

BIDDER: Core Mechanical, Inc.

CONTRACT FOR SERVICE

CONTRACT NO. 12-53-364



HEATING, VENTILATION, AND AIR CONDITIONING
(HVAC) MAINTENANCE AND REPAIR
FOR
COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS

BIDS TO BE EXECUTED IN TRIPLICATE
BID OPENING WILL BE ON FRIDAY, FEBRUARY 8, 2013 AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL 60602

CONTACT: KEVIN CASEY, SPECIFICATION ENGINEER, AT 312-603-6830
EMAIL: kevin.casey@cookcountyil.gov

ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 17 2013

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REQ# 102833

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **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 Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

The Bidder shall prepare one (1) copy of its Bid Proposal on the proposal forms within the Contract Documents and three (3) execution pages, all with original signatures in the back of the document. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

IB-03 SITE INSPECTION CERTIFICATE

When required in the legal advertisement or the Special Conditions, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by County.

IB-04 BID DEPOSIT

When required in the legal advertisement, the Bid Proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid Proposal and such Bid Proposal shall 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-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all bidders will be returned, with the exception of the Contractor, after the County has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Chief Procurement Officer a written request for a deviation or exception prior to the date and time of Bid Opening. If the Chief Procurement Officer considers such deviation or exception acceptable, the Chief Procurement Officer shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

Chief Procurement Officer
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference the Project Title and Contract Number)

IB-06 BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid Proposal.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Chief Procurement Officer, 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. 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 Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

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

IB-09 COMPETENCY OF BIDDER

No Bid Proposal will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

**IB-10 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than five percent (5%).

"Local Business" shall mean a person 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.

IB-11 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Contract Documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-12 WITHDRAWAL OF BID PROPOSALS

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

IB-13 ACCEPTANCE OF PROPOSALS

The Chief Procurement Officer shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Chief Procurement Officer any documents required herein.

IB-14 PERFORMANCE AND PAYMENT BOND

When required in the legal advertisement or Special Conditions, 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" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-15 PRICES FIRM

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

IB-16 CASH BILLING DISCOUNTS

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

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, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

IB-18 AUTHORIZED DEALER/DISTRIBUTOR

The Bidder must be: (i) the manufacturer; (ii) an authorized dealer/distributor, or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. Further, the Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

IB-19 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 review and award alternate Contracts, if the commodity and/or service is suitable to its requirement.

The reference to the above catalog is intended to be descriptive and not restrictive and to indicate to the prospective Bidder articles that shall be satisfactory. Bid Proposals on other makes and catalogs shall be considered, provided each Bidder states on the face of the Bid Proposal exactly what is being proposed to be furnished or forwards with the Bid Proposal an illustration, or other descriptive matter which shall clearly indicate the character of the article covered by the Bid Proposal.

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 Specifications but which may comply substantially.

IB-20 SAMPLES

Bidders may be asked upon request of the Chief Procurement Officer or the Director to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-21 NOTICES

All communications and notices between the County and Bidders regarding the Contract Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Chief Procurement Officer shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-23 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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BID CONTRACTS
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**GENERAL CONDITIONS
BID CONTRACTS
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GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

GC-04 PAYMENT

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 a County Voucher Form.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or Contract Good to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such service or Contract Good not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-07 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall report any such credits to the Chief Procurement Officer.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-11 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-12 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-13 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-14 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-15 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the 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.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

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

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

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

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

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

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

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

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-16 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its 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 County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

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

GC-17 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-18 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34. DIVISION 6. SECTION 34-275 to SECTION 34-303

II. REQUIRED BID OR QUOTATION SUBMITTALS

To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.

A. MBE/WBE Utilization Plan

Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

2. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook

Small Business Administration 8A Program

Illinois Unified Certification Program

or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

3. **Joint Venture Affidavit**

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

B. Reduction/Waiver Petition

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to contractor and subcontractor obligations.

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-22 ACCIDENT REPORTS

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-24 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-25 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

GC-26 GUARANTEES AND WARRANTIES

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. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-27 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of Services 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 Service(s) shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the 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-29 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 AUDIT: EXAMINATION OF RECORDS

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

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

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

GC-31 GOVERNING LAW

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

GC-32 COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

GC-33 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-34 ENTIRE CONTRACT

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

GC-35 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

GC-37 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-38 FEDERAL CLAUSES

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
- (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
 - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to 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.
- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

GC-38 FEDERAL CLAUSES (CON'T.)

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.

6. **Environmental Requirements**

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- (e) **Preference for Recycled Products.** To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. **No Exclusionary or Discriminatory Specifications**

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

8. **Cargo Preference - Use of United States Flag Vessels**

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

9. **Fly America**

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

GC-38 FEDERAL CLAUSES (CON'T.)

10. **No Federal Government Obligations to Third Parties**

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

11. **Allowable Costs**

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

12. **Trade Restrictions**

Contractor certifies that neither it nor any Subcontractor:

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

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

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

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100

GC-38 FEDERAL CLAUSES (CON'T.)

13. Contract Work Hours and Safety Standards Act

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

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

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

15. Copyright Ownership

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

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

GC-38 FEDERAL CLAUSES (CON'T.)

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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."

19. 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.

20. 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.

GC-38 FEDERAL CLAUSES (CON'T.)

21. 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.

22. Rights to Inventions Made Under a Contract or Agreement

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

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

Contracts and subgrants of amounts in excess of \$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).

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

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

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

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

GC-39 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

END OF SECTION

SPECIAL CONDITIONS**SC-01 SCOPE**

The Contractor shall provide HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR for the COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, all in accordance with the Contract Documents, Specifications and Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement type contract for twenty-four (24) months, with two (2) one-year renewal options, effective after award by the Board of Commissioners and after proper execution of the Contract Documents. **The contract will consist of a firm price for twenty-four (24) months.** Price increases or decreases for the renewal options shall not exceed four percent (4%) and shall be based on supporting documentation and current prevailing wages.

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

SC-03 AWARD OF CONTRACT

The contract shall be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Request for Sealed Bid. All items, unless otherwise stated, will be assumed to meet all specifications and requirements as set forth in the Request for Sealed Bid. Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or declared non-responsive. The County shall be sole determinant of the relevant and appropriate cost factors used in evaluating any Base, Options and/or Alternate bids. Bidders must quote all lines for consideration. It is the intent of the County to award this bid in whole and not in part. Only one award will result from this bid.

SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT

The bidder shall have a subcontracting goal of not less than thirty percent (30%) MBE and ten percent (10%) WBE of the awarded contract price for work to be performed.

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals this Project. The bidder shall submit with its Proposal, an MBE/WBE Utilization Plan indicating how it proposes to meet these goals. If the bidder has not met the goals or made good faith efforts to meet the goals, the bidder's response will (may) be deemed nonresponsive and will not be considered for award.

Certified MBE/WBE bidders may count their own participation, however, a female firm certified as M/WBE or W/MBE may be counted towards the MBE or WBE goal, but not both. (Designations cannot be changed after submission of the compliance plan.)

Unless otherwise specified in the Bid Documents, for purposes of this contract, the contract amount is the total bid amount that has been entered on the Proposal Page of the Bid Documents.

SPECIAL CONDITIONS

SC-05 MANDATORY PRE-BID CONFERENCE AND SITE INSPECTIONS

The County will hold a Mandatory Pre-Bid Conference at the Cook County Department of Transportation and Highways District No. 1, 2325 Meacham Road, Schaumburg, IL 60195. Mandatory Site Inspections at the five locations will follow the Pre-Bid Conference. Representatives from the Procurement Department and Highway Department will comprise the panel to respond to answer any questions regarding HVAC Maintenance and Repair and Invitation to Bid procedures. **Attendance at the Pre-Bid Conference and Site Inspections are mandatory in order for a bid to be considered. Failure to attend the mandatory Pre-Bid Conference and Site Inspections shall be cause for disqualification of the bid.** No additional allowances will be granted because of lack of knowledge of such conditions.

Prospective Proposers must respond to Kevin Casey at 312-603-6830 or email kevin.casey@cookcountyil.gov before Tuesday, January 22, 2013 at 10:00 A.M. Central Time, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Pre-Bid Conference will be held on:

DATE: Thursday, January 24, 2013
 TIME: 9:00 A.M. Central Time
 PLACE: Cook County Department of Transportation and Highways District No. 1
 2325 Meacham Road
 Schaumburg, IL 60195

The Pre-Bid Conference and Site Inspections schedule will be as follows:

Thursday, January 24, 2013 9:00 A.M. Pre-Bid Conference/ Site Inspection	Department of Transportation and Highways District No. 1 2325 Meacham Road Schaumburg, IL 60195
Thursday, January 24, 2013 Site Inspection following District No.1 Site Visit	Department of Transportation and Highways District No. 2 2101 Ballard Road Des Plaines, IL 60016
Thursday, January 24, 2013 Site Inspection following District No.2 Site Visit	Department of Transportation and Highways District No. 3 901 East 26th Street Lagrange Park, IL 60525
Thursday, January 24, 2013 Site Inspection following District No.3 Site Visit	Department of Transportation and Highways District No. 4 135th Street and 89th Avenue Orland Park, IL 60462
Thursday, January 24, 2013 Site Inspection following District No.4 Site Visit	Department of Transportation and Highways District No. 5 13600 S. Ashland Avenue Riverdale, IL 60406

SPECIAL CONDITIONS**SC-06 INQUIRIES**

A copy of any written request for interpretation of documents shall be provided to the Office of Chief Procurement Officer at the address set forth below.

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 5:00 p.m. Monday, January 28, 2013. Inquiries will be answered by the close of business on Thursday, January 31, 2013.**

During the bid process, all inquiries must be directed, in writing, only to the Office of the Cook County Chief Procurement Officer as follows:

Shannon Andrews
Cook County Acting Chief Procurement Officer
c/o Kevin Casey, Specifications Engineer
118 N. Clark Street, Room 1018
Chicago, IL 60602
Or via email to kevin.casey@cookcountyil.gov

Contact Info for Specifications Engineer No. 53
Kevin Casey: 312 603-6830, kevin.casey@cookcountyil.gov

SC-07 SERVICE LOCATION

All services shall be performed at:

Cook County Department of Transportation and Highways District No. 1
2325 Meacham Road
Schaumburg, IL 60195

Cook County Department of Transportation and Highways District No. 2
2101 Ballard Road
Des Plaines, IL 60016

Cook County Department of Transportation and Highways District No. 3
901 East 26th Street
Lagrange Park, IL 60525

Cook County Department of Transportation and Highways District No. 4
8900 W. 135th Street
Orland Park, IL 60462

Cook County Department of Transportation and Highways District No. 5
13600 S. Ashland Avenue
Riverdale, IL 60406

SC-08 PREVAILING WAGES

Prevailing wage rates shall comply with Section 2 of the "Prevailing Wage Act-Illinois Revised Statutes Chapter 48, Paragraph 395-1 et seq." The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work. For a list of the currently available prevailing wages, see Pages SC-5 and SC-6.

SC-09 NOTIFICATION:

Vendor shall not service HVAC equipment until notified by the Using Department.

SPECIAL CONDITIONS

SC-10 DELAYS IN PROSECUTION OF WORK - LIQUIDATED DAMAGES

Whereas, the Contractor is obligated to assure that the various items of equipment in the installations and systems perform properly; whereas, maintenance operations to the respective installations and systems prescribed by this Contract must not be interrupted; whereas, maintenance schedules and completion dates are specified for various items of work which schedules are deemed of paramount importance in the maintenance functions; whereas, failure to perform all functions in the manner specified and within any time limit specified, the Contractor agrees that should he refuse or fail to prosecute the work or any separable part thereof promptly and in the manner specified in this Contract with such diligence as will insure its satisfactory completion, the Building Maintenance Supervisor at his direction may take one or more of the following actions: (1) Withhold payment of any monthly or final remittance for any installation or system until all work has been performed to the satisfaction of the Building Maintenance Supervisor, (2) remove the District from the County's maintenance to the Contractor's maintenance responsibility until said work is completed and inspected by this Department, (3) Deduct a proportionate amount of money for work not performed on any installation or system from any monthly or final remittance due the Contractor with the amount of money deducted to be determined by the Building Maintenance Supervisor, (4) By written notice to the Contractor terminate his right to proceed with the work or such part of the work that has been delayed, in which event the Department may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Department for any excess cost, occasioned by the department, (5) Assess liquidated damages; if any work covered by maintenance schedules in any of the installations or systems, or if any other work which under this Contract is to be completed by a certain date or at the expiration of a certain time interval, shall remain uncompleted after such date or the expiration of such time interval, or after any authorized extension of such stipulated time, the Contractor expressly agrees to pay to the Department the sum as specified in Liquid Damages Assessment Table found elsewhere in this Contract for each and every Calendar Day and for each and every item of such work remaining uncompleted, and such monies shall be paid as liquidated damages to partially cover losses and expense to the Department, and not as a penalty.

The Department shall recover said liquidated damages by deducting the amount thereof from any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damages, then the Contractor or the surety shall pay such amount due. Provided, in any of the above instances, the right of the Contractor to proceed shall not be terminated because of any unavoidable delay in the completion of the work caused by the Department, other Contractors employed by the Department or unforeseeable causes beyond the control and without the fault or negligence of the Contractor. The Contractor shall as soon as practicable notify the Building Maintenance Supervisor in writing of the cause of such delay, if any, and request of the Engineer in writing, such additional time or relief as he may deem necessary.

Liquidated Damage Assessment

<u>Per Day</u>	<u>One Time</u>	<u>Per Contract Specifications</u>
\$200.00	\$300.00	Failure to Provide Documentation
\$200.00	\$200.00	Failure to Respond per Time Specifications
\$200.00	\$300.00	Failure to Provide Timely Repair/Replacement of Parts
\$200.00	\$300.00	Failure to Provide Proper Service
\$200.00	\$300.00	Failure to Provide Reports/Communication

SPECIAL CONDITIONS

Cook County Prevailing Wage for January 2013

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC	BLD			34.160	36.660	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON	ALL			42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER	BLD			34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.	BLD			37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN	ALL			33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN	ALL			43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN	ALL			42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR	ALL			33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER	BLD			39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR	BLD			45.550	48.050	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER	ALL			36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST	BLD			43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS	ALL			29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON	BLD			39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I	ALL			26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II	ALL			31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER	ALL			40.800	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
PAINTER	ALL			40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER	BLD			45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER	BLD			40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550
PLUMBER	BLD			45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD			38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER	BLD			40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER	BLD			29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR	ALL			40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD			40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD			35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD			39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550

SPECIAL CONDITIONS

TILE MASON		BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR		HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

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

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

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

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

SPECIFICATIONS**A. GENERAL DESCRIPTION**

The Contractor shall provide all necessary management, supervision, administrative support, labor of all equipment services, materials, tools, parts, miscellaneous supplies and necessary transportation for workmen and equipment used to execute the requirements contained in this contract. The Contractor will be required to provide HVAC systems maintenance and related services in accordance with the specifications of this contract, that are related in order to maintain the equipment in good operating condition.

The Contractor shall furnish and install all materials for any repair work in accordance with the manufacturer's instructions and recommendations. All work shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. All work is expected to be completed in a professional manner.

Service visits shall include the following:

- Monthly Maintenance on all Heating Ventilation and Air Conditioning Equipment (HVAC). The equipment shall consist of Air Compressors, Air Conditioning Cooling Units, Infrared Heating Systems, Ceiling Electric Cabinet Unit Heaters, Exhaust Fans, Gas Furnace Units, Gas Make-Up Air Units, Gas Unit Heaters, Heat Recovery Units, Infrared Unit Heaters, Roof Top Units, Gas Fired Steam Boilers, Gas Fired Hot Water Boilers, Supply Fans, Supply Relief Vents, Water Unit Heaters, Wall Air Conditioning Units, Wall Electric Cabinet Unit Heaters, Wall Exhaust Fans and Motorized Dampers in all buildings owned by the Cook County Department of Transportation and Highways per requirement for specified building.
- Quarterly tune up and belts/filters servicing to be done in December/January, March/April, June/July and September/October. Quarterly tune up shall include the inspection and cleaning of any condensation drain, brushing of coils, oiling of motor as needed, checking refrigerant pressures, checking performance of heating and cooling cycles, checking of electrical connections and belts, taking voltage and amperage reading. Belts/filters servicing shall include replacement of defective belts and disposable filters with new belts and quality air filters.
- Pre-winter startup of HVAC system (furnaces, and heaters) shall be done to coincide with the September/October quarterly maintenance tune up and belts/filter services.
- Pre-summer startup of HVAC system (A/C) shall be done to coincide with the March/April quarterly maintenance tune up and belts/filters services.
- Replacement of filters for the HVAC units at the facilities shall be done as the manufacturer recommends in order to maintain an environmentally clean facility.
- Annual washing of all HVAC units (coils, etc) shall be done during the scheduled during the March/April quarterly tune up and belts/filter servicing. Only non-toxic environmentally safe and HVAC manufacturer approved solvents or solution shall be used for washing.
- Operational visit of HVAC system shall be as needed.
- Contractor shall provide repair services when notified by the Cook County Department of Transportation and Highways.

SPECIFICATIONS**B. BIDDERS QUALIFICATIONS:**

All prospective Bidders must have a minimum of three (3) years successful experience in maintaining heating, ventilating, and air conditioning, equipment; including all mechanical and electrical requirements of the type and size included under this bid.

All bidders must submit with their bids evidence of their reliability, ability and experience by furnishing the following:

- **Maintenance Technician's Qualifications:** The Contractor shall employ sufficient qualified mechanics and technicians who can arrive on the site within the specified time period. The service technicians assigned to maintain the mechanical systems shall be qualified to service the equipment type under this contract. Resumes shall clearly indicate the technician's length of experience and appropriate factory certifications (for equipment associated with this contract).
- A list of names and addresses of at least two (2) comparable institutions of comparable size and scope which the bidder is presently providing contract service using the personnel listed above.
- Service must be provided by the personnel employed by the bidder or their subcontractor and designated above. Any and all subcontractors that the Contractor proposes using must be approved by the Cook County Department of Transportation and Highways. All subcontractor work shall be charged at the rate quoted by the Contractor in the proposal pages of this document.
- Ability to meet the qualifications covering personnel, experience requirements, and the adequacy of the information submitted by the bidder will be considered by the County in determining the award.

C. GENERAL MAINTENANCE PROCEDURES AND RECORDS

1. **Work Schedule:** HVAC equipment at the five (5) Highway Department facilities shall be performed between the hours of 7:00 A.M. through 3:30 P.M., Monday through Friday, except during posted summer hours. The Contractor may be required to do emergency repairs at times other than normal working hours. The Contractor shall be in a position to be available on a twenty-four (24) hour basis for such emergency work 365 days per year. The Contractor shall supply a monitored 24-hour a day phone number(s) to contact for service. It shall be the Contractor's responsibility to see that materials and tools are delivered within or adjacent to the area of maintenance and/or repair as specified by the County. All work other than emergency service must be accomplished during weekdays, Monday thru Friday, excluding all County Holidays.
2. **Routine Maintenance:** Contractor shall provide monthly maintenance service on all HVAC equipment at the five (5) Highway Districts. HVAC maintenance shall be performed between the hours of 7:00 A.M. through 3:30 P.M., Monday through Friday, except during posted summer hours. Inspections and maintenance functions shall be coordinated through the assigned Cook County Department of Transportation and Highways authorized representative.

The Contractor must submit a written planned maintenance program in spreadsheet format updated monthly. The Contractor shall prepare a checklist of routine maintenance tasks to be completed and provide the service technician a copy of the checklist. The checklist must be checked off as completed by the technician and the completeness of the tasks listed on the checklist verified by the Cook County employee at the work site.

SPECIFICATIONS

3. **Regular Repair:** Contractor shall provide straight time repair to the HVAC equipment when notified by the Cook County Department of Transportation and Highways. The Contractor shall respond to all straight time regular repair calls within four (4) hours after notification regardless of weather conditions (snow, ice, etc.). Straight time regular repair shall be performed between the hours of 7:00 A.M. through 3:30 P.M., Monday through Friday, excluding holidays.

County Holidays are:

- | | |
|---------------------------------|------------------|
| o New Year's Day | Independence Day |
| o Martin Luther King's Birthday | Labor Day |
| o Lincoln's Birthday | Veteran's Day |
| o Washington's Birthday | Columbus Day |
| o Casmir Pulaski's Day | Thanksgiving Day |
| o Memorial Day | Christmas Day |

4. **Emergency Repair:** Contractor shall provide premium time emergency repair when notified by the Cook County Department of Transportation and Highways. The Contractor shall respond to all premium time repair calls within two (2) hours after notification regardless of weather conditions (snow, ice, etc.). Premium time repairs shall be available on a twenty-four (24) hour basis, 365 days per year. The Contractor shall supply a monitored 24-hour a day phone number(s) to contact for service. It shall be the Contractor's responsibility to see that materials and tools are delivered within or adjacent to the area of maintenance and/or repair as specified by the County. Failure to respond to an authorized emergency call within two (2) hours shall be considered unsatisfactory under the terms of the contract.

All major systems must be back on-line and operating within eight (8) hours of notification of systems failure. Any installation of new equipment shall be approved by the County, prior to Contractor ordering equipment or installing equipment.

Emergency repair service shall consist of all labor, overtime, travel costs, parts, supplies, etc. necessary to repair any HVAC system. All expenses incurred and expended on such a call are included in the prices quoted in this contract and there will be no additional compensation to the Contractor.

Emergency service as often as needed, on a twenty four (24) hour basis, weekends and legal County holidays included.

5. **Replacement Parts:** All replacement parts shall be of the same manufacturer make and model if possible, or shall otherwise be industry standard parts equal in design and quality to those of the Original Equipment Manufacturer (OEM). Parts shall normally be "new" but may in some cases be "remanufactured" if acceptable to the County. Parts that are "remanufactured" may be acceptable to the County if they have been thoroughly disassembled, inspected, rebuilt (with any needed components replaced) and certified as equal to new. All parts that have been replaced shall be made available for inspection by the County. When the equipment or parts are to be replaced in their entirety and a newer design of this design is available which is functionally equivalent and compatible.

SPECIFICATIONS

6. **Work Procedures:** It shall be the responsibility of the Contractor to notify the Building Engineer upon arrival and departure, at any of the facilities. After inspection, the Contractor shall advise engineer of all necessary repairs, subsurface or latent physical condition found, along with recommendations and estimate of cost and time to complete the repairs. Any changes found necessary by the County or the Contractor not covered under the original contract specifications or drawings, shall be jointly agreed upon by the Contractor and the County. A service ticket indicating maintenance and/or repairs performed on each call shall be left in care of the Cook County Department of Transportation and Highways or Facilities Management authorized representative.

The Contractor is required to submit a technical report on service calls within five (5) days of completion. The report must contain the following information:

- Start Time and Completion Time
- Date Service was performed
- Location of Service
- Person Requesting the Service
- Itemized Parts List
- Type of equipment Repaired

After each work service, the Contractor shall leave one legible service report at the work site and a second copy shall be mailed to the Cook County Department authorized representative. The service report shall detail all work performed, location (facility and building code), date, materials, equipment serviced and the number of hours required completing the repair etc.

The Contractor shall maintain complete and accurate records of all routine maintenance services performed, repairs made and replacement parts used for the term of this contract. These routine records shall be made available at the completion of each job and/or on request of the Cook County Department authorized representative.

The Contractor shall monitor the overall performance of all systems and equipment, and provide the Cook County Department of Transportation and Highways Building Maintenance Division Supervisor or his Designated Representative with written recommendations for any enhancements or changes necessary. The Contractor shall provide the Equipment and Building Maintenance Division Supervisor, or his Designated Representative with an annual written evaluation of each piece of equipment covered under this agreement to include the Cook County identification code, make, model, serial number, date of manufacture, expected useful life and overall operating condition. Written evaluation shall be in spreadsheet format

7. **Warranty:** The Contractor shall warranty all maintenance, repair service and parts furnished are to the highest quality, complying with manufacturer's specifications and free from defects resulting from the use of inferior materials, equipment or workmanship. The Contractor will be responsible for providing a warranty on all new and/or repair parts of ninety (90) days from the completion date of the service. If the spare part is covered by a standard manufacturer's warranty greater than ninety (90) days then the vendor must extend that coverage to Cook County Department.

SPECIFICATIONS

8. **Final Inspection of Work:** At the conclusion of the work, the Contractor shall demonstrate to the Cook County Department authorized representative that the work is fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work. The Contractor shall provide a list of parts being installed, and a copy of all warranties.

The Contractor shall provide, with each piece of equipment installed, an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

The Contractor shall promptly remove from the premises all work and/or materials or rubbish caused by his operations at all times under this contract. The Contractor shall leave the work area clean and free of materials, debris, and Contractor's equipment to the satisfaction of the authorized Cook County Department of Transportation and Highways authorized representative. The Contractor shall be responsible for removal and disposal of all debris and defective materials removed in performance of the service at the end of each work shift, and in strict accordance with all applicable regulations, codes, laws, and ordinances.

9. **Miscellaneous:** There shall be no apprentices or trainees performing maintenance or repair work without the supervision of a qualified trade person.

Inspections and maintenance functions shall be coordinated through the assigned Cook County Department of Transportation and Highways Building Maintenance Division Supervisor or his Designated Representative.

The Contractor shall be solely responsible for initiating, supervising and maintaining all needed safety precautions in connection with the work. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired or replaced at the Contractor's expense and to the complete satisfaction of the Cook County Department of Transportation and Highways authorized representative. In so doing, the Contractor shall comply with the applicable rules and regulations of all local, county, state and federal safety regulations over the safety of persons, property or the environment.

In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Contractor, without special instruction or authorization from the County, shall act, at his discretion, to prevent such threatened loss or injury.

Any equipment discovered to be inoperable and/or unsafe shall be conspicuously marked with a warning sign or tag suitable to notify the user of such condition prior to the workmen leaving the job site or job area for any reason. The Cook County Department authorized representative shall also be notified of such condition prior to the workmen leaving the job site or job area for any reason.

All maintenance or repair work will be to the highest standards of workmanship, in accordance with the industry. All work shall fully conform to all Local, State, County and Federal Safety Regulations.

SPECIFICATIONS

All HVAC service/repairs shall meet or exceed the standards associated with the American Society of Heating, Refrigeration, and Air Conditioning Engineers. All Electrical services/repairs shall meet or exceed the National Electrical Code Specifications and standards associated with Electrical Apparatus. All welding and fabrication service/repair shall meet or exceed standards associated with the American Welding Society.

The Contractor shall maintain a stocked service truck with materials, tools, ladders, and equipment, to provide Heating, Ventilation, and Air Conditioning (HVAC) services as described in these specifications.

The Contractor shall notify the Cook County Department of Transportation and Highways Building Maintenance Division Supervisor or his Designated Representative, immediately by telephone of any unexpected emergency, subsurface or latent physical condition found, along with the recommendations for repair.

D. METHOD OF BILLING

Billings for the cost of Routine Maintenance operations shown on invoices shall be for full monthly periods only, and shall not be prorated for shorter periods.

Separate invoices to the Maintenance Supervisor shall be submitted by the 25th of each month for routine maintenance done to the systems for work performed by the Contractor during the previous month, when the work is paid for on a per-month basis or is on a schedule requiring a monthly work accomplishment.

Separate invoices to the Engineer shall be submitted no later than thirty (30) calendar days after completion of the repair work. Each invoice shall show the date of authorization for the work.

Each invoice shall have a notarized certification by the Contractor to the effect that the work shown thereon has been complete in accordance with the provisions of the Contract and all applicable specifications.

The Building Maintenance Supervisor may withhold up to 100% of the total monthly routine maintenance payment for all Systems for the incomplete or otherwise unsatisfactory performance on any System, including but not limited to failure to respond to reported incidents in a timely manner, perform proper maintenance, complete authorized work, or document dispatch or response work activities in the time and/or manner specified herein.

After previously uncompleted or deficient work has been substantially completed to the satisfaction of the Maintenance Supervisor, the Contractor shall advise the Maintenance Supervisor in writing, requesting the release of funds previously withheld. The Maintenance Supervisor shall approve the release of funds previously withheld from the Contractor through an authorization letter.

SPECIFICATIONS**A. NEW EQUIPMENT**

The addition or deletion of any HVAC Equipment shall have no effect on the contract pricing for Maintenance Facilities Heating, Ventilation and Air Conditioning Routine Maintenance.

The Building Maintenance Supervisor shall notify the Contractor in writing when changes are made in any Maintenance District Heating, Ventilation or Air Conditioning (HVAC) systems. This notification shall give the following information:

- A description of the equipment unit or item added or removed.
- The location of the equipment, unit or item.
- Effective date of change.

ITEM NO. 1: MONTHLY MAINTENANCE OF THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEM**Routine Maintenance Check List and Schedule :**

The Contractor shall provide monthly inspection and routine maintenance as listed below and shall apply to the systems and equipment as described. The Contractor shall coordinate and schedule all routine maintenance work with the Cook County Department of Transportation and Highways Contract Manager or his representatives. This service shall include all labor and material items listed below or as required by the manufacturer, along with any ladders or lifts required to access the equipment. Routine Maintenance will be provided as stated or when requested by the Cook County Department of Transportation and Highways.

AIR HANDLING UNITS (AHU), ROOF TOP UNITS (RTU), AND AIR CONDITIONING UNITS (ACCU)

The items listed below shall be routine maintenance:

- **Filter Changes:** All Air Handling Unit (AHU's), Rooftop Units (RTU'S) and Air Conditioning Units (ACCU) shall receive a filter change every three (3) months to improve air quality and system efficiency. Select filters that provide the best filtration possible without compromising system performance. Non-disposal filters shall receive a wash every three (3) months.
- **Belt, sheave inspection and replacement:** Air Handling, Rooftop, and Air Conditioning Units shall receive a belt and sheave inspection and adjustment every three (3) months. If belts or sheaves show signs of wear and deteriorating they shall be replaced.
- **Lubrication:** All motor bearings and drive shaft bearings shall be lubricated once per year or as recommended by the manufacturer. Check alignment of motor and fan. Check fan blades for chips or cracks that may cause noise or vibration. Check fan blades for dirt buildup and clean as required.
- All control valves, step controllers, dampers, damper motors, damper linkage, thermostats, transmitters, safeties, blades and end switches shall be inspected every six (6) months (November, May) for proper operation.

SPECIFICATIONS

- **Coil cleaning:** All condenser and evaporator coils shall be cleaned at a minimum of once a year or as recommended by manufacturer. Clean coils; use detergent solution and warm water or as recommended by the manufacturer. Check condition of cooling and reheat coils. Use fin comb if needed to straighten fins. Inspect refrigerant system fittings and lines for leaks using a halogen detector or similar testing device (if applicable). Check refrigerant levels and recharge if needed. Recharging system shall be considered maintenance work.
- Inspect gas train and check for leaks quarterly.
- Inspect gas valves and controls quarterly.
- Visually inspect wiring quarterly and tighten electrical connections as needed.
- Clean heat exchangers as needed (where applicable).
- Perform pre-seasonal start up and check out of equipment.
- Check compressors for proper operation quarterly and charge as needed. Check compressor oil level, if needed. Compressor maintenance shall be completed as per manufacturer's recommendations. Record compressor amps and volts and provide a copy of the report to Cook County Department of Transportation and Highways Building Maintenance Division Supervisor or his Designated Representative.
- Keep condensate drain pans clean and free of corrosion and drain piping as required. If a drain piping is damaged it shall be repaired or replaced.
- Turn off the fan while replacing filters to keep debris out of the ducts. Clean filter area while fans are off. Make sure that filters are properly fitted to prevent air from bypassing the filter.
- The economizer must fully close the return air passage when admitting 100% outside air. Inspect and test operation of the economizer dampers quarterly.
- Inspect piping insulation and repair or replace annually.
- Inspect acoustic isolators quarterly, and repair or replace as needed.
- **Humidifier:** Drain and clean humidifier drip pan, if applicable. Remove corrosion as needed.
- Thoroughly inspect and clean annually the interior and exterior of furnace equipment as (blower motor, wheel, housing, burner, etc.). Repair or replace components as needed and recommended by manufacturer. Inspect for smooth ignition and proper flame color. Check the operation of limit devices or flame sensors. Replace parts as required by manufacturer's guidelines for proper operation. Test gas connections for leaks. AGA furnace heat exchanger leakage test should be performed annually.

SPECIFICATIONS

- During the Air Handling Rooftop, and Air Conditioning Unit operations, the Contractor shall check the action of controls, relays, switches, etc., to see that:
 - Compressor(s) run at proper settings.
 - Reheat coils activate properly.
 - Suction and discharge pressure are proper.
 - Discharge air temperature is set properly.
- Check and adjust vibration eliminators.
- Check cabinet for air leaks. Seal any leaks. Replace seals around access panels if necessary.
- Thoroughly inspect and clean interior and exterior of all Air Handling Equipment, remove panels if required.

WINDOW AIR CONDITIONING UNITS/WALL AIR CONDITIONING UNITS (WACU):

Service and Annual Inspection of the window/wall air conditioning units must be done by a contractor qualified in the installation and service of window/wall air conditioning unit equipment. The following shall be considered routine maintenance.

- Remove the outdoor air conditioner cover from the outside of the air conditioner.
- To thoroughly check out the unit, unplug it from the wall, remove the front access cover and remove the air conditioning unit from its mounting frame.
- Take the unit outside and vacuum out the condenser coils with a soft brush attachment. You can also hose off the coils from the inside out taking care not to get the electronics and motor wet.
- Check the condenser coil for bent cooling fins. To straighten the bent fins use a coil fin comb. Match the teeth count of the comb to the "fins per inch" of the coil. Then carefully draw the comb across the bent coil fins straightening them out in the process.
- Check the foam air filter for damage. If it is ripped or damaged, replace it. If it is dirty, wash the filter with dish soap and water, let dry and replace.
- Replace the unit back into its frame. Reinstall the front cover and plug the unit back in the wall.

SPECIFICATIONSGAS FIRED MAKE-UP AIR UNIT (GMAU)

All heating equipment should be serviced before each heating season to assure proper operation.

The following items may be required to have a more frequent service schedule based on the environment in which the unit is installed, and how long the equipment is operated.

- **Blower Assembly:** The blower assembly includes the fan bearings, drive sheaves, and drive belts.
- Belt tension should be rechecked shortly after the unit has been installed to check for belt stretching.
- Blower bearings should be checked and lubricated if the bearings are not of the permanently-lubricated type. On units provided with spider bearings, the bearings are permanently lubricated and should not require additional lubrication. Units provided with pillow block bearings are also supplied with permanent lubrication; however, see vendor's literature supplied with unit for lubrication recommendations. Bearings should be checked for any unusual wear and replaced if necessary. Also make sure bearings are secure.
- Drive sheaves should be checked at the same time the bearings are inspected. Check to make sure the pulleys are in alignment and are securely fastened to the blower and motor drive shafts.
- **Filters:** If the unit is supplied with a dirty filter switch and light, clean or replace the filters any time the dirty filter light comes on. Clean or replace if necessary. In dirty atmospheres, filter maintenance may be required more often.
- **Burners:** Generally, burners tend to be self-cleaning; however, if the unit is installed in a severely dirty environment, a periodic cleaning of the burner may be required.
- Depending on the size of the burner, it may not be practical to attempt to remove the burner from the unit for cleaning. Use the following steps to clean the burner.
 - Turn off all gas and power. Remove the pilot and ignitor assembly from the burner.
 - Break the gas union at the burner and isolate the burner piping from the manifold piping.
 - Seal the open end of the manifold piping with duct tape or other means to prevent dirt from entering the manifold pipe and/or gas controls.
 - Using a high-pressure air hose (40 to 80 PSI) flush the burner gas ports from the flame side of the burner.
 - Continue to flush the burner until all dust particles are removed.
 - After cleaning and re-assembly, use a soap/water solution to check for gas leaks in the piping.
 - Restore power and gas to the unit.

SPECIFICATIONS

- **Gas and Electric Controls:** Inspect for general cleanliness and tightness of electric and mechanical connections. Check Thermostats and controls for proper operation.

GAS FIRED UNIT HEATERS (GUH):

When providing annual maintenance for the gas unit heater, keep the unit free from dust, dirt, grease and foreign matter. All heating equipment should be serviced before each heating season to assure proper operations. The following items are routine maintenance and may be required to have more frequent service schedule based on the environment in which the unit is installed, and the frequency of the equipment operation.

- General inspection: All unit heaters shall receive a general inspection once a year in October. Check motor windings for cleanliness. If problems are noted, repair or replace parts as required.
- Check combustion air and exhaust vent piping.
- Clean unit casing, fan, diffuser, coil, and / or motor thoroughly, and clean and repaint any corrosion spots on casing. Check the burner port and pilot burner orifice, see manufacturer recommendation.
- The air shutters and main burner orifices. To check the air shutter and main burner orifices, see manufacturer recommendation.
- Examine all heaters and relay contacts for pitting or burning and replace if necessary. Check the operation of heater and safety controls. Check thermostats for proper operation.
- The heat exchanger. Clean tubes inside and out from the bottom with a stiff non-wire brush. The heat exchanger should be checked for cracks and discoloration of the tubes. If a crack is detected, the heat exchanger should be replaced before the unit is put back into service. Heat exchanger replacement shall be considered repair work.
- Inspect any control panel wiring to ensure that the insulation is intact and that all connections are tight.
- The gas valves and piping should be checked for general cleanliness and tightness. The gas controls should be checked to ensure that the unit is operating properly.
- Check the motor for lubrication if the motor is not permanently lubricated. Check fan wheel for free rotation, cracks, alignment and fit on motor shaft. Clean any dust, dirt or foreign matter from the fan blades. Tighten the fan guard, motor frame, and fan bolts.
- Check for leaks around pilot fittings and repair as required.
- Check for clogged pilot orifice or pilot line. Clean or replace.
- If pilot valve is found to be defected replace with same.
- If blockage found in the main burner orifice. Clean or replace orifice.

SPECIFICATIONS

- The blower assembly includes the bearings, drive sheaves and belts. Check unit for vibrations and unusual noises. Blower bearing should be checked and lubricated based on the blower manufacturer's recommendations. Bearings should also be checked for any unusual wear and replaced if needed. Inspect flame conditions and adjust as required. Belt tension should be rechecked shortly after the unit has been installed to check for belt stretching. After the initial start-up, monthly checks are to be performed.

GAS FURNACE UNIT (GFU):

The following items shall be done annually unless otherwise noted and considered routine maintenance. Heating portion of inspection shall be done in the fall and the air conditioning portion of inspection shall be done in the spring to assure proper operations.

- **Filter Change:** Where applicable, inspect and clean or replace air filters. Non-Disposal filters must be washed every three (3) months to improve air quality and system efficiency. Visually inspect the heat exchanger for cracks. A unit with a cracked heat exchanger should immediately be secured, "red-tagged" and replaced. Heat exchanger replacement shall be considered repair work.
- When unit is fired for operational checks, check for the presence of carbon monoxide at the point(s) of discharge of the heated air and heat exchanger.
- Observe the general conditions of the unit. Inspect main burner and pilot assembly.
- **Lubrication:** Inspect the blower fan motor(s). Lubricate the blower fan motor(s) as required by the manufacturer, if they are of the type that requires lubricating. Check alignment of blower and fan. Check fan blades for chips or cracks that may cause noise or vibration. Check fan blades for dirt buildup and clean as needed.
- Inspect fan blade surfaces and clean, if necessary. Where applicable, inspect condition of fan belt and replace if necessary. Also inspect fan belt for proper alignment and tightness.
- Inspect and clean furnaces burners and all safety controls as limit switch, pressure switch etc. Check thermostats and controls for proper operation.
- The gas valves and piping should be checked annually for general cleanliness and tightness. The gas control valve and gas valve regulator should be checked to ensure that the unit is operating properly.
- Inspect the venting system. Look for any obstructions or deterioration. Replace any rusted pipes.
- Where applicable, inspect combustion air supply openings to ensure that they are not closed or stopped up.
- Inspect the fuel supply system and gas control equipment for leaks and associated piping with a leak detector or bubble test.
- Inspect all electrical wiring and controls and verify proper operation of unit.
- Observe firing sequence and visually determine that the main flame is burning properly. Adjust the primary air as required.

SPECIFICATIONS

- **Interior AC/Coil:** Inspect as required by the manufacturer clean or replace AC/Coil on furnace as per manufacturer's requirements. Clean interior coils, drain pan and lines as required. Use detergent solution and warm water. Replacement of AC/coil will be considered repair work.
- **Exterior condensers and AC/Coil:** Inspect annually liquid and vapor lines for leaks. Repair or replace. Inspect vapor line insulation at the outdoor unit. Replace as required. Remove dirt from the outdoor coils or other parts of the unit. Replacement of condenser and/or AC/coil will be considered repair work.
- **Clean AC/Coils:** Use detergent solution and warm water. Inspect and clean outdoor fan for operation. Inspect interior and exterior couplings and tighten as required for vapor and liquid lines. Refrigerant levels shall be checked semi-annually. Replacement of AC/Coil will be considered repair work.
- Thoroughly inspect and clean once a year the interior and exterior of furnace equipment such as (blower motor and wheel, housing, burner, etc.). Inspect for smooth ignition and proper flame color. Check the operation of limit devices or flame sensors. Replace parts as required by manufacturer's guidelines for proper operation. Test gas connections for leaks. (AGA) American Gas Association furnace heat exchanger leakage test should be performed annually. Replacement of blower motor and wheel, housing, burner, compressor fan motor, AC/Coil etc. will be considered repair work
- **Humidifier:** Drain and clean humidifier drip pan, if applicable. Remove corrosion as needed.

STEAM/HOT WATER UNIT HEATERS / WATER UNIT HEATERS (WUH):

When providing annual maintenance for the unit heater, keep the unit free from dust, dirt, grease and foreign matter. All heating equipment should be serviced before each heating season to assure proper operations, and considered routine maintenance. The following items may be required to have more frequent service schedule based on the environment in which the unit is installed, and the frequency of the equipment operation.

- Clean condenser coil at least once a year; more often as conditions dictate. Commonly used cleaning methods are:
 - Loosen dirt by brushing fins on side where air enters condenser and then turn on fan to blow dirt from unit.
 - Use high pressure air hose to loosen dirt by blowing from side where air leaves condenser (side adjacent to louvers on blow-through units; side adjacent to fan on draw-through units).
 - Periodic internal flushing of the coils is recommended in areas where water supply is suspected of causing scale.
- The Contractor shall check all piping and pipe accessories for leaks, proper settings and operation at least once of year.
- Loosen dirt by brushing fins on side where air enters condenser and then turn on fan to blow dirt from unit.

SPECIFICATIONS

- Lubricate motor according to manufacturer's instructions located on the motor. When there's no motor oiling instructions on the motor, oil the motor every two thousand hours of operation with SAE20 motor oil for units in normal applications.
- Coils subjected to corrosive fumes should be checked and cleaned frequently. Good filter maintenance will minimize the frequency of coil cleaning.
- Clean air filters every three (3) months or sooner depending on dust conditions.
- The Contractor shall check all piping and pipe accessories for leaks, proper settings and operation at least once of year.
- Lubricate motor according to manufacturer's instructions located on the motor. When there's no motor oiling instructions on the motor, oil the motor every two thousand hours of operation with SAE20 motor oil for units in normal applications.
- Insure rapid continuous and adequate condensate drainage by checking traps for sticking. Clean strainers ahead of traps. (when traps don't work, condensate accumulates in unit heaters coil; water hammer results.)
- Tighten fan guard and motor bracket. Check fan for proper clearance, free rotation and firm connection to shaft
- Check Thermostats and controls for proper operation.

HEAT RECOVERY UNITS (HRU):

Complete overall visual inspection to be sure that all equipment is operating and the safety systems are in place. This is considered routine maintenance.

- All units must be inspected and cleaned, bearings and pivot points lubricated, and refrigeration system operation inspected quarterly and considered routine maintenance. The required services and recommended frequency for each are summarized in Munters/Des Champs Products Recommended Maintenance Schedule, SER-FOR-00015. The guideline presented there are the minimum recommendations.
- Units are typically supplied with filters for outside and return air (if so configured) entering the unit. Discard disposable filters and replace with new ones quarterly. Permanent synthetic or metallic filters must be washed and allowed to dry before reinstallation.
- Proper damper operation is critical for optimum unit performance. Damper linkages must be cleaned and lubricated regularly to prevent binding and possible subsequent damage to the actuator or damper. Clean damper pivot points and all linkages by spraying liberally with WD-40. Use the spray to wash away accumulations of dirt, debris, and salt. Spray again to provide a clean film of WD-40 to act as a lubricant.
- Clean the fins with either stream or a non-corrosive solvent and water hose to remove oil, pollen, dust, and soil. Do not use a direct high-pressure blast as damage to the coil may occur. Do not spray water into any compartment not equipped with a floor drain.

SPECIFICATIONS

- Each fan shaft is supported by ball bearings equipped with a grease fitting. Motors are typically provided with a fitting that requires replacement with a grease fitting. Use a hand-type grease gun only to lubricate any bearing. Use of a high-pressure gun will rupture the bearing seals.
- Fan Belts- Belts must be tight enough to prevent slippage while the fan is operating at full speed.
- Retighten the hardware (torque hardware according to the size and grade installed) to secure the motor in place and recheck belt tension and sheave alignment.
- Plate and heat pipes require minimal maintenance. Keeping the plates free from dirt and dust will ensure long life and proper operation.
- The interior of the unit and components should be inspected and cleaned on a regular basis.
- Check Thermostats and controls for proper operation.

AIR COMPRESSOR (AC) / AIR DRYER (AD):

Complete overall visual inspection to be sure that all equipment is operating and the safety systems are in place. This is considered routine maintenance.

- Clean or replace air filters if necessary quarterly.
- Clean external cooling fans quarterly.
- Manually operate safety valves and drain tank quarterly.
- Inspect oil for contamination and change if necessary, annually.
- Check belt tension, clean motor, and operate safety valves on receiver annually.
- Inspect for air leaks annually.
- Tighten or check all bolts and lubricate motor bearings annually.
- Inspect and clean compressor valves annually.
- Verify operation of low-level oil switch annually.
- Check all pressure and safety controls annually.
- Refrigerant Air Dryer Check refrigerant pressure and record. Record refrigerant temperature. Brush condenser and cover grille as required. Operated drain trap and bypass valves

SPECIFICATIONS**EXHAUST FANS AND SUPPLY AIR FANS (EF, SF) / WALL EXHAUST FAN (WEF) / SUPPLY RELIEF VENT (SRV):**

Complete overall visual inspection to be sure that all equipment is operating and that safety system are in place. This is considered routine maintenance

- Operate fans and motor operated dampers and listen for unusual noises and vibrations monthly.
- Check bearings and inspect V-belts for tension and alignment annually.
- Clean centrifugal wheel, inlet, and other moving parts annually.
- Lubricate shaft bearing pillow blocks and motor bearings annually.
- Check fan blades for proper rotation and clean when necessary annually.
- Verify all electrical connections are tight annually.
- Check controls quarterly.
- Replacement of components for Exhaust or Supply Fans shall be considered repair work.

HOT WATER / STEAM BOILERS (GFHWB, GFSB)

The Boiler should be inspected and started annually, at the beginning of the heating season, only by a qualified services technician, to assure that all the equipment is in safe efficient operation. The Boiler tune-up is the best method of improving efficiency. The primary objective of a tune-up is to achieve efficient combustion with a controlled amount of excess air, thus reducing the dry gas loss and the power consumption of forced and induced-draft fans. This is considered routine maintenance. Some required precautions are as follows:

- Maintenance responsibilities:
 - All maintenance activities shall be recorded in the boiler log and maintained by the owner/user on site for a minimum of five (5) years.
 - The boiler shall not be left unattended while any tests are being performed.
- On a monthly interval, boiler maintenance person shall:
 - Test the boiler(s) draft limit control (if so equipped) as recommended by the manufacturer.
 - Test flame detection devices. Check the device for electrical continuity and satisfactory current generation in accordance with the Manufacturer's instructions. Check the operation of the device in accordance with the Manufacturer's instruction and examine for damaged or worn parts.
 - Test high-pressure gas interlocks.

SPECIFICATIONS

- On semi-annual intervals (twice a year), boiler maintenance person shall:
 - Perform a slow drain test to verify the low water burner cutoff control is functioning properly. To conduct a "slow drain" test of the low water cut-off, turn the feedwater pump(s) off and slowly bottom drain the boiler or let it steam down, while observing the water level in the gage glass. Stand-by watching the water level in the gage glass to make sure the burner shuts down properly. The water cannot drop out of sight in the gage glass before the burner shuts down. If the water level does drop out of sight, restart the feed water pump immediately and shut the boiler down until the condition is corrected.
 - Test high pressure and/or high temperature controls verifying proper operation and lockout if appropriate.
 - Inspect burner components both visually during shutdown and during operation for proper function
- On annual intervals (once a year), boiler maintenance person shall:
 - **Test limit controls:** High limit steam pressure control shall be tested for proper operation and manual reset function. The boiler's controls must be adjusted to force the boiler pressure high enough to operate the high-pressure control. Then, without resetting the manual reset switch, return the controls to the desired operating pressure. The boiler should not restart until the manual reset is actuated.
 - Test the emergency disconnect switch (if so equipped) by actuating the switch and verifying the burners actual shutdown. Test the "roll-out switch, if the boiler is so equipped.
- **Test safety relief valve(s):**
 - Safety valves should only be lifted using the try lever with the boiler pressure at least 75% of the safety valves set pressure. The use of a pull cord is suggested rather than by directly pulling by hand because steam and or hot water quite often splatters and can cause serious injury
 - Another method of safety valve testing is to raise the operating pressure. As the boiler reaches the safety valves set pressure the valve should pop open, relieve the pressure and then the valve should re-set without intervention. The boiler's pressure must not exceed the safety valve set pressure by more than 3%.
 - Using a combustion analyzer, determine that the burner is tuned for complete and efficient combustion.
- **Waterside Cleaning:**
 - Shut off electrical and water supply to isolate the boiler from the system and then drain and flush the vessel. Remove all inspection clean-out caps and supply/return lines. Inspect interior surfaces to check for signs of corrosion or pitting.

SPECIFICATIONS

- If advanced corrosion is evident, remove the boiler from service and arrange for boiler pressure testing or replacement.
- Deposits or evidence of sludge must be cleaned and water treatment procedures set up immediately. High pressure water spray should be directed at any deposits are typically easier to remove while still warm and wet as long the boiler has drained and cooled enough for maintenance.
- Chemical agents may be used, but follow the manufacturer's instructions
- If the boiler is not to be returned to service soon, dry the inside with forced warm air and limit exposure to humidity.
- **Fireside Cleaning:**
 - Shut-off electrical and fuel supplies. Disconnect fuel supply and burner assembly. Remove fire door adaptor, boiler jacket top, and boiler top plate. Inspect surfaces including turbulators/spirals, interior of fire tubes, and firebox for evidence of soot. Clean and remove all soot from the fireside of the boiler including the fire tubes, which can be done using a powerful vacuum cleaner and brush.
 - If the spirals or the turbulators appear damaged then replace and have the burner inspected and readjusted. Inspect firebox refractory for cracks or deterioration. Repair with suitable refractory material if required, following the manufacturer's instructions. Inspect all sealing ribbons and rope and replace as required.
 - After cleaning the firesides and watersides of the boiler, do a thorough inspection, looking for corrosion, erosion, cracks or signs of leakage. Inspections must be both internal and external.
 - Perform the Manufacturer's recommended burner maintenance.
 - Inspect expansion tanks (if applicable) to ensure there is an air cushion on the tank. If the air cushion is being lost during the heating season, check sight glass gaskets and replace if necessary
 - Perform the Manufacturer's recommended maintenance on all circulating pumps. Check for signs of pump seal leakage, replace pump seals if necessary. Check for vibration when pumps are running and align couplings if needed to minimize vibration and wear. Check the gas, and or oil piping from source to burner to ensure it is supported properly and there are no leaks.
 - Perform a "hot refractory hold in" test on the flame detection system. With the boiler firing at a High demand, slowly turn the gas valve off. If the burner does not shut down either the flame scanner is defective or it is falsely detecting the hot refractory as a flame.
 - Replace vacuum tubes (if used), scanners, or flame rods in accordance with the manufacturer's recommendations.

SPECIFICATIONS

- Test the purge air switch. Verify the purge air switch makes and the boilers air dampers are full open during the boilers pre-ignition pre-purge cycle. The pre-purge timing must be sufficient to provide four changes of air in the firebox. Some older boilers are equipped with pre-purge timers and need to also be checked to ensure the boilers firebox is getting four changes of air before ignition.
- Test the low fire start interlock. Verify the low fire start switch is made prior to burner ignition. This switch should not be made at any point in the pre-purge cycle other than at the minimum gas/air position.
- Test rotary cup interlock in accordance with the Manufacturer's instructions.
- Review gages, thermometers and indicators for malfunction. Replace or have recalibrated if necessary.
- Test pilot and main gas fuel valves for leakage.
- For gas fired boilers, check drip leg and gas strainers.
- Replace safety relief valve(s) with either new or rebuilt safety. Safety relief valves can only be rebuilt by a company who has a Certificate of Authorization from the American Society of Mechanical Engineers to do so. You must keep all the paperwork that is supplied with either a new or rebuilt valve in the boiler room for the inspectors' review. Replacement of valve is considered repair work
- Inspect Low Water Controls. If replacement is required the Low Water Controls system is considered repair work.
- Check all associated Boiler Controls for proper operation. Testing setting here necessary to make certain the controls are in working order.

INFRARED HEATING SYSTEM (IHS)

Maintenance Checklist: Service and Annual Inspection of the heater must be done by a contractor qualified in the installation and service of gas-fired heating equipment. The following shall be considered routine maintenance:

- **Vehicles and Other Objects:**
 - Make sure nothing is lodged underneath the reflector, in between the tubes or in the decorative or protective grilles.
 - Immediately remove objects in violation of the clearances to combustibles.
- **Reflector:**
 - Make sure there is no dirt, sagging, cracking or distortion. Do not operate if there is sagging, cracking or distortion. Make sure reflectors are correctly overlapped. Clean outside surface with a damp cloth.
- **Vent Pipe:**
 - Venting must be intact. Using a flashlight, look for obstructions, cracks on the pipe, gaps in the sealed areas or corrosion. The area must be free of dirt and dust. Remove any carbon deposits or scale using a wire brush.

SPECIFICATIONS

- **Outside Air Inlet:**
 - Inlet must be intact. Look for obstructions, cracks on the pipe, gaps in the sealed areas or corrosion. The area must be free of dirt and dust. Clean and reinstall as required
- **Tubes:**
 - Make sure there are no cracks. Make sure tubes are connected and suspended securely. Make sure there is no dirt, sagging, bending or distortion. Clean or replace as required.
- **Combustion Chamber Window:**
 - Make sure it is clean and free of cracks or holes
- **Gas:**
 - Check for gas leaks.
 - Burner Head and Orifice Clear of obstructions (even spider webs will cause problems).
 - Carefully remove any dust and debris from the burner.
- **Electrode:**
 - Replace if there are cracked ceramics, excessive carbon residue, or erosion of the electrode.
 - The electrode gap should be 1/8" (3 mm).
- **Ceiling Protective Grille:**
 - The grille must be securely attached.
- **Pump:**
 - With pump operating, check for excessive vibration or noise. Vibration is usually a sign that the impeller is out of balance. Turn off the system, insure power is shut off and remove the inlet plate. Check the shaft seal and replace it if worn or missing.
- **With the Power Off:**
 - Check the inlet and outlet of the pump for blockage or excessive soot and clean as necessary.
 - Check boots for cracking or deterioration and replace if necessary. If a condensate drain is installed, check the condition of the drain and the non return valve attached.
 - Check the condition of the motor anti vibration mounts. Lift the motor from the rear; look for breaks in the rubber and replace if necessary. Check the condition and operation of the pressure switch.

SPECIFICATIONS

- **Filter Changes:**

- Filters shall be changed annually to improve system efficiency. Select filters that provide the best filtration possible without compromising system performance

HIGH INTENSITY GAS INFRARED HEATERS (IUH)

The following shall be done annually and considered routine maintenance:

- **Main Burner:**

- Gently use an air hose to blow any accumulated dust and/or dirt off the heater.
- Air hose pressure must not exceed 30 psig.
- Gently pass the air hose over the entire exposed area of the ceramic. A distance of 2' to 4' from the unit is recommended. Contractor shall not blowing out the gasket material, as this may permanently damage the ray head.
- Gently place the air hose outlet into each venturi tube and allow the air to flow for approximately one minute. If there are any signs of burner malfunction, replace if necessary.

- **Pilot Burner:**

- Remove pilot access door.
- Use an air hose and gently blow the pilot burner free of dust or debris

- **Gas Supply:**

- Periodically inspect the gas supply for signs of corrosion or failure. Replace if necessary.
- Use protective glasses when cleaning the heater. Disconnect power to heater before servicing.
- Do not operate unit if repairs are necessary. Do not operate unit showing any signs of burner malfunction.

- **Avoid Equipment Failure:**

- Do not blow out heating elements with high pressure air.

- **Filter Changes**

- Filters shall be changed annually to improve system efficiency. Contractor shall use filters that provide the best filtration possible without compromising system performance.

SPECIFICATIONS**CABINET UNIT HEATER – ELECTRIC- CEILING OR WALL MOUNTED (CECUH)/ WALL ELECTRIC CABINET UNIT HEATER (WECUH):**

When providing annual maintenance for the cabinet unit heater, keep the unit free from dust, dirt, grease and foreign matter.

- All heating equipment should be serviced before each heating season to assure proper operations. The following items may be required to have more frequent service schedule based on the environment in which the unit is installed, and the frequency of the equipment operation.
- All internal controllers, thermostats, and switches shall be inspected.
- The heating element should be checked annually, more often in areas where air is heavily sooted or dust laden. To clean the heating element, remove the louver frame. Using steel wool or similar material, carefully clean all dust and dirt from the heating element fins. Using an air hose or brush, clean the inside of the cabinet, especially the bottom and sides where dirt and dust might accumulate. This shall be considered routine maintenance.
- Check Thermostats and controls for proper operation.

UNIT VENTILATOR- ELECTRIC

Routine maintenance shall include, but not limited to the following procedures:

- Inspect the filters monthly; filters shall be replaced semi-annually as required.
- Inspect and clean the drain pans if required.
- Check the coils for "dirt" accumulation every three to six months.
- Clean the coil(s) at least once each year.
- Inspect the unit ventilator insulation every three months; thoroughly clean as needed.
- Check Thermostats and controls for proper operation.

MOTORIZED DAMPERS (MD):

Routine maintenance shall include, but not limited to the following procedures:

- Foreign Matter: All dirt and grime shall be cleaned from the ampersurfaces to prevent hindrance to airflow.
- Moving Parts: Contractor shall ensure that parts such as linkage, bearings, blades, etc. that are moving freely by lubricating these components. Contractor shall only use a moli-spray oil or similar graphite based oil to lubricate the dampers.
- Bearings: Synthetic, oil impregnated, and ball bearings (without grease fittings) do not require lubrication. Contractor shall minimally grease ball bearings with grease fittings.
- Closure: Contractor shall remove foreign materials that may be interfere with blade closure.

SPECIFICATIONS

- Operation: Contractor shall operate the damper through its full cycle, and check to verify the blades open and close properly. Contractor shall check for loose linkage, especially at the actuator and tighten the linkage where required.
- Pneumatic actuators: Contractor shall make sure the air stream is clean and dry to a dew point of minus 40 degrees F.
- Contractor shall periodically drain drip legs, filters or system moisture traps.
- Contractor shall ensure actuator limits are set properly to prevent over torque at the end of travel.
- Contractor shall ensure the supplied heaters are operable and replace if necessary.
- Contractor shall inspect actuators internally, and dry any noticeable moisture and lubricate according to manufacturer's specifications. Contractor shall tighten terminals and wire connections when necessary.

ITEM NO. 2: QUARTERLY MAINTENANCE OF THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEM

Contractor shall provide quarterly maintenance and tune up services at the five Highway facilities. The quarterly tune-up services are to be performed in December/January, March/April, June/July and September/October.

Quarterly tune up shall include the inspection and cleaning of any condensation drain, brushing of coils, oiling of motor as needed, checking refrigerant pressures, checking performance of heating and cooling cycles, checking of electrical connections and belts, taking voltage and amperage reading. Belts/filters servicing shall include replacement of defective belts and disposable filters with new belts and quality air filters.

Pre-summer startup of HVAC system (A/C) shall be done to coincide with the March/April quarterly maintenance tune up and belts/filters services.

Pre-winter startup of HVAC system (furnaces, and heaters) shall be done to coincide with the September/October quarterly maintenance tune up and belts/filter services.

Annual washing of all HVAC units (coils, etc.) shall be done during the scheduled during the March/April quarterly tune up and belts/filter servicing. Only non-toxic environmentally safe and HVAC manufacturer approved solvents or solution shall be used for washing.

ITEM NO. 3: REGULAR REPAIR LABOR RATE FOR THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

This work shall be paid at the contract unit price per hour for repairs to the HVAC equipment and shall be performed between the hours of 7:00 AM. and 3:30 PM, Monday through Friday, except during posted summer hours. The Contractor shall respond to all service calls within four (4) hours after notification by the Equipment and Building Division Maintenance Supervisor regardless of weather conditions (snow, ice, etc.) following a determination by him for the need of repair. All materials needed for the repairs shall be paid at the Contractor's cost plus/minus the mark-up/discount indicated under Item No. 5 of the proposal. This item shall include all benefits and transportation for the person.

SPECIFICATIONS**ITEM NO. 4: PREMIUM REPAIR LABOR RATE FOR THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS**

This work shall be paid at the contract unit price per hour for emergency repairs to the HVAC equipment and shall be performed on a twenty-four hour, seven day a week schedule, including holidays. The Contractor shall respond to all service calls within two (2) hours after notification by the Equipment and Building Division Maintenance Supervisor regardless of weather conditions (snow, ice, etc.) following a determination by him for the need of repair. All materials needed for the upgrade shall be paid at the Contractor's cost plus/minus the mark-up/discount indicated under Item No. of the proposal. This item shall include all benefits and transportation for the person.

ITEM NO. 5: PARTS NOT COVERED IN ITEMS 1 AND 2

The Highway Department may require the Contractor to provide repair work not covered by Item Nos. 1 and 2, and furnish the materials & parts required for the repairs. Authorization for the work shall be given by the Highway authorized representative in writing. The Department reserves the right to furnish any or all of the materials or parts necessary for this repair work, in which case no charge for items furnished by the Highway Department shall be made by the Contractor.

When the Contractor is authorized to furnish both parts and labor, invoices shall show the entire cost of each item plus freight charges and mark-up/discount as shown in Item No. 5 allowed for material costs.

All work to be performed under this item shall be issued an authorization number from the Highway Department, which is to be indicated on the billing.

The County reserves the right to recommend a different supplier should it determine that the parts offered and/or the price quoted by the Contractor are not in the best interest of the County.

All parts and materials used shall be of the same design, quantity and quality as presently used on the equipment listed herein. All electrical components shall be purchased from the original manufacturer of the equipment or supplier. The Highway Department shall first approve any change in design, quantity, or quality of the parts and materials in writing prior to purchase by Contractor.

The Contractor shall return all replaced parts to the Highway Department.

ITEM NO. 6: REMOVAL OF EXISTING EXHAUST FANS AND INSTALLATION OF NEW EXHAUST FANS

Contractor shall be responsible for the removal of existing exhaust fans and for the installation of new exhaust fans at Building B at the Cook County Department of Transportation and Highways District No. 2, 2101 Ballard Road, Des Plaines, IL 60016.

Contractor shall provide all supervision, labor, tools, equipment, hardware, and wiring materials required for the successful installation of the exhaust fans. Contractor shall provide transportation, erection, construction, unloading, inspection, inventory, and return of spare or unused material. Contractor will be responsible for obtaining any and all necessary city, county, municipal or state work building permits required for the job, at the Contractor's expense.

Contractor shall be responsible for, and repair any damage to the building due to negligence of its workers, and report to the Highway Department any such damage to the building, which may exist or may occur during the occupancy of the premises.

SPECIFICATIONS

Any and all installation of wires, cable, and associated hardware shall be in accordance with the manufacturer's specifications.

Contractor shall conduct tests and inspections in the presence of the designated Highway personnel after installation has been completed in order that the department may be assured that the requirements for the installation are met.

Contractor shall promptly notify the designated Highway personnel of the completion of the project or such portion thereof that is ready for inspection.

Upon completion of the work each day, Contractor shall remove all tools, equipment, rubbish and debris from the premises and leave the premises clean and neat.

The Contractor shall describe the appropriate product warranty periods, conditions, and services.

NEW ROOF EXHAUSTERS:

Roof mounted exhaust fans shall be of the centrifugal or propeller type. Drives shall be direct or belt driven as shown on the schedule.

Construction shall be of heavy gauge aluminum mounted on a rigid support structure which affords a minimal resistance to air flow and noise generation. The shroud shall have a rolled bead and internal structural members for added strength. The centrifugal wheels shall be of the aluminum backward curved type with inlet venturi for maximum performance. The propeller fans shall be designed for high efficiency and minimum noise. Motors and centrifugal wheels shall be mounted on vibration isolators.

Fans shall be as manufactured by Penn Barry, or an approved equal.

All motors located in the air stream shall be totally enclosed fan cooled. Others may be open drip proof construction.

For each roof exhaust fan provide disconnect switches mounted in a weatherproof housing.

Roof curbs: Contractor shall use existing roof curbs.

Wheels and Hub shall be of welded construction to ensure dependability. Blades are curved for improved air performance while increasing their strength and rigidity. Wheel assembly shall be robotically welded to provide extremely durable and consistent performance.

All motor driven equipment to be provided with starter and disconnect switches.

Accessories: Aluminum Bird Screen, Epoxy-Gray, Gravity Backdraft Damper, NEMA 3R – Disconnect and NEMA 3R Internal Wiring

Product Line:	Domex
Model No.	JB48
Drive:	Belt
Motor:	7.5 HP, 480/3/60
RPM:	376
CFM:	24757
SP:	0.25
NC:	65

SPECIFICATIONS**ITEM NO. 7-11: DUCTWORK CLEANING**

The scope of work for this project will include cleaning of all HVAC ductwork and accessories at the Highway districts. **This cleaning is to be done one-time during the term of the contract.** All ductwork cleaning is to be performed after normal business hours of 7:00 a.m. to 3:30 p.m., Monday through Friday. Work may be performed on weekends. The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

The HVAC system includes any interior surface of the Cook County Department of Transportation and Highways Maintenance Facilities air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system on the rooftop to the points where the air is discharged from the system in the offices and other interior space. The return air grilles, return air ducts to the air handling units interior surfaces of all AHU's, coil compartment, condensate drain pans, humidifiers and, supply air ducts, fans, fan housing, fan blades, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

Assign a staff person certified as an Air Systems Cleaning Specialist (ASCS) by National Air Duct Cleaning Association (NADCA), who has maintained an equivalent certification by a nationally recognized program or organization, as Project Manager responsible for the work herein specified.

HVAC SYSTEM COMPONENT INSPECTIONS:

Prior to the commencement of any cleaning work, Contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected. The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented

Damaged system components found during the inspection shall be documented and brought to the attention of the Cook County Department of Transportation and Highways Representative.

GENERAL HVAC SYSTEM CLEANING REQUIREMENTS

- **Containment:** Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.
- **Particulate Collection:** Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

SPECIFICATIONS

- **Controlling Odors:** Contractor shall employ measures to control odors and/or mist vapors during the cleaning process.
- **Component Cleaning:** Contractor shall employ cleaning methods such that all HVAC system components must be visibly clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.
- **Air-Volume Control Devices:** Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.
- **Service Openings:** Contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.
 - Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
 - Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
 - Closures must not significantly hinder, restrict, or alter the airflow within the system.
 - Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
 - Openings must not compromise the structural integrity of the system.
 - Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable National Fire Protection Association (NFPA), Sheet Metal Air Conditioning Contractors National Association (SMACNA) and National Air HVAC Air Duct Cleaning Association (NADCA) Standards.
 - Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
 - All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the Cook County Department of Transportation and Highways Representative in project report documents.
- **Ceiling Tile Sections:** Contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.
- **Air distribution devices (registers, grilles & diffusers):** Contractor shall clean all air distribution devices.

SPECIFICATIONS

- **Air handling units, terminal units (Variable Air Volume (VAV), Dual duct boxes, etc.), blowers and exhaust fans:** Contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed in accordance with National Air HVAC Air Duct Cleaning Association Standards.
- **Duct Systems:** Contractor shall create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.

Location	Building	Roof Top Units	Furnaces (GFU)
District No. 1	A & C	1	2
District No. 2	A	4	
District No. 3	A & B	4	2
District No. 4	A & C	4	
District No. 5	A	4	

ITEM NO. 12: LIFT FOR EQUIPMENT REPAIRS

On the occasions where repairs are required to equipment that cannot be reached with a ladder, and the Contractor requires a lift to access the equipment, the Contractor shall provide a lift to access the equipment to be repaired. Contractor shall provide a daily rental price for this lift, and shall charge the County only for days when this lift is on County premises.

SITE INSPECTION

This is to verify that I have, this date, attended a Site Inspection as required by the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

Jimmy Shady
NAME (SIGNATURE)

Care Mechanical, Inc.
COMPANY

Project Manager
OFFICIAL CAPACITY

(773) 267-6300
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 1
2325 MEACHAM ROAD
SCHAUMBURG, IL 60196

INSPECTION CONFIRMED BY: K. Casey
(SIGNATURE)

KEVIN CASEY
(PRINT NAME)

DATE: 1/24/13

SITE INSPECTION

This is to verify that I have, this date, attended a Site Inspection as required by the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

Jerry Shady
NAME (SIGNATURE)

Core Mechanical, Inc.
COMPANY

Project Manager
OFFICIAL CAPACITY

(773) 267-6300
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 2
2101 BALLARD ROAD
DES PLAINES, IL 60016

INSPECTION CONFIRMED BY: K. Casey
(SIGNATURE)

KEVIN CASEY
(PRINT NAME)

DATE: 1/24/13

SITE INSPECTION

This is to verify that I have, this date, attended a Site Inspection as required by the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

Jerry Strahay
NAME (SIGNATURE)

Coke Mechanical, Inc.
COMPANY

Project Manager
OFFICIAL CAPACITY

(773) 267-6300
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 3
901 EAST 26TH STREET
LAGRANGE PARK, IL 60525

INSPECTION CONFIRMED BY: K. Casey
(SIGNATURE)

KEVIN CASEY
(PRINT NAME)

DATE: 4/24/13

SITE INSPECTION

This is to verify that I have, this date, attended a Site Inspection as required by the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

Jerry Streeby
NAME (SIGNATURE)

Core Mechanical, Inc.
COMPANY

Project Manager
OFFICIAL CAPACITY

(773) 267-6300
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 4
135TH STREET AND 89TH AVENUE
ORLAND PARK, IL 60462

INSPECTION CONFIRMED BY: K. Casey
(SIGNATURE)

KEVIN CASEY
(PRINT NAME)

DATE: 1/24/13

SITE INSPECTION

This is to verify that I have, this date, attended a Site Inspection as required by the above numbered contract.

I have contacted the person named in the contract or their assignee and am satisfied with the conditions as specified at all these locations.

Any unforeseen conditions not specified in the contract and as found by my Site Inspection are shown on the front of this form and/or attached sheets.

Jerry Shockey
NAME (SIGNATURE)

Core Mechanical, Inc.
COMPANY

Project Manager
OFFICIAL CAPACITY

(773) 267-6300
TELEPHONE NUMBER (Area Code)

COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS DISTRICT NO. 5
13600 S. ASHLAND AVENUE
RIVERDALE, IL 60408

INSPECTION CONFIRMED BY: K. Casey
(SIGNATURE)

KEVIN CASEY
(PRINT NAME)

DATE: 1/24/13

PROPOSAL

The undersigned declares that they have carefully examined the Proposal Form, General and Special Conditions and Specifications identified as CONTRACT NO. 12-53-364 for the HVAC MAINTENANCE & REPAIR for the COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	MONTH	24	MONTHLY ROUTINE MAINTENANCE FOR ALL HVAC EQUIPMENT AT THE FIVE (5) DISTRICTS, AS PER SPECIFICATIONS HEREIN. \$ <u>3,499.00</u> /MO. \$ <u>83,976.00</u> /TOTAL
2.	QUARTER	8	QUARTERLY MAINTENANCE, TUNE -UP AND START-UP FOR ALL HVAC EQUIPMENT AT THE FIVE (5) DISTRICTS, AS PER SPECIFICATIONS HEREIN. \$ <u>7,349.00</u> /QTR. \$ <u>58,792.00</u> /TOTAL
3.	HOUR	320	REGULAR REPAIR SERVICES FOR HVAC EQUIPMENT AT THE FIVE (5) DISTRICTS, AS PER SPECIFICATIONS HEREIN \$ <u>80.00</u> /HR \$ <u>25,600.00</u> /TOTAL
4.	HOUR	160	EMERGENCY REPAIR SERVICES FOR HVAC EQUIPMENT AT THE FIVE (5) DISTRICTS, AS PER SPECIFICATIONS HEREIN \$ <u>80.00</u> /HR \$ <u>12,800.00</u> /TOTAL
5.	\$60,000.00		PARTS NOT COVERED IN ITEMS 1 AND 2, TO BE BILLED AT CONTRACTOR'S ACTUAL COST PLUS MARK-UP/DISCOUNT INDICATED IN THIS BID. (COST OF PARTS, ETC. FIXED AT \$60,000.00).

(4,200)

\$60,000.00	+/-	\$ <u>7%</u>	%	=	\$ <u>64,200.00</u>	TOTAL
CONTRACTOR'S ACTUAL COST		CONTRACTOR'S MARK-UP/DISCOUNT				

PROPOSAL

6.	JOB	3	REMOVAL AND REPLACEMENT OF EXHAUST FANS AT THE FIFTH DISTRICTS MAINTENANCE FACILITY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>6,124.⁰⁰</u> /JB.
			\$ <u>18,372.⁰⁰</u> /TOTAL
7.	JOB	1	ONE-TIME DUCTWORK CLEANING AT DISTRICT ONE MAINTENANCE FACILITY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>5,785.⁰⁰</u> /JB.
			\$ <u>5,785.⁰⁰</u> /TOTAL
8.	JOB	1	ONE-TIME DUCTWORK CLEANING AT DISTRICT TWO MAINTENANCE FACILITY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>12,965.⁰⁰</u> /JB.
			\$ <u>12,965.⁰⁰</u> /TOTAL
9.	JOB	1	ONE-TIME DUCTWORK CLEANING AT DISTRICT THREE MAINTENANCE FACILITY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>12,970.⁰⁰</u> /JB.
			\$ <u>12,970.⁰⁰</u> /TOTAL
10.	JOB	1	ONE-TIME DUCTWORK CLEANING AT DISTRICT FOUR MAINTENANCE FACILITY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>10,555.⁰⁰</u> /JB.
			\$ <u>10,555.⁰⁰</u> /TOTAL
11.	JOB	1	ONE-TIME DUCTWORK CLEANING AT DISTRICT FIVE MAINTENANCE FACILITY, AS PER SPECIFICATIONS HEREIN.
			\$ <u>16,405.⁰⁰</u> /JB.
			\$ <u>16,405.⁰⁰</u> /TOTAL

PROPOSAL

6. DAY 15

DAILY RENTAL FEE FOR LIFT, TO PROVIDE REPAIRS AT THE FIVE DISTRICT MAINTENANCE FACILITIES, AS PER SPECIFICATIONS HEREIN.

\$ 350.⁰⁰ DAY

\$ 5,250.⁰⁰ /TOTAL

GRAND TOTAL: \$ 327,670.⁰⁰

DELIVERY DATE: Maintenance to commence per specs - As soon as possible
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

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

- Addendum No. 1 Date: February 1, 2013
- Addendum No. 2 Date: February 8, 2013
- Addendum No. _____ Date: _____
- Addendum No. _____ Date: _____
- Addendum No. _____ Date: _____

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

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

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

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

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

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

"Lobbyist" means any person or entity who lobbies.

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

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

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

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: Trinity Technology Services
 Address: 539 West Taft Drive South Holland, IL 60473
 E-mail: gkimmison@trinitytechservices.com
 Contact Person: George Kimmison Phone: (708) 207-7157
 Dollar Amount Participation: \$ 65,534.⁰⁰
 Percent Amount of Participation: 20% %

*Letter of Intent attached? Yes No
 *Letter of Certification attached? Yes No

MBE/WBE Firm: All Chicago, Inc.
 Address: 4100 W. Belmont Avenue Chicago, IL 60641
 E-mail: nick@allchicagoinc.com
 Contact Person: Nick Khan Phone: (773) 777-4141
 Dollar Amount Participation: \$ 33,305.⁰⁰
 Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes No
 *Letter of Certification attached? Yes No

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

- ii. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: Central States Mfg. Sales DBA: Argo Summit
Address: 5539 S. Archer Road Summit, IL 60501
E-mail: nadine@argosummitupply.com
Contact Person: Nadine Schweitzer Phone: (708) 458-5850
Dollar Amount Participation: \$ 32,767.⁰⁰
Percent Amount of Participation: 10% %

*Letter of Intent attached? Yes No _____
*Letter of Certification attached? Yes No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal **must** be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

TRINITY TECHNOLOGY SERVICES
539 W. TAFT DR
South Holland IL 60473
708-207-7157 708-516-1000
GKINNISON@TRINITYTECHSERVICES.COM

COOK COUNTY GOVERNMENT
MAY 14, 2013
134243734
GEORGE N. KINNISON
12-53-364

X

X

HVAC MAINTENANCE/DUCT CLEANING

Dollar Amount Percentage Terms of Payment

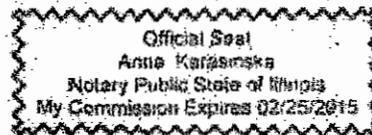
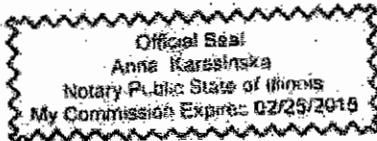
\$65,534 - sixty five thousand five hundred thirty four
Net 30 Days

George N. Kinnison
GEORGE N. KINNISON
TRINITY TECHNOLOGY SERVICES
3.26.13

Jesse Richardson
Jesse Richardson
Core Mechanical, Inc.
3.26.13

26th March 13
Anna Karasinska

26th March 13
Anna Karasinska



THE BOARD OF COMMISSIONERS

TOMI PRACKWINKLE

PRESIDENT

SANDY COLLINS	14 Dist.	FRED R. SILVERSTEIN	95 Dist.
ROBERT STALL	2nd Dist.	BRUCE HANSEN	107 Dist.
JERRY BOYLE	3rd Dist.	JOHN S. DALY	118 Dist.
WILLIAM M. BEASLEY	4th Dist.	JOHN A. CONWAY	120 Dist.
DEBORAH CLARK	5th Dist.	LEONARD J. WINDCHY	121 Dist.
JOHN FERRACIA	6th Dist.	ROBERT J. COLEMAN	122 Dist.
JAMES O. EDWARDS	7th Dist.	MICHAEL D. SCHLESER	123 Dist.
EDITH KYLE	8th Dist.	ROBERT A. SPRENGER	124 Dist.



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 103J
Chicago, Illinois 60602-1104
TEL (312) 603-5502
FAX (312) 603-4547

May 14, 2012

Mr. George Kinnison
President
Trinity Technology Services, Inc.
530 West Taft Drive
South Holland, IL 60479

Dear Mr. Kinnison:

Congratulations. We are pleased to inform you that Trinity Technology Services, Inc. will maintain its certification as an MBE (6) by Cook County Government. This MBE (6) Certification must be revalidated annually.

Please use the enclosed Certificate of Certification as validation of your Cook County MBE status and area of specialty.

As a condition of continued Certification during this three (3) year period, you must file a "No-Change Affidavit" within sixty (60) business days prior to the date of annual expiration. A processing fee of \$50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Your firm's participation on Cook County contracts will be credited toward MBE (6) goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward MBE (6) goals will only be recognized for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall
Director

LH/fahw

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Small Business Enterprise

has been met by

Trinity Technology Services, Inc.

Construction: Low Voltage Installation & Testing; Fire Detection & Security Systems & Maintenance; HVAC and Temperature Control Systems Maintenance & General Labor

Issued Date: May 14, 2012

No Change Affidavit Due: May 14, 2013

NIGP Code(s): 91082 & 91450

Ethnicity Code: 6

County: Cook

Spencer Shell
LaVerne Hall

Contract Compliance Director

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

MWBE Firm All Chicago Inc. Certifying Agency County of Cook
Central Management Services
 Address 4100 W. Belmont Ave Certification Expiration Date 10/01/03
 City/State Chicago, IL 60641 FEIN # 36-3910954
 Phone (713) 777-4141 Fax (713) 286-4600 Contact Person Nick Khan
 Email nick@allchicagoinc.com Contract # 12-53-364

Participation: Direct Indirect

Will the MWBE firm be subcontracting any or the performance of this contract to another firm?

No Yes - Please attach explanation: Proposed Subcontractor _____

The undersigned MWBE is prepared to provide the following Commodities Services for the above named Project Contract

HVAC Maintenance

Specify the Dollar Amount, or Percentage, and the Terms of Payment for the above described Commodities Services

\$ 33,305 - Thirty three thousand, three hundred - five
Net 30 Days

If more space is needed to fully describe MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditional upon the Supplier/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all items under Description of Service/ Supply and Fees/Cost were complete.

Sitara Khan
Signature (MWBE)

SITARA KHAN
Print Name

ALL CHICAGO INC
Firm Name

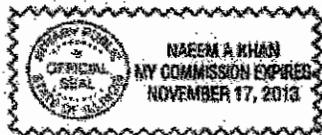
3/26/2013
Date

Subscribed and sworn before me

on 26th day of MARCH 2013

Notary Public Naeem Khan

SEAL



Jesse Richardson
Signature (Prime Subcontractor)

Jesse Richardson
Print Name

Core Mechanical, Inc.
Firm Name

3/26/13
Date

Subscribed and sworn before me

on 26th day of March 2013

Notary Public Anna Kerasinska

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 19 2012

Naeem Khan
All Chicago, Inc.
4100 W Belmont Ave.
Chicago, Illinois 60641

Annual Certificate Expires: October 1, 2013

Dear Mr. Khan:

We are pleased to inform you that All Chicago, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until October 1, 2017; however your firm's certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by October 1, 2013. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by August 1, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

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

NOV 10 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000 or both.

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

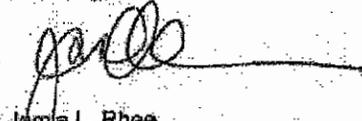
NAICS Code - 236220 - Heating, ventilation and air-conditioning (HVAC) contractors

NAICS Code - 811412 - Appliance, household-type, repair and maintenance services without retailing new appliances

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

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



**COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE**

Sethon Childs	1 st Dist.	Blaise Carter	10 th Dist.
Robert Smith	2 nd Dist.	John P. Daley	11 th Dist.
John Baker	3 rd Dist.	John A. Ramirez	12 th Dist.
William M. Johnson	4 th Dist.	Louise S. Sullivan	13 th Dist.
Debra L. Sims	5 th Dist.	Gregg Goslin	14 th Dist.
Jean P. Murphy	6 th Dist.	Timothy D. Schneider	15 th Dist.
Alfred G. Carter	7 th Dist.	Allyson S. Foshier	16 th Dist.
Ernie Ryan	8 th Dist.	Elizabeth Ann Brady Connor	17 th Dist.
Paul M. Egan	9 th Dist.		

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1309
TEL: (312) 603-3502

January 25, 2013

Ms. Sitara Khan, President
All Chicago Inc.
4100 West Belmont Avenue
Chicago, IL 60641

Annual Certification Expires: January 25, 2014

Dear Ms. Khan:

Congratulations on your continued eligibility for Certification as a MBE by Cook County Government. This annual MBE Certification is valid until January 25, 2014.

As a condition of continued Certification during the three (3) year term, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of annual expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

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

Construction; General Contractor; HVAC

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

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Program.

Sincerely,

Paulette Brooks

Interim Contract Compliance Director
PB/ek



COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

Central States Mfg. Sales
MWBE Firm: DBA: Argo Summit Supply
Address: 5534 S. Archer Rd.
City/State: Summit, IL 29 60501
Phone: (708) 458-5850 Fax: (708) 458-5884
Email: madine@argosummit-supply.com

City of Chicago
Certifying Agency: City of Chicago
Certification Expiration Date: 7-1-13
FEIN #: 96-0585470
Contact Person: Nadine Schweitzer
Contract #: 12-53-364

Participation: Direct Indirect

Will the MWBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned MWBE is prepared to provide the following Commodities/Services for the above named Project/Contract:
Heating, Ventilation - Air Conditioning (HVAC) maintenance - Repair
Cook County Department of Transportation - Highways
contract # 12-53-364

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above described Commodities/Services:
\$32,267. Thirty two thousand seven hundred sixty seven
Net 30 Days

(If more space is needed to fully describe the MWBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

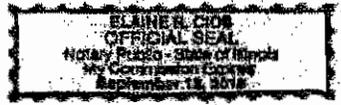
THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all items under Department of General Supply and Fuel/Coal were completed.

Nadine Schweitzer
Signature (MWBE)
Nadine Schweitzer
Print Name
Central States Mfg. Sales
DBA: Argo Summit Supply Co
Firm Name
3-26-13
Date

Jesse Richardson
Signature (Prime Bidder/Proposer)
Jesse Richardson
Print Name
Core Mechanical, Inc.
Firm Name
3-26-13
Date

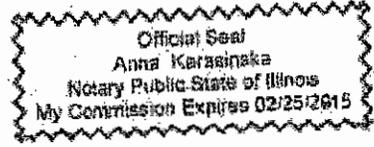
Subscribed and sworn before me
this 26th day of March, 2013
Notary Public: [Signature]

SEAL



Subscribed and sworn before me
this 26th day of March, 2013
Notary Public: [Signature]

SEAL





DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

AUG 28 2012

Nadine Schweitzer
Central States Manufacturing & Sales Corporation
5539 S Archer Rd.
Summit, IL 60501

Annual Certificate Expires: July 1, 2013

Dear Ms. Schweitzer:

We are pleased to inform you that Central States Manufacturing & Sales Corporation has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until July 1, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by July 1, 2013. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your No-Change Affidavit by May 1, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a Woman Business Enterprise (WBE) if you fail to:

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

Page 2 of 2
Central States Manufacturing & Sales Corporation

AUG 28 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a women-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

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

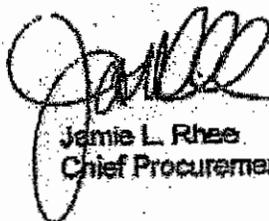
REVISED

- NAICS Code - 423710 - Hardware Merchant Wholesalers
- NAICS Code - 423720 - Heating equipment, hot water, merchant wholesalers
- NAICS Code - 423720 - Plumbing equipment merchant wholesalers
- NAICS Code - 423730 - Warm Air Heating and Air Conditioning Equipment and Supplies Merchant Wholesalers
- NAICS Code - 423740 - Refrigeration Equipment and Supplies Merchant Wholesalers
- NAICS Code - 423830 - Furnaces, industrial process, merchant wholesalers
- NAICS Code - 423840 - Industrial supplies (except disposable plastics, paper) merchant wholesalers
- NAICS Code - 423990 - General merchandise, durable goods, merchant wholesalers

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

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 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

NONE

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

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

a) Is Bidder a "Local Business" as defined above?

Yes: No:

b) If yes, list business addresses within Cook County:

2650 W. Montrose Ave #118
Chicago, IL 60618

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

Yes: No:

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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:

NONE

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 12-53-364

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: Core Mechanical, Inc. D/B/A: _____ EIN NO.: 26-2581588

Street Address: 2650 W. Montrose Avenue #118

City: Chicago State: IL Zip Code: 60618

Phone No.: (773) 267-6300

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Jesse Richardson	4218 N. California Avenue Chicago, IL 60618	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
NONE		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person 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.

Jesse Richardson
Name of Authorized Applicant/Holder Representative (please print or type)

Jesse Richards
Signature

richardson@aol.com
E-mail address

President
Title

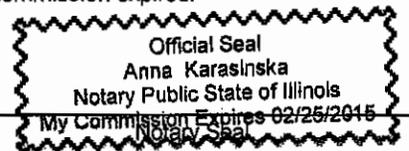
2-14-13
Date

(773) 267-6300
Phone Number

Subscribed to and sworn before me
this 14th day of Feb., 2013

x Anna Karasinska
Notary Public Signature

My commission expires:





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 | ▪ Stcpdaughter |
| ▪ 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: Jesse Richardson Title: President

Business Entity Name: Core Mechanical, Inc. Phone: (773) 267-6300

Business Entity Address: 2650 W. Montrose Ave #118 Chicago, IL 60618

_____ 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.

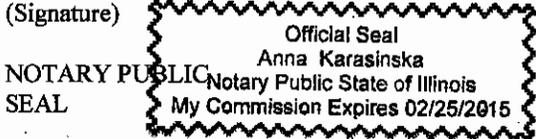
To the best of my knowledge and belief, the information provided above is true and complete.

Jesse Richardson _____
Owner/Employee's Signature Date

Subscribe and sworn before me this 14th Day of February, 2013

a Notary Public in and for Cook County

Anna Karasinska
(Signature)



My Commission expires 2.25.15

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**

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 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: Core Mechanical, Inc.
BUSINESS ADDRESS: 2650 W. Montrose Avenue # 118
Chicago, IL 60618
BUSINESS TELEPHONE: (773) 267-6300 FAX NUMBER: (773) 267-6333
CONTACT PERSON: Jesse Richardson
FEIN: 26-2581588 *IL CORPORATE FILE NUMBER: 6607-279-7

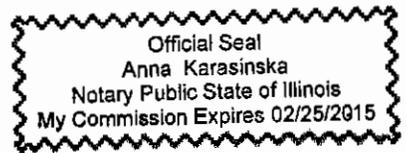
LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Jesse Richardson VICE PRESIDENT: Jesse Richardson

SECRETARY: James Seibert TREASURER: Jesse Richardson

**SIGNATURE OF PRESIDENT: Jesse Richardson

ATTEST: James Seibert (CORPORATE SECRETARY)



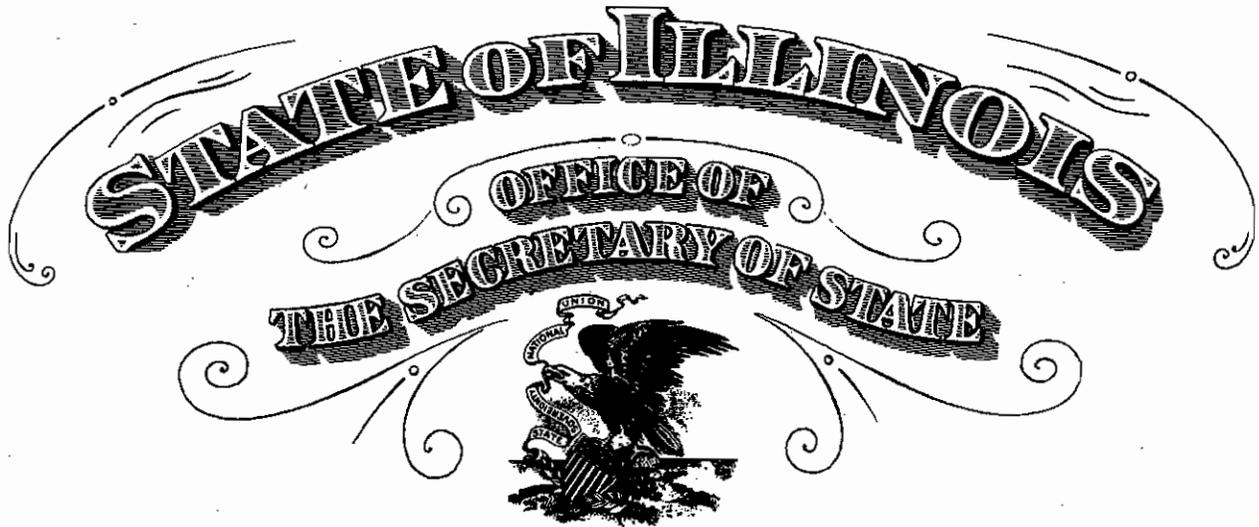
Subscribed and sworn to before me this
27th day of March, 2013

My commission expires:
2-25-15
Notary Seal

x Anna Karasinska
Notary Public Signature

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

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



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

CORE MECHANICAL INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 09, 2008, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of FEBRUARY A.D. 2013 .

Jesse White

Authentication #: 1304201970

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE



CERTIFICATE OF LIABILITY INSURANCE

COREH-1 OP ID: IF

DATE (MM/DD/YYYY)
01/28/2013

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

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

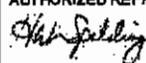
PRODUCER Com-Co Insurance Agency, Inc. 3425 Dempster St. Skokie, IL 60076	Phone: 847-673-1212 Fax: 847-673-1240	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Core Mechanical Inc. Jesse Richardson 2650 W. Montrose, #118 Chicago, IL 60618		INSURER A: Hastings Mutual Insurance Co.	14176
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPP1462730	08/04/2012	08/04/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ACV9838458	08/04/2012	08/04/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			ULC9838404	08/04/2012	08/04/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9838360	08/04/2012	08/04/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured for General Liability: Cook County, its officials, employees and agents.

CERTIFICATE HOLDER COOKCTY Cook County DOT & Highways Board of Commissioners County of Cook, room 1018 118 N. Clark Street Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 25 DAY OF April, 2013

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

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

12-53-364

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 327,670⁰⁰
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 17 2013

COM _____

APPROVED AS TO FORM:

Not required

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