

CONTRACT WORK
DOCUMENT NO. 1318-12719



COOK COUNTY JUVENILE TEMPORARY DETENTION CENTER DIGITAL VIDEO PROJECT

Juvenile Temporary Detention Center
1100 South Hamilton Avenue
Chicago, Illinois 60612

VOLUME 1 OF 2

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

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

ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER
SHANNON E. ANDREWS, CHIEF PROCUREMENT OFFICER

PREPARED BY:
SDI
33 West Monroe Street, Suite 400
Chicago, IL 60603

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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2013

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ORIGINAL

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PROJECT OVERVIEW

Project Name: Cook County Juvenile Temporary Detention Center Digital Video Project
Contract No.: 1318-12719

General Description of the Work:

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

This project is comprised of the installation of a Digital Video Surveillance System, a Juvenile RFID Corrections System, Wireless Network and Cabling Systems, and enhancements to the existing Command Center and Situation Room at the Cook County Juvenile Temporary Detection Center. The contractor will be required to install and deliver fully operational systems including, but not limited to:

- Install an IP-based Digital Video Surveillance System that will provide video coverage of the JTDC facility interior. New IP cameras will be installed, as well as some existing analog cameras will be added to the new Digital Video Surveillance System.
- Install a Juvenile RFID Corrections System that will allow JTDC staff to record the activities of juveniles using handheld mobile devices. The Juvenile RFID Corrections System will utilize a Wireless Network (see below) to communicate with head end equipment.
- Command Center enhancements: Installation of a new console, new computer workstations and monitors, and other enhancements to the existing Command Center.
- Situation Room Enhancements: Installation of large-format video displays and other enhancements to the existing Situation Room.
- Install Structured Cabling as required.
- Install an IP Network to support the Video Management System.
- Install a Wireless Network to provide wireless access for the handheld devices of the Juvenile RFID Corrections System (as well as laptops and other devices).
- Install Access Control for a small number of doors.

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

Advertisement Date:

Tuesday, May 28, 2013

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

- Bid Document:** For this project, Bid Documents will be provided on CD-ROM. Bid Documents are limited to one CD-ROM per contractor.
- Pre-Bid Conference:** Tuesday, June 11, 2013 at 10:00 A.M. C.S.T.
Juvenile Temporary Detention Center
1100 South Hamilton Avenue
Chicago, Illinois 60612
- Field Inspection:** Field Inspection will be conducted immediately following the Pre-Bid Conference. **Attendance at the Pre-Bid Conference and Field Inspection is mandatory in order for a bid to be considered.** Please confirm your attendance, include number of personnel attending, to richard.sanchez@cookcountyil.gov. Include project name on the subject line of e-mail.
- Question Cut-off:** Questions regarding this RFP will be submitted in writing to richard.sanchez@cookcountyil.gov no later than Friday, June 14, 2013. The County may issue an Addendum in response to questions on Tuesday, June 18, 2013.
- Bid Opening Date:** Tuesday, June 25, 2013 at 10:00 A.M. C.S.T.
Bids shall be submitted in triplicate on the forms provided, with bid deposit, in accordance with Instructions to Bidders. Sealed bids will be received in Bid and Bond Room 1018, County Building, 118 North Clark Street, Chicago, IL 60602. Bids shall be deposited in the box provided for that purpose. Bids will be publicly opened and read aloud. **No bids will be received after the date and time specified herein.**
- Bid Deposit/Bond:** Each bid shall be accompanied by a bid deposit in the amount of one percent (1%) of the Bid, payable to the order of the Board of Commissioners, County of Cook. Bid bonds will be accepted in lieu of a check provided the Surety Company is rated as defined in the Bid Documents.
- DBE Participation Goals:** DBE: 35%
- Award of Contract:** A contract, if awarded, will be to the lowest responsive and responsible bidder, as determined by the Chief Procurement Officer, in the amount of the Total Base Bid. The Chief procurement Officer and the Cook County Board of Commissioners reserve the right to reject any and all bids.

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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

A. DIRECTOR shall mean the person or persons authorized by Cook County to act in connection with this contract. Such authorization shall not include any power to change the scope of the contract or to obligate Cook County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.

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

C. CHIEF PROCUREMENT OFFICER shall mean the Chief Procurement Officer of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Revised Statutes 1991, Chapter 34, par. 5-36003. [Illinois Compiled Statutes 1992, 55 ILCS 5/5-36003]

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

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

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

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

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

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

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

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

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

IB-01 DEFINITIONS (CON'T)

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

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

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

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

Q. PROVIDE means furnish and install.

IB-02 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-03 PREPARATION OF BID

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

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

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

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

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

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

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

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

IB-05 PRICES FIRM

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

IB-06 SUBMISSION OF BID

All bidders shall submit three (3) bound copies of sealed proposals in envelopes provided for that purpose and shall deposit them in the bid box located at the County Board Assembly Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the bid opening as shown in the legal advertisement. If proposals are submitted in envelopes other than those provided for the purpose, then the sealed envelope submitted by the bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown in the legal advertisement. Any bid deposited in the bid box after the date and hour set for the bid opening, will not be considered and will be returned.

IB-07 WITHDRAWAL OF BID

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

IB-08 BID DEPOSIT

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

All certified or cashier's checks shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bonds must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty.

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

IB-09 PRE-BID CONFERENCE/SITE INSPECTION CERTIFICATE

The Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid. The date and conditions of the pre-bid conference/site inspection are determined by Director.

IB-10 BIDDER WARRANTIES

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

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

The submission of a Bid shall constitute a warranty that:

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

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

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

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

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

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

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

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

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

IB-11 CONSIDERATION OF BIDS

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

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

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

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

IB-12 ACCEPTANCE OF BID

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

IB-13 COMPETENCY OF BIDDER

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

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

IB-15 FAILURE TO FURNISH BOND

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

IB-16 RETURN OF BID DEPOSIT

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

IB-17 CATALOGS

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

IB-18 TRADE NAMES

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

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

IB-19 EXCEPTIONS

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

IB-20 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

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

IB-21 CASH BILLING DISCOUNTS

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

IB-22 TAXES

Federal Excise Tax does not apply to materials purchased by the County of Cook by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County of Cook by virtue of Statute. Cook County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01. The price or prices quoted herein shall include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction.

IB-23 BID RIGGING - BID ROTATING

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

IB-24 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

1. Addenda, if any.
2. Special Conditions.
3. General Conditions.
4. Specifications.
5. General Requirements.
6. Drawings and Plans.
7. Advertisement for Proposal.
8. Instruction to Bidders.
9. Performance Bond.
10. Bid Proposal.

IB-25 NOTICES

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

IB-26 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

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GENERAL CONDITIONS

GC-01 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

GC-02 INDEMNITY

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

GC-03 CONDUCT OF CONTRACTOR AND COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractors shall be the responsibility of the Contractor.

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of the Cook County Lobbyist Registration Ordinance and shall comply with all the provisions therein.

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

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

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

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

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

GC-04 MATERIAL, APPLIANCE AND EMPLOYEES

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

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

GC-05 TIME AND PROGRESS

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

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

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

GC-06 SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract shall be assigned or any part of the same sub-contracted without the written approval of the Owner; but in no case shall such consent relieve the Contractor from his obligations or change the terms of the contract. The Contractor shall not transfer or assign any contract funds or claims due or to become due without the written approval of the Owner having first been obtained. The unauthorized assignment or sub-contracting of the contract, in whole or in part, or the unauthorized transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on and are void so far as the Owner is concerned.

GC-07 PERMITS, LAWS AND REGULATIONS

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

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

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

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

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

GC-8 ARCHITECT'S AUTHORITY

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

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

GC-9 PROGRAM MANAGER'S AUTHORITY

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

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

GC-10 NUMBER OF DOCUMENTS

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

GC-11 COOPERATION BETWEEN CONTRACTORS

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

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

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

GC-12 PLANS OR DRAWINGS AND SPECIFICATIONS COOPERATIVE

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

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

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

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

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

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

GC-12 PLANS OR DRAWINGS AND SPECIFICATIONS COOPERATIVE (CON'T.)

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

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

GC-13 VARIATIONS

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

GC-14 PROVISIONS RELATIVE TO DELAY

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

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

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

GC-15 PAYMENT TO CONTRACTOR

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

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

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

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

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

GC-15 PAYMENT TO CONTRACTOR (CON'T)

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

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

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

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

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

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

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

GC-15 PAYMENT TO CONTRACTOR (CON'T.)

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

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

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

GC-16 CHANGES AND MODIFICATIONS

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) 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. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000.00 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board.

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.

OWNER INITIATED CHANGES:

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

GC-16 CHANGES AND MODIFICATIONS (CON'T.)

ARCHITECT INITIATED CHANGES:

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

CONTRACTOR INITIATED CHANGE REQUESTS:

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

Contractor Change Requests:

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

Contractor Claims and Changes Proposals:

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

GC-16 CHANGES AND MODIFICATIONS (CON'T.)

BASIS FOR CHANGE ORDERS:

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

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

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

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

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

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

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

GC-16 CHANGES AND MODIFICATIONS (CON'T.)

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

GC-17 DISPUTES

Except as otherwise provided in these Contract Documents, any dispute between Contractor and Director concerning a question of fact arising under these Contract Documents and not resolved will be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific, relevant contract provisions to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within three days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in these Contract Documents during any dispute resolution proceeding unless otherwise agreed to the in writing.

GC-18 DEFAULT

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

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

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

Upon forfeiture, the County may:

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

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

GC-19 AWARD OF SUBCONTRACTS

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

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

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

GC-20 SUPERINTENDENCE

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

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

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

GC-21 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Establish a program of project pre-planning for safety and hazard avoidance.
2. Utilization of insurance company loss prevention services.
3. Lines of Contractor's responsibilities and authority for personnel for the administration of safety program.
4. Scheduling and conducting of safety meetings.
5. Issuing of safety bulletins.
6. Conducting of Weekly Tool Box Meetings.
7. Regular inspections of the project for safety compliance and correction of violations.
8. Safety training of employees.
9. A written Hazard Communication Program which is to include collection and distribution of Material Safety Data Sheets for all hazardous materials, labeling of these materials and training of employees using these materials.
10. A fire protection plan.

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

11. The use of personal protection equipment.
12. Hard hat usage.
13. Accident reporting and investigation.
14. Safety guidelines and regulations.
15. Site accessibility and cleanliness.
16. Safety reporting and distribution including the County and Program Manager.
17. A site layout plan showing the location of safety facilities and safety items.

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

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

GC-22 MATERIALS INSPECTION AND RESPONSIBILITY

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

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

GC-23 SUBSTANTIAL COMPLETION OF THE WORK

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

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

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

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

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

rejection of defective or improper work or materials, by the Architect shall relieve the Contractor of any of its obligations under this Agreement.

GC-24 GUARANTEES AND WARRANTIES

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

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

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

GC-25 FIRE PROTECTION

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

GC-26 USE OF PREMISES

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

GC-27 WORKING REGULATIONS

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

GC-28 WATCHMAN SERVICE

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

GC-29 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

GC-30 DEDUCTIONS FOR UNCORRECTED WORK

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

GC-31 REFERENCE STANDARDS

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

GC-32 COOK COUNTY HUMAN RIGHTS ORDINANCE

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

GC-33 EMPLOYMENT - VETERANS

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

**GC-34 CERTIFICATE OF QUALIFICATION
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.**

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

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

**GC-35 TAX AND FEE DELINQUENCY
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1**

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

**GC-36 DISQUALIFICATION FOR NON-PERFORMANCE
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.**

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

GC-37 STEEL PRODUCTS PROCUREMENT

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

GC-38 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished documents, data, studies and reports prepared by the Contractor under this

Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/goods actually performed/supplied by the Contractor to the date of termination. Such payment so made to the Contractor shall be in full settlement for services rendered under this Contract.

GC-39 INSPECTION OF WORK

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

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

GC-40 ACCIDENT REPORTS

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

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

GC-41 ROYALTIES AND PATENTS

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

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

GC-42 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify Owner, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against Owner based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right. Where applicable, Owner shall notify Contractor in writing of any such suit or proceeding or significant threat thereof and hereby agrees to give Contractor information and reasonable assistance for the defense. In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for Owner, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the specifications of these Contract Documents.

GC-43 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

signed Contract set, are to be returned to the County of Cook at the completion of the Work.

Contractor acknowledges and agrees that information regarding this contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of this Contract shall be the property of the County of Cook. It shall be a breach of this contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Contract herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

GC-44 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the services and costs associated with performance under the terms of this Contract. Without limiting the generality of the foregoing, the County may, at any time and from time to time, inspect the Contractor's substitution logs, payroll logs, special diet logs, general meal logs, temperature records and any other documents or data pertaining to the services performed by the Contractor under the Contract.

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

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

GC-45 GENERAL NOTICE

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

TO THE COUNTY OF COOK:

CHIEF PROCUREMENT OFFICER
County of Cook

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

TO THE VENDOR:

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

GC-46 MISCELLANEOUS

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

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract.

GC-47 ENTIRE AGREEMENT

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

GC-48 COOPERATION WITH INSPECTOR GENERAL

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

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

I. Policy and Goals

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

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

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

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

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

II. Required Pre-Award Bid Submittals

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

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

A. DBE Utilization Plan

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

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

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

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

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

A Bidder may count the DBE participation of every level of subcontracting toward the Project Specific Goal(s) of DBEs listed on the Utilization Plan.

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

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

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

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

B. Letter(s) of Intent

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

C. Letters of Certification

To be counted towards meeting the DBE Project Specific Goal(s), a Bidder or its Subcontractors or Suppliers must be certified by Cook County, the City of Chicago or the Illinois Unified Certification Program (IL UCP) Disadvantaged Business Enterprise Commitment, pursuant to 49 CFR Part 26.

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

The Director of the Office of Contract Compliance retains the right to reject for credit towards meeting a DBE Goal the certification of any firm that does not conform to the eligibility standards.

D. Joint Venture Affidavit

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

GC-49 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

III. Contract Monitoring

A. Forms

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

Please return the reports to the attention of:

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

B. Procedures

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

1. Substitutions, Additions or Deletions of Subcontractors or Suppliers

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

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

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Contractor has been unsuccessful in substituting with a DBE to the satisfaction of the Director, then the Contractor may substitute or add a non-certified firm.

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

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

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

2. Change Orders

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

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

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

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

IV. Contract Closeout Procedures

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

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

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

END OF SECTION

**SPECIAL CONDITIONS
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SPECIAL CONDITIONS

SC-01 DEFINITIONS (Ref. IB-01)

- A. The "Director" as defined in IB-01 Paragraph A. of the Instructions to Bidders is the Director, or in their absence the Deputy Director, of the Office of Capital Planning and Policy, County of Cook, Illinois.
- B. The "Chief Procurement Officer" as defined in IB-01 Paragraph C. of the Instructions to Bidders is Shannon E. Andrews, Chief Procurement Officer, County of Cook, Illinois
- C. The "Architect" as defined in IB-01 Paragraph D. of the Instructions to Bidders (also referred to as "Consultant") is SDI (System Development.Integration, LLC).

The "Program Manager" as defined in IB-01 Item E of the Instructions to Bidders is not applicable for this project. Any reference to a Program Manager in the body of the documents shall be construed as a reference to the County or Architect, at the option of the County.
- D. "LEED" stands for "Leadership in Energy & Environmental Design". It is a set of criteria formulated by the U.S. Green Building Council. Per Cook County mandate all newly constructed buildings, and buildings undergoing Capital Improvements, will be in compliance with the standards and requirements for the LEED Green Building Rating System. Reference SC-31 to determine if this project is subject to the LEED requirements **(not applicable)**.
- E. The "Project" means Cook County Juvenile Temporary Detention Center Digital Video Project; to include all work associated with installation of a Video Surveillance System, a Juvenile RFID Corrections System, Network and Cabling Systems, and enhancements to the existing Command Center and Situation Room at the Cook County Juvenile Temporary Detention Center.
- F. "Notice of Award" means a written notice that the Contract has been awarded to the Contractor, subject to proper bonding, insurance and other requirements of execution, which will be issued to the Contractor by the Chief Procurement Officer of Cook County.
- G. "Notice to Proceed" shall mean a written notice issued by the Director, directing the Contractor to proceed with the construction activities of the Work as of the Notice to Proceed Date (defined below). A Notice to Proceed will not be issued until permit requirements have been met as set forth in SC-13.
- H. "Notice to Proceed Date" shall mean the date of the Notice to Proceed, or such other date as is set forth in the Notice to Proceed.
- I. "Contract Time" shall mean a period of One Hundred & Eighty (180) calendar days starting on the Notice to Proceed Date.
- J. "Substantial Completion", "substantial completion", "Substantially Complete" or "substantially complete" means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by SC-28. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the Architect issues a Certificate of Substantial Completion in accordance with GC-24, setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- K. "Project Closeout Items" means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as described in SC-28; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.
- L. "Final Completion" means all aspects of the Project are complete, including all punch list items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to SC-28 have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been approved by the County and the Architect.

- M. "Critical Path" activities mean activities which control the Project duration. These are the activities or sequences of activities that take the most time to complete, and therefore have the greatest potential to delay the Project.
- N. "Time Schedule" means the time schedule approved by the County in accordance with SC-09, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements set forth in SC-12, which shall set forth all Critical Path and other activities necessary to perform the Work in accordance with the Contract Documents. The Time Schedule must set forth the "Critical Path" activities showing all interrelationships with other activities as required to complete the Project.
- O. "System" or "system" means a network of assemblies, components and parts, interfaced with each other and with any existing building equipment or utilities as required to provide integrated unit(s) and a functionally complete and operable product, turned over to the Owner in condition for service.
- P. "Utility" or "utility" means a commodity or service, such as electricity, water, sewer, and telecommunications, traditionally provided by a public utility, but including such as may be provided by private companies or providers.
- Q. "Key Personnel" shall mean those individuals defined in SC-25, who are identified on Exhibit D, to be completed by Contractor and included in the Contractor's bid.

SC-02 SPECIFICATIONS (Ref. IB-01)

The Specifications consist of those volumes noted below.

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

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

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

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

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

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

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

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

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

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

SC-05 BIDDER WARRANTIES (Ref IB-10)

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

With its bid, each Bidder shall submit evidence of experience in the format attached hereto as Exhibit G. This

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

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

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

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

SC-07 SUBSTITUTIONS

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

- A.** Bids shall be based on specified products, unless the procedures described in this section are followed and a substitution is accepted prior to the bid opening date.
- B.** Substitution Procedures: The following procedures have been provided to allow closely equivalent products to be considered. No substitutions will be acceptable unless these procedures are followed.
 - 1. Bidders may, until 4:30 p.m. on Friday, June 14, 2013, submit written requests to the Owner for substitution of products and systems in lieu of those specified in the Contract Documents. The Owner will not consider requests after the time and date indicated above.
 - 2. All substitution requests shall be clearly identified, described and in accordance with provisions of Contract Documents and on the Request for Substitution Form attached as Exhibit E.
 - 3. Whenever a substitute is submitted for acceptance, the final decision as to whether or not such substitution is closely equivalent to the specified product or system and fully meets the design concept shall be made by Director.
- C.** Submittal Data for Substitutions:
 - 1. Bidders requesting a substitution must provide clear data or information comparing the proposed substitution with the substituted item in the technical specification and clearly identifying differences from the specified item of Equipment. This data must be referenced to and supported by sufficient documentation (in the form of published technical literature, technical article(s), brochures, or other documentation) to enable the County and the Architect to evaluate compliance with the specification.
 - 2. If the Bidder must take an exception to any item or detail included in the Specification, the Bidder must state in writing what the exception is and state in writing the justification or rationale for the exception.
 - 3. The County and the Architect will not initiate correspondence or other discussions due to inadequate information concerning substitution requests or engage in attempts by Bidders or their agents to verbally transmit data or "sell" proposed substitutions.
- D.** Acceptance/Rejection of Substitutions:
 - 1. The County's review of substitution requests will be based on products and systems specified in the Contract Documents and desired design and operational results.

2. If a substitution is acceptable to Director, but differs in physical character from the specified product or system, or if a substitution requires modified services and/or facilities to be provided by any party, or requires modifications to the project, Bidder/Contractor making substitution shall pay all costs due to the substitution, including but not limited to costs of modifying accepted substitution to fit conditions or cost of modifying the Drawings or Specifications to permit installation and use of accepted substitution, including costs not identified in the request for substitution, but which later become apparent.
 3. Neither acceptance of a substitution, nor the furnishing of a substitution, shall relieve Bidder/Contractor of responsibility for failure of substitution to perform intended functions of originally specified materials, systems and equipment.
 4. Accepted substitution(s) shall be listed in written Addenda issued to all Bidders of Record. Substitutions which have not been specifically accepted in writing, by inclusion in addenda, shall be deemed rejected.
- E. After Award of Contract: No substitutions will be considered after the date and time shown in Section SC-07 B.1 except as follows.
1. It shall be the duty of the Contractor to immediately inform the Architect and Director of any suspected or anticipated substitutions required pursuant to the following conditions:
 - a) Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
 - b) Unavailability of specified products, through no fault of Contractor and/or subcontractor. "Unavailability" shall mean that the product specified is no longer available for purchase in the market place.
 - c) Subsequent information discloses inability of specified products to properly meet the specifications, or to fit in a designed space.
 2. If any such substitution is required under this subsection 5, such substitution shall be processed in accordance with the procedures set forth in subparagraphs B through D of this SC-07, except that the time limit for submitting the request shall not apply, and acceptance of the request shall be means of return of the request signed for approval by the Director.

SC-08 TAXES (Ref IB-22)

IB-22 is amended to read as follows:

Federal Excise Tax does not apply to materials purchased by the Owner by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to goods or services purchased by the Owner by virtue of statute. The price or prices quoted herein shall include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction. The Owner's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-06.

SC-09 PRE-CONSTRUCTION PHASE ACTIVITIES

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

- A. **Time Schedule:** Notwithstanding any provision to the contrary in the General Conditions or other sections of these Special Conditions, the Contractor shall submit a draft Time Schedule for the Work no later than fourteen (14) calendar days after the date of the Notice of Award. The minimum requirements for the activities which are required to be detailed on the Time Schedule, and any project specific requirements for the Time Schedule, are set forth in Section SC-12 of these Special Conditions. The County will notify the Contractor in writing within ten (10) business days after receipt of the draft Time Schedule (or any revised draft) either that the draft Time Schedule is accepted or that it is rejected, setting forth the reasons for such rejection. If the draft Time Schedule is rejected, the Contractor shall re-submit a revised draft which is responsive to the County's comments within ten (10) business days after the date of the notice of rejection. A Notice to Proceed with construction will not be issued until a Time Schedule is approved. If the Time Schedule has not been approved within sixty (60) days after the Notice of Award (such 60 day period to be extended by any period of delay by the County in accepting

or rejecting a draft Time Schedule), the Contractor shall be deemed to have failed to submit an acceptable Time Schedule in a timely manner, which shall constitute a material breach of the Contract and shall constitute grounds for default pursuant to General Conditions, Section GC-18. The County's approval of the Time Schedule shall not relieve the Contractor of the obligation to properly schedule the Work so as to substantially complete the Work within the Contract Time. The absence of an activity from the Time Schedule shall not relieve the Contractor of the obligation to perform all activities necessary for completion of the Work.

- B. **Permits:** GC-07 requires the Contractor to secure all permits and licenses necessary to carry out the Work. Additional provisions and requirements regarding permits are contained in SC-13.
- C. **Permits Status Reports:** The Contractor shall provide the County and the Program Manager with a written status report on the permit review process as to all permit applications, beginning two (2) weeks after the filing of the first such application and every two (2) weeks thereafter until all necessary permits have been issued. If the Contractor requires assistance in the permitting process from either the County or the Architect, the Contractor shall request such assistance in writing, directed to the party whose assistance is requested, and specifying the nature of the assistance request. In the case of assistance from the Architect, a copy of such request shall be provided to the County and the Program Manager. A Notice to Proceed will not be issued until all permits have been issued which are required by laws or ordinances for construction to begin.
- D. **Progress Reports:** In addition to the permit status reports required under subsection C above, no later than 30 days after the date of the Notice of Award, and every 30 days thereafter, the Contractor shall prepare and submit to the County, the Program Manager and the Architect a detailed written report detailing the progress of the Work, including pre-construction activities described in this Section SC-09. The requirements for the Contractor's progress reports are set forth in the Technical Specifications.

SC-10 SUBMITTALS & LONG LEAD TIME MATERIALS

- A. **Schedule of Submittals:** Within twenty-one (21) days after the Notice of Award, the Contractor shall submit a schedule of delivery for all submittals required by the Technical Specifications to the County and the Architect. The Contractor shall include a transmittal letter with each submittal, identifying the item by manufacturer, model number, CAD identification number and reference to specification sections of items of construction. Use separate transmittal for each submittal. Each submittal shall have a chronological submittal number.
- B. **Documentation:** The Contractor shall submit appropriate documentation (e.g. shop drawings, product submittals) for all materials, systems, equipment, fixtures, personal property, and other items, in all detail required by the specifications, but, at a minimum, describing the following:
 - 1. Product sheets including but not limited to: HVAC, mechanical, telecommunications and data systems, fire systems, conveying, plumbing, electrical, structural, architectural, landscaping, general site, chemical, furniture, fixtures and equipment and special construction.
 - 2. Product sheets will include as applicable:
 - a. Physical dimensions
 - b. Physical space required for operation
 - c. Weight
 - d. Building structural requirements
 - e. Power requirements
 - f. Exhaust requirements
 - g. Water requirements
 - h. Chemical requirements
 - i. Air-conditioning requirements
 - j. Maintenance requirements
 - k. Conveying system requirements
 - l. Supplies required.
- C. **Copies:** The Contractor shall submit six (6) copies of brochures/technical materials for each item. The Contractor shall submit one (1) reproducible set and two (2) sets of prints for all drawings required.
- D. **Address for Submittals:** All submittals shall be sent to:

Architect: SDI (System Development.Integration, LLC)
Attn: Stanley Hill
33 West Monroe, Suite 400
Chicago, IL 60603

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

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

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

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

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

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

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

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

- A. Time of the Essence. TIME IS OF THE ESSENCE OF THIS CONTRACT:** The Contractor agrees to commence the Work in conformity with the provisions set forth herein and to prosecute the Work with all due diligence, so as to substantially complete the Work within the Contract Time, using double shift, weekend and holiday work when necessary.
- B. Requirements for Time Schedule:** The Contractor shall prepare and update monthly a Time Schedule as required in SC-09 and in conformance with the requirements outlined herein. The Time Schedule shall be a computerized schedule, utilizing Primavera P3 software. A sample format for the Time Schedule is attached as Exhibit C. The Time Schedule must provide for substantial completion of the Work within the Contract Time. The Time Schedule shall include hammock line items to facilitate the summarization of the schedule. Such hammock line items shall be defined by the County or the Program Manager within 10 days after submittal of the first draft Time Schedule, and shall be incorporated into the Time Schedule by the Contractor before approval of the Time Schedule.
- C. Activities to Be Included in Time Schedule:** The Time Schedule shall include, as a minimum, the following categories of activities: The itemization of the following categories of activity into individual activity line items shall be subject to the approval of the County. Activity or approvals by the County, Program Manager or Architect shall be represented by different line items from activity by the Contractor. All activity line items shall be indexed to trade subcontractor, responsibility (Owner or Architect or Contractor), and physical area designations.
1. Preconstruction:
 - Contract Award
 - Permit approval
 - Notice to Proceed
 - Key Submittals
 - Site Planning Meeting

2. Procurement of Long Lead Items
 3. Site Preparation; Demolition
 4. Construction
 5. Equipment Installation
 6. Systems Test, Balance, Adjustment and Commissioning
 7. Site Readiness (Substantial Completion) Walkthrough
 8. Punch list work
 9. Staff Training
 10. Final Completion and Closeout Documentation
- D. Critical Path:** The Critical Path shall clearly be indicated on the schedule. The Time Schedule shall incorporate a minimum of 5% of the Contract Time as the original total float on the most critical path.
- E. Updates:** The Contractor shall submit monthly revised schedule updates to the County, but any such updates shall not operate to extend the Time Schedule except in accordance with GC-16. Any revisions to the Time Schedule, and other scheduling requirements listed in the Contract Documents, shall not delay, obstruct, hinder or interfere with the commencement, progress or completion of any other work on the Project.
- F. Weekly Progress Meetings.** It will be the Contractor's responsibility to attend the Weekly Progress Meeting. At the meetings, Contractor shall present a list of items completed in the week prior to the meeting as well as a two-week look-ahead schedule as a reminder of upcoming activities.
- G. Failure to Meet Schedule:** If the Contractor fails to accomplish portions of the Work within the period set forth in the Time Schedule, or fails to achieve "milestone" dates set forth in the Time Schedule, and if no extension of the Contract Time is agreed to by the County, the Contractor shall provide to the County upon request a written recovery plan indicating the manner in which the Contractor intends to recover the lost time in order that the Project can be completed within the Contract Time. If the Contractor fails to provide a realistic recovery plan, and if the County reasonably deems the delay to be material, then the County may declare the delay to be a default under the Contract and may proceed in accordance with GC-18. If the milestone dates are not achieved, then the County shall have the right to require an acceleration plan that restores the schedule and ensures meeting all subsequent milestone dates.

SC-13 PERMITS (Ref. GC-07)

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

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

- A. Schedule of Permit Activities:** The scheduling requirements for the permit process are as follows:
1. Within five (5) business days after Notice of Award, the Contractor shall inform the Architect in writing of any drawings or other materials necessary for purposes of applying for and processing the building permit and any other permits necessary for commencement of the Work that the Contractor has not received.
 2. Within five (5) business days after the Contractor's request, the Architect shall provide the requested drawings or other materials. If the Contractor does not timely receive the requested drawings or other materials necessary to file a particular permit application, the Contractor shall immediately notify the Owner and the Program Manager in writing of the failure of the Architect to supply such requested drawings or other materials, and the affected permit application shall be filed by the Contractor within three (3) business days after receipt of the necessary drawings.
 3. Within fifteen (15) days after the Notice of Award (unless extended pursuant to Section SC-13. A. 2 above), the Contractor shall have completed the filing of all building permit applications and applications for any other necessary permits with the appropriate authorities.
 4. Within sixty (60) days after the Notice of Award, the Contractor shall have obtained all building and other permits. If the Contractor fails to obtain all permits within sixty (60) days after the date of the Notice of Award (such sixty (60) day period to be extended by any period of delay by the Architect in providing necessary permit drawings (and to be further extended by any period of delay that the Contractor can demonstrate to the satisfaction of the Director was not the fault of the Contractor), such failure shall constitute a material breach of the Contract, and shall constitute grounds for default pursuant to General Conditions, Section GC-18.

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

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

SC-14 INSURANCE REQUIREMENTS

Cook County Insurance Requirements

Waiver of Subrogation and Insurance Requirements

Subrogation and Waiver

The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor 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.

The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners and employees of the County which Contractor may have or acquired because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

Insurance Requirements of the Contractor

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. All policies required herein are to be on a primary and non-contributory basis with respect to any insurance or self-insurance programs maintained by 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 Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor.

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
- (3) Waiver of Kotecki endorsement affording coverage for claims arising out of Contractor's waiver of its Kotecki rights in this agreement

(b) Commercial General Liability Insurance

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) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Explosion, collapse and underground damage;
- (f) Broad Form Property Damage Liability;
- (g) Cross Liability;
- (h) General Aggregate Limit shall be endorsed to provide that the General Aggregate Limit applies separately to this project.

(c) **Comprehensive Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Contractor shall secure Comprehensive Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability Insurance limits shall not be less than the following:

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

(d) **Contractor's Pollution Liability**

Contractor will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim and in the aggregate with a deductible no greater than \$100,000 each claim. Contractor shall be responsible for payment of the deductible.

The policy will provide coverage for amounts the Contractor becomes obligated to pay as loss as a result of claims for bodily injury, property damage or clean-up costs caused by a pollution incident. Pollution incidents will include the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter.

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

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

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

- a. \$5,000,000 each occurrence for all liability

(f) **Builders Risk Insurance**

Either Builders' Risk Insurance or Installation Floater Insurance is required on an all risk form, including flood and earthquake, for 100% of the completed value of the Work, unless otherwise specified in the Special Conditions. A Builders' Risk policy shall be required for construction of a building or an addition to a structure. Installation Floater Insurance shall be required for renovation projects. Further provisions regarding such insurance will be set forth in the Special Conditions. Such policy shall include as named insured parties the County and all Subcontractors, as their interests may appear. The policy deductible shall not exceed \$25,000, unless otherwise set forth in Special Conditions, and the Contractor shall be responsible for payment of the deductible in the event of covered loss. The policy shall also include loss of use to protect the County from being financially harmed because of delay due to an insured loss in the building improvements under construction. Upon request, the Contractor will furnish County with the cost of the premium and deductible for the Builders' Risk or Installation Floater policy.

(g) **Property Insurance**

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

Additional requirements

(a) **Additional Insured**

Cook County, Board of Commissioners, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile, Pollution Liability and Umbrella/Excess insurance policies.

(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.

(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 Office of the Chief Procurement Officer 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. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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. The County shall have the right to modify, delete, alter or change these insurance requirements.

SC-15 VARIATIONS (Ref. GC-13)

General Condition GC-13 is modified by the addition of the following:

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

SC-16 PROVISIONS RELATIVE TO DELAY (Ref. GC-14)

The following provisions are added to General Condition GC-14

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

Owner shall not be responsible for any loss, cost, expense, liability or damage sustained by Contractor through delay caused by Owner, by any other contractor or by the elements or any other cause. Contractor's sole remedy for delay, hindrances in the performance of Work, loss of productivity, impact damages and other consequential damages shall be an extension in the time to complete the Work. Contractor covenants and agrees to use diligent, reasonable and conscientious efforts to avoid the occurrence of any and all causes for delay and to avoid the extension of performance dates.

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

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

SC-17 CHANGES AND MODIFICATIONS (Ref. GC-16)

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

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

SC-18 DISPUTES (Ref. GC-17)

The third sentence of GC-17 is deleted in its entirety, and replaced with the following: "Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within a reasonable period of time after receipt of the request by such party."

SC-19 SUPERINTENDENCE (Ref. GC-20)

GC-20 is deleted in its entirety and the following is substituted in its place:

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

SC-20 PROTECTION OF PERSONS AND PROPERTY (Ref. GC-21)

General Condition GC-21 is modified by the addition of the following:

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

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

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

SC-21 SUBSTANTIAL COMPLETION OF THE WORK (Ref. GC-23)

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

General Condition GC-23 is further modified by the addition of the following:

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

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

SC-22 GUARANTEES AND WARRANTIES (Ref. GC-24)

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

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

After the third paragraph of GC-24 add these new paragraphs;

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

Warranty and post warranty repair services will be consistent with response times and services provided under the manufacturer's standard maintenance service contract policy by qualified technicians who are within the metropolitan Chicago area but in no case later than the period stated in GC-24.

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

SC-23 USE OF PREMISES (Ref. GC-26)

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

SC-24 (INTENTIONALLY OMITTED)

SC-25 DELIVERY, INSTALLATION AND ACCEPTANCE

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

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

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

SC-26 KEY PERSONNEL: PROJECT MANAGEMENT (PROJECT CONTROL)

All of the individuals described in this section, if any, in SC-19, and in GC-21 shall be identified on Exhibit D and shall be deemed to be "Key Personnel". Contractor shall attach the list of Key Personnel as Exhibit D, including

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

The Contractor shall assign the following specific individuals described in this SC-26 in addition to the superintendent described in GC-21 and SC-19:

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

SC-27 TRAINING

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

SC-28 DOCUMENTATION REQUIREMENTS: GENERAL & FINAL COMPLETION

- A. **Copies on Site:** The Contractor shall keep an updated copy of the Contract Documents at the Project site. Additionally, the Contractor shall keep a copy of approved Shop Drawings and other submittals at the Project site.
- B. **Delivery Document Sets:** At the time of delivery of each of the building systems and items of equipment the Contractor will deliver to the Architect for delivery to the Owner two (2) complete and unabridged sets (or such greater number as may be required in the Technical Specifications) of operating manuals, service manuals, electric, pneumatic and hydraulic schematics (whichever applicable), and troubleshooting documentation for each such building system and item of equipment installed unless otherwise noted.
- C. **Warranty Materials:** The Contractor shall bind and turn over to the Architect for delivery to Owner two (2) sets (or such greater number as may be required in the Technical Specifications) of the manufacturers' warranties, operating manuals, service manuals, instructions and schedules necessary for the Owner's proper operation of all building systems, equipment and special materials requiring them (the "Warranty Materials"). The binders will clearly categorize and index each building system, piece of equipment and material included, and shall be clearly marked noting "Project specific" equipment, model numbers, and equipment cut sheets, value tag charts, electrical panel charts and other applicable information. Such Warranty Materials will be collected and organized by the Contractor and submitted to the Architect at one time, prior and as a condition to the issuance of the certificate of Substantial Completion.
- D. **Warranty Materials at Final Completion:** Those Warranty Materials not necessary for the operation of the building that is being constructed pursuant to the Project need not be provided by Contractor until prior to the issuance of the certificate of Final Completion; provided, however, that any item of the Warranty Materials which Contractor chooses to omit from the bound Warranty Materials at the time of Substantial Completion, shall be referenced and indexed in the bound Warranty Materials with provision made by the Contractor for later insertion.
- E. **Warranty Materials Updates:** The Contractor will provide to the Owner at no additional cost, all updates and revisions of these manuals, schematics, and documentation, as they become available. All of the above documentation and manuals become the sole property of the Owner. All manufacturers' alerts/recalls received by the Contractor shall be forwarded to the Owner within 7 days of receipt by the Contractor.
- F. **As Built Mark Ups:** The Contractor shall keep legible notes of all the deviations and discrepancies in the underground, concealed conditions and other items of construction and Work on field drawings (the "As-Built Mark-ups") and shall submit them to the Architect as Work progresses for review and incorporation into final record documents. The submission of accurate As-Built Mark-ups and manufacturers' guarantees and

warranties and maintenance and operating manuals by the Contractor are conditions precedent to Final Completion and the Contractor receiving final payment.

- G. Additional requirements are listed in Volume 2.

SC-29 CLEANING AND OTHER REQUIREMENTS

In addition to the requirements of GC-20 and GC-21, which pertain to the Contractor's responsibilities for safety of the Project site, and responsibilities for cleaning and dust prevention as they pertain to safety, and in addition to any requirements set forth in the Technical Specifications, the Contractor shall have the following responsibilities set forth in this SC-29. Notwithstanding the provisions of IB-24 as to order of precedence, if the following requirements are inconsistent with requirements set forth in the Technical Specifications, the more stringent requirement shall control.

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

SC-30 LIQUIDATED DAMAGES

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

Liquidated damages in the amount of \$1,000.00 per calendar day will be assessed against the Contractor starting on the day after the date on which the Contract Time ends up to and including the Date of Substantial Completion. If the Time Schedule provides for the Work to be performed in phases, and if the Contractor is late with one phase of the Project, the following phase time duration is reduced by the amount of time the Contractor is late. In other words, the completion date for each phase of the Work is established by the Contractor and will not change unless a time extension is granted by the County. Liquidated damages may be assessed against any pay application if it is determined by the County that, based upon submitted updates to the Time Schedule, the Work cannot be completed within the Contract Time, and if the Contractor has failed to present a recovery plan which will assure the County of completion within the Contract Time.

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

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

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

SC-31 LEED REQUIREMENTS (NOT APPLICABLE)

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

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

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

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

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

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

SC-33 INSPECTION OF WORK (Ref. GC-39)

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

- (1) With respect to those inspections, tests or approvals which are the responsibility of the Owner as identified in the Specifications, any Work covered prior to any required quality inspections or test shall be uncovered and recovered at the expense of the Contractor. Failure of the Architect or Program Manager to make such quality inspections, tests or to discover defective design, materials or workmanship shall not relieve the Contractor of its obligations under this Contract nor prejudice the rights of the Owner thereafter to reject or require the correction of defective Work in accordance with the provisions of this Contract.
- (2) If the Owner, upon advice from the Architect or Program Manager, determines that any Work requires special inspection, testing or approval which the Specifications do not identify, the Owner will instruct Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's, Program Manager's and other consultants' additional services made necessary by such failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.
- (3) If any other portion of the Work has been covered which the Architect or Owner have not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be

uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay such costs unless it be found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs.

SC-34 ACCIDENT REPORTS (Ref. GC-40)

The first sentence of General Condition GC-44 is revised as follows:

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

SC-35 GENERAL NOTICE (Ref. GC-45)

Notice to the Owner shall also be given to:

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

Office of the Chief Procurement Officer
Attn: Elvia Fernandez, Deputy Procurement Officer
118 N. Clark, Room 1018
Chicago, IL 60602

SC-36 CONTRACTOR'S PROMOTIONAL MATERIALS

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

SC-37 JOINT AND SEVERAL LIABILITY PROVISION

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

SC-38 OWNER'S RIGHT TO STOP WORK

If the Contractor fails to correct defective Work or fails materially to carry out the Work in accordance with the Contract Documents and fails within ten (10) days after receipt of written notice from the Owner to commence and continue correction of such failure with diligence and promptness, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however; this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right to stop the Work is in addition to and not in limitation of any of the rights of Owner pursuant to GC-18 or other provisions of the Contract Documents dealing with default on the part of the Contractor.

SC-39 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

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

SC-40 RETURNS OF EMPLOYMENT AND SUBCONTRACTING

The Contractor shall provide monthly returns of employment and subcontracting to the Owner and the Program

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

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

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

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

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

IB 20 is amended by adding the following new paragraphs:

A copy of any written request for interpretation of documents shall be provided to the Office of the Chief Procurement Officer at the address set forth in SC-35.

Notwithstanding the foregoing provisions of IB-20, questions about the interpretation of Technical Specifications or drawings may be made only in writing or at the pre-bid conference. If not made at the pre-bid conference, such questions shall be directed to the Office of the Chief Procurement Officer, with a copy to the Director of the Office of Capital Planning and Policy (at the address set forth in SC-35) and the Architect. Questions will be answered in writing by means of an Addendum issued by the Office of the Chief Procurement Officer.

SC-42 SECURITY REQUIREMENTS

Refer to Exhibit I of Special Conditions.

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

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

SC-43 SAFETY & UTILITY SHUTDOWNS

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

SC-44 CONSTRUCTION PHOTOGRAPHS

Definitions.

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

"Construction Progress Photographs" or "Construction Photographs" means Photographs of the Work taken during construction, the subject of which has direct bearing on the Work and adequately illustrates progress of the Work to date. Construction Progress Photographs shall document the progress of the Work during the month covered by such Construction Progress Photographs, and shall include Photographs of each building system or component

impacted by the Work during such period, including but not limited to building structure, architectural elements, mechanical systems, interior and exterior finishes, furniture, fixtures and equipment, other relevant items of Work.

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

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

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

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

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

SC-45 COOK COUNTY GREEN CONSTRUCTION ORDINANCE

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

SC-46 INTENTIONALLY OMITTED

SC-47 EXHIBITS

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

1. Exhibit A: Index of Drawings
2. Exhibit B: Federal Clauses and Davis Bacon Wage Rates
3. Exhibit C: Time Schedule Format
4. Exhibit D: Key Personnel
5. Exhibit E: Request for Substitution Form
6. Exhibit F: Cook County Green Construction Ordinance
7. Exhibit G: Relevant Experience

**SPECIAL CONDITIONS
EXHIBIT A
DRAWING INDEX**

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

DWG. NO. TITLE

Volume 1 – Hazardous Materials/Architectural/Structural/Fire Protection/Mechanical/Plumbing/Electrical

Sheet	Description
	Cover
A-2-1	Control Center and Situation Room Plans and Elevations
E2.01	Electrical Detail Sheet
E3.01	Electrical Panel Schedules Sheet
E4.01	Electrical Enlarged Plans and Elevations (Floors 1 & 2)
E5.02N	Second Floor North Electrical Plan
E5.05N	Fifth Floor North Electrical Plan
E5.05S	Fifth Floor South Electrical Plan
V1.01	Communications Cable Schedules
V1.02	Camera Schedule
V2.01	Riser Schematic Diagrams
V3.01	Communications Device Legend and Details
V4.01	Communications Enlarged Plans and Elevations
V4.02	Communications Enlarged Plans and Elevations
V4.03	Communications Enlarged Plans and Elevations
V4.04	Communications Enlarged Plans and Elevations
V4.05	Communications Enlarged Plans and Elevations
V4.06	Video Room C038W Enlarged Plan and Elevation
V4.07	Communications Enlarged Plans and Elevations
V4.08	Audio Visual Enlarged Plans and Elevations
V4.09	Camera View Pod Layout
V4.10	Camera Enlarged Plans and Elevations
V5.00S	Concourse South IP Camera Plan
V5.01N	Ground North IP Camera Plan
V5.01S	Ground South IP Camera Plan
V5.02N	Second Floor North IP Camera Plan
V5.02S	Second Floor South IP Camera Plan
V5.03N	Third Floor North IP Camera Plan
V5.03S	Third Floor South IP Camera Plan
V5.04N	Fourth Floor North IP Camera Plan
V5.04S	Fourth Floor South IP Camera Plan
V5.05N	Fifth Floor North IP Camera Plan
V5.05S	Fifth Floor South IP Camera Plan
AP5.00S	Concourse South Wireless Access Plan
AP5.01N	Ground North Wireless Access Plan

AP5.01S Ground South Wireless Access Plan
AP5.02N Second Floor North Wireless Access Plan
AP5.02S Second Floor South Wireless Access Plan
AP5.03N Third Floor North Wireless Access Plan
AP5.03S Third Floor South Wireless Access Plan
AP5.04N Fourth Floor North Wireless Access Plan
AP5.04S Fourth Floor South Wireless Access Plan
AP5.05N Fifth Floor North Wireless Access Plan
AP5.05S Fifth Floor South Wireless Access Plan

**EXHIBIT B
SPECIAL CONDITIONS**

FEDERAL CLAUSES AND PREVAILING WAGES

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

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

1.2 False or Fraudulent Statements and Claims

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

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

1.3 Federal Interest in Patents

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

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

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

1.4 Federal Interest in Data and Copyrights

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

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

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

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

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

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

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

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

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

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

1.5 Records and Audits

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

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

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times

during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

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

1.6 Environmental Requirements

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

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

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

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

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

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

1.7 No Exclusionary or Discriminatory Specifications

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

1.8 Cargo Preference-Use of United States Flag Vessels

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

1.9 Fly America

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

1.10 No Federal Government Obligations to Third Parties

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

1.11 Allowable Costs

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

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that

the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

1.13 Termination for Convenience

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

1.14 Contract Work Hours and Safety Standards Act

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

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

(2) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

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

1.16 Copyright Ownership

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

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

1.17 Accessibility Compliance

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

1.18 Visual Rights Act Waiver

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

1.19. Equal Employment Opportunity

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

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

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each

contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

1.23. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

1.27. Excluded Parties List System

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

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

1.28. Buy America

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

1.29. American Recovery and Reinvestment Act (ARRA)

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

END EXHIBIT B

General Decision Number: IL130009 04/05/2013 IL9

Superseded General Decision Number: IL20120009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

Modification Number	Publication Date
0	01/04/2013
1	01/18/2013
2	03/22/2013
3	04/05/2013

ASBE0017-001 06/01/2012

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 45.55	23.40
Fire Stop Technician.....	\$ 36.44	22.20
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 34.16	22.20

BOIL0001-001 01/01/2012

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

BRIL0021-001 06/01/2011

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

BRIL0021-004 06/01/2010

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

BRIL0021-006 06/01/2012

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.37	20.51
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2009

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

BRIL0021-012 06/01/2009

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

CARP0555-001 06/01/2012

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

CARP0555-002 10/01/2012

	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)...	\$ 32.12	25.47

ELEC0009-003 06/04/2012

	Rates	Fringes
Line Construction Groundman.....	\$ 33.81	20.24
Lineman and Equipment Operator.....	\$ 43.35	25.68

ELEC0134-001 06/04/2012

	Rates	Fringes
ELECTRICIAN.....	\$ 42.00	26.75

ELEC0134-002 04/01/1998

	Rates	Fringes
ELECTRICIAN		
CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

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

FOOTNOTES:

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

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

 ELEC0134-003 06/04/2012

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 37.50	20.25

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

* ELEV0002-003 01/01/2013

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 49.08	25.185+a+b

FOOTNOTES:

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

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

* ENGI0150-006 06/01/2011

Building and Residential Construction

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*:Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom,

and Side Boom; and Trenching Machines*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Aotomatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

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

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

*-Requires Oiler

* ENGI0150-025 06/01/2011

Heavy and Highway Construction

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire*, Asphalt Spreader; Autograder/ GOMACO or similar; ABG Paver*, Backhoes with Caisson attachment*, Ballast Regulator, Belt Loader*; Caisson Rigs*Car Dumper, Central Redi-Mix Plant*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft*; Concrete Placer*; Concrete Tube Float; Cranes, all attachments*; Cranes, Hammerhead, Linden, Peco and machines of a like nature*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling*; Dowell Machine with Air Compressor (\$1.00 above Class 1);

Dredges*; Field Mechanic Welder; Formless Curb and Gutter Machine*; Gradall and machines of a like nature*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted*; Hoists, one, two, and three Drum; Hydraulic Backhoes*; Backhoes with Shear attachments*; Mucking Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)*; Slip-Form Paver*; Soil Test Drill Rig, truck mounted*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine*; Trenching Machine; Truck Mounted Concrete Pump with boom*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.*; Wheel Excavator* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

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

*Requires Oiler

IRON0001-026 06/01/2012

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	32.94
Structural and Reinforcing..	\$ 40.82	32.94

IRON0063-001 12/01/2012

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 41.80	29.22

IRON0063-002 06/01/2011

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

IRON0136-001 07/01/2012

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 35.87	28.67
Master Riggers.....	\$ 38.37	28.67

LABO0002-006 06/01/2011

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.275	21.45
GROUP 4.....	\$ 35.30	21.45
GROUP 5.....	\$ 35.35	21.45
GROUP 6.....	\$ 35.40	21.45

GROUP 7.....	\$ 34.425	21.45
GROUP 8.....	\$ 34.425	21.45
GROUP 9.....	\$ 35.525	21.45
GROUP 10.....	\$ 35.65	21.45
GROUP 11.....	\$ 35.475	21.45
GROUP 12.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

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

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

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

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

GROUP 6: Stone Derrickmen & Handlers.

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

GROUP 8: Firebrick & Boiler Laborers.

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

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

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

LABO0002-007 06/01/2011

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

LABORER CLASSIFICATIONS

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

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunitite

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

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

LABO0002-008 06/01/2011

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 36.20	21.45
16 - 20 POUNDS.....	\$ 36.70	21.45
21 - 26 POUNDS.....	\$ 37.20	21.45
27 - 33 POUNDS.....	\$ 38.20	21.45
34 - AND OVER.....	\$ 39.20	21.45
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.325	21.45
GROUP 3.....	\$ 34.425	21.45
GROUP 4.....	\$ 25.20	21.45
GROUP 5.....	\$ 30.20	21.45

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0225-001 06/01/2011

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

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

PAIN0014-001 06/01/2012

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

PAIN0027-001 06/01/2012

	Rates	Fringes
GLAZIER.....	\$ 39.50	27.97

PLAS0005-002 07/01/2012

	Rates	Fringes
PLASTERER.....	\$ 40.25	22.34

PLAS0502-001 06/01/2012

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 42.35 22.93

PLUM0130-001 06/01/2012

Rates Fringes

PLUMBER.....\$ 45.00 24.11

PLUM0597-002 06/01/2012

Rates Fringes

PIPEFITTER.....\$ 45.05 25.09

ROOF0011-001 12/01/2012

Rates Fringes

ROOFER.....\$ 38.35 17.55

SFIL0281-001 01/01/2013

Rates Fringes

SPRINKLER FITTER.....\$ 47.65 19.15

SHEE0073-001 06/01/2011

Rates Fringes

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

SHEE0073-002 06/01/2011

Rates Fringes

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

TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

Rates Fringes

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

FOOTNOTES:

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

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

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

TEAM0731-002 03/01/2012

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

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

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

FOOTNOTES:

a. \$463.00 per week.

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

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

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

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

=====

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

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

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the

survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

**SPECIAL CONDITIONS
EXHIBIT D
KEY PERSONNEL**

Project Executive: MICHAEL J. MAICKE
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Manager: DAVID O. OTTOW
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator: MELANIE BERG
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Superintendent: MICHAEL HANCOCK
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Notes:

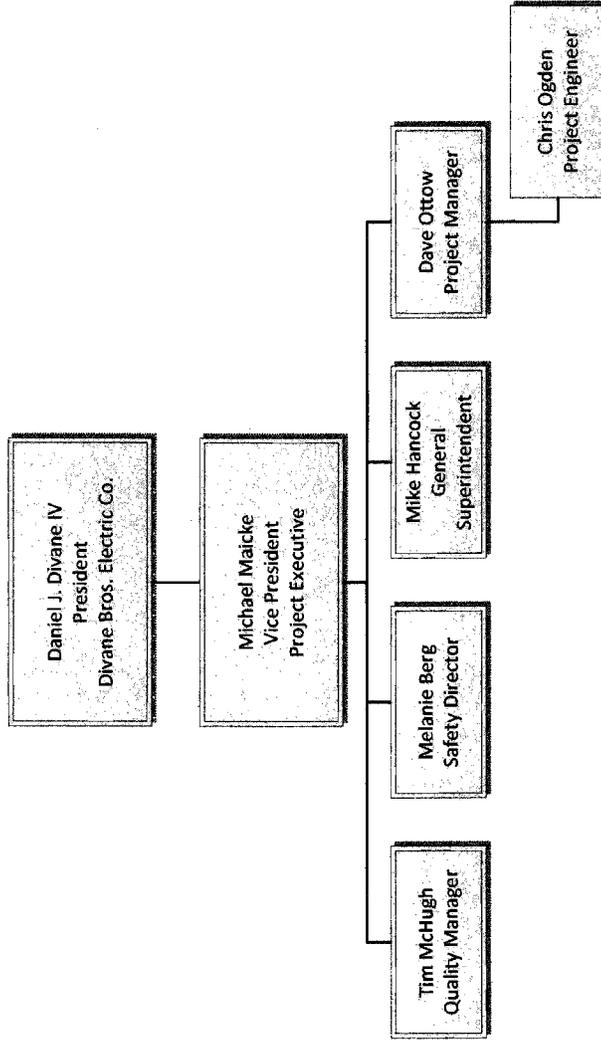
- 1) Provide resumes of the Project Manager, Safety Coordinator, and Project Superintendent designees with the Bid.
- 2) Provide an organization chart illustrating the position of the Project Executive designee within the Bidder's corporate structure.
- 3) Failure to include any this information may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

Cook County Temporary Juvenile Detention Center

Digital Video Project

Contract No. 1318-12719

Divane Bros. Electric Co. Organizational Chart



Employment History

2005 – Present
Divane Bros. Electric Co.
Vice President

2001 – 2005
Division Manager

1996 – 2001
Project Manager

1994 – 1996
General Foreman

1985 – 1994
Apprentice / Journeyman

Education

Washburne Trade School (1989)
B.A. Applied Psychology –
Loyola University (1985)

Michael J. Maicke

Executive Vice President

Profile

Divane Bros. Electric Co.– *Executive Vice President* responsibilities include:

- Oversee Operations of Project Management & Estimating Department
- Work in Conjunction with Labor to Coordinate Installation of Large Scale Construction Projects
- New Business Development Work with Targeted Customers in Both the Public and Private Sectors

Divane Bros. Electric Co.– *Division Manager* responsibilities include:

- Supervise a Team of Project Managers Associated with all Large Scale Construction Projects
- Oversee Operations of Divane Bros. Electric Co. Indianapolis Office

Projects

Divane Bros. Electric Co.– *Project Manager* with responsibilities for the following projects (1996 to 2001)

- **O’Hare International Airport – Chicago, IL**
 - Hangar Alley – Roadway Lighting
 - Taxiway “T” Rehabilitation
 - Southeast Service Road Security Installation
 - Terminal 5 Elevator Addition
 - Taxiway “M” Rehabilitation
 - Taxiway “P” Rehabilitation
- **Midway International Airport – Chicago, IL**
 - Runway 4R/22L Rehabilitation
- **Tinley Park Mental Health Center – Tinley Park, IL**
 - Electrical Distribution
 - Distribution Relocation

Divane Bros. Electric Co.– *General Foreman* with responsibilities for the following projects (1994 to 1996)

- **O’Hare International Airport – Chicago, IL**
 - Airfield Lighting Control
 - O’Hare Campus Connectivity
 - Main Parking Structure Rehabilitation
 - Main Parking Revenue
- **Coca-Cola Bottling Plant – Niles, IL**
 - Addition & Rehabilitation

Employment History

2001 - Present
Divane Bros. Electric Co.
Project Manager

1994 - 2001
Journeyman / Foreman

1992 - 1993
J.C. Power & Control

1982 - 1992
Forbes Electric

Education

IBEW Local #134 Apprenticeship
Program (1985)
Oakton Community College
(1976)
Main Township High School East
(1975)

Training / Certifications

Estimating Structured Cabling
Systems (2001)
Customer Service Training
(2004)
Systemax Structured Cabling
Design & Engineering (2004)
OSHA 10-Hour
CPR
OSHA 30-Hour
First Aid
Systemax Solutions - Systimax
SCS Design & Engineering
Training Program (2004)
NECA - Low Voltage Estimating
Seminar (2000)

David O. Ottow

Senior Project Manager

Projects

Divane Bros. Electric Co. - *Project Manager* with responsibilities for the following projects:

- **Northern Trust Bank - Chicago, IL (4/2010 to 11/2010)**
- Power Distribution & Generator Install
- **St. Mary of Nazareth Hospital - Chicago, IL (2001 to Present)**
- Power Distribution, Fire Alarm & Various Systems
- **Illinois Masonic Medical Center - Chicago, IL (2001 to Present)**
- Power Distribution, Fire Alarm & Various Systems
- **Neurologic & Orthopedic Institute of Chicago (2002 to 2004)**
- Power Distribution, Fire Alarm & Various Systems
- **Chicago Institute for Specialty Care - Chicago, IL (2002 to 2003)**
- Power Distribution, Fire Alarm & Various Systems
- **Chicago Public Schools - Various Locations (2001 to 2002)**
- Burnham High School - LAN Systems
- Schoop High School - LAN Systems
- Lowell High School - LAN Systems
- Harlan High School - LAN Systems
- Milton Lee Olive High School - LAN Systems
- Martin Luther King High School - LAN Systems
- Hyde Park High School - LAN Systems
- **William Rainey Harper College - Palatine, IL (2002)**
- New Construction of Health, Tech & Science Buildings - Power, Lighting, Fire Alarm, Low Voltage Lighting Controls & Emergency Generator
- Tunnel - Site Lighting & New Utility Tunnel with CECO Manholes & Communication Manholes
& Life Safety Upgrade Project (2007)
- **Cook County Office of Capital Planning & Policy - Various Locations, IL (2004 - 2007)**
- 69 W. Washington - Chicago, IL - New Fire Alarm System (2004)
- Maywood Court Complex - Maywood, IL - Countywide Fire
- Juvenile Temporary Detention Center - Fire Alarm
- Provident Hospital - Chicago, IL - Life Safety / Fire Alarm System (2007)

David O. Ottow
Senior Project Manager

- **St. Elizabeth Hospital – Resurrection University – Chicago, IL**

Divane Bros. Electric Co.– *Journeyman / Foreman* with responsibilities for the following projects:

- **Coca-Cola Plant, Niles, IL**
- Power Distribution, Lighting, Machine Wiring
- **Chicago Transit Authority – Chicago, IL**
- CTA Storage Facility – Power & Lighting
- **City of Chicago – Chicago, IL**
- Jardine & South Water Filtration Plants – Security System, Security Cameras with Fiber Optic Link, Card Access System & Integration of all Systems
- **Orchestra Hall – Chicago, IL**
- Power Distribution, Lighting, Programmable Dimmers, Fire Alarm, Security & Sound Systems
- **333 W. Wacker Drive – Chicago, IL**
- Fire Alarm System
- **Chicago Public Schools – Chicago, IL**
- LAN Systems at Various Schools
- **Riverworks Facility – Chicago, IL**
- Fire Alarm System

Employment History

2007 – Present
Divane Bros. Electric Co.
Estimator / Assistant Project
Manager / Project Manager

2007
Overstreet Builders
Assistant Superintendent

Education

Western Illinois University
(2005-2007) – B.S. Construction
Management – Minor in
Management
Morrison Institute of Technology
(2003-2005)

Training / Certifications

Firetide Certified Mesh Engineer
OSHA 30 Hour Certified in
General Industry
OSHA 30 Hour Certified in
Construction
Various estimating and project
management classes through
the Chicagoland Electric
Association

CEAEF
Basics of Electrical Blueprint
Reading (2010)
Electrical Project Management
(2010)

ECA – Electrical Estimating
(2011)

Lean Construction Professional
Unit 1 (2012)
Unit 2 (2012)

NECA "Project Management for
Electrical Contractors – Part I"
(2009)

NECA "Advanced Estimating of
Electrical Construction"
(2012)

Chris Ogden
Project Manager / Estimator

Projects

Divane Bros. Electric Co.– Project Manager / Estimator with
responsibilities for the following projects:

- **Metropolitan Water Reclamation District – TARP Radio Upgrade and Repeater Site (2012-Present)**
 - Acting Project Manager on large scale radio project for MWRDGC.
 - Conducting meetings between Owner & Subs/Suppliers
 - Handling day-to-day project management tasks including, but not limited to: submittals, scheduling, purchasing, sub-contractors, payment applications, and problem solving

- **Various Maintenance Contracts (2011-Present)**
 - Lead project manager in various Maintenance contracts/JOC Contracts/Small Project Requests with the following entities:
 - Lincoln Park Zoo, UIC Hospital Building Maintenance, UIC Telecommunications, Northrop Grumman, AT&T & Sprint (through a GC)

- **CTA Loop Signal Upgrade / Replacement – Chicago, IL (2009-2010)**
 - Prepared detailed pay estimates for owner based upon work
 - Held meetings with CM to discuss pay items and come to agreements and payment amounts
 - Prepared pay estimates for Bulletins which would eventually become contract change orders
 - Acted as office representation for field cut-over activities out on the tracks

- **IBM Operation Virtual Shield Lower Wacker Deployment – Chicago, IL (2009)**
 - Worked as a team with another Project Manager to ensure proper installation of camera system as directed by the owner
 - Kept up with field labor by making multiple job site visits to pass along pertinent information to keep project moving successfully

- **PACE – TSP Demonstration – Chicago, IL (2008-2009)**
 - Coordinated with superintendent to plan and direct field labor for equipment installation
 - Worked directly with PACE Project Manager to ensure timely completion of tasks and provide information as needed for the project
 - Worked directly with sub-contractor for equipment installation on buses

- **Northlake Data Center – Northlake, IL (2008-2009)**
 - Prepared pay estimates based on a T&M contract
 - Assisted field labor in planning and directing future work
 - Created cable label system for all installed cable
 - Worked with other trades to coordinate work in specific areas of data center

Overstreet Buildings (2007)

- May 2007 – August 2007 – College Internship
 - May 2007 – August 2007 – College Internship
 - Assistant Superintendent
 - Assisted in managing up to 7 homes being built, scheduled trades and conducted future homeowner walk thru's

Employment History

November 2012 – Present
Divane Bros. Electric Co.
Quality Assurance Manager

2007 – 2012
Public Building Commission
of Chicago
Deputy Director of Municipal
Construction / Senior Project
Manager

2001 - 2007
Metropolitan Pier and Exposition
Authority
Director of Construction
Operations

1991 - 2001
Earth Tech
Construction Manager

1986 - 1989
Thomas J. McHugh, Engineering
Consultant
Associate

Education / Certificates

1991 - BSCE
Purdue University

1987 – AS
William Rainey Harper College

Total Quality Management –
Earth Tech In-House Training

Timothy J. McHugh
Quality Assurance Manager

Profile

Divane Bros. Electric Co. (2012 to Present)

- Directly supervise Quality Department. Carry out supervisory responsibilities in accordance with organization policies and applicable industry standards.
- Review and approve the company Quality Management Plan (QMP) and ensure the quality system is implemented and maintained throughout the organization.
- Organize and manager quality assurance functions in close cooperation with the company's management team. Providing communication and training on the company's goals and policies resulting in a team oriented environment and achievement of the company's goals.
- Ensure all projects and validations are in compliance with the QMP as well as customer requirements by providing oversight of quality control activities and performing construction site visits and inspections.
- Establish and maintain systems for collecting data related to customer satisfaction and nonconformance in order to identify areas of opportunities for process improvements.
- Oversee and perform internal process and project audits as well as external supplier and subcontractor audits. Verify effectiveness of all corrective actions to ensure continual improvement.
- Participate in customer audits.
- Provide assistance with maintaining corporate process flow charts, maintenance of document control systems, and standardizing project templates.
- Responsible for training and qualification certifications for all employees to include all quality related training at all levels of the organization.
- Maintain a high level of interaction with Quality Department employees, all internal customers, and external customers with regards the QMP as well as present and future industry expectations.
- Act as the Quality Committee Chairperson and the Management Review Chairperson.

Public Building Commission of Chicago (2007 to 2012)

- Provided comments and editing of quality assurance procedures to be followed by all project managers. This included the content of Non-Conformance Reports, Material Delivery and Inspection Reports, and other Quality Assurance forms.

- Conducted training sessions on how project managers should review plans and specifications to determine which quality assurance tests owner was to perform, and assemble scope of work for hiring owner's independent testing laboratory.
- Regularly met with client agencies to ensure project managers were meeting client expectations of problem resolution and communication of project progress.
- Ensured project managers were properly scheduling quality assurance tests based on scope of work for owner's lab. Utilizing required quality assurance documents and filing them correctly.
- Conducted audits on contractor's quality assurance programs to ensure program was being performed according to the published plan.
- Authored Quality Deficiency Reports and trained junior project managers on how to write them. Also ensured open QDR's were being tracked, and resolved.
- Filled out subcontractor evaluation scorecards.

Metropolitan Pier and Exposition Authority (2001 to 2007)

- Managed in-house trade labor observers, five consulting engineers, and three architects of record. Performed quality assurance reviews on a daily basis throughout construction of the West Expansion.
- Responsible to ensure that plans and specifications of projects were being followed by contractors.
- Oversaw quality assurance testing performed by contractors and owner's testing firms on multiple projects including asbestos abatement, LUST fund and Soil Remediation Projects. Acted as owner's representative in meetings with Illinois Environmental Protection Agency to review remediation plans, permitting, and progress.
- Authored scopes of work and managed contracts for independent testing laboratories hired by owner.
- Participated in wind tunnel testing of full scale mock-up construction of curtain wall, metal panel, precast concrete, and masonry wall systems.
- Monitored and documented start-up and commissioning of HVAC, kitchen, and pumping equipment.

Earth Tech (1991 to 2001)

- Authored Documentation Reports detailing quality assurance testing methods that met state requirements of landfill construction. These reports were then reviewed by the State regulatory agencies which determined if the landfill could or could not be granted an operating permit.
- Reviewed results from contractor performed quality assurance tests to ensure specification limits were met. Documented those which did not meet requirements and authored letters requesting information on corrective actions to be performed and time frame for the action to be taken.
- Trained junior staff on proper construction quality assurance testing procedures and techniques.
- Performed quality assurance tests on fill, concrete, and hot mix asphalt.

Timothy J. McHugh
Quality Assurance Manager

- Graduated from company specific Total Quality Management training.

Thomas J. McHugh, Engineering Consultant (1986 to 1989)

- Analyzed existing bridge structures and made removal and replacement recommendations. Observed existing bridge removals. Designed new footings for replacement bridges. Provided survey layout, staking, and observation of the construction of the footings which included setting anchor bolt locations onto which the prefabricated bridge structure was set in place. Analyzed existing storm sewer system. Conducted a feasibility study for upgrading the system, designed the chosen upgrade, prepared the bidding documents, provided construction layout, and observed the installation of the new storm sewer.

Employment History

2005 – Present
Divane Bros. Electric Co.
Director of Safety

2001-2005
Ceisel Masonry, Inc.
Safety Coordinator

Education

B.A. in Organizational
Communications with Focuses in
Psychology and Sociology – Michigan
State University (2001)

Achievements/Publications

Awarded "Top 100 Women in Safety"
by the ASSE 2011
"Building a Safety Culture" –
Construction Connection Magazine,
Spring 2011
MICCS Certified
PICS Certified
ISNETWORLD Certified

Certifications

Certified Safety Professional
145 Hour OSHA
30 Hour OSHA
10 Hour OSHA
Certified OSHA Outreach Trainer
Overhead Power Lines
Silica Awareness
Lead Awareness
Forklift Training
Scaffold Training Trainer / Hydro-
Mobile Training
Job Safety Analysis
NFPA 70E Trainer
Roadway Worker Trainer
1st Aid/CPR
NFPA Hazardous Locations
CTA and Metra Rail Safety
DOT Compliance Training
Crosby Rigging
Crane
Fall Protection
Excavation
Work Zone Hazard
Awareness/Flagger Certified
Drug Testing Awareness
Reasonable Suspicion Certified
Confined Space
ATSSA Work Zone Supervisor
Crane Signal and Rigging Trainer

Association Affiliations

Association of Subcontractors and
Affiliates (ASA)
American Society of Safety
Engineers (ASSE)
Board of Certified Safety
Professionals (BCSP)

Melanie Berg, CSP
Director of Safety

Profile

Responsibilities include:

- Provide resources, direction and audits to integrate safety into the management system.
- Establish and maintain safety education and training for personnel at all levels from executives to entry-level personnel.
- Prepare and maintain safety records, analysis, evaluation and reports to improve the company's safety performance and comply with all government agencies, insurance carriers and internal procedures.
- Work with management, supervisors, safety committees and employees to maintain and implement new and ongoing safety programs and comply with recommendations provided by outside consultants, OSHA inspections and insurance companies.
- Conduct announced and unannounced inspections of jobsites to determine compliance with federal regulations: provide guidance and make recommendations for corrective action, prepare formal reports and annual statistics of the inspections.
- Annually update the company's safety manual, checklist and inspection.
- Perform all new employee and foremen safety orientations
- Included in all pre-job set up decisions concerning safety and prepare Jobsite Safety Analysis for each project.
- Manage all Workers' Compensation claims and annual audits, prepare all required forms for OSHA.
- Apply my expertise while investigating incidents and use the information gained to prepare reports which layout changes to procedures, regulations and policies.
- Develop emergency evacuation procedures for each jobsite.
- Ensure the effectiveness of the company's safety recognition program and disciplinary program.
- Hold the position of Department of Transportation Program Manager.
- Supervise and manage safety department staff. Staff currently consists of 7 direct reports.
- Administrate Safety Committee and Safety sub-committee.
- Recommend programs and activities that will develop and maintain employee motivation in safety and the corporate safety culture.
- Concentrate on all functions of the Experience Modification Rating.
- Develop emergency evacuation procedures for each jobsite.
- Make available all necessary personal protection equipment, job safety material and first aid equipment.
- Mentor subcontractors in regards to their corporate safety programs.

Melanie Berg, CSP
Director of Safety

Achievements include:

- Reduced Experience Modification Rate by approx. 50% in five years by reducing injuries within the company approximately 50% annually.
- Designed and Implemented following programs:
 - Safety Recognition Program – Emphasizing employee participation and feedback
 - Daily Jobsite Hazard Analysis Program
 - Interactive Web-based new employee orientation training
 - Employee Health and Wellness Program
 - Employee Daily Stretching/Warm-up program
 - Established a positive safety culture
 - Behavior Based Safety Program
- Implemented extreme changes with the handling of worker injuries.
- Closed all workmen compensation claims by insurance year end.
- Reduced all OSHA rates below industry averages.
- Designing and implementing various programs to achieve an injury free workplace.
- Awarded "Top 100 Women Making a Difference" in 2011 by the American Society of Safety Engineers.

Employment History

1998 – Present
Divane Bros. Electric Co.
Superintendent

1985 - 1998
General Foreman

1984 – 1985
Foreman

1980 – 1984
Apprentice

1977 - 1980
Transportation Department

Education

Local 134 EJATC –
Apprenticeship
NECA Electrical Estimating
CEA Leadership Dynamics
ECA Business Profit Strategies
for Successful Contractors
ECA Corporate Planning for
Contractors

Safety

Training / Certificates

OSHA 10-Hour
OSHA 30-Hour
First Aid
CPR
Confined Space
Fall Protection
Lock-Out / Tag-Out
Competent Person
ARC Flash

Associations

Ground Hog Member
ASA Chicago President

Michael Hancock

Superintendent

Profile

Mr. Hancock has 35 years electrical contracting experience. Mr. Hancock is currently the General Superintendent for Divane Bros. Electric Co. His overall responsibilities include pre-planning for job startup, daily site visits, working on job progress with Foreman. Address tool & equipment needs on job by job basis.

Divane Bros. Electric Co.– General Superintendent

- **U.S. Cellular Upgrades**
- **Soldier Field Renovation**
- **Mc 4 West Expansion**
- **CTA Howard Station**
- **CTA System Wide CCTV**
- **MWRD Scada Projects**
- **Malcom X College Energy**
- **Practice Hospital Temperature Control**
- **Microsoft Northlake**
- **Dupage Water Photovoltaic**
- **Metea Valley High School**
- **NICTD Signal**
- **O’Hare South Lighting Vault**

Divane Bros. Electric Co.– General Foreman

- **Orchestra Hall - Chicago, IL**
- **State Street Renovation – Chicago, IL**
- **Marriott Hotel – Michigan Avenue – Chicago, IL**
- **Orchestra Hall Service Relocations – Chicago, IL**
- **Navy Pier Site Lighting – Chicago, IL**
- **Roosevelt Road Bascule Bridge of the Chicago River – Chicago, IL**
- **Cabrini Hospital – Fire Alarm Additions – Chicago, IL**
- **Cook County Hospital Emergency Room & Trauma Center – Chicago, IL**
- **Cook County Jail Division #9 – Maximum Security Project – Chicago, IL**
- **O’Hare International Airport – Chicago, IL**
 - H/R Computer Room with Fiber Links
 - Airfield Lighting Cable Replacement
 - South Airfield Lighting Vault Relocation
 - Kennedy Expressway Roadway Lighting at O’Hare
 - Runway 4 Left Approach Lighting
 - Inner and Outer Taxiway
 - 9/27 Runway Renovation

Divane Bros. Electric Co. – Foreman

- **American Airlines Lot Lighting – Chicago, IL**
- **Metra Yard - Stand-By Power Bridge – West Chicago, IL**

Divane Bros. Electric Co. – Apprentice

- **Metropolitan Water Reclamation District of Greater Chicago**
– Mainstream Pumping Station Project – Chicago, IL
- **Continental Bank – Office Build-Outs – Chicago, IL**
- **Palmer House Renovation of Guest Rooms – Chicago, IL**
- **Palmer House 7th Floor Conference Center – Chicago, IL**
- **Service Truck – Miscellaneous Projects**

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

TO:

CC:

FROM:

NAME OF BIDDER _____

STREET ADDRESS _____

CITY, STATE & ZIP CODE _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME: _____

- A. Specification Section and Paragraph number describing product specified: _____
- B. Name product specified which proposed substitute is intended to replace. Attached an itemized comparison of the technical characteristics of the proposed substitution and the specified product.
- C. Proposed Substitute:
1. Name and Model No. _____
 2. Description: _____

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

 5. Attach a color chart, if applicable.
 6. Attach installation instructions.
- D. Manufacturer's Experience. Attach the following:
1. Evidence of past performance for prompt delivery.
 2. Evidence of past performance of efficiency in servicing products.
- E. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule.

REQUEST FOR SUBSTITUTION FORM
(PART 2 OF 2)

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

ARTICLE IX. GREEN CONSTRUCTION

Sec. 30-950. Board of Commissioners findings.

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

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

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

Department means the Cook County Department of Environmental Control.

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

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

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

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

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

Standards (69 Fed. Reg. 38958); Level 3 Control also includes new diesel engines meeting said emissions standards.

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

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

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

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

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

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

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

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

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

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

Sec. 30-952. Emission reduction.

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

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

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

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

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

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

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

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

Sec. 30-953. Costs.

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

Sec. 30-954. Compliance.

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

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

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

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

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

Sec. 30-955. Enforcement.

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

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

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

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

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

Owner

Cook County Office of
Capital Planning & Policy
Chicago, Illinois

Customer

Cook County Office of
Capital Planning & Policy
Chicago, Illinois

Location

Durand Building
Hektoen Building
Juvenile Temporary
Detention Center
Hawthorne Warehouse
Chicago, Illinois

Services

- Project Management
- New Construction
- Demolition of Existing Structures

Date

November 2006 – May 2008

Key Personnel

Kevin Commare, Project
Mgr.
John Farney, Foreman
Frank DiCosola, Foreman
Jim Jakelski, Foreman

Construction Cost

\$5,867,000.00

County of Cook Countywide Fire & Life Safety System Upgrade Package #4

Scope of Services

Electrical Construction Services were provided for life safety improvements at various locations (4) four Cook County Buildings. Work included fire alarm retrofit, fire door replacements, generator system re-work and lighting upgrades.



Project Description

The project involved (4) four different facilities all owned and operated by the Cook County. Each building was scheduled for a new fire alarm system to be installed with current NFPA standards in conjunction with all local codes. The work was to be conducted without any interruption of the facilities while the existing fire alarm was fully operational. The new fire alarm system had to be tested and placed into service before the existing system was to be removed.

In addition to this scheduling task, the Juvenile Center required the replacement of the emergency generator along with the ATS (Automatic Transfer Switches) under which no shut downs were allowed. New emergency lighting and exit signage was also included with the scope of the work at all facilities.

As the prime contractor our field and office staff worked along with our subcontractors to install new walls, doors, modifications to the existing sprinkler riser systems as well as the installation of a complete new fire pump controller and fire pump.

The Hektoen and Durand buildings were adjacent to each other and the A/E designed a completely new 750KW emergency generator to feed both life safety systems to both facilities. This work was also completed while the building conducted its normal operational responsibilities.

Owner

U.S. Equities
Chicago, Illinois

Customer

Convergent Technologies
Buffalo Grove, Illinois

Location

Cook County Building
69 W. Washington Street
Chicago, Illinois

Services

- Project Management
- New Construction
- Demolition of Existing Structures
- Fire Alarm System

Date

February 2004 – June 2005

Key Personnel

Dave Ottow, Project Manager
Pat Burchfield, General Foreman

Construction Cost

\$1,071,000.00

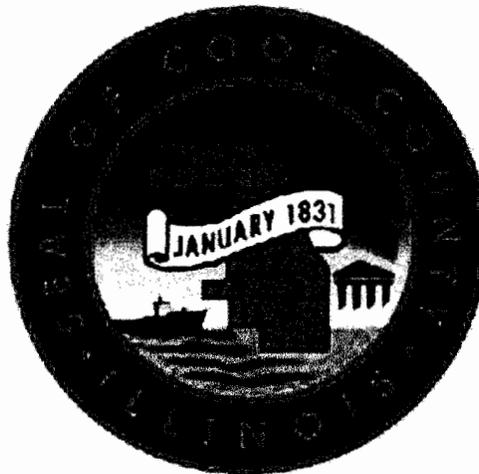
Cook County Building Fire Alarm System

Scope of Services

Electrical Construction Services were provided to install a new voice evacuation fire alarm system. The system included detection, notification, one-way and two-way voice systems.

Divane Bros. Electric Co. teamed with Windy City Electric and Ace Mechanical for the installation on this project. Due to the large amount of work in occupied spaces, approximately half of this project was completed during "off-hours". Our crews were able to complete this project with a minimum of disruption to the tenants of the building.

Upon completion and acceptance of the new fire alarm system the old fire alarm system was removed from the building.



Owner

County of Cook
Chicago, Illinois

Customer

County of Cook
Chicago, Illinois

Location

Provident Hospital
Chicago, Illinois

Services

- Project Management
- New Construction
- Demolition of Existing Structures

Date

September 2006 – May 2008

Key Personnel

Steve Ottow, Project Mgr.
Mike Pierce, Foreman

Construction Cost

\$2,112,000.00 – Est.

County of Cook Provident Hospital Life Safety Project

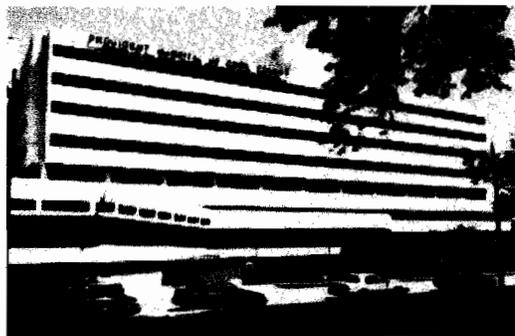
Scope of Services

Electrical Construction Services were provided for the installation of a new fire alarm system in Provident Hospital and Sengstacke Clinic along with the removal and replacement of the security doors for the maternity area.

Project Description

This project consisted of installing a voice evacuation fire alarm system at Provident Hospital and the adjoining Sengstacke Clinic. This included notification, detection, one-way and two-way voice communication. Since this is an occupied facility, a fully operational fire alarm system had to be maintained during the course of this project.

Divane Bros. Electric Co. worked closely with the hospital staff to coordinate the installation. Patients were moved to provide work areas for our crews. Divane Bros. also worked in conjunction with the infection control department to ensure there was no transfer of dust or construction debris to patient care areas. This type of communication with the customer allowed Divane Bros. to complete the installation with a minimum of disruption to the operation of the hospital.



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MISCELLANEOUS FORMS

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BID DEPOSIT FORM

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

TO: County of Cook

BID FOR: JUVENILE TEMPORARY DETENTION CENTER DIGITAL VIDEO PROJECT

BID DOCUMENT NUMBER: 1318-12719 BID OPENING DATE: 06/25/13

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

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

Drawn on: _____ of: _____
BANK CITY STATE

Draft or Check Number: _____ Dated: _____

Amount: \$ 1% OF TOTAL BID

Submitted by: DIVANE BROS. ELECTRIC CO.
BIDDER'S NAME

2424 N. 25TH AVE.
STREET ADDRESS

FRANKLIN PARK, IL 60131
CITY STATE ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

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

MF-1



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Divane Bros. Electric Co.
2424 N 25th Ave
Franklin Park IL 60131

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Board of Commissioners - Cook County
118 N Clark St
Chicago IL 60602

BOND AMOUNT: \$1% of Bid Amount (One percent of amount bid.)

PROJECT:

(Name, location or address, and Project number, if any)

Juvenile Temporary Detention Center Digital Video Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of June 2013

(Witness)

Divane Bros. Electric Co.

(Principal) (Seal)

(Title) Daniel J. Divane IV, President

(Witness)

Liberty Mutual Insurance Company

(Surety) (Seal)

(Title) Michael Rabe (Attorney in Fact)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

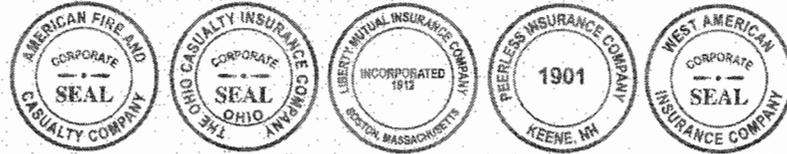
American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company Peerless Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, RICHARD WATERS, FRANK BARTSCH, MICHAEL RABE, LUCIANNE BISCHOFF, JIM DROST, KEVIN CRYER,

all of the city of CRYSTAL LAKE, state of ILLINOIS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 22nd day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of June, 2013.



By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

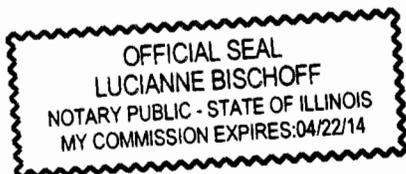
To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF Illinois

}

COUNTY OF McHenry

On this 25th day of June, 2013, before me, a notary public, within and for said County and State, personally appeared Michael Rabe to me personally known, who being duly sworn, upon oath did say that he/she is the Attorney in Fact of and for the Liberty Mutual Insurance Company, a corporation created, organized and existing under and by virtue of the laws of the State of Massachusetts that the corporate seal affixed to the foregoing within instrument is the seal of said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Michael Rabe did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Lucianne Bischoff

Notary Public

4. He certifies that:

(a) the legal name and the business address of the undersigned are:
QUANTUM CROSSINGS LLC
111 EAST WACKER DR. - SUITE 990
CHICAGO, IL 60601

(b) The undersigned is (check one):

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

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

NAME	TITLE	ADDRESS
Roger J. Martinez	President & CEO	111 E. Wacker, #990, Chicago, IL
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR: QUANTUM CROSSINGS, LLC - ROGER MARTINEZ, PRESIDENT

SIGNATURE: *Roger J. Martinez*

DATE: 07/30/13

MF-3a

N/A

COUNTY OF COOK
AFFIDAVIT OF JOINT VENTURE (DBE)

CONTRACT TITLE: _____

CONTRACT NUMBER: _____

I. **Name of Joint Venture:**

Address of Joint Venture:

_____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Information:

Phone Number: (____) _____

Fax Number: (____) _____

E-Mail Address: _____ @ _____

II. **Identify each (Non) DBE Joint Venture Partner(s):**

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: (____) _____

E-Mail Address: _____ @ _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: (____) _____

E-Mail Address: _____ @ _____

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

Page 2 of 10

III. Identify each DBE Joint Venture Partner(s)

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: (_____) _____

E-Mail Address: _____ @ _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: (_____) _____

E-Mail Address: _____ @ _____

Identify each DBE Joint Venture Partner(s)

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: (_____) _____

E-Mail Address: _____ @ _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: (_____) _____

E-Mail Address: _____ @ _____

MF-4a

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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IV. Describe the role(s) of each DBE Joint Venture Partner(s) in this Joint Venture: (condense)

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

V. Attach a copy of the Joint Venture Agreement:

The Joint Venture Agreement should detail share of ownership, control, management, risk and profit for each partner, and at a minimum contain specific details as following:

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

MF-4b

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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VI. Ownership of the Joint Venture:

- (a). What are the Name(s), Percentages(s) of ownership and capital contribution for each (NON) DBE Joint Venture Partner?

Name of (NON) DBE: _____

(NON) DBE Ownership Percentage: _____ %

Capital Contribution: _____

Name of (NON) DBE: _____

(NON) DBE Ownership Percentage: _____ %

Total (NON) DBE Ownership Percentage: _____ %

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

Name of DBE: _____

DBE Ownership Percentage: _____ %

Name of DBE: _____

DBE Ownership Percentage: _____ %

Total DBE Ownership Percentage: _____ %

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

Name of DBE: _____

DBE Ownership Percentage: _____ %

Name of DBE: _____

DBE Ownership Percentage: _____ %

Total DBE Ownership Percentage: _____ %

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

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COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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VII. Capital Contributions - Dollar amounts of Initial Contributions to be detailed as follows:

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

_____ \$ _____
_____ \$ _____

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

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

_____ \$ _____
_____ \$ _____

Total Dollar Amount of Initial Contribution by DBE Joint Venture Partner(s)
\$ _____

On-Going Capital Contributions during the course of this contract must be made by each Joint Venture Partner and be based on their percentage of ownership in this Joint Venture.

VIII. Contributions of Equipment and Supplies (Identify the types of Equipment and/or Supplies to be provided by each Joint Venture Partner:

Name of (Non) DBE Firm: _____

Types of Equipment/Supplies: _____

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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Name of (Non) DBE Firm: _____

Type of Equipment/Supplies: _____

Name of DBE Firm: _____

Type of Equipment/Supplies: _____

Name of DBE Firm: _____

Type of Equipment/Supplies: _____

IX. Written Agreements: (put at the end of this affidavit before you swear)

Please attach to this Joint Venture Affidavit ALL written agreements between any and all of the Joint Venture Partners concerning this contract.

All Joint Venture Partners signing onto this agreement do so with the understanding that any written agreements between any and all of the Joint Venture Partners must not limit or in any way restrict the Ownership and/or Control of any DBE Joint Venture Partner.

All Joint Venture Partners signing onto this agreement do also understand and agree that that should the language of any written agreements between any and all of the Joint Venture Partners concerning this contract be in conflict with this affidavit, that this COUNTY OF COOK AFFIDAVIT OF JOINT VENTURE (DBE) will be the Prevailing Document.

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
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X. Control of and Participation in the Joint Venture:

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

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

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

(b) Joint Venture check signing:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

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

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

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

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

(e) Negotiating and signing labor agreements:

<u>Firm Name:</u>	<u>Individual Name/Title</u>
_____	_____
_____	_____

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
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(f) Management of Contract Performance in the following areas:

1. Supervision of Field Operations:

Firm Name:

Individual Name/Title

2. Major Purchases:

Firm Name:

Individual Name/Title

3. Estimating:

Firm Name:

Individual Name/Title

4. Engineering:

Firm Name:

Individual Name/Title

XI. Financial Controls of the Joint Venture:

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

Firm Name:

Individual Name/Title

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

Firm Name:

Individual Name/Title

Dollar amount of compensation: \$ _____

MF-4g

COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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XII. State the approximate number of employees working on this joint venture project (by Trade) and indicate whether they will be employees of the (NON) DBE firm(s), DBE firm(s) or Joint Venture:

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

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COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE
AFFIDAVIT OF JOINT VENTURE (DBE)
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The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each Joint Venture Partner in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual Joint Venture work and the payment therefore and any proposed changes in any provisions of the Joint Venture Agreement and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venture Partner relevant to the Joint Venture by authorized representatives of the County or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note If after filing this Affidavit and before completion on the Joint Venture work on the project, there is any change in the information submitted, the Joint Venture must inform the Director of the Office of Contract Compliance of the County of Cook within ten business days of any such change.

Name of DBE Partner Firm

Name of (NON) DBE Partner Firm

Name and Title of Affiant

Name and Title of Affiant

Signature of Affiant

Signature of Affiant

On this _____ day of _____, 20____, the above signed officers

(Names of Affiants)

personally appeared and known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____ / _____ / _____

STATUS REPORT OF PAYMENTS TO DBE PARTICIPANTS

Contract Title: _____

Contract Number: _____ Date: ____ / ____ / ____

STATE OF: _____ **COUNTY OF:** _____

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title-Print or Type)

and duly authorized representative of _____
(Name of Company-Print or Type)

 (Address of Company)

 (Telephone Number)

and that the following Disadvantaged Business Enterprises (DBEs) have executed Letters of Intent and have performed services or provided supplies on the above referenced contract; and there is due and to become due to them, respectively the amounts set opposite their names for services/supplies as stated; and that this a true and complete statement of all such DBEs and of the amounts paid, due and to become due to them:

DBE NAME	AMOUNT OF CONTRACT	AMOUNT PURCHASED	AMOUNT PAID TO DATE
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Total amount of contract: \$ _____

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

Total amount purchased from DBEs to date: \$ _____

Total amount paid to DBEs to date: \$ _____

STATUS REPORT OF PAYMENTS TO DBE PARTICIPANTS

Page 2 of 2

Contract Title: _____

Contract Number: _____

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

Name of Bidder: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County of _____

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

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

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

Signature of Notary Public (Seal)

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

MF-5a



SUBCONTRACTOR/SUPPLIER MONTHLY PARTICIPATION PAYMENT REPORT

Contract Title: _____

Contract Number: _____

Date: _____

Subcontractor/Supplier: _____

Contact Person: _____ **Title:** _____

Address: _____ **City:** _____

State: _____ **Zip Code:** _____ **Telephone Number:** _____

Fax Number: _____ **e-mail address:** _____

Prime Contractor: _____

Contact Person: _____ **Title:** _____

Address: _____ **City:** _____

State: _____ **Zip Code:** _____ **Telephone Number:** _____

Fax Number: _____ **e-mail address:** _____

Amount of Prime Contract: \$ _____

Amount of Subcontract: \$ _____

Description of Service/Supply: _____

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

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

RETURN THIS FORM TO:

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

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PROPOSAL EXECUTION FORMS

<u>DESCRIPTION</u>	<u>PAGE</u>
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Proposal Agreements	PE-2
Pre-Bid Field Inspection	PE-3
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Surety's Statement of Qualification for Bonding	PE-5
DBE Utilization Plan	PE 6/6e
Vendor Certifications	PE-7/7i
Proposal Execution	
Sole Proprietor	PE-8
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Proposal Acceptance	PE-12

BID PROPOSAL

CONTRACT NO.: 1318-12719

PROPOSAL SUBMITTED BY: DIVANE BROS. ELECTRIC CO.

The Bidder has carefully examined the Contract Documents and has inspected the premises and the conditions affecting the Work. The Bidder agrees to submit its bid without limitations or exceptions, except as permitted by the Contract Documents. The Bidder represents and warrants that this Bid is the lump sum bid price all-inclusive, for the completion of the Project, including all labor, materials, and incidentals necessary thereto as represented by the Contract Documents. Bidder represents and warrants that the work shall be performed in a diligent, workmanlike manner and the Project shall, upon completion, be ready for use and/or occupancy for its intended purpose.

TO: THE COUNTY OF COOK

FOR PROJECT: Cook County Juvenile Temporary Detention Center Digital Video Project

LOCATION: Juvenile Temporary Detention Center
1100 South Hamilton Avenue
Chicago, Illinois 60612

COMPLETION: Time is of the Essence of this Contract. The Bidder agrees that, if awarded a contract for the work, the Bidder will start promptly upon receipt of the written Notice to Proceed from the Director and will complete all work within **180 CALENDAR DAYS.**

ADDENDUM RECEIPT: The receipt of the following addenda to the Contract Documents is acknowledged. Failure by Bidder to acknowledge any addenda issued may render the bid non-responsive.

Addendum No. <u> #1 </u>	Date: <u> 06/21/13 </u>
Addendum No. <u> #2 </u>	Date: <u> 06/25/13 </u>
Addendum No. <u> </u>	Date: <u> </u>

TOTAL LUMP SUM BID: _____

FOUR MILLION NINE HUNDRED NINETY EIGHT THOUSAND AND 00/100 DOLLARS \$ 4,998,000.00

(Specify Amount in Writing)

(Specify Amount in Dollars)

BID BREAKDOWN:

I. BASE BID BREAKDOWN

The Bidder shall provide a breakdown for the following categories:

A. Bond	\$ <u>50,000.00</u>
B. Conditions of the Contract	\$ <u>100,000.00</u>
C. Video Surveillance System	\$ <u>2,000,000.00</u>
D. RFID System, Telecommunications, Wireless Network	\$ <u>800,000.00</u>
E. Electrical	\$ <u>1,600,000.00</u>
F. Allowance No. 1: Additional Device Installation	\$100,000.00
G. Allowance No. 2: Unforeseen Conditions	\$50,000.00
H. Mobilization	\$ <u>248,000.00</u>
I. Construction (includes all warranties and guarantees)	\$ <u>50,000.00</u>

II. UNIT PRICES

- A. Refer also to pricing forms "Attachment 1: Services and System Components Unit Prices" attached to this section. This document must be completed and returned with Volume 1 as part of a complete bid submittal.

PROPOSAL AGREEMENTS

BID

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

PERFORMANCE AND PAYMENT BONDS

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

EXAMINATION

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

PERFORMANCE

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

ACCEPTANCE OF PROPOSAL

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

CONTRACT DOCUMENTS

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

PRE-BID FIELD INSPECTION

INSPECTION DATE 6/11/13

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

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

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

CHRIS OGDEN
NAME


SIGNATURE

PROJECT MANAGER
OFFICIAL CAPACITY

DIVANE BROS. ELECTRIC CO.
COMPANY NAME

847-455-7143
TELEPHONE NUMBER

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

INSPECTION CONFIRMED BY:



6-11-13
DATE

CONTRACTOR'S
CERTIFICATE CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

Recipient:

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

Date: 06/25/13

Project Number: 1318-12719

JUVENILE TEMPORARY DETENTION

Project Name: CENTER DIGITAL VIDEO PROJECT

-
1. The undersigned, having executed a Contract with the County of Cook for the construction of the above-identified project, acknowledges that:
 - (a) The Labor Standard provisions are included in the aforesaid Contract;
 - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;

 2. He certifies that:
 - (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

 3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.

4. He certifies that:

(a) the legal name and the business address of the undersigned are: DIVANE BROS. ELECTRIC CO.

(b) The undersigned is (check one):

_____ Sole Proprietorship
_____ Partnership
_____ **XX** Corporation
_____ Other Organization (Describe)

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

NAME	TITLE	ADDRESS
SEE ATTACHED LIST		

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

NAME	ADDRESS	NATURE OF INTEREST
SEE ATTACHED LIST		

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

NAME	ADDRESS	TRADE CLASSIFICATION
N/A		

CONTRACTOR: DIVANE BROS. ELECTRIC CO.
SIGNATURE: 
DATE: 06/25/13

divane bros. electric co.

2424 NORTH 25th AVE., P.O. BOX 937, FRANKLIN PARK, IL 60131-0937
PHONE: (847) 455-7143 FAX: (847) 455-7899



ELECTRICAL
CONTRACTORS

DIVANE BROS. ELECTRIC CO.

SHAREHOLDER'S

JANUARY 2013

WILLIAM T. DIVANE JR.	CHAIRMAN/CEO	35.08%
DANIEL J. DIVANE IV	PRESIDENT	7.58%
MICHAEL P. HANCOCK	SUPERINTENDENT	7.58%
RYAN HOLBROOK	PROJECT MANAGER	4.28%
MICHAEL J. MAICKE	EXEC. VICE PRESIDENT	7.58%
JOHN T. RAICHE	VP FINANCE/ADMINISTRATION SECRETARY/TREASURER	7.58%
ALAN ROHDE	CHIEF ESTIMATOR	7.58%
ROBERT SCHAEFFER JR.	DIVISION MANAGER	7.58%
JOHN SEIBERT	PURCHASING DIRECTOR	7.58%
PATRICK J. SUGRUE	PROJECT MANAGER	7.58%

SURETY'S STATEMENT
OF
QUALIFICATION FOR BONDING

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

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

The undersigned confirms that Liberty Mutual Insurance Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the
bid/contract 1318-12719 to Divane Bros. Electric Co.
(NUMBER) (BIDDER)

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



(SURETY COMPANY'S AUTHORIZED SIGNATURE)

Michael Rabe
(ATTORNEY-IN FACT)

002283 23043
AMB # NAIC #

SURETY
CORPORATE
SEAL

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

American Fire and Casualty Company Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company Peerless Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, RICHARD WATERS, FRANK BARTSCH, MICHAEL RABE, LUCIANNE BISCHOFF, JIM DROST, KEVIN CRYER,

all of the city of CRYSTAL LAKE, state of ILLINOIS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 22nd day of February, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of June, 2012.



By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

STATE OF Illinois

}

COUNTY OF McHenry

On this 25th day of June, 2013, before me, a notary public, within and for said County and State, personally appeared Michael Rabe to me personally known, who being duly sworn, upon oath did say that he/she is the Attorney in Fact of and for the Liberty Mutual Insurance Company, a corporation created, organized and existing under and by virtue of the laws of the State of Massachusetts that the corporate seal affixed to the foregoing within instrument is the seal of said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Michael Rabe did acknowledge that he/she executed the said instrument as the free act and deed of said Company.



Lucianne Bischoff
Notary Public

DBE Utilization Plan

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

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

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

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

Name of DBE Subcontractor/Supplier: QUANTUM CROSSINGS LLC

Contact Person: ROGER MARTINEZ Title: PRESIDENT

Address: 111 E. WACKER DR. - SUITE 990 - CHICAGO, IL 60601

E mail: rmartinez@quantumcrossings.com Telephone No: (312) 651-5300

Amount of Subcontract: \$ \$1,750,000.00

Percentage of the total base bid: _____ 35 %

Description of the work: FURNISH AND INSTALL RFID, WIRELESS ACCESS POINTS, CISCO SWITCHES

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

N/A

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

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason DBE was not used: _____

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason DBE was not used: _____

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: \$ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason DBE was not used: _____

N/A

DBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

CHECKED BY BIDDER IF COMPLETED

- _____ Identified portions of the project work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- _____ Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- _____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- _____ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- _____ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- _____ Utilized resources available to identify available DBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups; local, state and federal; and other organizations that provide assistance in the recruitment and placement of DBEs.

PE-6b

N/A

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

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

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

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

JUVENILE TEMPORARY DETENTION

Contract Title: CENTER DIGITAL VIDEO PROJECT Contract Number: 1318-12719

Prime proposer: DIVANE BROS. ELECTRIC CO.

Address: 2424 N. 25TH AVE. FRANKLIN PARK IL 60131
Street City State Zip Code

Telephone: (847) 455-7143 Fax: (847) 455-7899 e mail: dand@divanebros.com

Proposed contract amount \$: 4,998,000.00

Proposed subcontract amount: \$: 1,750,000.00

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: QUANTUM CROSSINGS LLC

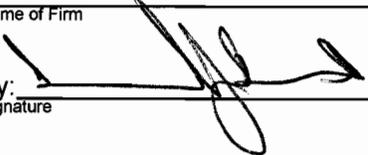
Address: 111 E. WACKER DR. - SUITE 990 CHICAGO IL 60601
Street City State Zip Code

Telephone: (312) 651-5300 Fax: (312) 467-0340 e mail: rmartinez@quantumcrossings.com

Work to be performed by DBE:
Furnish and Install RFID, Wireless Access Points, Cisco Switches and Wiring

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

Prime proposer:
DIVANE BROS. ELECTRIC CO.
Name of Firm


By: Signature

DANIEL J. DIVANE IV
Print Name

PRESIDENT
Title

06/25/13
Date

DBE
QUANTUM CROSSINGS LLC
Name of Firm


By: Signature

ROGER MARTINEZ
Print Name

PRESIDENT
Title

06/25/13
Date

PE-6d

STATE OF ILLINOIS

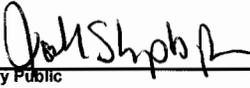
STATE OF ILLINOIS

COUNTY OF COOK

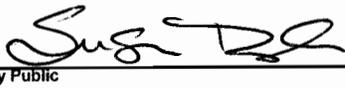
COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me
on the
3RD day of JULY, 20 13.

SUBSCRIBED AND SWORN TO before me
on the
3RD day of JULY, 20 13.



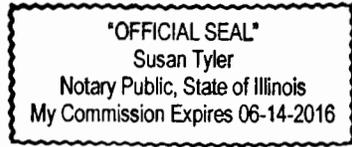
Notary Public



Notary Public

Jonna M. Shipbaugh
Printed Name of Notary

SUSAN TYLER
Printed Name of Notary



The logo for the Chicago Transit Authority (CTA) is a white circle containing the lowercase letters "cta" in a bold, sans-serif font.

CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

February 28, 2012

Roger Martinez
Quantum Crossings, LLC
111 E. Wacker Drive
Suite 990
Chicago, IL 60601

Dear Roger Martinez:

Your firm is currently certified as a Disadvantaged Business Enterprise (DBE) with the Illinois Unified Certification Program (IL UCP) for a period of five years, as provided under 49 CFR Part 26.83 (j). Agency records indicate your firm's certification anniversary renewal date is **April 26, 2015**. As a condition of continued certification for another five-year period, your firm must submit a **No Change Affidavit** to your host agency. This affidavit and supporting documentation (see checklist) must be completed online at www.cta.dbesystem.com and submitted electronically or to the address below within **sixty (60) calendar days** of the date of this letter.

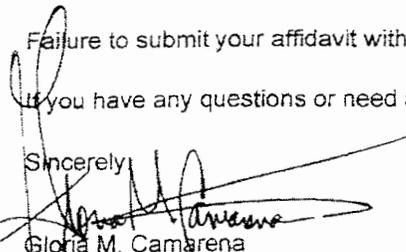
Chicago Transit Authority
Diversity Programs
567 W Lake Street, 4th Floor
Chicago, IL 60661

The affidavit specifically affirms that your firm meets small business size standards and is supported by documentation of your firm's size and gross receipts. Furthermore, if there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Failure to submit your affidavit within the specified time period will result in the removal of your DBE certification.

If you have any questions or need assistance, please call **312-681-2601**.

Sincerely,

A handwritten signature in black ink, appearing to read "Gloria M. Camarena".

Gloria M. Camarena
General Manager
Diversity Programs

**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

PE-7a

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES
(SECTION 5)**

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
N/A	
_____	_____
_____	_____
_____	_____

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

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

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

Yes: XX No: _____

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

2424 N. 25TH AVE. - FRANKLIN PARK, IL 60131

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

Yes: XX No: _____

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

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

_____ Applicant has no "Substantial Owner."

OR

XX The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

PE-7c

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): 12-28-402-012-0000

15-04-209-014-000

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR: N/A

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

N/A

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

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

Privilege Information:

County Privilege: GENERAL CONTRACTOR
 County Department: PURCHASING

Applicant Information:

Last name: DIVANE First Name: WILLIAM MI: T
 SS# (Last Four Digits): 4 5 5 6
 Street Address: 1430 FOREST
 City: RIVER FOREST State: IL Zip: 60505
 Home Phone: (708) 771 - 6318 Drivers License No: D150-9384-2131

Child Support Obligation Information:

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

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

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

Signature: [Signature] Date: 07/25/13

Subscribed and sworn to before me this 25TH day of JULY, 20 13

X [Signature]
 Notary Public Signature

PE-7e



PW4.09

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 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 DIVANE BROS. ELECTRIC CO. D/B/A: _____ EIN NO.: 36-2066660

Street Address: 2424 N. 25TH AVE.

City: FRANKLIN PARK State: IL Zip Code: 60131

Phone No.: (847) 455-7143

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

PE-7f

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
------	---------	-----------------------------------------

SEE ATTACHED

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

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

N/A

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

Name	Address	Percentage of Beneficial Interest	Relationship
------	---------	-----------------------------------	--------------

N/A

Declaration (check the applicable box):

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

I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

DANIEL J. DIVANE IV

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

Signature

dand@divanebros.com

E-mail address

PRESIDENT

Title

06/25/13

Date

(847) 455-7143

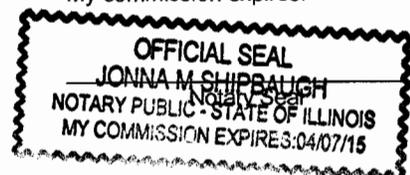
Phone Number

Subscribed to and sworn before me
this 25TH day of JUNE, 2013

X [Signature]
Notary Public Signature

PE-7g

My commission expires:



divane bros. electric co.

2424 NORTH 25th AVE., P.O. BOX 937, FRANKLIN PARK, IL 60131-0937
PHONE: (847) 455-7143 FAX: (847) 455-7899



ELECTRICAL
CONTRACTORS

DIVANE BROS. ELECTRIC CO.

SHAREHOLDER'S

JANUARY 2013

WILLIAM T. DIVANE JR.	CHAIRMAN/CEO	35.08%
DANIEL J. DIVANE IV	PRESIDENT	7.58%
MICHAEL P. HANCOCK	SUPERINTENDENT	7.58%
RYAN HOLBROOK	PROJECT MANAGER	4.28%
MICHAEL J. MAICKE	EXEC. VICE PRESIDENT	7.58%
JOHN T. RAICHE	VP FINANCE/ADMINISTRATION SECRETARY/TREASURER	7.58%
ALAN ROHDE	CHIEF ESTIMATOR	7.58%
ROBERT SCHAEFFER JR.	DIVISION MANAGER	7.58%
JOHN SEIBERT	PURCHASING DIRECTOR	7.58%
PATRICK J. SUGRUE	PROJECT MANAGER	7.58%



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

DEFINITIONS:

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

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

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

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: DIVANE BROS. ELECTRIC CO.

BUSINESS ADDRESS: 2424 N. 25TH AVE.
FRANKLIN PARK, IL 60131

BUSINESS TELEPHONE: (847) 455-7143 FAX NUMBER: (847) 455-7899

CONTACT PERSON: DANIEL J. DIVANE IV, PRESIDENT

FEIN: 36-2066660 *IL CORPORATE FILE NUMBER: F0722-293-9

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DANIEL J. DIVANE IV VICE PRESIDENT: MICHAEL J. MAICKE

SECRETARY: JOHN T. RAICHE TREASURER: JOHN T. RAICHE

**SIGNATURE OF PRESIDENT: 
DANIEL J. DIVANE IV, PRESIDENT

ATTEST:  (CORPORATE SECRETARY)
JOHN T. RAICHE

Subscribed and sworn to before me this
25TH day of JUNE, 2013.

X 
Notary Public Signature



Notary Seal

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

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

COOK COUNTY SIGNATURE PAGE
(SECTION 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 6 DAY OF August, 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

1318-12719

OR

ITEM(S), SECTION(S), PART(S): N/A

TOTAL AMOUNT OF CONTRACT: \$ 4,998,000.00

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



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

APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

JUL 31 2013

COM _____

PROPOSAL EXECUTION FORMS

**ATTACHMENT 1:
SERVICES AND SYSTEM COMPONENTS – UNIT PRICES
(8 PAGES)**

SERVICES AND SYSTEM COMPONENTS UNIT PRICES

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

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

SERVICES AND SYSTEM COMPONENTS UNIT PRICES

COOK COUNTY JUVENILE TEMPORARY

PROJECT: DETENTION CENTER DIGITAL VIDEO PROJECT **DOCUMENT NO:** 1318-12719

A. VIDEO SURVEILLANCE SYSTEM

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	COST PER UNIT
1	Furnish and install one IP camera – non-megapixel.	VIDEO SURVEILLANCE	EA	\$ 1,003.00
2	Furnish and install one IP camera – megapixel.	VIDEO SURVEILLANCE	EA	\$ 1,221.00
3	Furnish and install one video management system server.	VIDEO SURVEILLANCE	EA	\$ 9,119.00
4	Furnish and install one video management system server software.	VIDEO SURVEILLANCE	EA	\$ 7,238.00
5	Furnish and install one video management system server rack.	VIDEO SURVEILLANCE	EA	\$ 3,346.00
6	Furnish and install one video management system client software license.	VIDEO SURVEILLANCE	EA	\$ 189.00
7	Furnish and install one video management system client workstation for security command center – 4 monitor configuration.	VIDEO SURVEILLANCE	EA	\$ 3,429.00
8	Furnish and install one video management system client workstation for administrative area – 2 monitor configuration.	VIDEO SURVEILLANCE	EA	\$ 3,234.00
9	Furnish and install one video management system client workstation for intake area – single monitor configuration.	VIDEO SURVEILLANCE	EA	\$ 3,145.00
10	Furnish and install one video management system client workstation for Situation Room – 2 monitor configuration.	VIDEO SURVEILLANCE	EA	\$ 3,234.00
11	Furnish and install one locking enclosure for workstation in Situation Room (to be mounted on floor as shown in drawings).	VIDEO SURVEILLANCE	EA	\$ 1,276.00
12	Furnish and install one 4-monitor array (including stand) for security command center video workstation.	VIDEO SURVEILLANCE	EA	\$ 4,199.00

13	Furnish and install one 2-monitor array (including stand) for administrative area video workstation.	VIDEO SURVEILLANCE	EA	\$ 2,321.00
14	Furnish and install one single monitor (including stand) for intake area video workstation.	VIDEO SURVEILLANCE	EA	\$ 3,145.00
15	Furnish and install one 65" LCD screen for Situation Room (include mounting bracket).	VIDEO SURVEILLANCE	EA	\$ 3,022.00
16	Furnish and install one 46" LCD screen for Situation Room (include mounting bracket).	VIDEO SURVEILLANCE	EA	\$ 2,021.00
17	Furnish and install one video surveillance Storage Area Network – primary.	VIDEO SURVEILLANCE	EA	\$137,067.00
18	Furnish and install one video surveillance Storage Area Network – backup.	VIDEO SURVEILLANCE	EA	\$36,153.00
19	Furnish and install one video surveillance network switch – core switch.	VIDEO SURVEILLANCE	EA	\$36,929.00
20	Furnish and install one video surveillance network switch – edge switch.	VIDEO SURVEILLANCE	EA	\$16,028.00
21	Furnish and install video encoder chassis and blades sufficient to encode 55 existing analog JTDC cameras.	VIDEO SURVEILLANCE	EA	\$19,244.00
22	Furnish and install one network bridge between the security network and JTDC administrative network (inclusive of firewall, switch, and all systems/labor required to achieve the requirement).	VIDEO SURVEILLANCE	EA	\$ 5,238.00

B. JUVENILE RFID CORRECTIONS SYSTEM

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	COST PER UNIT
23	Furnish one BIP-6000 Mobile Computer (include 2 batteries for each, charging cradle, and 2-year premium warranty included in cost).	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 2,358.00
24	Furnish one PDA Holster (Duty Belt).	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 47.00
25	Furnish and install one mobile device client software license (one required per mobile device).	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 940.00

26	Furnish and install one RFID Corrections System Platform (server software) license, on-premises (not hosted) for up to 499 individuals.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$66,145.00
27	Furnish 1 year of maintenance/support (starts on go-live) for RFID Corrections System server software.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$14,908.00
28	Furnish and install one RFID Sensor (for mounting on rooms and other locations), including lifetime warranty.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 42.00
29	Furnish and install one RFID Armband.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 1.00
30	Furnish and install one LX400 Label Printer.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 1,418.00
31	Furnish one year maintenance/support (on-site) for LX400 Label Printer.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 236.00
32	Furnish one Roll of Labels for LX400 Printer.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 47.00
33	Furnish one spare ink cartridge for LX400 printer.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 47.00
34	Furnish and install one RFID Desktop Reader (USB) - to Activate Armbands	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 245.00
35	Provide one day of on-site training (includes two personnel).	JUVENILE RFID CORRECTIONS SYSTEM	PER DAY	\$ 2,095.00
36	Furnish and install one Juvenile RFID Corrections System Server.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$36,750.00
37	Provide one year of 4 hr. onsite support for Juvenile RFID Corrections System Server in line 36 above.	JUVENILE RFID CORRECTIONS SYSTEM	EA	-0- 3 YR. INCL.
38	Furnish and install one Juvenile RFID Corrections System workstation.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 1,260.00

39	Provide one year of 4 hr. onsite support for RFID Corrections System workstation in line 38 above.	JUVENILE RFID CORRECTIONS SYSTEM	PER YEAR	-0- 3 YR. INCL.
40	Provide system implementation and pre-training (On-Site).	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 2,625.00
41	Furnish and install one bi-directional integration to JTDC's existing offender management system.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$26,250.00
42	Provide one year of support for the bi-directional integration to JTDC's existing offender management system.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 5,250.00
43	Provide shipping for all equipment.	JUVENILE RFID CORRECTIONS SYSTEM	EA	\$ 315.00

C. SECURITY COMMAND CENTER ENHANCEMENTS

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	COST PER UNIT
44	Furnish and install one console (include shipping, installation, and all other related costs).	SECURITY COMMAND CENTER	EA	\$24,500.00
45	Furnish chair for security command center personnel.	SECURITY COMMAND CENTER	EA	\$ 1,084.00
46	Demolition of existing security command center space.	SECURITY COMMAND CENTER	LOT	\$10,175.00
47	Provide and install flooring materials for security command center.	SECURITY COMMAND CENTER	SQUARE FOOT	\$ 23.75
48	Apply paint to existing walls in security command center (patch as necessary to achieve smooth finish).	SECURITY COMMAND CENTER	SQUARE FOOT	\$ 2.00
49	Furnish and install window blind for Security Command Center.	SECURITY COMMAND CENTER	EA	\$ 205.00
50	Furnish and install decorative panels to cover open sections of existing console that will remain.	SECURITY COMMAND CENTER	EA	\$ 544.00

51	Apply resilient base to Security Command Center.	SECURITY COMMAND CENTER	LINEAR FOOT	\$ 6.25
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D. SITUATION ROOM ENHANCEMENTS

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	COST PER UNIT
52	Demolition of existing Situation Room space.	SITUATION ROOM	LOT	\$ 2,950.00
53	Provide and install flooring materials for Situation Room.	SITUATION ROOM	SQUARE FOOT	\$ 23.75
54	Apply paint to existing walls in Situation Room security command center (patch as necessary to achieve smooth finish).	SITUATION ROOM	SQUARE FOOT	\$ 2.00
55	Apply resilient base to Situation Room.	SITUATION ROOM	LINEAR FOOT	\$ 6.25

E. WIRELESS NETWORK

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	COST PER UNIT
56	Furnish and install one access point.	WIRELESS NETWORK	EA	\$ 1,643.00
57	Furnish and install one access point antenna.	WIRELESS NETWORK	EA	REMOVED IN ADD #2
58	Furnish and install one wireless access point controller.	WIRELESS NETWORK	EA	\$67,633.00
59	Furnish and install one Cisco Wireless Control System Software (WCS)-100-user license.	WIRELESS NETWORK	EA	\$30,091.00

F. TELECOMMUNICATIONS

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	COST PER UNIT
60	Typical 2 Cable Category 5e Outlet (Wall).	TELECOM	EA	\$ 104.00
61	Typical 2 Cable Category 5e Outlet (Furniture).	TELECOM	EA	\$ 107.00
62	Wall Phone 1 Cable Category 5e Outlet.	TELECOM	EA	\$ 63.00
63	5 Ft. Category 5e Patch Cord.	TELECOM	LINEAR FOOT EA	\$ 9.19
64	7 Ft. Category 5e Patch Cord.	TELECOM	LINEAR FOOT EA	\$ 9.19
65	10 Ft. Category 5e Patch Cord.	TELECOM	LINEAR FOOT EA	\$ 9.87

CABLE EXCL
CABLE EXCL
CABLE EXCL

	Equipment room and telecommunications room unit costs shall include all labor and material. Termination of cables on the hardware is listed separately.	TELECOM		
66	24 Port Category 5e Patch Panel (Loaded).	TELECOM	EA	\$ 242.00
67	19" X 84" Equipment Rack.	TELECOM	EA	\$ 432.00
68	Vertical Cable Manager.	TELECOM	EA	\$ 179.00
69	Horizontal Cable Manager (2 RMU).	TELECOM	EA	\$ 47.00
70	12 Port Duplex SC FDC (Loaded).	TELECOM	EA	\$ 336.00
71	24 Port Duplex SC FDC (Loaded).	TELECOM	EA	\$ 416.00
72	72 Port Duplex SC FDC (Loaded).	TELECOM	EA	\$ 739.00
73	144 Port Duplex SC FDC (Loaded).	TELECOM	EA	\$ 1,263.00
74	Ground Equipment Rack within 50 Feet of TGB using No. 6 AWG.	TELECOM	EA	\$ 480.00
75	12" X 2" ladder tray, 10 ft. installed.	TELECOM	EA	\$ 375.00
76	18" X 2" ladder tray, 10 ft. installed.	TELECOM	EA	\$ 393.00
	Installation of backbone cabling shall include all labor and material to properly install and test the backbone systems.	TELECOM		
77	12 strand OFNR MM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 1.64
78	24 strand OFNR MM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 3.56
79	12 strand OFNR SM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 1.48
80	24 strand OFNR SM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 2.15
81	12 strand OFNP MM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 2.19
82	24 strand OFNP MM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 5.06
83	12 strand OFNP SM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 1.57
84	24 strand OFNP SM optical fiber cable.	TELECOM	LINEAR FOOT	\$ 2.48
85	3/4 inch I.D. riser rated innerduct.	TELECOM	LINEAR FOOT	\$ 5.49
86	1 inch I.D. riser rated innerduct.	TELECOM	LINEAR FOOT	\$ 6.50
87	3/4 inch I.D. plenum rated innerduct.	TELECOM	LINEAR FOOT	\$ 7.93
88	1 inch I.D. plenum rated innerduct.	TELECOM	LINEAR FOOT	\$ 8.10
89	Terminate 12 strand MM cable with SC.	TELECOM	EA	\$ 1,177.00

90	Terminate 24 strand MM cable with SC.	TELECOM	EA	\$ 2,354.00
91	Terminate 12 strand SM cable with SC.	TELECOM	EA	\$ 1,234.00
92	Terminate 24 strand SM cable with SC.	TELECOM	EA	\$ 2,468.00

G. ELECTRICAL

LINE	DESCRIPTION	COMPONENT	UNIT OF MEASURE	COST PER UNIT
93	20 amp, Quad Receptacle including all terminations and 30 ln. ft. wire and conduit.	ELECTRICAL	EA	\$ 347.00
94	20 amp, Duplex Receptacle including all terminations and 30 ln. ft. wire and conduit.	ELECTRICAL	EA	\$ 311.00
95	20 amp, GFI Duplex Receptacle including all terminations and 20 ln. ft. wire and conduit.	ELECTRICAL	EA	\$ 245.00
96	3/4" conduit (conduit types per spec).	ELECTRICAL	LINEAR FOOT	\$ 6.27
97	1" conduit (conduit types per spec).	ELECTRICAL	LINEAR FOOT	\$ 8.03
98	1 1/2" conduit (conduit types per spec).	ELECTRICAL	LINEAR FOOT	\$ 18.15
99	#12 wire (wire type per spec).	ELECTRICAL	LINEAR FOOT	\$.70
100	#10 wire (wire type per spec).	ELECTRICAL	LINEAR FOOT	\$.94
101	#8 wire (wire type per spec).	ELECTRICAL	LINEAR FOOT	\$ 1.40
102	#6 wire (wire type per spec).	ELECTRICAL	LINEAR FOOT	\$ 1.79
103	#2 wire (wire type per spec).	ELECTRICAL	LINEAR FOOT	\$ 3.52
104	225 amp, 208/120 v, 3ph, 42 p, 22 kIAC, MLO panel with (42) 20-1 breakers.	ELECTRICAL	EA	\$ 1,273.00
105	100 amp, 3P, 208 v, 22 kIAC, circuit breaker in existing panel.	ELECTRICAL	EA	\$ 391.00
106	60 amp, 3P, 208 v, 22 kIAC, circuit breaker in existing panel.	ELECTRICAL	EA	\$ 277.00
107	100 amp, 3P, 408 v, 22 kIAC, circuit breaker in existing panel.	ELECTRICAL	EA	\$ 821.00
108	20 amp, 1P, 120 v, 22 kIAC, circuit breaker in existing panel.	ELECTRICAL	EA	\$ 70.00
109	Metal Dual Channel Raceway installed including fittings and supports (Wiremold 4000 Series).	ELECTRICAL	EA PER 10'	\$ 383.00



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
07/29/2013

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 WILLIS OF ILLINOIS, INC. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (A/C, NO, EXT): 877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535-107
	INSURER B: American Guarantee and Liability Insuranc	26247-002
	INSURER C: XL Insurance America	24554-002
	INSURER D: The Charter Oak Fire Insurance Company	25615-002
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20173651 REVISION NUMBER: See Remarks

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	GLO926537003	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BAP926537103	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		Y	AUC926537603	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WC926536903	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability	Y	Y	US00027586LI13	6/1/2013	6/1/2014	\$20,000,000 X \$5,000,000
D	Installation Floater	Y	Y	QT6606A159630COF13	6/1/2013	6/1/2014	\$2,500,000 per Job Site \$10,000 Deductible Replacement Cost

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

THIS VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 7/26/2013 WITH ID: 20164435

Divane #C8562 -Job: Cook County Juvenile Temporary Detention Center Digital Video Project (Contract

CERTIFICATE HOLDER Cook County Government 118 North Clark Street, Room 1018 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 <i>Andrea Paris</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY WILLIS OF ILLINOIS, INC.		NAMED INSURED Divane Bros. Electric Co. 2424 North 25th Ave. P.O. Box 937 Franklin Park, IL 60131	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution & Professional Liability
 Carrier: Catlin Speciality Insurance Company
 Policy #: CPL97370614
 Policy Term: 6/1/2013 to 6/1/2014
 Limits:
 \$5,000,000 Each Claim
 \$5,000,000 Aggregate

The General Liability, Automobile Liability and Pollution policies includes the following as Additional Insureds, when required by written contract, as respects work performed by the Insured: Cook County, Board of Commissioners, employees and agents

The General Liability, Automobile Liability, Workers Compensation & Inland Marine policies includes a Waiver of Subrogation in favor of Cook County, Board of Commissioners and employees of the County when required by written contract. Waiver of Subrogation applies where allowable by law.

When required by written contract, the General Liability policy is Primary & Non-Contributory in favor of the Additional Insureds.