowed free use of utilities for construction purposes. Coordinate with the Plant Director.

**CONTRACT No. 12-23-305 ADDENDUM NO. 1
MECHANICAL SYSTEMS UPGRADE - PROVIDENT HOSPITAL
RESPONSE TO QUESTIONS**

Item No.	Questions	Answers
23	Will the permit cost be waived? If not, will the County pick them up to avoid the costs being added to the bid? If by the Contractor, please provide the amount of the permit costs, we have been told that permit costs can be as much as 4% of the project cost, which we feel is abnormal in the industry.	The Contractor is responsible for all permit fees. Contractors may go to Chicago-Department of Buildings Fee calculator weblink for fee estimation: https://ipweb.cityofchicago.org/DynamicPortal/Forms/FeeCalculator.aspx
24	How will the Alternate/Option A-C pricing be evaluated in determining the low bidder.	A contract, if awarded by the County, will be issued to the lowest responsive and responsible bidder as determined by the Total Bid Price. The Total Bid Price consists of the Base Bid items and the Options. Given this, the options will factor into the determination of the low bidder.
25	Section 213900 of the specification book indicates specifications of controllers for fire pump drivers. There was (1) Fire Protection drawing within the full set of drawings. The fire protection drawing is indicated as page F-1. There is nothing on page F-1 that indicates anything about controllers for fire pump drivers. There Please advise as to if there is a fire protection page missing in the bid set drawings or if we should disregard the specification section 213900.	Existing Fire Pump controller/ATS is to be replaced. See floor plan sheet E-3 for location, Single line E-9, and ATS Schedule and key note #3 on sheet E-11 for information.
26	It was mentioned within the pre bid site visit that there may be some fire protection work in the parking structure associated within this bid package. There is nothing shown within the fire protection drawing page F-1 or within the specifications indicating this work. Please advise as to if there is any fire protection work required to be preformed within the parking structure.	No fire protection work is required in the parking structure.

**CONTRACT No. 12-23-305 ADDENDUM NO. 1
MECHANICAL SYSTEMS UPGRADE - PROVIDENT HOSPITAL
RESPONSE TO QUESTIONS**

<u>Item No.</u>	<u>Questions</u>	<u>Answers</u>
27	<p>The mandatory walk thru did not address the condenser piping on the 1st floor. We had a second scheduled voluntary walk thru Tuesday. We asked the Engineer that assisted us to show us the 1st floor horizontal condenser piping, over the false ceiling. This piping will be impossible to install without moving existing clutter. Is there contingency money set aside to move/reconnect existing unknown feeds/service? If not, are all obstacles to be identified? The Electrical, the sprinkler pipe, communication cables all could be for the Emergency room, it was not identified.</p>	<p>If field conditions require any of the existing utilities to be relocated to complete project scope, include the costs in your bid price. Coordinate with the Plant Director during installation.</p>
28	<p>The Emergency Department Expansion Air Supply: There is nothing specified in the drawings or in the spec book as to what exactly is needed as far as units "System" specifications, location of new unit and size. The Emergency room is a critical area so we would also need specifics on what times we could do a change over, etc... Also if there is enough Electrical Power available for the Emergency Dept. Air Supply Unit.</p>	<p>1. The air handling unit and condenser unit locations are both shown on sheet M-2, "Emergency Department Waiting Room AHU Addition, HVAC New work Plan." Exact locations shall be coordinated in the field. The physical size of the basis of design unit (AAON Model RN-015-3-0-FB09-175) can be estimated from the concrete equipment pad sizes indicated on sheet A-3, "Emergency Department Waiting Room AHU Addition, Partial First Floor Plan - Proposed Emerg. Dept. Waiting Area."</p> <p>2. Option C Work will be performed in the ER Waiting Area, not inside the Emergency Room. Proposed Work must be coordinated with Provident Hospital (PHCC). In general terms, PHCC hours of operation are from 7am until 3pm, however, the Hospital is open 24 hours, 7 days a week. Work may be required to be performed during "off hours" in order to complete the project within the Contract Time. Provide PHCC a minimum of 48 hours notice prior to the start of any proposed work.</p> <p>3. The air handling unit and condenser system design parameters, requirements, options and accessories are scheduled on sheet M-2, "Emergency Department Waiting Room AHU Addition, Schedules."</p> <p>4. Refer to drawing E-101 included with Option C for proposed electrical power connection.</p>

CONTRACT No. 12-23-305 ADDENDUM NO. 1
 MECHANICAL SYSTEMS UPGRADE - PROVIDENT HOSPITAL
 RESPONSE TO QUESTIONS

Item No.	Questions	Answers
29	There is a Performance Bond as well as the Bid Bond on this contract correct ?	Yes, there is a Performance Bond as well as a Bid Bond for this contract.
30	On the Roof. There is a Liebert Split System unit. That unit would have to be removed during the roof membrane removal and install. Please clarify what that unit feeds ? Please let us know if we need to provide temporary cooling for that space ? If we need to relocate that unit ?	Include coordination, relocation and temporary cooling as needed to complete project scope. Coordinate with the Plant Director during installation.

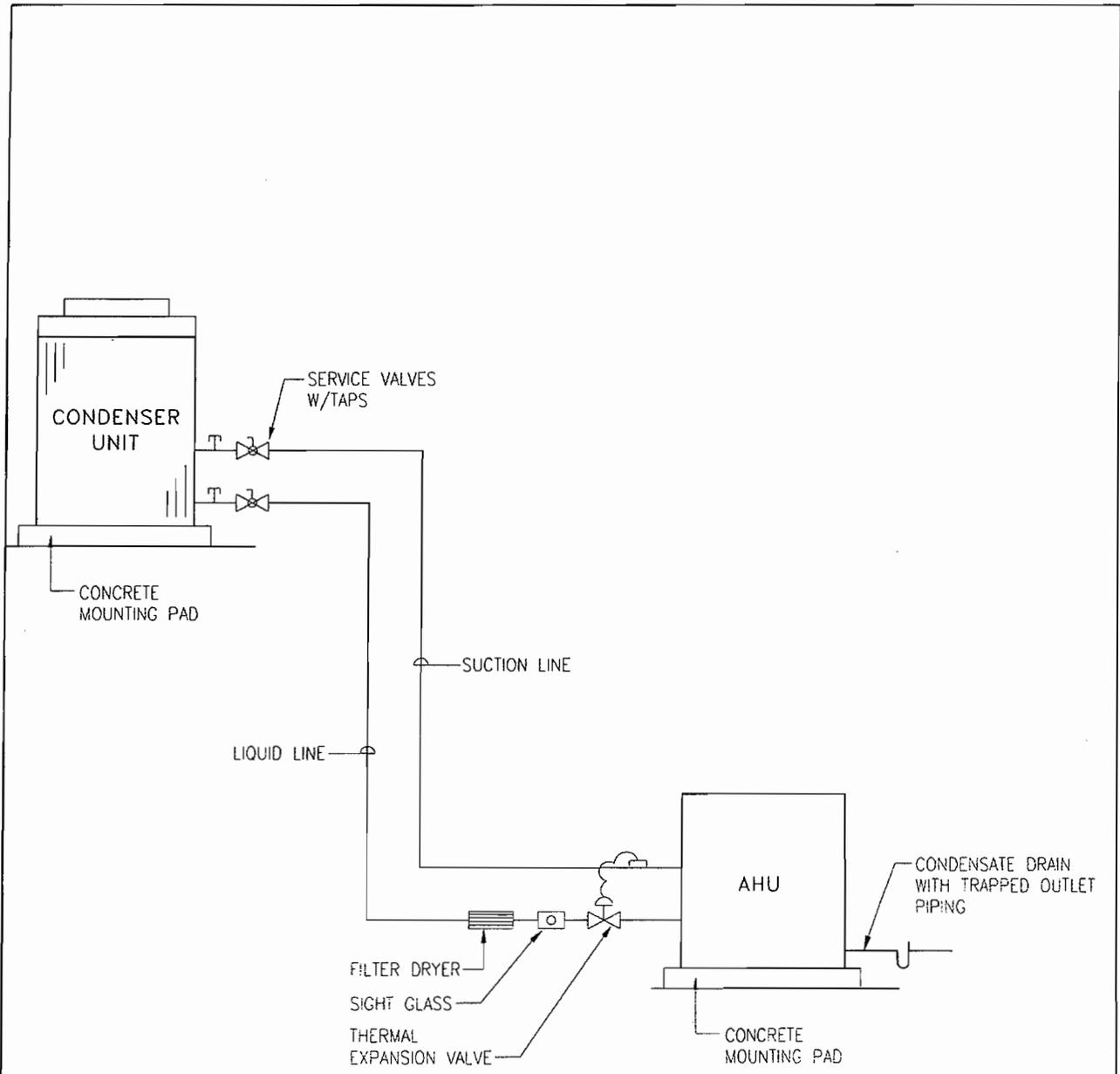
3. Revised Contract Document (1 page)

SPECIAL CONDITIONS

SC-01 DEFINITIONS (Ref. IB-01)

- A. The "Director" as defined in IB-01 Paragraph A. of the Instructions to Bidders is the Director, or in their absence the Deputy Director, of the Office of Capital Planning and Policy, County of Cook, Illinois.
- B. The "Chief Procurement Officer" as defined in IB-01 Paragraph C. of the Instructions to Bidders is Maria de Lourdes Coss, Chief Procurement Officer, 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 STV Incorporated, and/or CCJM Engineers.
- The "Program Manager" as defined in IB-01 Item E of the Instructions to Bidders is not applicable for this project. Any reference to a Program Manager in the body of the documents shall be construed as a reference to the County or Architect, at the option of the County.
- D. "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.
- E. The "Project" means Provident Hospital - Mechanical Systems Upgrade, 500 east 51st Street, Chicago, Illinois 60615
- F. "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 Chief Procurement Officer of Cook County.
- G. "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.
- H. "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.
- I. "Contract Time" shall mean a period of ~~Two Hundred & Forty Eighty (240) (280)~~ calendar days starting on the Notice to Proceed Date.
- J. "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.
- K. "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.
- L. "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.
- M. "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.

4. Drawing SK-M-1: Refrigerant Piping Diagram (1 page)



NOTES:

1. ALL REFRIGERANT PIPING SHALL BE INSULATED TYPE K COPPER WITH SILVER SOLDER.
2. REMOVE ALL EXPANSION DEVICES, ETC. FROM AIR STREAM.
3. LIQUID LINES SHALL BE 0.625". SUCTION LINES SHALL BE 1.125" (DUAL CIRCUIT)

1 REFRIGERANT PIPING DIAGRAM
SCALE: NTS

OPTION C

McDonough Associates Inc. Engineers/Architects <small>180 N. State Street, Suite 1500, Chicago, IL 60601 P (312) 948-8800 F (312) 948-7199 www.mclantr.com</small>	PROVIDENT HOSPITAL OF COOK COUNTY EMERGENCY DEPARTMENT WAITING ROOM RENOVATION AND EXPANSION	RESPONSE TO AUTUMN CONSTRUCTION SERVICES INC RFI	Contract Doc. No. 12-23-305	SK-M-1
			Drawn by: WMC	
			Date: 7/27/12	

ADVERTISEMENT FOR BIDS

**ATTACH COPY
OF
LEGAL ADVERTISEMENT**

PROJECT OVERVIEW

Project Name: Cook County Provident Hospital
Mechanical Systems Upgrade

Contract No.: 12-23-305

General Description of the Work:

The Work consists of furnishing all means, methods, labor, materials, tools, equipment, transportation and services for performing all Work as shown on the Bid Documents, including all appurtenant work and accessories, to the complete satisfaction of, approval and acceptance by the County.

The work of project consists of: removal and replacement of existing chillers, cooling towers and associated pumps, valves, controls, electrical and structural work; removal and replacement of existing pre-heat steam coils in existing air handling units; providing new emergency duress alarm system; replacement of existing automatic transfer switches; replacement of existing combination fire pump controller and automatic transfer switch; providing cooling and ventilation for the electrical room in the basement; replacement of emergency generator batteries; repair of roof deck at cooling towers; associated architectural, electrical and structural work.

This description of work is intended to be general in nature and is neither a complete description nor a limitation on the work to be performed. Contractor must perform all Work described in the Bid Documents or reasonably inferable as necessary to produce the results specified therein, except to the extent specifically indicated in the Bid Documents to be the responsibility of others.

Estimated Project Cost: \$4,000,000 to \$6,000,000

Advertisement Date: July 9, 2012
Bid Documents will be available at the Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, IL 60602. Bidders must register with the County's eProcurement Site at <http://198.65.148.209/purchasing/public/index.php> as a plan holder in order to receive notification of any Addenda issued. Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

Bid Document: For this project, Bid Documents will be provided on CD-ROM. Bid Documents are limited to one CD-ROM per contractor.

Pre-Bid Conference: July 23, 2012 at 10:00 A.M. C.S.T.
Cook County Provident Hospital
Second Floor Cafeteria
500 East 51st Street
Chicago, IL 60615

Field Inspection: Field Inspection will be conducted immediately following the Pre-Bid Conference. **Attendance at the Pre-Bid Conference and Field**

Inspection is mandatory in order for a bid to be considered.Please confirm your attendance, include number of personnel attending, to edmund.rendon@cookcountyil.gov. Include project name on the subject line of e-mail.

Question Cut-off: July 25, 2012 at 4:30 P.M. C.S.T.
All Requests for Interpretation (RFI's) must be submitted in writing to Edmund Rendon, Contract Negotiator, edmund.rendon@cookcountyil.gov, prior to the question cut-off date and time or no response will be provided except at the discretion of the Chief Procurement Officer.

Bid Opening Date: August 6, 2012 at 10:00 A.M. C.S.T.
Bids shall be submitted in triplicate on the forms provided, with bid deposit, in accordance with Instructions to Bidders. Sealed bids will be received in Room 1018, County Building, 118 N. Clark Street, Chicago, IL 60602. Bids shall be deposited in the box provided for that purpose. Bids will be publicly opened and read aloud. **No bids will be received after the date and time specified herein.**

Bid Deposit/Bond: 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.

DBE Participation Goals: 35%

Award of Contract: A contract, if awarded, will be to the lowest responsive and responsible bidder, as determined by the Chief Procurement Officer, in the amount of the Total Bid Price. The Chief Procurement Officer and the Cook County Board of Commissioners reserve the right to reject any and all bids.

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INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS

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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. CHIEF PROCUREMENT OFFICER shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois 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 Disadvantaged Business 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 bid 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 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 Chief Procurement Officer 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 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.

If the bidder is a corporation, the President and Secretary shall execute three (3) copies of the Bid. 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 bids 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 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.

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 Bid 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 bids in envelopes provided for that purpose and shall deposit them in the bid box located at the Bid and Bond, 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 bids 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 bid, 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 bids 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 bid for a period of ninety (90) calendar days after said advertised bid opening; nor shall the successful bidder withdraw, cancel or modify the Bid after having been notified by the Chief Procurement Officer that said Bid has been accepted by the Cook County Board of Commissioners.

IB-08 BID DEPOSIT

The Bid 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 Bid submitted without being accompanied by the foregoing will be considered informal and will be rejected. Any Bid 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 Bid, 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 Bid 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 Bid 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-4

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 bid documents.

Bid documents must be complete. Partially completed bid 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 Bids 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 Chief Procurement Officer 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 Chief Procurement Officer, within seven (7) 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 Bid 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 Bid 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 seven (7) calendar days after acceptance of the Bidder's Bid 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 Bid 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-5

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 bids containing deviations or exceptions.

IB-20 INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a Bid is in doubt as to the true meaning of any part of the Specification or other Contract Documents, he may submit to the Chief Procurement Officer 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 Chief Procurement Officer. 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 Bids. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the Proposal Page. 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 Chief Procurement Officer
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 Bid, 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.

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 Bids.
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 Chief Procurement Officer 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.

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 Director, 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-8 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 Chief Procurement Officer 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-9 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 Chief Procurement Officer 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-10 NUMBER OF DOCUMENTS

The County will be issuing the Bid Documents on CD-ROM. Bid Documents are limited to one CD-ROM per contractor. If additional copies or physical prints are required, it is the contractor's responsibility to make additional copies or find a printer capable of producing a full size set of plans.

GC-11 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-12 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 bid, 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-12 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-13 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-14 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 Chief Procurement Officer 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 Chief Procurement Officer 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-15 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-15 PAYMENT TO CONTRACTOR (CON'T)

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-15 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-16 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 10% of the Contract value or greater or which extend the term of the contract by one (1) year 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 10% of the Contract value or extend the term less than one (1) year may only be made with the advance approval of the Chief Procurement Officer.

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-16 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-16 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 or 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-16 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-17 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 Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific, relevant contract provisions to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within three days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director. The decision of the Chief Procurement Officer 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-18 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-19 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-20 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' qualification to the Director and Architect for approval.

GC-21 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-21 PROTECTION OF PERSONS AND PROPERTY (CON'T.)

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

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

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

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

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

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

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.

GC-21 PROTECTION OF PERSONS AND PROPERTY (CON'T.)

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-22 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-23 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-24 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-25 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' 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-26 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-27 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-28 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-29 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-30 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-31 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-32 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-33 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-34 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 Bid. Failure to comply may subject bidder to disqualification.

GC-35 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-36 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-37 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-38 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-39 INSPECTION OF WORK

The Architect, Program Manager, Director and the Chief Procurement Officer 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-40 ACCIDENT REPORTS

The Director, Architect, Program Manager and Chief Procurement Officer 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-41 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-42 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-43 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-44 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-45 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:

CHIEF PROCUREMENT OFFICER
County of Cook

County Building
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference Project and County Contract Document Number)

TO THE VENDOR:

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

GC-46 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-47 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-48 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-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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 Disadvantaged Business Enterprises (DBEs).

In furtherance of this policy, Cook County has established Annual Aspirational Goals of 35% DBE participation on an aggregate basis.

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 DBE Goals or the Bidder's documented Good Faith Efforts to do so.

A Bidder may achieve the Project Specific DBE Goals by its status as a DBE; by subcontracting a portion of the work to one or more DBEs; by entering into a joint venture with one or more DBEs; or by any combination of the foregoing.

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A Contractor's failure to carry out in good faith its Project Specific DBE Goal commitment 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 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 applicable civil and criminal laws.

The Bidder must maintain a record of all relevant data with respect to the utilization of DBEs, 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 DBE Utilization Plan or documents regarding the Bidder's compliance with its Utilization Plan, these General Conditions, or the DBE Program.

II. Required Pre-Award Bid Submittals

To be responsive, a Bidder shall either (1) meet the Project Specific DBE Goal by submitting with the bid a Utilization Plan, supported by Letters of Intent and Letters of Certification from the proposed DBEs, and, if applicable, and Joint Venture Affidavit(s), establishing that the Bidder has met the Project Specific DBE goals, or (2) if the Bidder cannot achieve the Project Specific DBE Goals, by submitting with the bid documentation its Good Faith Efforts to meet the Project Specific DBE Goals. Good Faith Efforts mean actions undertaken by a Bidder to achieve a DBE 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.

A. DBE 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 DBEs to meet the Project Specific Goals.

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

A DBE Bidder may count its own participation, less any amount subcontracted to a Non-DBE subcontractor, toward the project specific DBE Goal.

A Bidder may count only the participation of DBEs for the scopes of work for which they are certified on or before the date of the Bid submission. If the DBE 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.

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A Bidder may count the DBE participation of every level of subcontracting toward the Project Specific Goal(s) of DBEs 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 DBE 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 DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not Good Faith Efforts to meet the DBE contract requirements.

A Bidder must document its Good Faith Efforts in its Utilization Plan.

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.

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 DBE 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 DBE 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 Program (IL UCP) Disadvantaged Business Enterprise Commitment, 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 DBE Goal the certification of any firm that does not conform to the eligibility standards.

D. Joint Venture Affidavit

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

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

III. Contract Monitoring

A. Forms

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

Please return the reports to the attention of:

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

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 DBE 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 DBE have been made and the

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Contractor has been unsuccessful in substituting with a DBE 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.

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 DBE so as to meet the Project Specific Goal(s). If Good Faith Efforts, as described above, to add a DBE 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 DBE, the County's Project Manager shall notify in writing the Contractor and the DBE. 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.

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

END OF SECTION

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SPECIAL CONDITIONS

SC-01 DEFINITIONS (Ref. IB-01)

- A. The "Director" as defined in IB-01 Paragraph A. of the Instructions to Bidders is the Director, or in their absence the Deputy Director, of the Office of Capital Planning and Policy, County of Cook, Illinois.
- B. The "Chief Procurement Officer" as defined in IB-01 Paragraph C. of the Instructions to Bidders is Maria de Lourdes Coss, Chief Procurement Officer, 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 STV Incorporated, and/or CCJM Engineers.
- The "Program Manager" as defined in IB-01 Item E of the Instructions to Bidders is not applicable for this project. Any reference to a Program Manager in the body of the documents shall be construed as a reference to the County or Architect, at the option of the County.
- D. "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.
- E. The "Project" means Provident Hospital - Mechanical Systems Upgrade, 500 east 51st Street, Chicago, Illinois 60615
- F. "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 Chief Procurement Officer of Cook County.
- G. "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.
- H. "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.
- I. "Contract Time" shall mean a period of Two Hundred & Eighty (280) calendar days starting on the Notice to Proceed Date.
- J. "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.
- K. "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.
- L. "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.
- M. "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.

- N.** "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.
- O.** "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.
- P.** "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.
- Q.** "Key Personnel" shall mean those individuals defined in SC-25, who are identified on Exhibit D, to be completed by Contractor and included in the Contractor's bid.

SC-02 SPECIFICATIONS (Ref. IB-01)

The Specifications consist of those volumes noted below.

- Volume 1 – Requirements for Bidding and Instructions for Bidders
- Volume 2 – Technical Specifications
- Drawing Index: See Exhibit A

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

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

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

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

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

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

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

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

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

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

SC-05 BIDDER WARRANTIES (Ref IB-10)

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

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

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

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

Each Bidder shall submit with its bid proposal an executed Surety Statement of Qualification for Bonding (PE-5). Upon award, 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 (Not Applicable)

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 xx p.m. on xx-xx-xxxx, 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-18. 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 County and 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: STV, Incorporated
Attn: Romesh Kansal
200 W. Monroe Street, Suite 1650
Chicago, IL 60606

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-16. 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-18. 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-18.
 5. A copy of each permit application shall be submitted to the County within 3 calendar days after filing for such application. A copy of the actual permit shall be submitted to the County within 3 calendar days after it's receipt by Contractor.
- B. Contractor to Provide Copies:** The Contractor shall provide copies to the Owner, Program Manager and Architect of all correspondence, applications, and transmittals related to the building and other permits simultaneously with mailing or filing of such material. The Contractor shall submit two (2) copies of each building and other permit to the Owner, Program Manager and Architect prior to starting Work for which such permit is required.
- C. Permit Fees:** Contractor shall be responsible for procuring, at its own expense, any and all permits necessary for the completion of the Project.
- D. Agencies Having Jurisdiction Over Aspects of the Project:** The Contractor is advised that the following agencies may have jurisdiction over aspects over the Work of this Project:
1. Department of Transportation/City of Chicago
 2. Illinois Department of Transportation
 3. Bureau of Water Distribution/City of Chicago
 4. Department of Sewers/City of Chicago
 5. Bureau of Electricity/City of Chicago
 6. Bureau of Streets/City of Chicago
 7. AT&T and/or other Telecommunication Providers as applicable
 8. Commonwealth Edison
 9. Peoples Energy/Nicor
 10. Chicago Transit Authority
 11. Western Union Telegraph/MCI
 12. Metropolitan Water Reclamation District
 13. Fire Prevention Bureau/City of Chicago
 14. Department of Building and Zoning/City of Chicago
 15. Departments of Building and Zoning of Local Municipalities
 16. Cook County Department of Building and Zoning
 17. Office of the State Fire Marshall
 18. Illinois Environmental Protection Agency

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

SC-14 INSURANCE REQUIREMENTS

Cook County Insurance Requirements

WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS

SUBROGATION AND WAIVER

- 1) The Contractor shall require all policies of insurance that are in any way related to the work to include clauses providing that each insurer shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of Cook County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of Cook County which he/she may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

INSURANCE REQUIREMENTS OF THE CONTRACTOR

- 1) Prior to the commencement of the work, the Contractor, at its cost, shall secure and maintain at all times during the performance of this agreement the insurance specified below with limits not less than those specified 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 notify these insurance companies shall in no way relieve them from their obligations under this contract. The insurance purchased and maintained by the Contractor shall be on a primary, non-contributory basis with respect to any other insurance issued to or maintained by 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) The limits of liability shall be as stated in paragraph 2.a) through 2.f), unless, prior to commencement of any work, written approval is granted by Cook County for variance from these limits.
 - a) 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:

Waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's or Subcontractor's waiver of its Kotecki rights

Employers' Liability coverage with a limit of:

\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 Policy Limit for Disease

- b) Commercial General Liability Insurance.

An occurrence form Commercial General Liability policy to cover bodily injury and property damage.

The General Liability coverage shall have a combined bodily injury and property damage limit of \$1,000,000 per occurrence and \$2,000,000 aggregate with the following provisions included:

- i) All Premises and Operations.
- ii) Explosion, collapse and underground damage.
- iii) Independent contractor's protective liability.
- iv) Broad form contractual liability.

- v) Broad form property damage liability.
- vi) Cross Liability.
- vii) Products and Completed Operations coverage (for a minimum of 2 years following project completion).
- viii) General Aggregate Limit shall be specifically endorsed to provide that the General Aggregate Limit applies separately to this project
- ix) Products/Completed Operations limit of \$2,000,000 each occurrence and in the aggregate.

c) Commercial 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 limits not less than the following:

- i) Liability All Autos: Bodily Injury & Property Damage \$1,000,000 per Occurrence

d) Contractor's Pollution Liability

Contractor will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim and aggregate with a deductible no greater than \$250,000 each claim.

The policy will provide coverage for sums the Contractor becomes legally obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by a pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons, lead and microbial matter. Microbial matter includes fungi, bacterial or viral matter which reproduces through the release of spores or the splitting of cells or other means, including but not limited to mold, mildew and viruses, whether or not such microbial matter is living.

Cook County and their agents will be included as additional insureds on the Contractor's pollution liability policy and the coverage afforded to the additional insureds under this policy will state that it is primary and non-contributing to coverage maintained by any additional insured.

Contractor waives and will require its contractor's pollution liability insurer to waive their rights of subrogation against Cook County and its agents for claims insured by the contractor's pollution liability insurance.

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

e) Umbrella Excess Liability Insurance

In addition to the coverage specified above, the Contractor shall provide the following excess liability insurance:

- i) \$5,000,000 each occurrence for all liability.
- ii) The policy shall be endorsed to provide that the limit applies separately to this project.

f) Builders' Risk/Installation Floater

Builders' Risk Insurance or Installation Floater Insurance is required on an all risk form, including flood and earthquake, for 100% of the completed value of the Work, unless otherwise specified in

the Special Conditions. A Builders' Risk policy shall be required for construction of a building or an addition to a structure. Installation Floater Insurance shall be required for renovation projects. Such policy shall include as named insured parties the County and all SubContractors, as their interests may appear. The policy deductible shall not exceed \$25,000, unless otherwise set forth in Special Conditions, and the Contractor shall be responsible for payment of the deductible in the event of covered loss. The 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. Upon request, the Contractor will furnish County with the cost of the premium and deductible for the Builders' Risk or Installation Floater policy.

g) Property Insurance

Contractor will maintain property insurance covering all property owned by, or in control of Contractor which is not be incorporated into the Work, including, without limitation, tools, equipment and materials.

Tools and Equipment

The Contractor shall secure, pay for and maintain, and shall require its SubContractors to maintain, property casualty insurance as 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 requirement 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 County, Program Manager, and the Architect for any loss of owned or rented equipment.

h) Additional Insured

- i) The County of Cook, Illinois
- ii) Elected Officials of Cook County
- iii) Employees of Cook County

The additional insured shall be listed on the Commercial General Liability, Contractor's Pollution Liability and Umbrella/Excess Liability policies.

It is also understood that relative to the Commercial General Liability, Contractor's Pollution Liability and Umbrella/Excess liability policies, the County of Cook shall have the rights of an Additional Insured as provided by ISO CG 2037 and CG 20 10 endorsement forms or their equivalent. No other form will be accepted without expressed prior approval of Cook County Risk Management. This requirement will remain in force throughout the two year term of the completed operations extension of coverage.

All policies shall contain a 60 day Notice of Cancellation/Non-Renewal to Cook County.

i) 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 VII 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 VII will be acceptable only upon written consent of Cook County.

INSURANCE NOTICES

All policies of insurance which may be required under terms of this agreement shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 60 days prior to the effective date of any cancellation/Non-Renewal 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 furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by the Contractor and each subcontractor in connection with the performance of the work. As and when Cook County may direct, copies of actual insurance policies or renewals or replacements thereof shall be submitted to Cook County. All copies of policies, if any, and certificates of insurance submitted to Cook County shall be in a form and content acceptable to Cook County.

In no event shall any failure of the County to receive Certificates of Insurance required or to demand receipt of such certificates of insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements. Certificates must include the required additional insured endorsement on a primary, non-contributory basis and waiver of subrogation for all insurance policies. When an insurance policy expires, Contractor shall supply replacement certificates that clearly evidence the continuation coverage in the same manner, limits and coverage.

All the requirements imposed by the policies referred to above and to be performed by Contractor shall likewise be imposed upon, assumed and performed by each of the Subcontractors.

SC-15 VARIATIONS (Ref. GC-13)

General Condition GC-13 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-14)

The following provisions are added to General Condition GC-14

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 there from. 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-16)

The following provision is added to the end of the second paragraph of GC-16:

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-17)

The third sentence of GC-17 is deleted in its entirety, and replaced with the following: "Upon request of the Chief Procurement Officer, 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-20)

GC-20 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-21)

General Condition GC-21 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-23)

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

General Condition GC-23 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-24)

The first paragraph of GENERAL CONDITIONS, item GC-24 GUARANTEES AND WARRANTIES, is modified to read as follows:

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

After the third paragraph of GC-24 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-24.

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-26)

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 (INTENTIONALLY OMITTED)

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-20 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-20 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-20 and GC-21, 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 \$1500 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 (Not Applicable)

Work under this Contract shall conform with the criteria to achieve basic certification as a minimum, and use its best efforts to achieve the "Silver" certification with the LEED (Leadership in Energy and Environmental Design) Rating System Version 2.0/2.1, or the most recent version, Administered by the U.S. Green Building Council, and as required by the Technical Specifications.

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 Chief Procurement Officer, 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-39)

General Condition GC-39 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-40)

The first sentence of General Condition GC-40 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-45)

Notice to the Owner shall also be given to:

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

Office of the Chief Procurement Officer
Attn: Elvia Fernandez, Deputy Procurement Officer
118 N. Clark, Room 1018
Chicago, IL 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-18 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 be provided to the Office of the Chief Procurement Officer 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 Office of the Chief Procurement Officer, with a copy to the Director of the Office of Capital Planning and Policy (at the address set forth in SC-35) and the Architect. Questions will be answered in writing by means of an Addendum issued by the Office of the Chief Procurement Officer. Questions must be received no later than 4:30 p.m. on July 25, 2012.

SC-42 SECURITY REQUIREMENTS

Contractor will be required to fulfill, and to cause its subcontractors to fulfill, applicable security requirements of County. These include providing identification cards for all employees working on the Project site, providing the County with photocopies of all such identification cards, social security numbers, and similar requirements. Contractor will indemnify, defend and hold the County harmless from any action arising out of the release of such information related to security requirements and background checks.

Contractor must perform criminal background checks at Contractor's cost, of all employees of Contractor and any subcontractors who will be present at the Project site. Results of such background checks must be provided to the Project Director, and no employee to whom the County has an objection will be assigned to the Project.

SC-43 SAFETY & UTILITY SHUTDOWNS

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

SC-44 CONSTRUCTION PHOTOGRAPHS

Definitions.

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

"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 later than the last day of every month. Payment Applications will not be processed unless all Photographs required by this section are up to date and on file in the Office of Capital Planning and Policy.

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

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

SC-45 COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

SC-46 ADDITIONAL BID DOCUMENTS (Ref. GC-10)

Intentionally omitted

SC-47 EXHIBITS

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

1. Exhibit A: Drawing Index
2. Exhibit B: Federal Clauses
3. Exhibit C: Time Schedule Format
4. Exhibit D: Key Personnel
5. Exhibit E: Davis-Bacon Wage Rates
6. Exhibit F: Cook County Green Construction Ordinance
7. Exhibit G: Relevant Experience
8. Exhibit H: Waiver Release Form
9. Exhibit I: Patient/Staff Relocation Form
10. Exhibit J: Sample Certificate of Compliance-Infection Control Policies Form

**SPECIAL CONDITIONS
EXHIBIT A
DRAWING INDEX**

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

DWG. NO.	TITLE
G-0	CODE MATRIX/CHECKLIST
G-1	SHEET INDEX
G-2	EQUIPMENT HANDLING PARTIAL FLOOR BASEMENT PLAN
A-1	DEMOLITION AND NEW CONSTRUCTION PARTIAL PLAN
A-2	THIRD FLOOR COOLING TOWER PARTIAL PLANS
M-0	MECHANICAL HVAC SYMBOLS LIST, ABBREVIATIONS AND GENERAL NOTES
M-1	EXISTING MECHANICAL EQUIPMENT & PIPING PARTIAL BASEMENT FLOOR PLANS
M-2	DUCTWORK MODIFICATION PARTIAL BASEMENT FLOOR PLANS
M-3	DEMOLITION PARTIAL BASEMENT FLOOR PLAN
M-4	NEW MECHANICAL EQUIPMENT AND PIPING PARTIAL BASEMENT FLOOR PLANS
M-5	PARTIAL BASEMENT FLOOR PLAN – MECHANICAL
M-6	PARTIAL FIRST FLOOR AND SECOND FLOOR PLANS - MECHANICAL
M-7	PARTIAL THIRD FLOOR PLANS – MECHANICAL
M-8	PARTIAL FOURTH FLOOR PLANS – MECHANICAL
M-9	SECTIONS
M-10	COOLING TOWER SECTIONS
M-11	DEMOLITION OF CHILLED/CONDENSER WATER SYSTEM – FLOW DIAGRAM
M-12	NEW CHILLED/CONDENSER WATER SYSTEM – FLOW DIAGRAM
M-13	CHILLER PLANT CONTROL SCHEMATIC
M-14	CHILLER PLANT CONTROL POINT LIST
M-15	DETAILS AND DIAGRAMS
M-16	DETAILS AND DIAGRAMS
M-17	DETAILS AND DIAGRAMS
M-18	MECHANICAL EQUIPMENT SCHEDULES
M-19	MECHANICAL EQUIPMENT SCHEDULES
M-20	MECHANICAL EQUIPMENT SCHEDULES
P-1	PLUMBING MODIFICATION PARTIAL FLOOR PLANS
F-1	FIRE PROTECTION MODIFICATION PARTIAL FLOOR PLAN
E-1	ELECTRICAL SYMBOL, LEGEND AND GENERAL NOTES
E-2	PARTIAL BASEMENT & 3 RD FLOOR PLANS - DEMOLITION

DWG. NO.	TITLE
E-3	PARTIAL BASMETN FLOOR PLAN – POWER
E-4	PARTIAL 3 RD FLOOR PLAN – POWER
E-5	PARTIAL 4 TH FLOOR PLAN – POWER
E-6	PARTIAL ELECTRICAL ONE-LINES
E-7	MCC-CB AND MCC-CH ELEVATIONS
E-8	NEW ELECTRICAL ONE-LINE
E-9	NEW ELECTRICAL ONE-LINE
E-10	NEW ELECTRICAL ONE-LINE
E-11	ELECTRICAL SCHEDULES
E-12	ELECTRICAL SCHEDULES – SEQUENCE OF CONSTRUCTION
E-13	HOSPITAL BASEMENT PLAN – DURESS SYSTEM
E-14	HOSPITAL 1 ST FLOOR PLAN – DURESS SYSTEM
E-15	HOSPITAL 2 ND FLOOR PLAN – DURESS SYSTEM
E-16	HOSPITAL 3 RD FLOOR PLAN – DURESS SYSTEM
E-17	HOSPITAL 4 TH FLOOR PLAN – DURESS SYSTEM
E-18	HOSPITAL 5 TH FLOOR PLAN – DURESS SYSTEM
E-19	HOSPITAL 6 TH FLOOR PLAN – DURESS SYSTEM
E-20	HOSPITAL 7 TH FLOOR PLAN – DURESS SYSTEM
E-21	HOSPITAL 8 TH FLOOR PLAN – DURESS SYSTEM
E-22	PARKING GARAGE 1 ST FLOOR – DURESS SYSTEM
E-23	PARKING GARAGE TYPICAL 2 ND THRU 7 TH FLOOR PLAN – DURESS SYSTEM
E-24	PARKING GARAGE ROOF PLAN – DURESS SYSTEM
E-25	PHARMACY BUILDING FLOOR PLAN – DURESS SYSTEM
E-26	SENGSTACKE BUILDING 1 ST AND PARTIAL BASEMENT FLOOR PLAN – DURESS SYSTEM
E-27	EXISTING DURESS SYSTEM RISER DIAGRAM
E-28	NEW DURESS SYSTEM RISER DIAGRAM
E-29	NEW ATS MONITORING SYSTEM RISER DIAGRAM
S-1	STRUCTURAL GENERAL NOTES
S-2	COOLING TOWER SUPPORT FRAMING PLAN
S-3	PARTIAL BASEMENT PLAN EQUIPMENT PADS

**EXHIBIT B
SPECIAL CONDITIONS**

FEDERAL CLAUSES

1.1 Interest of Members of or Delegates to the United States Congress

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

1.2 False or Fraudulent Statements and Claims

(1) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

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

1.3 Federal Interest in Patents

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

(2) **Federal Rights.** Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof.

Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

1.4 Federal Interest in Data and Copyrights

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

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

Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(3) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(a) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(b) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(5) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(6) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(7) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

1.5 Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

1.6 Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(1) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(2) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(3) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(4) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(5) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

1.7 No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

1.8 Cargo Preference-Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference -- U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

1.9 Fly America

Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S.-flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.

1.10 No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

1.11 Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (1) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (2) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

(3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

1.13 Termination for Convenience

In addition to any other rights of termination or other remedies available to the County under the Contract, at law, or in equity, the County may, by written notice, terminate this Contract in whole or in part at any time, for the convenience of the County or the Federal Government. Upon Contractor's receipt of such notice, Contractor will immediately cease to perform Services (unless otherwise directed in the notice) and deliver to the County all materials, equipment, and supplies as may have been accumulated in the performance of this Contract, whether completed or in process. The Contractor will be paid an equitable portion of the Contract price for Services performed prior to the effective date of termination, but no amount will be allowed for anticipated profit on unperformed Services. If this Contract has been terminated for Contractor's default and it is determined that the Contractor did not default, the termination will be deemed to have been effected hereunder.

1.14 Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(1) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health

and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

1.16 Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.* (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete, entire and comprehensive, and that the Deliverables constitute a work of original authorship.

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or

environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.*, and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

1.18 Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 *et seq.*) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

1.19. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

1.20. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.21. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

1.22. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

1.23. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.24. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

1.25. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

1.26. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

1.27. Excluded Parties List System

Contractor warrants and represents that it has checked the Federal Excluded Parties List System ("EPLS"), and has required its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Contract. Contractor agrees that it will check the EPLS, and require its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Contract. Contractor agrees, and shall require its Subcontractors to agree, that any "person" as defined in 49 CFR 29.985 who is excluded pursuant to 49 CFR Part 29 shall not provide any Work, products or services under this Contract.

The EPLS can be searched at the following web address: <http://www.epls.gov>

1.28. Buy America

To the extent applicable, Contractor must comply with 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, and include clauses requiring its Subcontractors to comply with the requirements of 49 U.S.C. § 5323(j), and related regulations at 49 C.F.R. Part 661, in all of Contractor's subcontracts with its Subcontractors.

1.29. American Recovery and Reinvestment Act (ARRA)

This contract is funded in part by American Recovery and Reinvestment Act funds. Contractor will comply with the Buy American requirements under Section 1605 of the Act which generally require that all steel and each manufactured product be provided hereunder is produced in the United States. Section 1606 of the Recovery Act requires the payment of Davis-Bacon Act (40 U.S.C. 31) wage rates. By submitting a bid, contractor acknowledges and certifies compliance to all applicable requirements of the ARRA.

**SPECIAL CONDITIONS
EXHIBIT C**

Activity ID	Activity Description	Orig Dur	Rem Dur	Act Dur	%	Early Start	Early Finish	2004																	
								DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC					
CONTRACT AWARD-EXECUTION PHASE																									
CW100	Notice of Award		0	0	100	06JAN04																			
CW101	Contractor Invited to Prequalify Agent	14	0	14	100	06JAN04	24JAN04																		
CW102	Contract Execution	0	0	0	100	06FEB04	18FEB04																		
CW103	Notice to Proceed with Project (General)	0	0	227	100	24FEB04																			
CW104	Prequalifying Agent letter to	20	0	20	100	19FEB04	18MAR04																		
PRE-CONSTRUCTION PERMITS																									
CW110	Notice of Award-Permit Requirements Begin		0	0	100	06JAN04																			
CW120	GC Requests Permits from Consultant	5	0	5	100	13JAN04	17JAN04																		
CW130	GC Reviews Permit Docs from Consultant	5	0	5	100	24JAN04	24JAN04																		
CW140	GC Completes Applications for Permits	5	0	5	100	27JAN04	31JAN04																		
CW150	Permit is Processed and Issued	60	0	60	100	31JAN04	31MAR04																		
CW160	GC Transmits Copies of Permits to County	3	0	3	100	07APR04	09APR04																		
PRE-CONSTRUCTION SCHEDULES																									
CW210	Notice of Award-Schedule Requirements Begin		0	0	100	06JAN04																			
CW220	GC Submit Draft Project Schedule	14	0	14	100	06JAN04	19JAN04																		
CW230	County Review Approvals on Schedule	10	0	10	100	24JAN04	02FEB04																		
CW240	GC Revisions Resubmitted Schedule if Required	10	0	10	100	04FEB04	13FEB04																		
CW250	Additional Schedule Revisions as Required	26	0	26	100	13FEB04	10MAR04																		
PRE-CONSTRUCTION SUBMITTALS																									
CW310	Notice of Award-Shop Draw Requirements Begin		0	0	100	06JAN04																			
CW320	GC Provides Schedule of Submittals for Review	10	0	10	100	06JAN04	16JAN04																		
PRE-CONSTRUCTION MEETINGS																									
CW410	Pre-Con Mtg No. 1- General Requirements-Conditions	1	0	1	100	26FEB04	26FEB04																		
CW420	Pre-Con Mtg No. 2- Project Specifics	1	0	1	100	04APR04	04APR04																		
CONSTRUCTION PHASE																									
CW510	Notice to Proceed with Construction		0	0	100	07APR04																			
CW520	Construction (GC to Initiate Activities)	200	0	200	100	09APR04	22NOV04																		
CW530	Testing/Inspection & Inspection	10	0	10	100	24NOV04	03DEC04																		
CW540	Substantial Completion Submittal for Final	15	0	15	100	04DEC04	18DEC04																		
CW550	Substantial Completion	0	0	0	100		18DEC04																		
FINAL COMPLETION																									
CW610	Final LTR & Final Pay App	30	0	30	100	19DEC04	17JAN05																		
CW620	Final Completion	0	0	0	100		17JAN05																		

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

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



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**SPECIAL CONDITIONS
EXHIBIT D
KEY PERSONNEL**

Project Executive: RICHARD A KRAUSE
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Manager: JUSTIN KRAUSE
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator: JOHN STENZEL
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Superintendent: MIKE DACE
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

EXHIBIT E

**DAVIS-BACON WAGE RATES
(SEE NEXT PAGE)**

RICHARD A. KRAUSE

rkrause@pathcc.com – (847)917-3280

Path Construction Company
President

2008 – Current

Walsh Construction.
Division Manager and Vice President

1982 – 2008

Mr. Krause was directly responsible for all aspects of the business and construction operations, including the establishment of management systems, close supervision over projects in progress, direct supervision of project management staff, pre-construction servicing and estimating, design management, value engineering, scheduling, and the preparation of quality control programs. Mr. Krause interacted with project ownership throughout the duration of the project.

Education

University of Illinois, Champaign/Urbana, Illinois
Bachelor of Science in Civil Engineering, 1982
Emphasis in the areas of Construction Management and Structural Engineering

Experience

Over 26 years, played a major role in the growth of Walsh Construction from \$40 million to \$3.5 billion. Had been responsible to develop and/or refine most all of the Company's management systems, market evaluations, contracting practices, incentive programs, bid/estimating strategies, safety culture, training, and expertise and management of self-perform work. Responsibilities also included: the management of the estimating department in the preparation of cost proposals, contract negotiation and administration with owners, management of design professionals (design-build projects) and subcontractors, and project start-up and staffing along with establishment of management systems. Ultimately responsible for the successful delivery of a project to the owner, continued development of staff and customer relations, an evaluation of all areas of the Business Group including but not limited to: job site performances, customer satisfaction, safety statistics and performance, overhead costs, training, recruiting

Some Notable Projects Completed:

Renaissance Hotel & Convention Center, Schaumburg, Illinois - Contract Value: \$156,000,000
Sam & Harry's Restaurant – Schaumburg, Illinois – Contract Value: \$1,200,000
Millennium Park Band Shell and Restaurant, Chicago, Illinois - Contract Value: \$23,000,000
University of Chicago Medical Center Epidemiology Lab – Chicago, Illinois– Contract Value: \$200,000
Field Museum NW Quadrant HVAC Improvements – Chicago, Illinois – Contract Value: \$2,400,000
John G. Shedd Aquarium, Chicago, Illinois – Contract Value: \$40,000,000
McCormick Place and Restaurant, Chicago, Illinois - Contract Value: \$91,000,000
Smith Group Tenant Buildout, Chicago, Illinois - Contract Value: \$1,000,000
Chicago Board of Trade, Chicago, Illinois – Contract Value: \$11,000,000
Comiskey Park Conference Center, Chicago, Illinois - Contract Value: \$3,000,000
DuPage County Judicial Office Annex, Wheaton, Illinois - Contract Value: \$23,000,000
Chicago Mercantile Exchange Trading Flr, Chicago, Illinois - Contract Value: \$18,000,000
Chicago Mercantile Exchange, Chicago, Illinois - Contract Value: \$6,000,000

RICHARD A. KRAUSE

rkrause@pathcc.com – (847)917-3280

Walgreen's Store, Chicago, Illinois - Contract Value: \$3,000,000
University of Chicago Medical Center, PET Scan Department Suite, Chicago, IL Value: \$4,000,000
The Field Museum Loading Dock Expansion, Chicago, Illinois - Contract Value: \$14,000,000
Field Museum Central Plant Renovation, Chicago, Illinois - Contract Value: \$21,000,000
The Shoreham Condominium High-rise, Chicago, Illinois - Contract Value: \$77,000,000
Field Museum Underground Renovation, Chicago, Illinois - Contract Value: \$14,000,000
UIC Student Housing Mold Remediation, Chicago, Illinois - Contract Value: \$1,800,000
Tides High-rise, Chicago, Illinois - Contract Value: \$98,000,000
The Caravel Condominiums, Chicago, Illinois - Contract Value: \$34,000,000
Cottage View Terrace, Chicago, Illinois - Contract Value: \$11,000,000
Evergreen Towers II, Chicago, Illinois - Contract Value: \$12,000,000
Old Post Office Plenum Ceiling, Chicago, Illinois - Contract Value: \$10,000,000
John H. Stroger, Jr. Hospital of Cook County, Chicago, Illinois - Contract Value: \$354,000,000
Com Ed Substation, Chicago, Illinois - Contract Value: \$14,000,000
DePriest Elementary School, Chicago, Illinois - Contract Value: \$15,000,000
Kelvyn Park High School, Chicago, Illinois - Contract Value: \$33,000,000
Millennium Park Landscapes, Chicago, Illinois - Contract Value: \$4,000,000
Final Setting Tank Modification, Chicago, Illinois - Contract Value: \$17,000,000
Sussex Maximum Security Institution, Waverly, Virginia - Contract Value: \$106,000,000
O'Hare FACE, Chicago, Illinois - Contract Value: \$112,000,000
Skokie Courthouse Parking Garage, Skokie, Illinois - Contract Value: \$13,000,000
Commonwealth Edison, Chicago, Illinois - Contract Value: \$22,000,000
Cook County Hospital Radiology Package, Chicago, Illinois - Contract Value: \$14,000,000
Cermack Health Center, Chicago, Illinois – Contract Value: \$26,000,000
Northbrook Water Main, Northbrook, Illinois - Contract Value: \$31,000,000
Millennium Park Ice Rink, Chicago, Illinois - Contract Value: \$4,000,000
CTA Green/Blue Line Renovations, Chicago, Illinois - Contract Value: \$100,000,000
Lakeside Garage – Concrete, Chicago, Illinois - Contract Value: \$32,000,000
Chicago Mercantile Exchange T&M, Chicago, Illinois - Contract Value: \$3,000,000
McCook Reservoir Addition, Chicago, Illinois - Contract Value: \$12,000,000
McCormick Place Superstructure, Chicago, Illinois - Contract Value: \$18,000,000
Earth Retention at UIC, Building B, Chicago, Illinois - Contract Value: \$1,000,000
Heritage at Millennium – Concrete, Chicago, Illinois - Contract Value: \$26,000,000
McCormick Place East Renovations–Arie Crown Theater, Chicago, Illinois - Contract Value: \$31,000,000
O'Hare Aircraft Rescue and Fire Fighting Training Facility, Chicago, Illinois - Contract Value: \$12,000,000

Justin Krause

jkrause@pathcc.com – (847)902-0203

Work Experience

PATH Construction Company, Arlington Heights, IL

Estimating / Project Manager

July 2008 – Present

- ◇ Estimating- Document Review, Take-Offs, Bid Solicit/Compare, Plan and Spec Review, Production Analysis, Cost Analysis, Surveying
- ◇ Field Superintendent Assistant- Daily Reports / Sign In, Safety Check
- ◇ Project Manager- Daily Reports, Safety, Submittals, Contractor Co-ordination, Quality Control
- ◇ Project and Company Organization (most necessary paperwork)
- ◇ OSHA 10-Hour Construction Industry Certified
- Carpenter, Hanover Park Water Reclamation Plant, Tertiary Filter Replacement
 - ◇ Remove and restore tank panels, stainless steel hardware & rods
- Carpenter, Cook County Forest Preserve, Signage
 - ◇ Preparation and install of posts/signage
- Carpenter, University of Chicago Hospital, ICU Wing Renovation
 - ◇ Interior Demolition, Framing, Drywall, Drop-Ceiling Work
- Carpenter, Metropolitan Water Reclamation District of Greater Chicago, R&D Improvements
 - ◇ Miscellaneous handyman for Superintendent on need-to-need basis

Walsh Construction, Chicago, IL

Carpenter (Concrete Division) 512 South Clark

May 2007 – August 2007

- ◇ Deck Forming
- ◇ Forming / Strip Columns
- ◇ AFCO Steel Shore System- 11th Deck – 24th Deck

Carpenter (Finish Carpentry) Chicago Board of Trade

January 2008

- ◇ Trimwork
- ◇ Install Work Stations (receptacles, shelving, monitor mounts)
- ◇ Demolition (Quick Demo of pits)

Project Experience:

1. **Rehabilitation Institute of Chicago – Multi-floor Renovations/Upgrades** – Jerry Giovannelli, Head of Construction, RIC - (312)238-1304
2. **Lockport Powerhouse Repairs to North Interior Wall**:- Jim Yurik, Resident Engineer, Metropolitan Water Reclamation District, Lockport, IL (312)751-5105
3. **Tertiary Replacements at HPWRP**- Al Eswani, Resident Engineer, Metropolitan Water Reclamation District, Hanover Park, IL (630)736-4212
4. **Renovations at Forest Park TB District** - Sheila Atkins, Project Manager, Cook County (312)603-0336
5. **Condominiums at 900 S. Clark**- Mike Hoge, Concrete Superintendent, Walsh Construction Co., Chicago, IL. (312)296-2063
6. **University of Chicago Medical Center – Epidemiology Center** –Tonia Harden, Construction Project Manager, U of C - (773)834-0414

Education

University of Illinois Urbana-Champaign

- ◇ Major: Bachelor of Arts- Economics
- ◇ Graduated: May 2011

Overall GPA: 3.48

JOHN W. STENZEL, LEED GA

jstenzel@pathcc.com – (847)997-2679

Results-oriented, enthusiastic, dedicated, **project manager** with excellent track record of success overseeing all building phases of construction on multiple projects simultaneously. Experienced in developing production schedules in a fast paced environment to achieve goals through the alignment of team members and resources to elevate construction and operational efficiencies. Actively coach and develop staff and sub-contractors with a proven ability to transfer job knowledge to all levels, increase project margins and develop loyal relationships.

Key Skills

- Business Development
- Site Safety / OSHA Compliance
- Budgeting and Cost Controls
- Subcontractor Management
- Change Order Management
- Microsoft Suite & Project
- Value Engineering
- Scheduling
- LEED Accredited

Work Experience

PATH Construction Company, Arlington Heights, IL **2012 - Present**
Project Manager/Superintendent
 Manages all aspects of Design-Bid-Build projects.

Hard Surface Finishers, Inc., Wood Dale, IL **2010 - 2012**
Project Manager – Traveling

- ◇ Manage construction field operations, four project managers, and company master schedule for a commercial restoration company specializing in facility maintenance and historical preservation for building owners, general contractors, and asset management groups. Manage contract negotiations, construction documents, project estimation, and project logistics. Represent the company at pre-bid meetings, pre-construction meetings, and specialize in: façade repair, infrastructure repair, structural parking garage repair, specialty concrete, commercial coatings, masonry restoration, high pressure waterproofing injections, and waterproofing systems.
- ◇ Managed construction field operations totaling 6.9 million dollars with a 30% profit margin for 2010. Scheduled an average of 35 union employees on a daily basis with no direct reports.
- ◇ Managing construction field operations totaling 12 million dollars with a 32% profit margin for 2011. Scheduled an average of 64 union employees on a daily basis with four direct reports.

Pulte Homes Corporation, Schaumburg, IL **2003 – 2009**
Project Manager **2006 – 2009**

Responsible for production, team members, subcontractor relationships, customer satisfaction, drawings, engineering and financials on 4 residential projects from initial houseline start-up through village dedication. Developed professional relationships with various municipal teams, managed dry utility coordination, managed contract changes and product coordination, coordinated community grand openings with land development schedules, ensured punch lists were completed for project acceptance by municipalities.

Superintendent **2004 – 2006**

Managed all phases of single and multi-family construction of over 480 homes on 5 projects from start-up to close out. Performed daily quality inspections, village inspections, updated schedules on a daily basis, coordinated deliveries, coordinated sub-contractor schedules, managed site SWPPP program, enforced safety program and worked directly with all inner company departments, and maintained professional relationships with village officials.

Internship **2003**

Successfully completed company's 14 week internship program spending 2 weeks with each department, (sales, construction, land, customer service, mortgage, accounting, purchasing) to understand the impact and duties of each department to maximize company success.

JOHN W. STENZEL, LEED GA

jstenzel@pathcc.com – (847)997-2679

Education & Certifications

BS - Construction Management-Minor in Business Administration-Northern Michigan University, Marquette, 2003
PMP Candidate, Project Management Institute, 2012
LEED GA, United States Green Building Council, 2010
Master Certificate in Concrete Repair, World of Concrete, 2011
National Railroad Passenger Corporation On-Track Safety
Chicago Transit Authority On-Track Safety
OSHA 30 Hr Occupational Safety & Health
OSHA 10 Hr Construction Safety
OSHA Power Line Hazard Certifications
Confined Space Awareness Training
Chicago Scaffold User Certification
AGC Supervisory Training Program
First Aid / CPR
Earned the Rank of Eagle Scout

Michael Dace

mdace@pathcc.com – (708)420-1180

Senior Project Superintendent / Project Manager

Career Highlights

- Over 24 years of Project Superintendent/manager experience
- Over 30 years in the Construction Industry, Project Management, Project Superintendent & Carpenter
- Specializing in the most challenging projects, Process Plants, expansions, and unique renovations of occupied Industrial & Commercial facilities.
- Superior Safety History
- OSHA 40 Hour Training

Professional Experience

PATH Construction Company-Arlington Heights, IL

Feb 2010-Present

Sr. Project Superintendent/Project Manager

- ◇ Forest Preserve District Cook County-Signage \$160K- Cook County, IL-PM/PS
- ◇ Renaissance Hotel- Safety roof anchors-\$30K-Northbrook, IL-PM/PS
- ◇ Rehabilitation Institute of Chicago-Phlebotomy Lab rehab-\$70K- Chicago, IL-PM/PS
- ◇ Rehabilitation Institute of Chicago-Research Lab renovation-\$40K- Chicago, IL-PM/PS
- ◇ Rehabilitation Institute of Chicago-Prostatic Lab renovation-\$35K-Chicago,IL-PM/PS
- ◇ CDB Thompson Center-Strc. Steel Demo/soffit rehab-\$300K-Chicago,IL-PS
- ◇ University of Chicago Medical Center Epidemiology rehab-\$120K-Chicago, IL-PM/PS
- ◇ Nestle Purina Pet Care- Sky Light retro fit \$27K- Flagstaff, AZ- PM/PS
- ◇ Metra Deerfield-Platform renovation-\$700K-Deerfield, IL-PS
- ◇ Metra 47th St-Sky light renovation-\$1.6M-Chicago,IL-PS

The Haskell Company-Jacksonville, FL

2008-2010

Sr. Project Superintendent/Project Manager

- ◇ Nestle-Purina Pet Care- Process plant -D/B-Spray Dryer, Frzr Warehouse & Parking Expansion-occupied facility-\$8.6M-Hager City, WI-PS/PM
- ◇ Nestle-Purina Pet Care-process Plant-D/B-Material tower expansion-\$2M-PS start up
- ◇ Nestle-Purina Pet Care-Process Plant- D/B-Warehouse, Parking and Security Expansion-occupied facility -\$12M-Flagstaff, AZ-PS/PM

A. Epstein & Sons International - Chicago, IL

1998 -2008

Sr. Project Superintendent/Project Manager

- ◇ Fed Ex Ground -D/B-DC-\$16M-City of Industry, CA- PS Project Take over
- ◇ Triumph Foods-D/B Pork Processing plant - \$150M- St. Joseph, MO- Sr. PS Project TO
- ◇ Conde Nast-D/B interior build out- \$900K-Chicago, IL- Sr. PS/PM
- ◇ UPC Solar-D/B Interior renovation-\$250K-Chicago, IL-Sr. PS/PM
- ◇ Medline Industries-D/B 300K SF DC- \$10M-KansasCity, MO- PS- Project Take over
- ◇ First Industrial/Maytag -D/B-750K SF DC- \$16M-North Liberty, IO - PS/PM
- ◇ Medline Industries-D/B-230K SF-DC- \$7.5M-Sumner, WA - PS/PM
- ◇ Medline Industries-D/B-DC renovation - \$1.7M-Memphis, TN - PS/PM
- ◇ First Industrial-D/B Shadeland renovation occupied-\$1.6M-Indianapolis, IN - PS/PM
- ◇ Jewel DC(Albertsons/Supervalu) D/B Expansion & Roof Raising renovation occupied-
 - \$80M-Melrose Park, IL - Sr. PS
 - Jewel DC. D/B fuel island upgrades-renovation occupied- \$400K-Melrose Park, IL - PS
 - G-P Mfg. Co. D/B 10K SF expansion/renovation occupied - \$1M- Chicago, IL - PS/PM
 - Epstein & Sons D/B MO renovation occupied- \$1.5M – Chicago, IL - PS/PM
 - Alberto Culver Roof Raising renovation occupied- \$3M Melrose Park, IL. - PS/PM
 - Sertus Capital-D/B Everleigh Condos-144 unit 9 story-\$31M-Des Plaines, IL- Sr. PS

Michael Dace

mdace@pathcc.com – (708)420-1180

J.H. Spell, Inc. - Chicago, IL

1997-1998

General Superintendent

- ◇ South Loop Market Place - All concrete work - \$400K-GS
- ◇ DeLaSalle High School - concrete for Gymnasium Addition - \$350K-GS
- ◇ New Faith Church - General Contractor - \$1M-GS
- ◇ Bally's Health Club – Concrete & Interior Build out - \$250K-GS
- ◇ Winfield Moody Medical Addition – General Contractor - \$1.2M-GS
- ◇ Stark's Mansion Renovation – General Contractor - \$2M-GS

FCL Builders, Inc. – Itasca, IL

1996–1997

Project Superintendent

- ◇ Sinter Metals Inc. Industrial-Richton Park, IL-\$3.1M-PS/PM
- ◇ Center Point Properties-Factory Card Outlet-Naperville, IL-\$25M-PM

Harbour Contractors, Inc. – Naperville, IL

1994-1996

Project Superintendent

- ◇ Frito-Lay -Distribution Bldg- Summit, IL-\$5.1M-PS
- ◇ Frito-Lay -Distribution Bldg- Oak Forest, IL- \$4.2M -PS

Self-Employed Carpenter

1993-1994

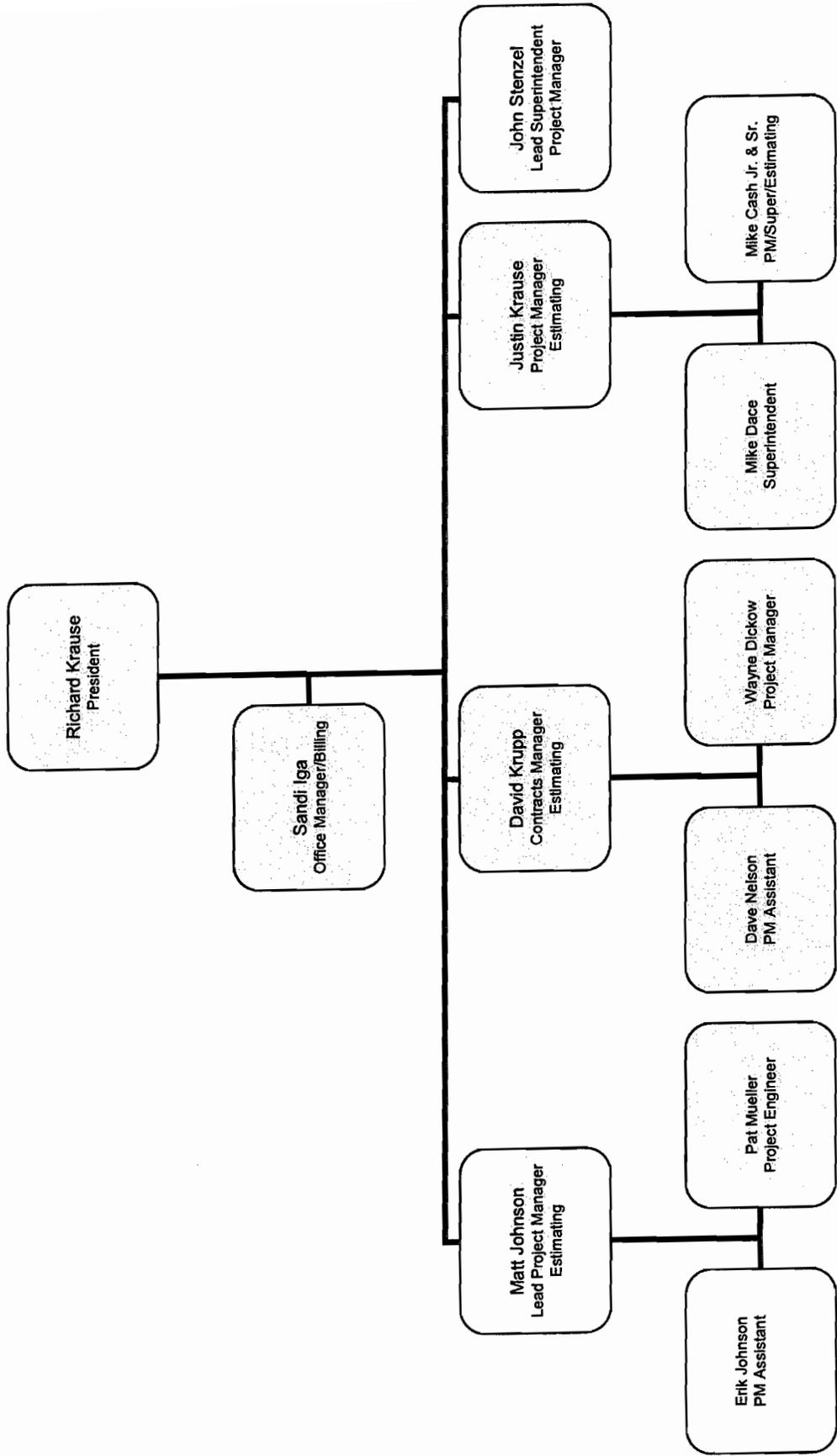
- ◇ St. Ignatius College Prep - Chicago, IL

Walsh Construction Company of IL - Chicago, IL

1988-1993

Project Superintendent

- ◇ O'Hare International Airport Terminal-Chicago, IL - \$10M-PS
- ◇ LaVeZZi Precision, Inc. Industrial-Glendale Heights, IL - \$1.9M-PS/PM
- ◇ Catholic Charities-Hayes Manor-Retirement Apts.- Chicago, IL-\$3M-PS
- ◇ Catholic Charities, Church View Retirement Apts. - Chicago, IL-\$3.4M-PS
- ◇ Walsh Partners Elmhurst Place Apts.-Elmhurst, IL-\$8.6M-PS
- ◇ Lutheran General Hospital The Moorings of Arlington Heights, IL-\$5.4M-PS



General Decision Number: IL120009 06/15/2012 IL9

Superseded General Decision Number: IL20100009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/03/2012
3	03/02/2012
4	04/06/2012
5	05/04/2012
6	06/01/2012
7	06/15/2012

ASBE0017-001 06/01/2011

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 43.80	23.40
Fire Stop Technician.....	\$ 35.04	22.10
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 32.85	22.20

BOIL0001-001 01/01/2012

	Rates	Fringes
BOILERMAKER.....	\$ 41.38	23.90

BRIL0021-001 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 39.78	20.80

BRIL0021-004 06/01/2010

	Rates	Fringes
Marble Mason.....	\$ 39.03	19.90

BRIL0021-006 06/01/2011

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.01	19.11
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2009

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.10	19.90

BRIL0021-012 06/01/2009

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 39.20	18.51

* CARP0555-001 06/01/2012

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 41.52	25.47

* CARP0555-002 10/01/2011

	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)....	\$ 31.37	24.12

ELEC0009-003 05/29/2011

	Rates	Fringes
Line Construction Groundman.....	\$ 32.64	19.76
Lineman and Equipment Operator.....	\$ 41.85	25.36

ELEC0134-001 06/07/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 40.40	26.75

ELEC0134-002 04/01/1998

Rates	Fringes
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ELECTRICIAN

CLASS "B".....\$ 20.71 2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law-; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

 ELEC0134-003 06/07/2004

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN.....\$ 30.89 12.59

The work shall consist of the 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.

 ELEV0002-003 01/01/2012

Rates Fringes

ELEVATOR MECHANIC.....\$ 48.56 23.535+a+b

FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

 * ENGI0150-006 06/01/2011

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.10	27.10
GROUP 2.....	\$ 43.80	27.10
GROUP 3.....	\$ 41.25	27.10
GROUP 4.....	\$ 39.50	27.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; 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 Backhoe Front Endloader 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*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; 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; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol*; Pile Drivers and Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*;

Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

*-Requires Oiler

* ENGI0150-025 06/01/2011

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 43.30	27.10
GROUP 2.....	\$ 42.75	27.10
GROUP 3.....	\$ 40.70	27.10
GROUP 4.....	\$ 39.30	27.10
GROUP 5.....	\$ 38.10	27.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form

(tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket 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; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 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 Machines; 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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 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;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

*Requires Oiler

IRON0001-026 06/01/2011

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	32.94
Structural and Reinforcing..	\$ 40.75	32.94

IRON0063-001 06/01/2011

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 40.20	28.78

IRON0063-002 06/01/2011

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.66	21.35

IRON0136-001 07/01/2011

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 35.44	27.67
Master Riggers.....	\$ 37.94	27.67

LABO0002-006 06/01/2011

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.275	21.45
GROUP 4.....	\$ 35.30	21.45
GROUP 5.....	\$ 35.35	21.45
GROUP 6.....	\$ 35.40	21.45
GROUP 7.....	\$ 34.425	21.45
GROUP 8.....	\$ 34.425	21.45
GROUP 9.....	\$ 35.525	21.45
GROUP 10.....	\$ 35.65	21.45
GROUP 11.....	\$ 35.475	21.45
GROUP 12.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunitite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

LABO0002-007 06/01/2011

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.475	21.45
GROUP 3.....	\$ 35.35	21.45
GROUP 4.....	\$ 35.475	21.45
GROUP 5.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunitite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

LABO0002-008 06/01/2011

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 36.20	21.45

16 - 20 POUNDS.....	\$ 36.70	21.45
21 - 26 POUNDS.....	\$ 37.20	21.45
27 - 33 POUNDS.....	\$ 38.20	21.45
34 - AND OVER.....	\$ 39.20	21.45
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.325	21.45
GROUP 3.....	\$ 34.425	21.45
GROUP 4.....	\$ 25.20	21.45
GROUP 5.....	\$ 30.20	21.45

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABO0225-001 06/01/2011

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45

GROUP 3.....\$ 35.20 21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

* PAIN0014-001 06/01/2012

	Rates	Fringes
PAINTER (including taper).....	\$ 40.00	21.62

PAIN0027-001 06/01/2010

	Rates	Fringes
GLAZIER.....	\$ 38.00	24.62

PLAS0005-002 07/01/2011

	Rates	Fringes
PLASTERER.....	\$ 39.25	21.84

PLAS0502-001 06/01/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 41.85	21.78

PLUM0130-001 06/01/2011

	Rates	Fringes
PLUMBER.....	\$ 44.75	21.53

PLUM0597-002 06/01/2012

	Rates	Fringes
PIPEFITTER.....	\$ 45.05	25.09

* ROOF0011-001 06/01/2012

	Rates	Fringes
ROOFER.....	\$ 38.35	16.96

SFIL0281-001 01/01/2012

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.80	18.50

SHEE0073-001 06/01/2011

	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23

SHEE0073-002 06/01/2011

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 33.85	16.85
4 Axles.....	\$ 34.10	16.85
5 Axles.....	\$ 34.30	16.85
6 Axles.....	\$ 34.50	16.85

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

* TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 28.25	9.08

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the

example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

ARTICLE IX. GREEN CONSTRUCTION

Sec. 30-950. Board of Commissioners findings.

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

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

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

Department means the Cook County Department of Environmental Control.

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

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

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

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

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

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

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

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

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

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

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

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

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

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

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

Sec. 30-952. Emission reduction.

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

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

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

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

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

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

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

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

Sec. 30-953. Costs.

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

Sec. 30-954. Compliance.

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

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

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

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

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

Sec. 30-955. Enforcement.

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

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

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

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

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

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

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

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

Project Information

Project Name: REHABILITATION INSTITUTE OF CHICAGO
MULTI-FLOOR RENOVATIONS/UPGRADES

Project Location: 345 E SUPERIOR, CHICAGO, IL 60611

Project Type: RENOVATION/REHABILITATION

Description of Work RENOVATION OF SEVERAL OCCUPIED
FLOORS AT THE REHABILITATION INSTITUTE
OF CHICAGO

Bidder's Role:
CHECK ALL THAT APPLY

General Contractor Subcontractor
 Joint Venture Design-Builder

Client Information

Client: REHABILITATION INSTITUTE OF CHICAGO

Address: 345 E. SUPERIOR, CHICAGO, IL 60611

Client Reference: JERRY GIOVANNELLI HEAD OF CONSTRUCTION (312)238-1304
NAME TITLE AREA CODE & PHONE NO

Architect Information

Architect: RIC ENGINEERING DEPARTMENT

Address: _____

Architect Reference: _____
NAME TITLE AREA CODE & PHONE NO.

Contract Information

Contract Type Contract for Work Design-Build

Original Contract Amount: VARIOUS \$ 250,000

Final Contract Amount: VARIOUS \$ 300,000

Original Completion Schedule: ALL PROJECTS COMPLETED ON SCHEDULE

Actual Completion Schedule: _____

EXHIBIT H

WAIVER AND RELEASE FORM
(SEE NEXT PAGE)

WAIVER AND RELEASE FORM

Site/Facility (the "Property"): PROVIDENT HOSPITAL

Address: 500 EAST 51ST ST - CHICAGO, IL

In order to be eligible to participate in the bid process for the Project, as defined in the Contract Documents, the undersigned has chosen to make a physical inspection of the Property, which is the site of the Project, as part of the pre-bid conference and process. Such inspection and conference shall occur in the presence of Cook County employees. The undersigned is making such inspection on behalf of PATH CONSTRUCTION COMPANY ("Prospective Bidder"). The statements, acknowledgements and representations of the undersigned set forth in this Waiver and release are made by the undersigned on his or her own behalf and on behalf of the Prospective Bidder. The undersigned represents that he/she has the authority to execute this Waiver and release on behalf of the Prospective Bidder.

The undersigned acknowledges that the Property:

- 1) Provident Hospital: Is an existing, occupied, 8-Story structure with a concrete frame and masonry cladding.
- 2) Sengstacke Clinic: Is an existing, occupied, 4-Story structure with a concrete frame and masonry cladding.
- 3) Provident Hospital Parking Structure: Is an existing, occupied, 8-Story structure with a post-tensioned concrete frame with precast and masonry infill wall panels.

In recognition of the above referenced condition, the undersigned has requested to participate in the inspection at one's own risk.

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

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

7/23/12
DATE

PATH CONSTRUCTION COMPANY

PRINT COMPANY NAME

MATTHEW JOHNSON

PRINT NAME



SIGNATURE

EXHIBIT I

**PATIENT/STAFF RELOCATION FORM
(SEE NEXT PAGE)**



PROVIDENT HOSPITAL AND SENGSTACKE CLINIC OF COOK COUNTY
500 EAST 51ST STREET, CHICAGO, ILLINOIS 60615

PATIENT/STAFF RELOCATION FORM

It is understood that Work is to be performed at the Hospital that will require the relocation of patients and staff. The undersigned parties acknowledge that the following patient/staff relocation shall occur at the specified dates and times. It is the Contractor's responsibility to obtain the signatures of all Hospital staff required to approve the patient/staff relocation fourteen (14) days prior to the patient/staff relocation date noted below.

PATIENT/STAFF RELOCATION REQUIRED FROM ROOM NO. _____ TO ROOM NO. _____.

PATIENT/STAFF RELOCATION SHALL OCCUR FROM: (DATE/TIME): _____.

TO: (DATE/TIME): _____.

NAME OF DEPARTMENT WHERE PATIENT/STAFF IS RELOCATED FROM: _____.

HEAD OF DEPARTMENT WHERE PATIENT/STAFF IS RELOCATED FROM: _____.
PRINTED NAME

HEAD OF DEPARTMENT WHERE PATIENT/STAFF IS RELOCATED FROM: _____.
SIGNATURE OF APPROVAL

NAME OF DEPARTMENT WHERE PATIENT/STAFF IS RELOCATED TO: _____.

HEAD OF DEPARTMENT WHERE PATIENT/STAFF IS RELOCATED TO: _____.
PRINTED NAME

HEAD OF DEPARTMENT WHERE PATIENT/STAFF IS RELOCATED TO: _____.
SIGNATURE OF APPROVAL

APPROVED BY: _____.

SIGNATURE
THOMAS J. WHELAN
DIRECTOR,
FACILITY OPERATIONS

cc: Mr. Sidney Thomas, Provident Hospital of Cook County
Contractor Record File

Note: Contractor shall submit additional copies of completed Patient/Staff Relocation Forms to the Hospital upon request.

EXHIBIT J

**SAMPLE CERTIFICATE OF COMPLIANCE
INFECTION CONTROL POLICIES FORM
(SEE NEXT PAGE)**

Provident Hospital of Cook County

Toni Preckwinkle • President
Cook County Board of Commissioners

Warren L. Batts • Chairman
Cook County Health & Hospital System

Jorge Ramirez • Vice-Chairman
Cook County Health & Hospitals System

William T. Foley • CEO
Cook County Health & Hospitals System



Health System Board Members

Dr. David A. Ansell
Commissioner Jerry Butler
David N. Carvalho
Quin R. Golden
Benn Greenspan
Sr. Sheila Lyne
Dr. Luis R. Munoz
Heather E. O'Donnell
Andrea L. Zopp

500 E. 51st Street
Chicago, Illinois 60615
(312) 572-2000

MEMORANDUM

DATE: December 1, 2010
TO: All Non-Hospital Staff
FROM: Gladys Lopez, Director, Human Resources
SUBJECT: Processing Procedures for Non-Employees

Robert E. Hamilton, F.A.C.H.E., M.H.A., M.B.A.
Interim Chief Operating Officer

In order to make your placement process as efficient as possible, outlined below are the documents you will need in order to be issued a start date; approved for Orientation; and issued a Hospital Identification Card. All items must be submitted at the same time so that your processing does not take longer than necessary. Orientation is held every two (2) weeks on Mondays starting at 8:00 a.m. (*Non-employees are only required to attend the afternoon portion of orientation. Please verify the exact start time with Human Resources.*) All participants must be on time or they will be rescheduled for the next available orientation session. If a Holiday falls on a scheduled orientation Monday, orientation will be held on the day after the Holiday (Tuesday). The following procedures apply to all non-employees (i.e., students, agency personnel, contractual staff, temporary staff, residents, etc.):

1. A current, signed letter from the Chairman (for clinical departments) or Director (non-clinical departments) of the department you are requesting to work in. The letter must include your name, job duties, duration of stay and level of patient contact. This letter cannot be more than thirty (30) days old and is required for new staff and annual renewals.
2. A completed "Certification of Compliance" form ("Purple Form"). This document must be completed in its entirety – front and back – with attached labs, stamp or seal of the institution or agency performing the tests, and all required signatures. This document is required for all new staff and annual renewals. You must complete the "Annual Purple Form" for renewals.
3. A current (within the year) *finger print* background check issued by the *Illinois State Police and FBI* is required for all individuals with direct patient contact and/or those working in a patient contact area. This document is required for all new staff and annual renewals.
4. A certified copy of a current drug test performed by a licensed laboratory. The drug test cannot be more than thirty (30) days old from your approved start date.
5. A copy of your current State license and/or certification is required for all clinical and technical positions and must relate to the area you will be assigned to. This document is required for all new staff and when a new license and/or certification is re-issued and/or renewed.

The "Purple Form" and a copy of the Orientation Schedule can be obtained from Human Resources. All documents must be presented for processing three (3) weeks prior to the date you are requesting to attend. Example: If you wish to attend the October 25, 2010 orientation, all documents must be submitted to me no later than October 4, 2010. All paperwork will be reviewed for completeness by Human Resources and Employee Health Services Departments. Incomplete paperwork will be returned and will not be considered until all required documents have been re-submitted. You or the contact person designated on the form will be notified via email when the paperwork has been approved and an orientation date has been assigned. An ID card will be issued once you have completed the Hospital Orientation.

If you have any questions or need additional information you may contact Ms. Eula Sisco at 312 / 572-1408. Thank you in advance for your cooperation and compliance with our policies and procedures and welcome.

• Ambulatory & Community Health Network • Cermak Health Services • Cook County Department of Public Health •
• John H. Stroger, Jr. Hospital • Oak Forest Hospital • Provident Hospital • Ruth M. Rothstein CORE Center •

We Bring HealthCARE to Your Community

(PLEASE PRINT LEGIBLY)

LAST NAME

FIRST NAME, M.I.

DATE

AFFILIATED INSTITUTION/CONTRACTING AGENCY

CONTACT NAME

PHONE NUMBER

COOK COUNTY HEALTH & HOSPITALS SYSTEM

CERTIFICATE OF COMPLIANCE

Infection Control Policies

All rotating physicians (including residents in affiliated programs, students, trainees, contracting agency employees and observers) who have contact with Cook County Health & Hospitals System (CCHHS) patients must adhere to the same infection control policies as apply to employees. These requirements follow CDC guidelines for infection control in health care personnel. Individuals continuing work at CCHHS must provide updated information on an annual basis. (See CCHHS Certificate of Compliance Annual Review Form)

ALL PERTINENT LABORATORY RESULTS MUST BE ATTACHED

TUBERCULOSIS: Tuberculin Skin Test (TST), 2 STEP on hire.

TST reading must be done from 48-72 hours after application. Individuals must have proof of 2 TSTs within 12 months prior to work for CCHHS, with the most recent TST completed during the previous 60 days. If there is a positive TST, a baseline Chest Xray is required. Quantiferon test results can be submitted for review. * If you participate in an Annual Infection Control screening program at another Institution, please see page 2.

TST Step 1	Date Placed	Date Read/Result	TST Step 2	Date Placed	Date Read/Result
		mm induration			mm induration
CXR (if required)	Date:	Result (ATTACHED):			

Quantiferon Test	Date:	Results	Positive <input type="checkbox"/>	Negative <input type="checkbox"/>
------------------	-------	---------	-----------------------------------	-----------------------------------

If history of positive TST, individual must be evaluated by their health care provider concerning signs and symptoms of illness possibly related to tuberculosis, including unexplained fever, cough, weight loss and night sweats. For individuals with a previous documented history of positive TST, a baseline Chest Xray is required. The Chest Xray must have been performed within the past 6 months. Previous results may be accepted at the discretion of CCHHS EHS and Infection Control.

Fever	Yes	No	Weight Loss	Yes	No
Cough	Yes	No	Night Sweats	Yes	No

SEROLOGY RESULTS - ATTACH LABORATORY RESULTS

MEASLES (RUBEOLA), MUMPS & RUBELLA Antibody titers indicating immunity to measles and rubella must be provided. It is advised that health care personnel have immunity to mumps.

MEASLES (RUBEOLA)	IMMUNE	NOT IMMUNE	DATE:
MUMPS	IMMUNE	NOT IMMUNE	DATE:
RUBELLA	IMMUNE	NOT IMMUNE	DATE:

HEPATITIS B IMMUNITY It is strongly advised by CDC and CCHHS that health care personnel have immunity to Hepatitis B. Hepatitis B Surface Antibody titers are required post immunization to prove immunity. If the Hepatitis B Surface Antibody titer is negative, Hepatitis B Surface Antigen is required.

Date:	HB Surface Antibody	Positive	Negative	(RESULTS ATTACHED)
Date:	HB Surface Antigen	Positive	Negative	(RESULTS ATTACHED)

VARICELLA

It is advised that health care personnel have immunity to Varicella.

Date:	Varicella	IMMUNE	NOT IMMUNE	(RESULTS ATTACHED)
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ANNUAL INFLUENZA VACCINATION

Annual Influenza Vaccination is mandatory.

- Annual Influenza Vaccine administered on-site for current flu season.
- Medical contraindication (documentation included).
- Annual Influenza Vaccination administered elsewhere (documentation included)

Name of Trainee/Contractee:

Telephone Number:

(Print)

Address:

Street

City/State

Zip Code

I understand the Infection Control requirements of the Cook County Health & Hospitals System. I have undergone the tests listed above and give my permission for the person named hereon to release these results to the Cook County Health & Hospitals System.

Signature of Trainee/Contractee

Date

CERTIFICATION OF RESULTS

I certify that the information herein is complete and correct to the best of my knowledge.

Signature of Health Provider, Title
(MD, RN, other)

Name of Institution or Agency**

Phone Number

Printed Name

Address

Date

****OFFICIAL STAMP OR SEAL OF INSTITUTION OR AGENCY IS REQUIRED**

EXPLANATORY INFORMATION

* If you participate in an Annual Infection Control Screening Program at another Institution, please forward the results with this form. We will review the information forwarded and inform you if further information is necessary. If your annual TB screening is up to date and you plan to continue Infection Control screening at the outside Institution, you do not need to have another TST from within the past 2 months unless there are additional indications.

TUBERCULOSIS

Two-step Tuberculin Skin Testing (TST) is required prior to work for CCHHS. Standard TST testing of 5TU intradermal is given. Individuals with two-step TST done in past, with continuous annual screening following the two-step TST, should provide documentation of this and continue annual screening.

- If positive (≥ 10 mm induration), a chest x-ray is obtained.
- If the initial TST is negative, a second 5 TU TST, performed at least one week after the first negative TST, is required. The TST results must be from within the past 12 months, with the recent TST from within the past 60 days.
- If either TST is positive, the individual must be assessed for the signs/symptoms of active tuberculosis and a chest Xray obtained.
- Individuals with a documented history of positive TST or active tuberculosis are not required to undergo TST testing. A baseline Chest Xray result from within the past 6 months must be forwarded with this Infection Control information.
- Tuberculosis screening must be updated annually for work at CCHHS.

RUBELLA (German Measles)

All individuals must have evidence of Rubella immunity documented by antibody titer prior to work at CCHHS.

RUBEOLA (Measles)

All individuals must have evidence of Measles immunity documented by antibody titer prior to work at CCHHS.

MUMPS

It is advised that all health care personnel have immunity to Mumps.

- In the event of an exposure, nonimmune individuals would be precluded from work and requested to receive mumps vaccine.

HEPATITIS B

Hepatitis B Surface antibody status is required.

- It is strongly recommended that all individuals participating in this program complete the immunization series for Hepatitis B.
- Once completed, immunization status must be CONFIRMED by repeating the Hepatitis B antibody titer test.
- If a blood or body fluid exposure occurs at work, individuals not immune to Hepatitis B would be offered Hepatitis B immunization and possibly advised to receive Hepatitis B immune globulin.

VARICELLA

Varicella IgG Antibody testing is required.

- It is strongly recommended that non-immune individuals be vaccinated.
- In the event of a varicella exposure, non-immune individuals would be precluded from work, advised to receive varicella vaccine and possibly be advised to receive Varicella Zoster Immune Globulin.

TETANUS DOCUMENTATION NOT REQUIRED - Vaccination or booster within 10 years is recommended.

Revised 05/25/10

Prepared by the Office of: John H. Stroger, Jr. Hospital of Cook County
Purple Form Employee Health Service/Infection Control

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: MECHANICAL SYSTEMS UPGRADE - PROVIDENT HOSPITAL & SENGSTACKE
CLINIC & PROVIDENT HOSPITAL PARKING

BID DOCUMENT NUMBER: 12-23-305 BID OPENING DATE: 8/6/12

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

() Cashier's Check () Bank Draft Other BID BOND

Drawn on: _____ of: _____
BANK CITY STATE

Draft or Check Number: _____ Dated: _____

Amount: \$ _____

Submitted by: PATH CONSTRUCTION COMPANY INC
BIDDER'S NAME

3550 W SALT CREEK LANE - SUITE 116
STREET ADDRESS

ARLINGTON HIGHTS IL 60005
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: _____

MF-1

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 (10) 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)

MF-3

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 (DBE)

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) DBE 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-4

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

Page 2 of 10

III. Identify each DBE 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 DBE 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 (DBE)
Page 3 of 10

IV. Describe the role(s) of each DBE Joint Venture Partner(s) in this Joint Venture: (condense)

<u>DBE Firm Name:</u>	<u>Role in Joint Venture:</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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 DBE's own forces;
- (3) Work items to be performed under the supervision of the DBE Joint Venture Partners;
- (4) The commitment of management, supervisory and operative personnel employed by the DBE Joint Venture Partners to be dedicated to the performance of the project.

MF-4b

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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) DBE Joint Venture Partner?

Name of (NON) DBE: _____

(NON) DBE Ownership Percentage: _____ %

Capital Contribution: _____

Name of (NON) DBE: _____

(NON) DBE Ownership Percentage: _____ %

Total (NON) DBE Ownership Percentage: _____ %

- (b). What are the Name(s) and Percentages(s) of ownership for each DBE Joint Venture Partner?

Name of DBE: _____

DBE Ownership Percentage: _____ %

Name of DBE: _____

DBE Ownership Percentage: _____ %

Total DBE Ownership Percentage: _____ %

- (c). What are the Name(s) and Percentages(s) of ownership for each DBE Joint Venture Partner?

Name of DBE: _____

DBE Ownership Percentage: _____ %

Name of DBE: _____

DBE Ownership Percentage: _____ %

Total DBE Ownership Percentage: _____ %

- (d). Total Percentage of DBE Ownership in the Joint Venture: _____ %

MF-4c

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
Page 5 of 10

VII. Capital Contributions - Dollar amounts of Initial Contributions to be detailed as follows:

(a) Names of (NON) DBE Joint Venture Partner(s) and Dollar Amounts of Initial Contribution:

_____ \$ _____

_____ \$ _____

Total Dollar Amount of Initial Contributions by (NON) DBE Joint Venture Partner(s)

\$ _____

(b) Names of DBE Joint Venture Partner(s) and Dollar Amounts of Initial Contribution:

_____ \$ _____

_____ \$ _____

Total Dollar Amount of Initial Contribution by DBE 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) DBE Firm: _____

Types of Equipment/Supplies: _____

MF-4d

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
Page 6 of 10

Name of (Non) DBE Firm: _____

Type of Equipment/Supplies: _____

Name of DBE Firm: _____

Type of Equipment/Supplies: _____

Name of DBE 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 DBE 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 (DBE) will be the Prevailing Document.

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
Page 7 of 10

X. Control of and Participation in the Joint Venture:

Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signing requirements)

(a) Authority to enter into contracts on behalf of the Joint Venture:

Firm Name:

Individual Name/Title

(b) Joint Venture check signing:

Firm Name:

Individual Name/Title

(c) Signing, co-signing or collateralizing loans and/or acquisition of Lines of Credit:

Firm Name:

Individual Name/Title

(d) Acquisition and indemnification of payment and performance bonds and all insurance requirements:

Firm Name:

Individual Name/Title

(e) Negotiating and signing labor agreements:

Firm Name:

Individual Name/Title

MF-4f

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
Page 8 of 10

(f) Management of Contract Performance in the following areas:

1. Supervision of Field Operations:

Firm Name:

Individual Name/Title

2. Major Purchases:

Firm Name:

Individual Name/Title

3. Estimating:

Firm Name:

Individual Name/Title

4. Engineering:

Firm Name:

Individual Name/Title

XI. Financial Controls of the Joint Venture:

(a) Which firm will be responsible for bookkeeping/accounting of the financial records of the Joint Venture:

Firm Name:

Individual Name/Title

(b) Identify the "Managing Partner", if any and indicate the dollar amount of compensation, if any, the firm/ individual(s) will receive from the Joint Venture

Firm Name:

Individual Name/Title

Dollar amount of compensation: \$ _____

MF-4g

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
Page 9 of 10

XII. State the approximate number of employees working on this joint venture project (by Trade) and indicate whether they will be employees of the (NON) DBE firm(s), DBE firm(s) or Joint Venture:

<u>Trade</u>	<u>(Non) DBE (Number)</u>	<u>DBE (Number)</u>	<u>Joint Venture (Name)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MF-4h

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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 DBE Partner Firm

Name of (NON) DBE 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: _____ / _____ / _____

MF-4i

STATUS REPORT OF PAYMENTS TO DBE 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 Disadvantaged Business Enterprises (DBEs) 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 DBEs and of the amounts paid, due and to become due to them:

DBE 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 DBEs to date: \$ _____

Total amount paid to DBEs to date: \$ _____

MF-5

STATUS REPORT OF PAYMENTS TO DBE 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



SUBCONTRACTOR/SUPPLIER MONTHLY PARTICIPATION PAYMENT REPORT

Contract Title: _____
Contract Number: _____
Date: _____

Subcontractor/Supplier: _____
Contact Person: _____ **Title:** _____
Address: _____ **City:** _____
State: _____ **Zip Code:** _____ **Telephone Number:** _____
Fax Number: _____ **e-mail address:** _____

Prime Contractor: _____
Contact Person: _____ **Title:** _____
Address: _____ **City:** _____
State: _____ **Zip Code:** _____ **Telephone Number:** _____
Fax Number: _____ **e-mail address:** _____

Amount of Prime Contract: \$ _____

Amount of Subcontract: \$ _____

Description of Service/Supply: _____

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

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

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

MF-6

INDEX

PROPOSAL EXECUTION FORMS

<u>DESCRIPTION</u>	<u>PAGE</u>
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Surety's Statement of Qualification for Bonding	PE-5
DBE Utilization Plan	PE 6/6e
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Proposal Execution	
Sole Proprietor	PE-8
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Proposal Acceptance	PE-12

PROPOSAL

CONTRACT FOR WORK

CONTRACT DOCUMENT NO. 12-23-305

FOR PROJECT: MECHANICAL SYSTEMS UPGRADE

AT: PROVIDENT HOSPITAL, SENGSTACKE CLINIC AND PROVIDENT HOSPITAL
PARKING STRUCTURE

Proposal Submitted by:

Path Construction Company, Inc
3350 W. Salt Creek Lane, Suite 116
Arlington Heights, IL 60005

To: The County of Cook

TOTAL BID PRICE

Having carefully examined the Advertisement for Bids, Instructions to Bidders, the Proposal Form, Forms Supplementary to Proposal, Conditions of the Contract, and Specifications and Drawings prepared for Work entitled:

MECHANICAL SYSTEMS UPGRADE

The Work is located at:
PROVIDENT HOSPITAL, SENGSTACKE CLINIC, AND PROVIDENT HOSPITAL PARKING
STRUCTURE

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

THREE MILLION NINE HUNDRED TWO THOUSAND THREE HUNDRED
DOLLARS & 00/100 DOLLARS (\$ 3,902,300-)
SPECIFY AMOUNT IN WRITING AND NUMBERS

ADDENDUM RECEIPT

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. 1 Date: 7-9-12
Addendum No. 1 Date: 7-27-12
Addendum No. _____ Date: _____
Addendum No. _____ Date: _____

BID DEPOSIT

The Bid Deposit in the amount of: 1/2 of the total bid
_____ DOLLARS (\$ _____)

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 Director and will complete all work within

240 CALENDAR DAYS.

Time Is Of The Essence Of This Contract

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 Bid Breakdown.

The Contractor shall provide a breakdown of the Total Bid Price into the following categories:

PROJECT: MECHANICAL SYSTEMS UPGRADE

DOCUMENT NO: 12-23-305

DESCRIPTION	COSTS	
	COLUMN I	COLUMN II
I. BASE BID		
A. Bond	\$	<u>72,000⁰⁰</u>
B. Conditions of the Contract	\$	<u>196,000⁰⁰</u>
C. Mobilization	\$	<u>86,000⁰⁰</u>
D. Construction (<i>includes all warranties and guarantees</i>)	\$	<u>3,302,000⁻</u>
II. OPTIONS (from page PE-1d)		
The County has determined that the following option(s) shall be provided by the Bidder. The Bidder shall provide a lump sum price which shall include all costs for labor, materials, equipment, bond, insurance, overhead, profit, and any other incidentals required to perform the bid option work in its entirety.		
A. Underground conduits Replacement	\$	<u>15,000</u>
B. Extended Warranty for Centrifugal Water Chillers	\$	<u>23,300</u>
C. Emergency Department Expansion Air Supply	\$	<u>208,000</u>
TOTAL BID PRICE (Total Columns I and II)	\$	<u>3,902,300⁻</u>

Award criteria will be based on the Total Bid Price. The County reserves the right at the time of award to accept or reject the option (s). The total value of Contractor compensation shall be contingent on the County's acceptance of the option(s).

TOTAL AMOUNT SHOWN FOR THE TOTAL BID PRICE SHALL EQUAL THE AMOUNT 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 options 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.

SERVICES AND SYSTEM COMPONENTS - UNIT PRICES

Description	Estimated Quantity	Unit of Measure	Cost Per Unit	Total Cost
A Underground Conduits Replacement: Provide all equipment, labor, material and other costs for saw cut concrete slab, remove and replace existing 2"-3" conduits with new, patch and repair slab to match original conditions (reference drawing E-3)	135'	Linear Foot	111.4)	\$15,000
B Extended Warranty for Water Centrifugal Chillers: Provide all equipment, material, labor and other costs for extended warranty for centrifugal water chillers (Reference specifications Volume 2, section 236416, Article 1.8, A.1)	2 years	2 years	23,300	\$23,300
C Emergency Department Expansion Air Supply	1	Lump Sum	208,000-	\$208,000-

PROPOSAL AGREEMENTS

BID

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

PERFORMANCE AND PAYMENT BONDS

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

EXAMINATION

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

PERFORMANCE

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

ACCEPTANCE OF PROPOSAL

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

CONTRACT DOCUMENTS

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

PRE-BID FIELD INSPECTION

INSPECTION DATE 7-23-12

This is to certify that I have this date conducted a field/site inspection as required by the Contract/Bid Document.

I have contacted the person named in the Contract or their assignee and am satisfied with the conditions as specified.

Any unforeseen condition not specified in the Contract and as found by my field/site inspection are shown on the back of this form and/or attached sheets.

MATTHEW JOHNSON
NAME


SIGNATURE

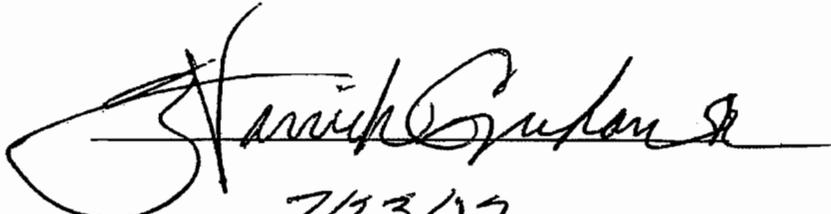
Project Manager
OFFICIAL CAPACITY

Path Construction Company
COMPANY NAME

(847)342-1188
TELEPHONE NUMBER

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

INSPECTION CONFIRMED BY:


7/23/12
DATE

CONTRACTOR'S
CERTIFICATE CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

Recipient:

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

Date: 8-6-12

Project Number: 12-23-305

Project Name: MECHANICAL SYSTEMS UPGRADE

-
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
<u>Richard A. Krause</u>	<u>President</u>	<u>Arlington Heights, IL</u>
_____	_____	_____
_____	_____	_____

(d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
<u>N/A</u>	_____	_____
_____	_____	_____
_____	_____	_____

CONTRACTOR: Path Construction Company
SIGNATURE: 
DATE: 8-6-12

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 Liberty Mutual 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 12-23-305 to Path Construction Company
(NUMBER) (BIDDER)

The penalty of this bond is to be \$ 100% of contract amount
(TOTAL DOLLAR AMOUNT OF CONTRACT)


(SURETY COMPANY'S AUTHORIZED SIGNATURE)

Carl Dohn, Jr.
(ATTORNEY-IN FACT)

02283 23043
AMB # NAIC #

SURETY
CORPORATE
SEAL

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 _____
(SURETY COMPANY)

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

bid/contract _____ to _____
(NUMBER) (BIDDER)

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

(SURETY COMPANY'S AUTHORIZED SIGNATURE)

SURETY

(ATTORNEY-IN FACT)

CORPORATE

SEAL

AMB # NAIC #

DBE Utilization Plan

Have the DBE Project Specific Goals been met as stated in the bid documents?

 Yes No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve DBE participation for each Goal not met.

A proposed DBE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Program (IL UCP). The Letter of Certification must be attached to the bid.

**Disclosure of DBE Participation
(Please duplicate as needed)**

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER

Contract Title: Provident Hospital: Mechanical Systems Upgrade Contract Number: 12-23-305

Prime proposer: Path Construction Company

Address: 3550 W Salt Creek Lane Ste 116, Arlington Heights, IL 60005

Telephone: 847-342-1188 Fax: 847-342-1187 e mail: mjohnson@pathcc.com

Proposed contract amount \$: Please see Page PE-1b

Proposed subcontract amount \$: 71,500

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: Ameri Environmental, Inc.

Address: 18114 Torrence Ave., Lansing, IL 60438

Telephone: (708) 474-8801 Fax: (708) 474-8802 e mail: lee@amerienv.com

Work to be performed by DBE: DEMO

prime proposer and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime proposer:
Path Construction Company

Name of Firm

By: [Signature]
Signature

Richard Krause

Print Name

President

Title

08-06-12

Date

DBE
Ameri Environmental, Inc.

Name of Firm

By: [Signature]
Signature

Lee Franklin

Print Name

President

Title

8/1/2012

Date

PE-6d

STATE OF Illinois
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the _____ on the _____
6th day of August, 2012.

Michael Tracz
Notary Public

Michael Tracz
Printed Name of Notary



STATE OF Illinois
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the _____ on the _____
6th day of August, 2012.

Erika Dominguez
Notary Public

Erika Dominguez
Printed Name of Notary





AMERI ENVIRONMENTAL, INC.

is hereby certified as a Disadvantaged Business Enterprise

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

Sandi Liano

Sandi Liano DBE Director

05/24/10

06/01/11

Expires

Metra



August 12, 2011

Lee D. Franklin
Ameri Environmental, Inc.
18114 Torrence Ave.
Lansing IL 60438-2146

Dear Mr. Franklin:

Metra has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due **June 1, 2012**. Notification will be sent to you sixty (60) days prior to this date.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the City of Chicago, the Chicago Transit Authority, Metra and Pace.

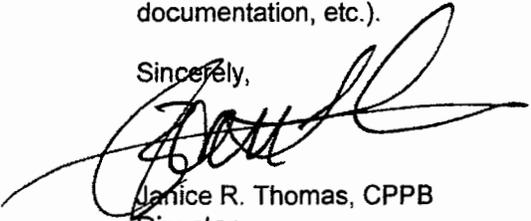
If there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for denial of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at www.metrarail.com.

Your firm's name will appear in the IL UCP DBE Directory under the following category name(s):
Professional And Construction at 100% Credit NAICS: 562910 - Remediation Services:
NAICS: 561790 - Other Services To Building And Dwelling: NAICS: 238910 - Site
Preparation Contractors.

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Sincerely,



Janice R. Thomas, CPPB
Director
Office of DBE Administration

JRT:svb/bg



547 W Jackson Blvd. Chicago, Illinois 60661 (312) 322-6900 TTY#1-312-322-6774

Email and U.S. Mail

July 13, 2012

Mr. Lee D. Franklin
Ameri Environmental, Inc.
18114 Torrence Ave.
Lansing, IL 60438-2146

Dear Mr. Franklin:

Your Disadvantaged Business Enterprise (DBE) No Change Affidavit has been received and assigned for review. Ameri Environmental, Inc. remains certified with the Illinois Unified Certification Program (IL UCP) during the review process. If additional information is required, you will be notified.

If you have any questions or concerns about the review process or the status of your application please contact the Office of DBE Administration at (312) 322-6323.

Sincerely,

Janice R. Thomas, CPPB
Director
Office of DBE Administration

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER

Contract Title: Provident Hospital: Mechanical Systems Upgrade Contract Number: 12-23-305

Prime proposer: Path Construction Company

Address: 3550 W Salt Creek Lane Ste 116, Arlington Heights, IL 60005

Telephone: 847-342-1188 Fax: 847-342-1187 e mail: mjohnson@pathcc.com

Proposed contract amount \$: Please see Page PE-1b

Proposed subcontract amount: \$70 \$45,000

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: PROFASTS, INC.

Address: 24121 W THEODORE, #3A PLAINFIELD IL 60586

Telephone: 815-676-3030 Fax: 815-733-5798 e mail: larry@profasts.com

Work to be performed by DBE:
sprinkler modifications in refrig. room and new fire pump controller

prime proposer and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime proposer:
Path Construction Company

Name of Firm

By: [Signature]
Signature

Richard Krause
Print Name

President
Title

08-06-12
Date

DBE
PROFASTS, INC.

Name of Firm

By: [Signature]
Signature

David Fernandez
Print Name

President
Title

08-06-12
Date

STATE OF Illinois
COUNTY OF Cook

STATE OF Illinois
COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the _____ on the _____
6th day of August, 2012.

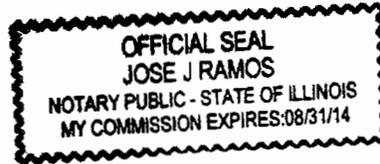
SUBSCRIBED AND SWORN TO before me
6th day of August, 2012.

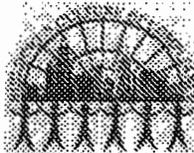
Michael Tracz
Notary Public

[Signature]
Notary Public

Michael Tracz
Printed Name of Notary

Jose J Ramos
Printed Name of Notary





CITY OF CHICAGO
OFFICE OF COMPLIANCE

From:	City of Chicago	Date:	8/24/2010 10:25:01 AM
To:	Profasts, Inc. David Fernandez	Fax:	(815) 469-4828
		Phone:	(815) 469-4826

August 24, 2010

Annual Certificate Expires: August 31, 2011

David Fernandez
Profasts, Inc.
24121 West Theodore Street Suite 3a Plainfield, IL 60586-8299

Dear David Fernandez:

Congratulations on your continued eligibility for certification as a Disadvantaged Business Enterprise (DBE) by the City of Chicago. This Disadvantaged Business Enterprise (DBE) certification is valid until **March 1, 2012**; however your firm must be re-validated annually. Your firm's next annual validation is required by August 31, 2011.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. Please note that you must include a copy of your most current Federal Corporate Tax Return. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Profasts, Inc. will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory can be accessed via the internet at <http://www.dot.state.il.us/ucp/ucp.html>.

**NIGP-91023: FIRESTOP SYSTEMS – INSTALLATION
EQUIPMENT AND SYSTEMS INCLUDING FIRE HYDRANTS, FIRE SNIGP-96246:
INSTALLATION SERVICES (NOT OTHERWISE CLASSIFIED)**

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

Thank you for your continued interest in the City's Disadvantaged Business Enterprise (DBE) Program.

Sincerely,

City of Chicago – Office of Compliance

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER

Contract Title: Provident Hospital: Mechanical Systems Upgrade Contract Number: 12-23-305

Prime proposer: Path Construction Company

Address: 3550 W Salt Creek Lane Ste 116, Arlington Heights, IL 60005
Street City State Zip Code

Telephone: 847-342-1188 Fax: 847-342-1187 e mail: mjohnson@pathcc.com

Proposed contract amount \$: Please see Page PE-1b

Proposed subcontract amount \$: 1,170,000

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: JM POLCURR, INC

Address: 10127 W. ROOSEVELT RD WESTCHESTER IL 60154
Street City State Zip Code

Telephone: 708-450-1156 Fax: 708-450-1157 e mail: john@jmpolcurr.com

Work to be performed by DBE: ELECTRICAL WORK

prime proposer and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime proposer:
Path Construction Company
Name of Firm

By: [Signature]
Signature

Richard Krause
Print Name

President
Title

08-06-12
Date

DBE
JM POLCURR, INC
Name of Firm

By: [Signature]
Signature

JOHN MARQUEZ
Print Name

PRESIDENT
Title

8-6-12
Date

PE-6d

STATE OF Illinois

COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the _____ on the _____
6th day of August, 20 12

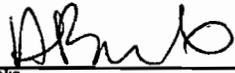

Notary Public
JUSTIN KRAUSE
Printed Name of Notary

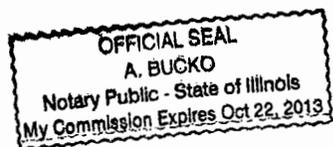


STATE OF IL

COUNTY OF Cook

SUBSCRIBED AND SWORN TO before me
on the _____ on the _____
6th day of August, 20 12


Notary Public
A. Bucko
Printed Name of Notary





Illinois Department of Transportation

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

May 21, 2012

CERTIFIED-RETURN RECEIPT REQUESTED

John Marquez
JM Polcurr, Inc.
10127 W. Roosevelt Rd.
Westchester, IL 60154

Dear Mr. Marquez:

The Illinois Department of Transportation (IDOT) has approved the "No Change Affidavit" for JM Polcurr, Inc. and determined that the firm continues to meet DBE eligibility standards to perform work towards DBE goals.

In order to remain certified and in good standing, you must annually submit a No Change Affidavit. IDOT will send an affidavit form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify IDOT's Bureau of Small Business Enterprises (bureau) within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to IDOT within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions, please contact the Bureau of Small Business Enterprises at 217/782-5490.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra A. Clark".

Debra A. Clark, Acting Bureau Chief
Bureau of Small Business Enterprises

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER

Contract Title: Provident Hospital: Mechanical Systems Upgrade Contract Number: 12-23-305

Prime proposer: Path Construction Company

Address: 3550 W Salt Creek Lane Ste 116, Arlington Heights, IL 60005

Telephone: 847-342-1188 Fax: 847-342-1187 e mail: mjohnson@pathcc.com

Proposed contract amount \$: Please see Page PE-1b

Proposed subcontract amount \$: \$180,000-

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: W. E. BISHOP & CO.

Address: 515 E. THORNHILL LANE PALATINE IL 60074

Telephone: 847-224-3688 Fax: 847-224-3680 e mail: LAMSON.D0367@SBCGLOBAL.NET

Work to be performed by DBE: HVAC - MECHANICAL, PIPING + EQUIPMENT

prime proposer and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime proposer:
Path Construction Company

Name of Firm

By: [Signature]

Richard Krause

Print Name

President

Title

08-06-12

Date

DBE
W. E. Bishop & Co.

Name of Firm

By: Warren E. Bishop

WARREN E. BISHOP

Print Name

PRESIDENT

Title

08-03-12

Date

PE-8d

STATE OF Illinois

STATE OF IL

COUNTY OF Cook

COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me
on the _____ on the _____
8th day of AUGUST, 20 12

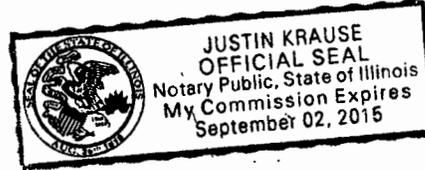
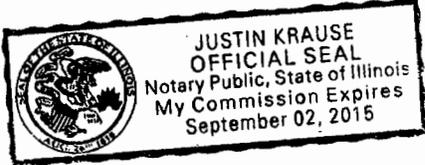
SUBSCRIBED AND SWORN TO before me
6th day of August, 20 12


Notary Public


Notary Public

JUSTIN KRAUSE
Printed Name of Notary

JUSTIN KRAUSE
Printed Name of Notary



PE-6a

FEDERALLY-FUNDED

PW8.12



From:	City of Chicago	Date:	7/29/2012 4:47:00 PM
To:	W.E. Bishop Co. Warren E Bishop	Fax:	(847) 724-3680
		Phone:	(847) 724-3688

Certification Application Submitted

Applicant: W.E. Bishop Co.
 Certifying Agency: City of Chicago
 Application Type: DBE/ACDBE No Change Affidavit
 Application Number: 8797485
 Contact: Warren E Bishop
 Date Started: 7/25/2012
 Date Submitted: 7/29/2012

Dear Warren E Bishop,

Thank you for submitting your application on 7/29/2012. Your certification application number is **8797485**. Please reference this number in all correspondence.

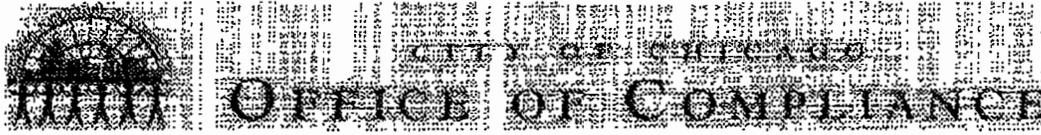
It will next be received by the organization and assigned to a staff person for review.

To view your application, visit: <https://chicago.mwdbe.com/?GO=877>

If you have any questions please email us at chicago@mwdbe.com

City of Chicago
 Department of Procurement Services
<https://chicago.mwdbe.com/>

Use the vendor search tool to find over 25,000 certified firms.



From: City of Chicago Date: 5/27/2011 12:03:00 PM
 To: W.E. Bishop Co. Fax: (847) 724-3880
 Warren E Bishop Phone: (847) 724-6688

May 27, 2011

Annual Certificate Expires: May 31, 2012

Warren E Bishop
 W.E. Bishop Co.
 515 E. Thornhill Lane, Palatine, IL 60074

Dear Warren E Bishop:

Congratulations on your continued eligibility for certification as a Disadvantaged Business Enterprise (DBE) by the City of Chicago. This Disadvantaged Business Enterprise (DBE) certification is valid until June 30, 2013; however your firm must be re-validated annually. Your firm's next annual validation is required by May 31, 2012.

As a condition of continued certification during this five-year period, you must continue to file a No-Change Affidavit within 60 days prior to the date of expiration. Please note that you must include a copy of your most current Federal Corporate Tax Return. Failure to file this Affidavit will result in the termination of your certification.

You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

The City may commence actions to remove your firm's eligibility if you fail to notify us of any changes in ownership, management or control, or otherwise fail to cooperate with the City in any inquiry or investigation. Removal of eligibility procedures may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

W.E. Bishop Co. will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory can be accessed via the internet at <http://www.dot.state.il.us/ucp/ucp.html>.

NIGP-55905: AIR CONDITIONING, HEATING AND VENTILATION NIGP-91450: HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

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

Thank you for your continued interest in the City's Disadvantaged Business Enterprise (DBE) Program.

Sincerely,

City of Chicago - Office of Compliance



From:	City of Chicago	Date:	7/28/2012 10:27:00 PM
To:	W.E. Bishop Co.	Fax:	(847) 724-3680
	Warren E Bishop	Phone:	(847) 724-3688

Certification Document via Fax

Applicant: W.E. Bishop Co. DBA W.E. BISHOP CO.
Certifying Agency: City of Chicago
Application Type: DBE/ACDBE No Change Affidavit
Application Number: 8797485

A document you sent via fax has been processed. The outcome is summarized below.

Document Type: Current fiscal year end financial statements
Status: Success
Detail: Document successfully added to application via fax.

NOTE: Although your fax submission was received, the contents of the message may have been cut off, garbled, or otherwise corrupted. The system received a document that matched your application; however, you are responsible for accessing the document list on your electronic application to open the file and verify it is correct and complete. If there is an issue with the file, you can fax it again or scan and attach. Once all documents have been attached by fax or upload, you must sign and submit the application.

Applications with incomplete, corrupted, or garbled supporting documents may be rejected, denied, or delayed.

You will receive a separate notice for each document attached.

To view your application, visit: <https://chicago.mwdbe.com/?GO=677>

If you have any questions please email us at chicago@mwdbe.com

City of Chicago
Department of Procurement Services
<https://chicago.mwdbe.com/>

System Tip: Request customer support by clicking the Customer Support link at the bottom of any page.



From:	City of Chicago	Date:	7/25/2012 10:27:01 PM
To:	W.E. Bishop Co.	Fax:	(847) 724-3680
	Warren E Bishop	Phone:	(847) 724-3688

Certification Document via Fax

Applicant: W.E. Bishop Co. DBA W.E. BISHOP CO.
 Certifying Agency: City of Chicago
 Application Type: DBE/ACDBE No Change Affidavit
 Application Number: 8797485

A document you sent via fax has been processed. The outcome is summarized below.

Document Type: Signed copy of U.S. Individual Income Tax Return including all schedules for all individual owners whose socio and economic status is relied upon for certification

Status: Success

Detail: Document successfully added to application via fax.

NOTE: Although your fax submission was received, the contents of the message may have been out of, garbled, or otherwise corrupted. The system received a document that matched your application; however, you are responsible for accessing the document list on your electronic application to open the file and verify it is correct and complete. If there is an issue with the file, you can fax it again or scan and attach. Once all documents have been attached by fax or upload, you must sign and submit the application.

Applications with incomplete, corrupted, or garbled supporting documents may be rejected, denied, or delayed.

You will receive a separate notice for each document attached.

To view your application, visit: <https://chicago.mwdbe.com/?GO=677>

if you have any questions please email us at chicago@mwdbe.com

City of Chicago
 Department of Procurement Services
<https://chicago.mwdbe.com/>

Use the vendor search tool to find over 25,000 certified firms.



From:	City of Chicago	Date:	7/26/2012 10:27:01 PM
To:	W.E. Bishop Co.	Fax:	(847) 724-3680
	Warren E Bishop	Phone:	(847) 724-3686

Certification Document via Fax

Applicant: W.E. Bishop Co. DBA W.E. BISHOP CO.
 Certifying Agency: City of Chicago
 Application Type: DBE/ACDBE No Change Affidavit
 Application Number: 8797485

A document you sent via fax has been processed. The outcome is summarized below.

Document Type: Signed copy of U.S. Federal Corporate Income Tax return including all schedules
 Status: Success
 Detail: Document successfully added to application via fax.

NOTE: Although your fax submission was received, the contents of the message may have been cut off, garbled, or otherwise corrupted. The system received a document that matched your application; however, you are responsible for accessing the document list on your electronic application to open the file and verify it is correct and complete. If there is an issue with the file, you can fax it again or scan and attach. Once all documents have been attached by fax or upload, you must sign and submit the application.

Applications with incomplete, corrupted, or garbled supporting documents may be rejected, denied, or delayed.

You will receive a separate notice for each document attached.

To view your application, visit: <https://chicago.mwdbe.com/?GO=677>

If you have any questions please email us at chicago@mwdbe.com

City of Chicago
 Department of Procurement Services
<https://chicago.mwdbe.com/>

System Tip: Post business opportunities in the Forums. Login and select Help Support > Forums from the menu.



From:	City of Chicago	Date:	7/27/2012 9:37:51 PM
To:	W.E. Bishop Co.	Fax:	(847) 724-3580
	Warren E Bishop	Phone:	(847) 724-3588

Certification Document via Fax

Applicant: W.E. Bishop Co. DBA W.E. BISHOP CO.
 Certifying Agency: City of Chicago
 Application Type: DBE/ACDBE No Change Affidavit
 Application Number: 8797485

A document you sent via fax has been processed. The outcome is summarized below.

Document Type: Personal Net Worth Statement for all individual owners whose socio and economic status is relied upon for DBE certification
 Status: Success
 Detail: Document successfully added to application via fax.

NOTE: Although your fax submission was received, the contents of the message may have been cut off, garbled, or otherwise corrupted. The system received a document that matched your application; however, you are responsible for accessing the document list on your electronic application to open the file and verify it is correct and complete. If there is an issue with the file, you can fax it again or scan and attach. Once all documents have been attached by fax or upload, you must sign and submit the application.

Applications with incomplete, corrupted, or garbled supporting documents may be rejected, denied, or delayed.

You will receive a separate notice for each document attached.

To view your application, visit: <https://chicago.mwdb.com/?GQ=577>

If you have any questions please email us at chicago@mwdb.com

City of Chicago
 Department of Procurement Services
<https://chicago.mwdb.com/>

System Tip: Have you updated your contact information in the system lately?

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

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason DBE was not used: _____

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason DBE was not used: _____

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason DBE was not used: _____

PE-6a

DBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific DBE 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 DBE 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 DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- _____ Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs 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 DBEs to submit bids.
- _____ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- _____ Made efforts to assist interested DBEs 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 DBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups; local, state and federal; and other organizations that provide assistance in the recruitment and placement of DBEs.

**Good Faith Efforts Contacts Log for Soliciting
DBE 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 DBE 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 DBE 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 DBE 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 DBE SUBCONTRACTOR OR SUPPLIER

Contract Title: _____ Contract Number: _____

Prime proposer: _____

Address: _____
Street City State Zip Code

Telephone: _____ Fax: _____ e mail: _____

Proposed contract amount \$: _____

Proposed subcontract amount \$: _____

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: _____

Address: _____
Street City State Zip Code

Telephone: _____ Fax: _____ e mail: _____

Work to be performed by DBE:

prime proposer and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime proposer:

DBE

Name of Firm _____

Name of Firm _____

By: _____
Signature

By: _____
Signature

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

PE-6d

STATE OF _____

STATE OF _____

COUNTY OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me
on the _____ on the
_____ day of _____, 20_____.

SUBSCRIBED AND SWORN TO before me
_____ day of _____, 20_____.

Notary Public

Notary Public

Printed Name of Notary

Printed Name of Notary

**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.*

PE-7a

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

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

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

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

b) If yes, list business address(es) within Cook County:
 3350 West Salt Creek Lane, Suite 116
 Arlington Heights, IL 60005

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

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

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

_____ Applicant has no "Substantial Owner."
OR
 X _____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Path Construction Co D/B/A: _____ EIN NO.: 37-1572701

Street Address: 3350 West Salt Creek Lane, Suite 116

City: Arlington Heights State: ILLINOIS Zip Code: 60005

Phone No.: (847)342-1188

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

PE-7f

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
Richard A. Krause	2350 West Salt Creek Lane #116 Arlington Heights, IL 60005	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- 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.

Richard A. Krause Name of Authorized Applicant/Holder Representative (print or type)	President Title
 Signature	8/7/12 Date
RKRAUSE@PACC.COM E-mail address	(847) 342-1188 Phone Number

Subscribed to and sworn before me this 6th day of August 2012.

X Michael Tracz
Notary Public Signature

PE-7g

My commission expires: 4/11/15





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: _____ Title: _____

Business Entity Name: _____ Phone: _____

Business Entity Address: _____

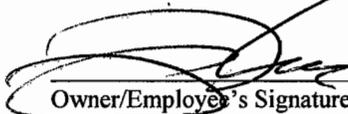
_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

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

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

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


Owner/Employee's Signature

_____ 8/6/12
Date

Subscribe and sworn before me this 6th Day of August, 2012

a Notary Public in and for Cook County


(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 4/11/15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602**

PE-7i

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

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

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/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 LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

****Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer 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: Path Construction Company, Inc

BUSINESS ADDRESS: 3350 West Salt Creek Lane, Suite 116
Arlington Heights, IL 60005

BUSINESS TELEPHONE: (847)342-1188 FAX NUMBER: (847)342-1187

CONTACT PERSON: Richard Krause

FEIN: 37-1572701 *IL CORPORATE FILE NUMBER: 66170896

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Richard A. Krause VICE PRESIDENT: _____

SECRETARY: Richard A. Krause TREASURER: _____

**SIGNATURE OF PRESIDENT: _____

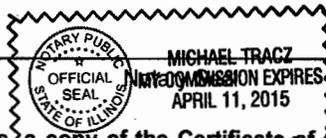
ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

6th day of August, 2012.

X Michael Tracz
Notary Public Signature

My commission expires: 4/11/15



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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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 CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF September, 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
12-23-305

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 3,902,300.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Karen M. McKeel
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)