

BIDDER: Inland Power Group

CONTRACT FOR GENERAL SERVICE

DOCUMENT NO. 1328-12996



COOK COUNTY DIESEL VEHICLE RETROFIT

FOR  
COOK COUNTY DEPARTMENT OF ENVIRONMENTAL CONTROL  
ON BEHALF OF COOK COUNTY DEPARTMENT OF TRANSPORTATION (CCDOH)  
AND HIGHWAYS AND COOK COUNTY FOREST PRESERVE DISTRICT

THIS PROJECT IS FEDERALLY AIDED BY THE CONGESTION MITIGATION AND  
AIR QUALITY (CMAQ) IMPROVEMENT PROGRAM

MFT Section Number: 09-00002-00-EQ  
TIP ID: 13-09-001  
State Job Number: C91-146-10  
Federal Project Number: CMM-9003-(517)

PRE-BID MEETING ON SEPTEMBER 17, 2013 AT 10:00 AM  
Located at:

Cook County Building  
Office of the Chief Procurement Officer  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

BIDS TO BE EXECUTED IN TRIPLICATE  
BID OPENING WILL BE ON OCTOBER 9, 2013 NO LATER THAN 10:00 A.M.  
DELIVER BIDS TO 118 N. CLARK ST., ROOM 1018, CHICAGO, IL, 60602  
LATE BIDS WILL NOT BE CONSIDERED

CONTACT: CHO NG, SENIOR CONTRACT NEGOTIATOR, AT 312-603-2391  
EMAIL: cho.ng@cookcountyil.gov

ISSUED BY THE  
OFFICE OF THE CHIEF PROCUREMENT OFFICER

BOARD OF COMMISSIONERS  
COUNTY OF COOK  
TONI PRECKWINKLE, PRESIDENT

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 19 2014

COM \_\_\_\_\_



OFFICE OF THE CHIEF PROCUREMENT OFFICER  
**SHANNON E. ANDREWS**  
 CHIEF PROCUREMENT OFFICER  
 118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

**TONI PRECKWINKLE**

PRESIDENT  
 Cook County Board  
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 15th District

JEFFREY R. TOBOLSKI  
 16th District

ELIZABETH ANN DOODY GORMAN  
 17th District

September 23, 2013

**ADDENDUM No. 1**

Cook County Contract No. 1328-12996  
 Cook County Diesel Vehicle Retrofit

This Addendum No. 1 provides for clarification to the solicitation document, Pre-bid attendance sheet and site visit information. Please note that the bids are remain due no later than 10:00 am on October 9, 2013. Please acknowledge this Addendum No. 1 in your bid.

1. Question and Response (1 page)
2. September 17, 2013 Pre-Bid Attendance Sheet
3. Site Visit:

September 30, 2013 at 2:00 P.M. located at:  
 Cook County Department of Transportation and Highways - District 3  
 901 East 26<sup>th</sup> Street, LaGrange Park, Illinois 60526

END OF SECTION

Originate: Cho Ng  
 Date: September 23, 2013

*Shannon E. Andrews*  
 Shannon E. Andrews  
 Chief Procurement Officer

Contract No. 1328-12996 – Addendum No. 1- Question and Response

Item	Question	Response
1	<p>Could we visit the locations where the trucks are so that I could take a look at the trucks to size up my product compared to the available space that is available on each truck?</p>	<p>September 30, 2013 at 2:00 P.M. located at: Cook County Department of Transportation and Highways - District 3 901 East 26<sup>th</sup> Street, LaGrange Park, Illinois 60526</p>
2	<p>On the last 4 pages of the bid documents: it discussed the need for an "Affidavit of Availability" and also a "request for Authorization to Bid/or Not to Bid Status. Does this apply to the bidders? Should we disregard this paperwork or just complete the paperwork and submit the paperwork you have provided by filling in the blanks?</p>	<p>Please fill in the paper work and submit it with your bid.</p>
3	<p>Some of the vehicles that you have included may already have a DOC on the truck. Could you provide the Engine Family Numbers for each truck so that we are able to look up each engine family to determine current emission configuration?</p>	<p>The Ford Crew cabs units #197 thru 201, The Engine family numbers are all the same (NVXH060AEB) Model 325.</p>
4	<p>If, even after careful examination of a particular vehicle, we determine that a DPF is just too large to fit onto one of the trucks on this bid, will there be consideration to choose an alternative truck as a substitute?</p>	<p>Yes</p>
5	<p>May we have the pre-bid attendance list</p>	<p>See attached</p>

**PRE-BID ATTENDANCE SIGN-IN SHEET**  
**CC Diesel Vehicle Retrofit**  
**DOCUMENT #1328-12996**

Attendee Name: BOB GIGOLE  
 Company Name: Inland Power Group  
 Company Address: 210 ALEXANDRA WAY  
CAROL STREAM, IL 60888  
 Telephone: 630-871-1111  
 Fax: 630-871-8997  
 E-Mail: bgigole@inlandpowergroup.com  
 Please print clearly

Attendee Name: RANDY PISCITELLI  
 Company Name: COOK COUNTY HIGHWAY DEPT.  
 Company Address: 26th & Beach  
LAS PLANKS PARK IL  
 Telephone: 312 802 5785  
 Fax: \_\_\_\_\_  
 E-Mail: RANDY.PISCITELLI@CookCounty  
IL.GOV  
 Please print clearly

Attendee Name: JOE COCONATE  
 Company Name: CHICAGO INTERNATIONAL TRUCKS  
 Company Address: 11816 S. 27th  
Huntley, IL 60142  
 Telephone: 847-875-0949  
 E-Mail: jcoconate@ustrucksales.com  
 Please print clearly

Attendee Name: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Please print clearly

Wes Bromberek



Master Truck Technician

**B&W Truck Repair**

3701 South Iron Street  
 Chicago, Illinois 60609  
 Phone: 773-247-6962  
 Fax: 773-247-4506  
 bwtruck773@aol.com

**SPECIALIZING IN HEAVY  
 TRUCK & EQUIPMENT  
 REPAIRS & MAINTENANCE**



**Gary Zack**  
 Territory Sales Manager  
 Heavy Duty Diesel Systems Division

Clean Diesel Technologies, Inc.  
 1940 Klingensmith #48C  
 Bloomfield Hills, MI 48302 USA  
 Mobile: +1-800-490-8002  
 gzack@cdti.com

Leading the world in emission solutions

{Business Card}



OFFICE 312/603-5574  
 FAX 312/603-4547  
 sergio.silva@cookcountyll.gov

**SERGIO SILVA**  
 CONTRACT COMPLIANCE OFFICER  
 CONTRACT COMPLIANCE  
 COOK COUNTY GOVERNMENT

COOK COUNTY BUILDING  
 118 N. CLARK ST., RM. 1020  
 CHICAGO, ILLINOIS 60602



"Chicagoland's Truck Professionals"

Nick Guzman  
 Service Advisor  
 Nick.Guzman@FreewayTruck.com

Freeway Ford-Sterling Truck Sales, Inc.  
 8445 45th Street  
 Lyons, IL 60534  
 708-442-9000  
 708-442-9018 Fax



OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

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16th District

ELIZABETH ANN DOODY GORMAN  
17th District

October 4, 2013

**ADDENDUM No. 2 – Bid Due Date Revision**

Cook County Contract No. 1328-12996  
Cook County Diesel Vehicle Retrofit

This Addendum No. 2 provides for revision to the bid due date. Bids are now due and must be deposited in the bid box at Room 1018, County Building located at 118 N. Clark Street, Chicago, Illinois 60602 up to and no later than 10:00 a.m., on Friday, October 18, 2013.

Please acknowledge this Addendum No. 2 and previously issued Addendum No. 1 in your bid.

END OF SECTION

Originated: Cho Ng  
Date: October 4, 2013

*Shannon E Andrews*  
Shannon E. Andrews  
Chief Procurement Officer *eg*



OFFICE OF THE CHIEF PROCUREMENT OFFICER

**SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

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16th District

ELIZABETH ANN DOODY GORMAN

17th District

October 8, 2013

ADDENDUM No. 3

Cook County Contract No. 1328-12996

Cook County Diesel Vehicle Retrofit

This Addendum No. 3 provides for information and revision to the bid document. Please acknowledge previously issued Addendum No. 1 and No. 2 and this Addendum No. 3 in your bid on page A-1.

**Information:**

Engine Family -

All CCDOTH vehicles are 6FMXA06.0AED

All Forrest Pressure vehicles are 6FMXA06.0AED 6.0 Liter except for Units G2000, G2001 and G2002 which are XCPXHO442HRX31260 CAX 7.2 Liter.

**Revision:**

1. Specification Item No. 2 - Remove CCDOTH Vehicle Unit # 382 and replace it with Vehicle Unit #353 and the attached vehicle information sheet.
2. Specification Item No. 3 - Replace 240 three-phase voltage control panels with 480 three-phase voltage panels as base bid. Install two panels at each of the location identified in the specification (LaGrange Park and Maywood Facility).
3. Price Page - Installation of the 240 three-phase voltage is now an option (see revised Price Page).

Attached: Unit #353 Vehicle Information Sheet  
Revised Price Page  
Revised Bid Information label

END OF SECTION

Originated: Cho Ng  
Date: October 8, 2013

*Shannon E Andrews*

Shannon E. Andrews  
Chief Procurement Officer

*ENG*

Cook County Highway Department			
<b>Vehicle Information</b>			
1	Make	STERLING	
2	Model	LT8511	
3	YIN#	2FZNBJBB91AH54482	
<b>Engine</b>			
1	Make	CATEPILLAR	
2	Model	3126	
3	Year	2001	
4	Rating(HP)	275	
<b>Muffler Information</b>			
1	Original Muffler Manufacturer & PIN	Manufacturer ORIGINAL	PIN
2	Envelope Size Available (Length x Width x Height)	Length 44"	Width 10" Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX Other
4	Exhaust Pipe direction (check one)	Top XXXXX	Rear Side
5	Stack fail pipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A rain cap? NO
7	brackets, mounting holes and mounting		
<b>Mileage Information</b>			
1	Total mileage	40355	
2	Daily Mileage	18.72	
3	%rural use	0%	
4	%highway use	10%	
5	Average speed	35	
6	Vocation of vehicle (Plow truck, refuse, construction etc...)	Plow truck	
7	Vehicle Unit#	353	
8	Vehicle Lot Location	DES PLAINS - DIST. 3	
<b>Safety Sticker Expiration</b>			
1	Expiration Date	Apr-12	

**Diesel Vehicle Retrofit - Price Page - Addendum No. 3**

<b>Item No. 1 - Diesel Oxidation Catalyst with Closed Crankcase</b>		<b>QTY</b>	<b>\$ / Unit</b>	<b>Installation</b>	<b>Total</b>
<i>CCDOTH (Unit # 197, 198, 199, 200, 201)</i>					
Diesel Oxidation Catalyst		5			
Closed Crankcase Ventilation System		5			
<i>Forest Preserve District (Unit # 6M14, 6M15, 6M16, 6M17, 6M18, 6M19, 6M22, 6M23)</i>					
Diesel Oxidation Catalyst		8			
Closed Crankcase Ventilation System		8			

<b>Item No. 2 - Electric Active Diesel Particulate Filter with Closed Crankcase Ventilation System</b>		<b>QTY</b>	<b>\$ / Unit</b>	<b>Installation</b>	<b>Total</b>
<i>CCDOTH (Unit # 170, 171, 172)</i>					
Electric Active Diesel Particulate Filter		3			
Closed Crankcase Ventilation System		3			
<i>CCDOTH (Unit # 312, 313, 314, 315, 316)</i>					
Electric Active Diesel Particulate Filter		5			
Closed Crankcase Ventilation System		5			
<i>CCDOTH (Unit # 347, 348, 349, 350, 354, 356, 357, 360, 361, 353)</i>					
Electric Active Diesel Particulate Filter		10			
Closed Crankcase Ventilation System		10			

**Diesel Vehicle Retrofit - Price Page - Addendum No. 3**

<i>Forest Preserve District (Unit # 6M41, 6M42, 6M43, 6M44, 6M45, 6M46, 6M47, 6M60, 6M61)</i>				
Electric Active Diesel Particulate Filter	9			
Closed Crankcase Ventilation System	9			
<i>Forest Preserve District (G2000, G2001, G2002)</i>				
Electric Active Diesel Particulate Filter	3			
Closed Crankcase Ventilation System	3			

Item No. 3 - Off Board Regeneration Control Panel - 480V 3P	QTY	\$ / Unit	Installation	Total
CCDOTH - LaGrange Park Facility	2			
Forest Preserve District - Maywood Facility	2			

Item No. 4 - Closed Crankcase Ventilation System Replacement Filters	QTY	\$ / Unit	Installation	Total
Replacement Filters for Diesel Oxidation Catalyst	39		N/A	
Replacement Filters for Electric Active Diesel Particulate	90		N/A	

OPTION - Off Board Regeneration Control Panel - 240V 3P	QTY	\$ / Unit	Installation	Total
CCDOTH - LaGrange Park Facility	2			
Forest Preserve District - Maywood Facility	2			

Total	
-------	--

Vendor Name: \_\_\_\_\_

**COUNTY OF COOK**

BID INFORMATION

**BIDDER'S INFORMATION:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(PLEASE FILL THIS INFORMATION)

**CONTRACT NO.: 1328-12996**

COOK COUNTY DIESEL VEHICLE RETROFIT

DEPARTMENT OF TRANSPORTATION AND HIGHWAYS  
DEPARTMENT OF ENVIRONMENTAL CONTROL  
COOK COUNTY FOREST PRESERVE DISTRICT

**Due October 18, 2013 No later than 10:00 am**

This bid must be deposited in the Bid Box at the Office of the Chief Procurement Officer. You may obtain a receipt of your submittal from the front desk prior to depositing into Bid Box.

**BID BOX**

**Office of the Chief Procurement Officer**

**County Building**

**118 N. Clark Street**

**Room 1018**

**Chicago, IL 60602**

**NOTICE TO BIDDERS:**

- MAINTAIN ORDER OF BID DOCUMENT.
- RETURNED WITH ALL PAGES INTACT.
- BID IS TO BE EXECUTED IN TRIPLICATE.
- AFFIX THIS PAGE ONTO YOUR BID PACKAGE.

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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## INSTRUCTIONS TO BIDDERS

### IB-01 DEFINITIONS

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

### IB-02 PREPARATION OF BID PROPOSALS

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

### IB-03 SITE INSPECTION CERTIFICATE

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

#### **IB-04 BID DEPOSIT**

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

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

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

#### **IB-05 EXCEPTIONS**

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

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

#### **IB-06 BIDDER WARRANTIES**

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

**IB-07 SUBMISSION OF BID PROPOSALS**

All Bidders shall submit the sealed Bid Proposal in an envelope and shall deposit them in the bid box located in the County Board Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

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

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

**IB-09 COMPETENCY OF BIDDER**

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

**IB-10 BID PROTEST**

Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO. Any bid protest must be submitted no later than three (3) business days after the date upon which the CPO posts the recommended Bid for award. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protestor believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Sec. 34-136 (d) *Communications with the County regarding competitive bidding process*, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision. The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the Procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid

**IB-11 CONSIDERATION OF BID PROPOSALS**

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

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

**IB-12 WITHDRAWAL OF BID PROPOSALS**

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

**IB-13 ACCEPTANCE OF PROPOSALS**

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

**IB-14 PERFORMANCE AND PAYMENT BOND**

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

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

**IB-15 PRICES FIRM**

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

**IB-16 CASH BILLING DISCOUNTS**

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

**IB-17 CATALOGS**

Each Bidder shall submit in TRIPPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

**IB-18 AUTHORIZED DEALER/DISTRIBUTOR**

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

### **IB-19 TRADE NAMES**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder. The County reserves the right to review and award alternate Contracts, if the commodity and/or service is suitable to its requirement.

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

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

### **IB-20 SAMPLES**

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

### **IB-21 NOTICES**

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

### **IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

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

### **IB-23 COOPERATION WITH INSPECTOR GENERAL**

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

### **END OF SECTION**

## GENERAL CONDITIONS

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GENERAL SERVICE**

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**GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS**

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

The Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or makes the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

**GC-02 PERSONNEL**

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

**GC-03            INSURANCE REQUIREMENTS**

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

**Insurance Requirements of the Contractor**

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

Inland Power Group's Liability is limited to their coverage as attached for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

**1.        Coverages**

(a)        **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

**GC-03      INSURANCE REQUIREMENTS (CON'T.)**

(b)      **Commercial General Liability Insurance**

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

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

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

(c)      **Comprehensive Automobile Liability Insurance**

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

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

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

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

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

**2.      Additional requirements**

(a)      **Additional Insured**

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

(b)      **Qualification of Insurers**

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

**GC-03      INSURANCE REQUIREMENTS (CON'T.)**

(c)      Insurance Notices

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

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

**GC-04      INSPECTION AND RESPONSIBILITY**

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

**GC-05      INDEMNIFICATION**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The contractors insurance limits provided in the certificate are the maximum limits the contractor will indemnify the County

**GC-06      PAYMENT**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties. Also, see GC-41 #29 for Prompt Payment to subcontractor.

**GC-07      PREPAID FEES**

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

**GC-08 TAXES**

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

**GC-09 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

**GC-10 CONTRACTOR CREDITS**

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

**GC-11 DISPUTES**

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. 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. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

**GC-12 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

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

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

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

#### **GC-13 COUNTY'S REMEDIES**

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

#### **GC-14 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

#### **GC-15 DELAYS**

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

**GC-16            MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

The Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

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

**GC-17            PATENTS, COPYRIGHTS AND LICENSES**

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

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

**GC-18            COMPLIANCE WITH THE LAWS**

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

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

This PROJECT IS FEDERALLY FUNDED IN PART BY THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) PROGRAM.

I.        POLICY AND GOALS

- A.        It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by Disadvantage Businesses Enterprises (DBEs).
- B.        A Bidder may achieve the DBE participation goals by its status as a DBE; by entering into a joint venture with one or more DBEs; by subcontracting a portion of the work to one or more DBEs; by the indirect participation of DBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C.        A Waiver Request must be submitted with the Bid, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D.        A Proposer's failure to carry out its DBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized as the County deems appropriate.

II.       REQUIRED SUBMITTALS

To be considered responsive to the requirements, a Proposer shall submit Items A listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required may be cause to consider a contract non-responsive and may be rejected.

A.        DBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" DBE participation goals. Such documentation shall include:

- 1.        A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the DBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each DBE firm; the dollar value of the goods and services to be provided by the DBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract.
- 2.        A **Letter of Intent** for each DBE containing specific information regarding goods to be provided or services to be performed by the DBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the DBE.
- 3.        Current **Letter of Certification** for each DBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP), pursuant to 49 CFR Part 26 or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar

to those applied by the County of Cook may also be accepted.

4. **Waiver/Goal Reduction Petition (if applicable)** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

### III. NON-COMPLIANCE

Where the County of Cook determines that the Bidder has failed to comply with its contractual commitments, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the County's rights.

### IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Bidder is required to comply with the reporting and record-keeping requirements established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each DBE Sub-Contractor of the award of a contract to a Prime Contractor, the DBE dollar amount of participation and the percentage (%) amount of participation. The Sub-Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to DBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

### V. EQUAL EMPLOYMENT OPPORTUNITY

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

Any questions regarding this document should be directed to:  
Jacqueline Gomez, Director  
Cook County Office of Contract Compliance  
118 N. Clark Street – Room 1020  
Chicago, Illinois 60602  
(312)603-5502

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

**GC-21 CONDUCT OF THE CONTRACTOR**

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

**GC-22 ACCIDENT REPORTS**

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF COUNTY PREMISES AND RESOURCES**

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

**GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

**GC-25      GENERAL NOTICE**

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

**TO THE COUNTY:**

COOK COUNTY CHIEF PROCUREMENT OFFICER  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number in all notices)

**TO THE CONTRACTOR:**

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

**GC-26      GUARANTEES AND WARRANTIES**

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

**GC-27      STANDARD OF DELIVERABLES**

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

**GC-28      DELIVERY**

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

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

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

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery

locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

**GC-29            QUANTITIES**

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

**GC-30            CONTRACT INTERPRETATION**

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

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

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

**GC-31            CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County'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 County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and 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, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

**GC-32            GOVERNING LAW**

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

**GC-33            AUDIT; EXAMINATION OF RECORDS**

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

**GC-34            WAIVER**

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

**GC-35 ENTIRE CONTRACT**

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

**GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS**

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

**GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES**

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

**GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

**GC-39 COOPERATIVE PURCHASING**

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

**GC-40 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.

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. Failure to cooperate as required may result in monetary and/or other penalties.

**GC-41**      **FEDERAL CLAUSES**

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

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

2.      False or Fraudulent Statements and Claims

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

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

3.      Federal Interest in Patents

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

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

**4. Federal Interest in Data and Copyrights**

- (a) **Definition.** The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.
- (b) **Federal Restrictions.** The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
- (c) **Federal Rights in Data and Copyrights.** In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
- (d) **Special Federal Rights for Planning Research and Development Projects.** When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

- (e) **Hold Harmless.** Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
- (f) **Restrictions on Access to Patent Rights.** Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
- (g) **Application on Materials Incorporated into Project.** The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

- (a) **Environmental Protection.** The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.
- (b) **Air Quality.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (c) **Clean Water.** The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) **List of Violating Facilities.** The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

**GC-41 FEDERAL CLAUSES (CON'T.)**

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

13. Contract Work Hours and Safety Standards Act

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

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

16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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

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

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

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

**GC-41 FEDERAL CLAUSES (CON'T.)**

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

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

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

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

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

26. Buy America

Contractor must comply with Federal Highway Administration (FHWA) 23 U.S.C. § 313 – Buy America; 23 C.F.R. § 635.410.

27. American Recovery and Reinvestment Act (ARRA)

If funded in part by American Recovery and Reinvestment Act funds, this section applies. 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.

28. FHWA-1273

To the extent applicable, Contractor must comply with FHWA 1273.

29. Prompt Payment

Federal regulations found in 49 CFR Part 26.29 mandate the County to establish a contract clause to require contractors to pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor. This Special Provision establishes a fifteen (15) day requirement for regarding payments to subcontractors.

As payments are made to the contractor, the contractor shall make corresponding payment within fifteen (15) calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor.

This Special Provision does not create any rights in favor of any subcontractor against the County or authorize any cause of action against the County on account of any payment, nonpayment, delayed payment or interest claimed by application of this Prompt Payment Special Provision. The County will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the County will not approve any delay or postponement of the fifteen (15) day requirement.

**END OF SECTION**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more -- as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification -- First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

General Decision Number: IL130009 08/23/2013 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
4	06/14/2013
5	06/21/2013
6	07/26/2013
7	08/09/2013
8	08/16/2013
9	08/23/2013

ASBE0017-001 06/01/2013

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 46.95	23.85
Fire Stop Technician.....	\$ 37.56	22.65
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.....	\$ 35.21	22.65

BOIL0001-001 01/01/2012

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

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BRIL0021-001 06/01/2011

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

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BRIL0021-004 06/01/2010

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

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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

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BRIL0021-009 06/01/2009

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

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BRIL0021-012 06/01/2009

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

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CARP0555-001 06/01/2013

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 42.52	26.77

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CARP0555-002 10/01/2012

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

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ELEC0009-003 06/03/2013

	Rates	Fringes
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Line Construction		
Groundman.....	\$ 34.98	20.80
Lineman and Equipment		
Operator.....	\$ 44.85	26.67

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 ELEC0134-001 06/04/2012

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

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 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.

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 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.

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 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.

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 \* ENGI0150-006 06/01/2011

Building and Residential Construction

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto(Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor;

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

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

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

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

\*-Requires Oiler

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\* 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

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IRON0001-026 06/01/2013.

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 42.32	33.74
Structural and Reinforcing..	\$ 42.07	33.74

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IRON0063-001 06/01/2013

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....\$ 42.90 30.11

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IRON0063-002 06/01/2013

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.84	23.83

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IRON0136-001 07/01/2012

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

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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.

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LABO0002-007 06/01/2011

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

LABORER CLASSIFICATIONS

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

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

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

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

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LABO0002-008 06/01/2011

	Rates	Fringes
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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

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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

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PAIN0014-001 06/01/2013

	Rates	Fringes
PAINTER (including taper).....	\$ 40.75	22.64

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PAIN0027-001 06/01/2013

	Rates	Fringes
GLAZIER.....	\$ 40.00	29.42

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PLAS0005-002 07/01/2012

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

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PLAS0502-001 06/01/2012

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

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PLUM0130-001 06/03/2013

	Rates	Fringes
PLUMBER.....	\$ 46.05	23.47

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PLUM0597-002 06/01/2012

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

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ROOF0011-001 12/01/2012

	Rates	Fringes
ROOFER.....	\$ 38.35	17.55

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\* SFIL0281-001 06/01/2013

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.15	20.15

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SHEE0073-001 06/01/2011

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

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SHEE0073-002 06/01/2011

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

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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.

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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

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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.

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WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION

SPECIAL CONDITIONS

**SC-01            SCOPE**

The Contractor shall furnish DIESEL OXIDATION CATALYST (DOC), DIESEL PARTICULATE FILTER, REPLACEMENT FILTERS, and OFFBOARD REGENERATION CONTROL PANEL in accordance with the Contract Documents, Specifications and Proposal herein.

**SC-02            CONTRACT PERIOD**

The performance period in which all installations to be completed and all deliverables to be delivered to the County shall be within 26 weeks. The warranty period is effective for one year after final acceptance of all installations. The contract shall be in effect after proper execution of the Contract Documents.

**SC-03            AWARD OF CONTRACT**

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

**SC-04            FIRM PRICE**

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the contract period.

**SC-05            DBE REQUIREMENTS FOR THIS CONTRACT**

The Office of the Contract Compliance has determined that 25% DBE participation goal is required for this project.

You may contact the Office of Contract Compliance in regards to this requirement

Jacqueline Gomez, Director  
Cook County Contract Compliance  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
312-603-5502

**SC-06            PRE-BID MEETING**

The County will hold a Pre-Bid meeting at:

Office of the Chief Procurement Officer  
118 N. Clark Street, Room 1018  
Chicago, IL 60602  
September 17, 2013, 10:00 a.m.

Bidders are encouraged to attend this meeting. A maximum of two (2) representatives from each vendor may attend the meeting. Please notify Cho Ng, Senior Contract Negotiator two days prior to the meeting at [cho.ng@cookcountyil.gov](mailto:cho.ng@cookcountyil.gov).

## SPECIAL CONDITIONS

### SC-07 INQUIRIES

During the procurement process, direct all written inquires and questions via email to Cho Ng, Senior Contractor Negotiator. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. **Inquiries must be received no later than 10:00 a.m. on September 19, 2013.**

Cho Ng, Senior Contract Negotiator  
Office of the Chief Procurement Officer  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

Telephone: 312-603-2391  
Email: [cho.ng@cookcountyil.gov](mailto:cho.ng@cookcountyil.gov)

### SC-08 VEHICLE PICK-UP & DELIVERY HOURS & LOCATIONS

COOK COUNTY HIGHWAY DEPARTMENT LAGRANGE PARK FACILITY 26 <sup>TH</sup> AND BEACH AVE. LAGRANGE, IL 60525 Business Hours: 7:00 A.M. – 3:30 P.M. for both locations	COOK COUNTY FOREST PRESERVE 2199 S. 1 <sup>ST</sup> AVE. MAYWOOD, IL 60153
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### SC-09 CONTACT PERSON

Following contract award, the contact person for the project will be Erasmo Berrios, at 312-603- 8200 or via email at [erasmo.berrios@cookcountyil.gov](mailto:erasmo.berrios@cookcountyil.gov)

Following contract award, the vendor is to contact the following Department Managers to arrangement an appointment to take measurements and for vehicle pick-up and delivery:

Ed Tully of the Highway Department at Office (708-387-4058) Cell (312-780-3860)

Tom Thompson of the Forest Preserve at Office (708) 344-3337

### SC-10 REPORTING

The vendor is required to provide bimonthly emailed status reports of the entire project to Erasmo Berrios, Environmental Control at [erasmo.berrios@cookcountyil.gov](mailto:erasmo.berrios@cookcountyil.gov). Furthermore, the Contractor is expected to notify the Cook County Environmental Control immediately with any issues. In addition, the County may request formal meetings or additional reports from the contractors.

### SC-11 TESTING

The vendor shall provide testing for each vehicle to evident compliant with the specification of this contract. The testing shall occur after the completion of the installation for each vehicle or mutually agreed time. The vendor will provide evident demonstrating compliancy with the specification. All testing cost shall be part of the bid price. Any non-compliance shall be remedy under SC-12 warranty

### SC-12 WARRANTY

A full-replacement warranty for 1year shall be included. The warranty is for failure of the install equipment, replacement filters or the required performance of this contract. The warranty shall commence from the time of final acceptance of the installed equipment. The warranty includes all parts and labor to meet the requirements of this contract.

SPECIAL CONDITIONS

**SC-13**      **LIQUIDATED DAMAGES (LD)**

The County is expected to suffer in lost productivity if the project is not completed on time or if County vehicle is not returned back in use. The vendor shall pay the County liquidated damages not as a penalty but to recover cost associated with the loss of use of the vehicle and prolong support for project completion. The LD is \$500.00 per day for each vehicle not returning it back to the County as agreed and /or for not completing the project on time for continual County personnel support.

**SC-14**      **SHIPPING**

All shipping cost shall be inclusive of the contract price.

**SC-15**      **REFERENCE**

List three (3) comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector. Include photographs, if available. All information must be legible. References must be available / accessible.

## SPECIFICATIONS

### **Item No. 1: Diesel Oxidation Catalyst (DOC) with Closed Crankcase Ventilation System (CCV)**

The purchase and installation of 13 - DOC's & CCV's on Cook County vehicles must include the following.

1. DOC & CCV must be EPA Verified Technology.
2. The DOC device must provide the following minimum reductions –
  - 30% PM
  - 50% CO
  - 60% HC
3. Pricing to include all installation hardware needed for both the DOC & CCV devices.
4. CCV to include a filter (Not part of Item No. 4 – Replacement Filters)
5. Pricing to include installation of both DOC's & CCV's at vendors' facility.
6. DOC & CCV devices to be installed on the same day per vehicle for a complete installation.
- 7a. Cook County Highway Vehicle Unit numbers #197, #198, #199, #200, and #201 will receive installation of the DOC/CCV's. See photos for unit #197 which is indicative for units #198, #199, #200 and #201 muffler configurations for a total of five (5) vehicles.
- 7b. Cook County Forest Preserve Vehicle Unit numbers #6M14, #6M15, #6M16, #6M17, #6M18, #6M19, #6M22, and #6M23 will receive installation of the DOC/CCV's. See photos for unit #6M18 which is indicative for units # 6M14, #6M15, #6M16, #6M17, #6M19, #6M22 and #6M23 muffler configuration for a total of eight (8) vehicles.
8. Cook County reserves the right to substitute above mentioned vehicle units with a unit from a similar class/group of vehicles.
9. The vendor is responsible for obtaining all measurements needed for production of any and all parts for the DOC/CCV System within the first ten business days upon receipt of purchase order.
10. The vendor must make arrangement with the corresponding manager at each facility for measurements and vehicle pick-up and delivery (return) as listed below. The facilities are opened from M-F 7am-3:30pm Central Time or time mutually agreed.

The address and contacts for the Cook County Facilities are as follows:

COOK COUNTY HIGHWAY DEPARTMENT  
LAGRANGE PARK FACILITY  
26<sup>TH</sup> AND BEACH AVE.  
LAGRANGE, IL 60525  
Ed Tully Office (708)-387-4058  
Cell (312)-780-3860

COOK COUNTY FOREST PRESERVE  
2199 S. 1<sup>ST</sup> AVE.  
MAYWOOD, IL 60153  
Tom Thompson – Office (708) 344-3337

11. The vendor is required to furnish and install the 13 DOC/CCV within 26 weeks after issuance of the purchase order.

12. A full-replacement warranty for 1 year shall be included. The warranty is for failure of the installed equipment, filters, or the required performance of this contract. The warranty shall commence from the time of final acceptance. The warranty includes all parts and labor to meet the requirements of this contract.
13. The vendor is required to provide bimonthly emailed status reports regarding the entire project from start (date of measurement) to final installation to Erasmo Berrios, Cook County Environmental Control, at [erasmo.berrios@cookcountyil.gov](mailto:erasmo.berrios@cookcountyil.gov). Mr. Berrios can also be reached at (312) 603-8200.

**Item No. 2: Electric Active Diesel Particulate Filter (EADPF) with Closed Crankcase Ventilation System (CCV)**

The purchase and installation of 30 – EADPF with CCV on Cook County vehicles must include the following.

1. The EADPF & CCV must be EPA Verified Technology.
2. The EADPF system must be electric regeneration.
3. Electric regeneration must be done with connection to an off board electric control panel.
4. The EADPF must provide the following minimum reductions –
  - 80% PM
  - 65% CO
  - 75% HC
5. Pricing to include all installation hardware needed for both the EADPF & CCV system.
6. CCV to include a filter. (Not part of Item 4- Replacement Filters)
- 7a. Cook County Highway Vehicle Unit numbers #170, #171, and #172 will receive installation of the EADPF/CCV. See photos for unit #170 which is indicative for unit #171 and #172 muffler configurations for a total of three (3) vehicles.
- 7b. Cook County Highway Vehicle Unit numbers #312, #313, #314, #315, and #316 will receive installation of the EADPF/CCV. See photos for unit #312 which is indicative for units #313, #314, #315 and #316 muffler configurations for a total of five (5) vehicles.
- 7c. Cook County Highway Vehicle Unit numbers #347, #348, #349, #350, #354, #356, #357, #360, #361, and #382 will receive installation of the EADPF/CCV. See photos for unit #347 which is indicative for units #348, #349, #350, #354, #356, #357, #360, #361 and #382 muffler configurations for a total of ten (10) vehicles.
- 7d. Cook County Forest Preserve Vehicle Unit numbers #6M41, #6M42, #6M43, #6M44, #6M45, #6M46, #6M47, #6M60, and #6M61 will receive installation of the EADPF/CCV. See photos for unit #6M41 which is indicative for units #6M42, #6M43, #6M44, #6M45, #6M46, #6M47, #6M60, and #6M61 muffler configurations for a total of nine (9) vehicles.
- 7e. Cook County Forest Preserve Vehicle Unit numbers #G2000, #G2001, and #G2002 will receive installation of the EADPF/CCV. See photos for unit #G2002 which is indicative for unit #G2000 and #G2001 muffler configuration for a total of three (3) vehicles.
8. Pricing to include installation of both the EADPF & CCV at the vendors' facility.
9. The vendor is responsible for obtaining all measurements needed for production of any and all parts needed for EADPF/CCV System within the first ten business days upon receipt of purchase order.
10. Cook County reserves the right to substitute above mentioned vehicle units with a unit from a similar class/group of vehicles.

11. The vendor must make arrangement with the corresponding manager at each facility for measurements and vehicle pick-up and delivery (return) as listed below. The facilities are opened from M-F 7am-3:30pm Central Time or time mutually agreed.

The address and contacts for the Cook County Facilities are as follows:

COOK COUNTY HIGHWAY DEPARTMENT  
LAGRANGE PARK FACILITY  
26<sup>TH</sup> AND BEACH AVE.  
LAGRANGE, IL 60525  
Ed Tully Office (708)-387-4058  
Cell (312-780-3860)

COOK COUNTY FOREST PRESERVE  
2199 S. 1<sup>ST</sup> AVE.  
MAYWOOD, IL 60153  
Tom Thompson – Office (708) 344-3337

12. The vendor is responsible for placement of any manufacturing order to produce any and all parts needed for the EADPF/CCV within ten business days after obtaining the measurements.
13. The vendor is required to install the 30 EADPF/CCV within 26 weeks after issuance of the purchase order.
14. A full-replacement warranty for 1 year shall be included. The warranty is for failure of the installed equipment, filters, or the required performance of this contract. The warranty shall commence from the time of the final acceptance. The warranty includes all parts and labor to meet the requirements of this contract.
15. The vendor is required to provide bimonthly emailed status reports regarding the entire project from start (date of measurement) to final installation to Erasmo Berrios, Cook County Environmental Control, at [erasmo.berrios@cookcountyil.gov](mailto:erasmo.berrios@cookcountyil.gov). Mr. Berrios can also be reached at (312) 603-8200

**Item No. 3: Off Board Regeneration Control Panel**

The vendor shall provide two Off Board Regeneration Control Panels.

1. The control panel to be configured for 240 three-phase voltage.
2. The control panel must be able to plug into the EADPF system plug in ports installed on the truck.
3. The vendor is responsible for placement, delivery, and installation of the control panels within 26 weeks after issuance of the purchase order to the addresses below. The vendor must make arrangement with the corresponding manager at each facility for the installation.

COOK COUNTY HIGHWAY DEPARTMENT  
LAGRANGE PARK FACILITY  
26<sup>TH</sup> AND BEACH AVE.  
LAGRANGE, IL 60525  
Ed Tully Office (708)-387-4058  
Cell (312-780-3860)

COOK COUNTY FOREST PRESERVE  
2199 S. 1<sup>ST</sup> AVE.  
MAYWOOD, IL 60153  
Tom Thompson – Office (708) 344-3337

6. Cook County Facilities will be responsible for providing 240 three-phase voltage powers to the control panel. The contractor is to provide all electrical components and labor for the connection of the control panels and the electrical powers. All electrical connections and/or work associated with the electrical connections must be made in compliant with all applicable building codes at each respective location.
7. Any shipping charges must be included in the price of the control panel.
8. Vendor must provide training on the operation of the control panel. Up to a total of six training sessions may be required. All cost associated with training shall be included in the contract price.
9. Training is to be conducted within 21 days after the EADPF/CCV devices are installed. Please note that the County may require training to take place other than normal business hour at each facility to accommodate varies shifts.
10. The Control Panel shall be warranted from defect for one year from the date of acceptance. The contractor shall make all necessary repairs or replacement of the control panel, when the control panel becomes unusable for the purpose of this contract.
11. The vendor is required to provide bimonthly emailed status reports from the date the panel is ordered to delivery to the Cook County Environmental Control to [erasmo.berrios@cookcountyil.gov](mailto:erasmo.berrios@cookcountyil.gov). Mr. Berrios can also be reached at (312) 603-8200

**Item No. 4: Replacement filters for Closed Crankcase Ventilation System (CCV)**

The purchase of replacement CCV filters for the following.

1. The vendor is to provide 3 replacement filters for each of the 43 CCV Systems for a total of 129 replacement filters.

13 DOC/CCV System x 3 replacement filters	=	39 replacement filters
30 EADPF/CCV System x 3 replacement filters	=	<u>90 replacement filters</u>
Total replacement filters	=	129 replacement filters

2. Replacement filters to be delivered to Cook County Facilities, Highway and Forest Preserve facilities identified under Item No. 1 #10.
3. Each replacement filter package shall be properly labeled with corresponding Cook County vehicle unit number for which they are to be installed.
4. The vendor is responsible for placement and delivery of the replacement filters to the appropriate County facility as designated in this contract within 26 weeks after issuance of a purchase order.
5. The vendor is required to provide bimonthly emailed status reports from the date the filters are ordered to last filter delivered to the appropriate Cook County Facility to [erasmo.berrios@cookcountyil.gov](mailto:erasmo.berrios@cookcountyil.gov). Mr. Berrios can also be reached at (312) 603-8200

Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b>Vehicle Information</b>			
1	Make	FORD	
2	Model	F-350	
3	VIN #	1FDWW36P94EB8 5085	
<b>Engine Information</b>			
1	Make	INTERNATIONAL	
2	Model	POWER STROKE	
3	Year	2004	
4	Rating ( HP)	325	
<b>Muffler Information</b>			
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N
2	Envelope Size Available ( Length x Width x Height)	Length 26"	Width 11" Height 8"
3	Mounting Orientation (check one)	Horizontal XXXXX	Vertical Other
4	Exhaust Pipe direction (check one)	Top	Rear Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	Horizontal Tailpipe XXXXX
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions		
<b>Mileage Information</b>			
1	Total mileage	79167	
2	Daily Mileage	50.75	
3	% rural use	0%	
4	% highway use	10%	
5	Average speed	25	
6	Vocation of vehicle ( Plow truck, refuse, construction etc... )	CONSTRUCTION - CREW CAB	
7	Vehicle Unit #	197	
8	Vehicle Lot Location	SCHAMUBURG - DISTRICT 1	

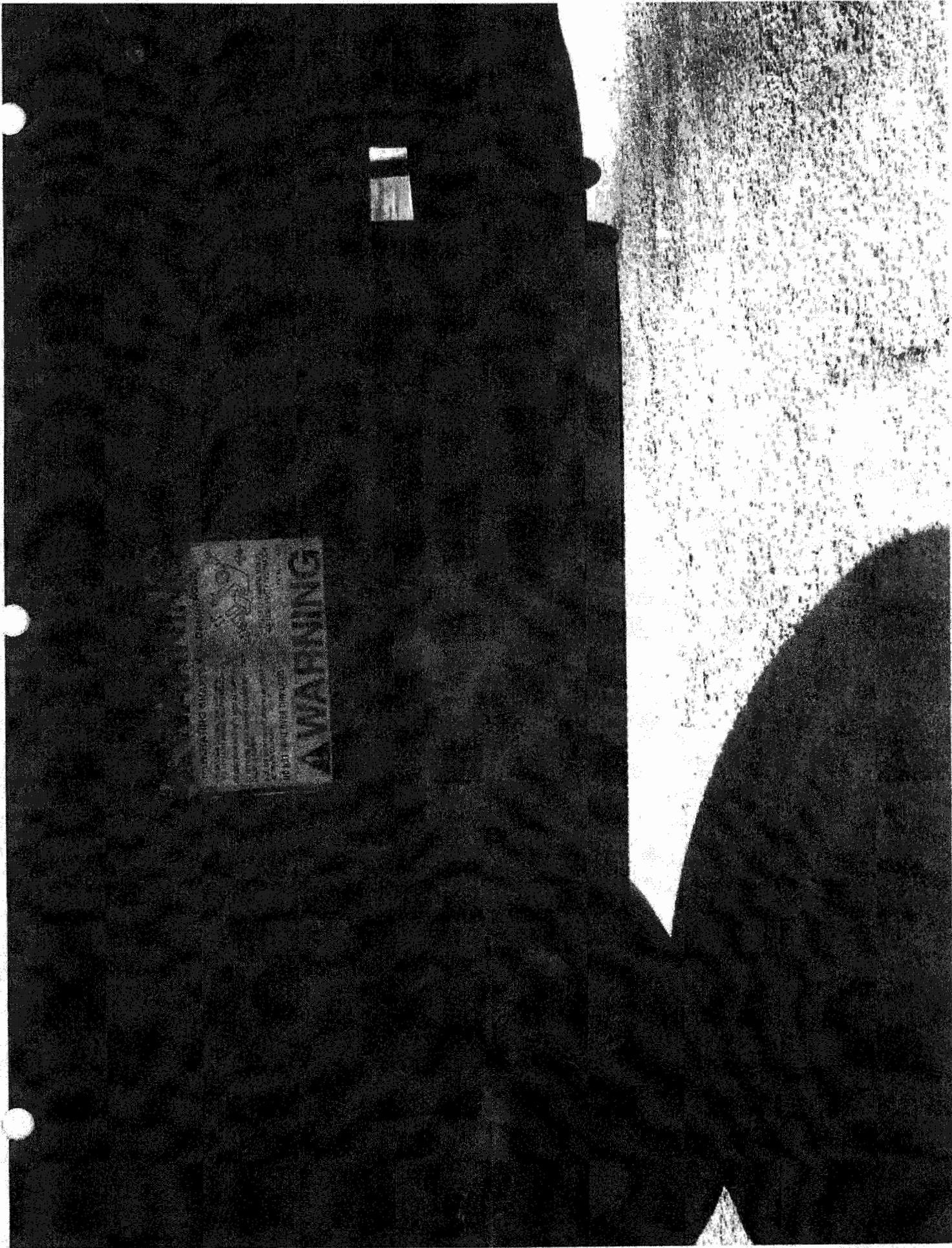
Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b>Vehicle Information</b>			
Make		FORD	
Model		F-350	
VIN #		1FDWW36P04EB8 5086	
<b>Engine Information</b>			
Make		INTERNATIONAL	
Model		POWER STROKE	
Year		2004	
Rating ( HP)			
<b>Muffler Information</b>			
Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N	
Envelope Size Available ( Length x Width x Height)	Length 26"	Width 11"	Height 8"
Mounting Orientation (check one)	Horizontal XXXXX	Vertical	Other
Exhaust Pipe direction (check one)	Top	Rear XXXXX	Side
Stack/Tailpipe Configuration (check one)	Vertical Stack	Horizontal Tailpipe XXXXX	
If vertical stack, is there	A water tap installed separate from the muffler? N/A	A raincap?	N/A
Picture or muffler mounting, dimension of brackets, mounting holes and mounting locations, clearance, heat sensitive			
<b>Mileage Information</b>			
Total mileage		64487	
Daily Mileage		41.33	
% rural use		0%	
% highway use		10%	
Average speed		25	
Vocation of vehicle ( Plow truck, refuse, construction etc...)		CONSTRUCTION - CREW CAB	
Vehicle Unit #		198	
Vehicle Lot Location		DES PLAINES - DISTRIC 2	
<b>Safety Sticker Expiration</b>			
Expiration Date		May-12	

Checklist for CMAP/CMAQ Diesel Emissions Reduction Project			Cook County Highway Department	
<b><u>Vehicle Information</u></b>				
1	Make		FORD	
2	Model		F-350	
3	VIN #		1FDWW36P24EB8 5087	
<b><u>Engine Information</u></b>				
1	Make		INTERNATIONAL	
2	Model		POWER STROKE	
3	Year		2004	
4	Rating (HP)			
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N	
2	Envelope Size Available (Length x Width x Height)	Length 26"	Width 11"	Height 8"
3	Mounting Orientation (check one)	Horizontal XXXXX	Vertical	Other
4	Exhaust Pipe direction (check one)	Top	Rear	Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	Horizontal Tailpipe XXXXX	
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap?	NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions			
<b><u>Mileage Information</u></b>				
1	Total mileage		68442	
2	Daily Mileage		43.9	
3	% rural use		0%	
4	% highway use		10%	
5	Average speed		25	
6	Vocation of vehicle (Plow truck, refuse, construction etc...)		CONSTRUCTION - CREW CAB	
7	Vehicle Unit #		199	
8	Vehicle Lot Location		LA GRANGE PARK - DISTRICT 3	
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date		Jun-12	

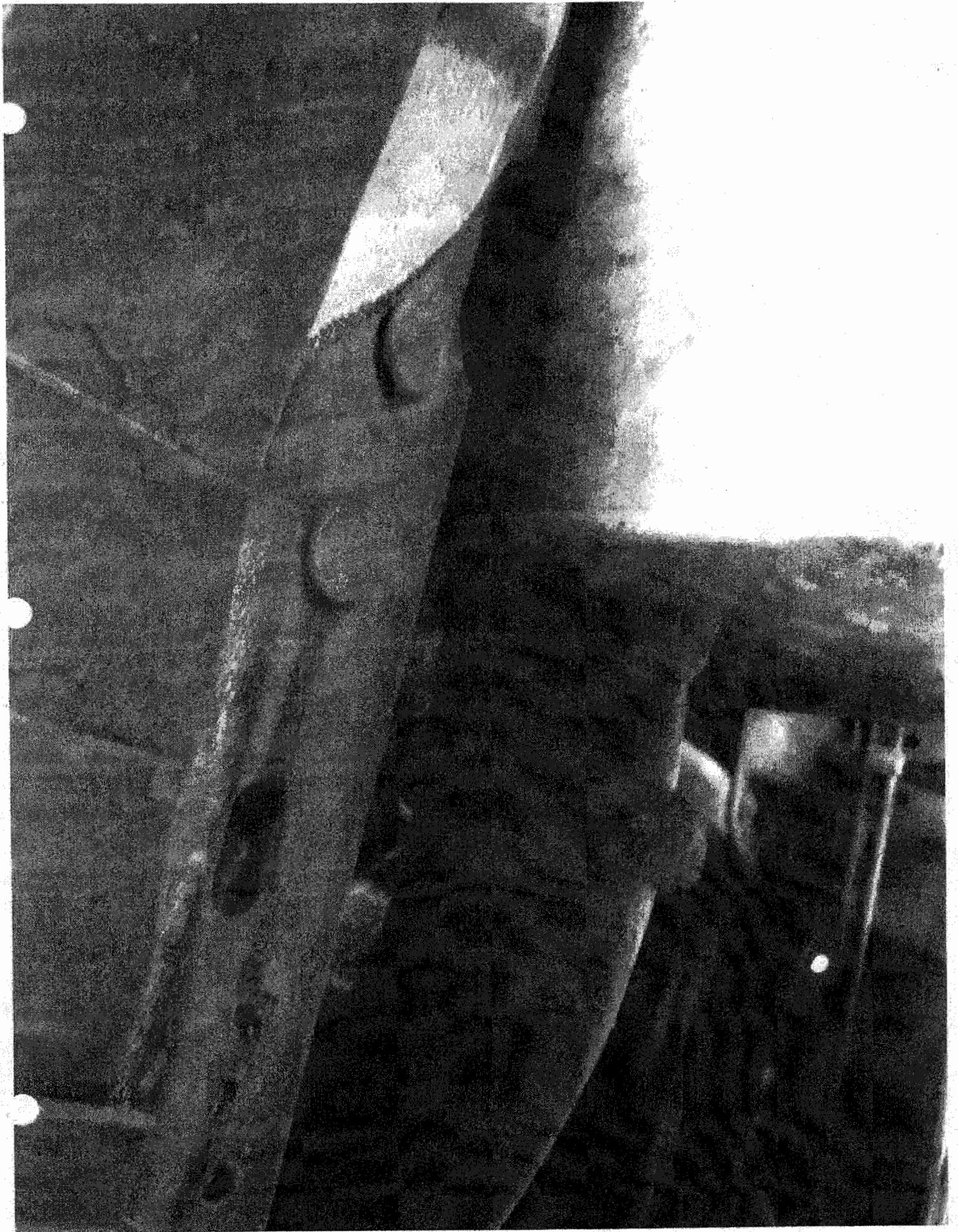
CHECKLIST FOR CMAP/CMAQ Diesel Emissions Reduction		Cook County Highway Department		
<b>Vehicle Information</b>				
1	Make	FORD		
2	Model	F-350		
3	VIN #	1FDWW36P44EB8 5088		
<b>Engine Information</b>				
1	Make	FORD		
2	Model	POWER STROKER		
3	Year	2004		
4	Rating (HP)	325		
<b>Muffler Information</b>				
1	Original Muffler Manufacturer & P/N	Manufacturer - ORIGINAL	P/N	
2	Envelope Size Available (Length x Width x Height)	Length 26"	Width 8"	Height 11"
3	Mounting Orientation (check one)	Horizontal XXXXX	Vertical	Other
4	Exhaust Pipe direction (check one)	Top	Rear XXXXX	Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	Horizontal Tailpipe	N/A
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO	
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive			
<b>Mileage Information</b>				
1	Total mileage	79035		
2	Daily Mileage	50.65		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	25		
6	Vocation of vehicle (Plow truck, refuse, construction etc...)	CONSTRUCTION - CREW CAB		
7	Vehicle Unit #	200		
8	Vehicle Lot Location	ORLAND PARK - DISTRICT 4		
<b>Safety Sticker Expiration</b>				
1	Expiration Date	12-Jan		

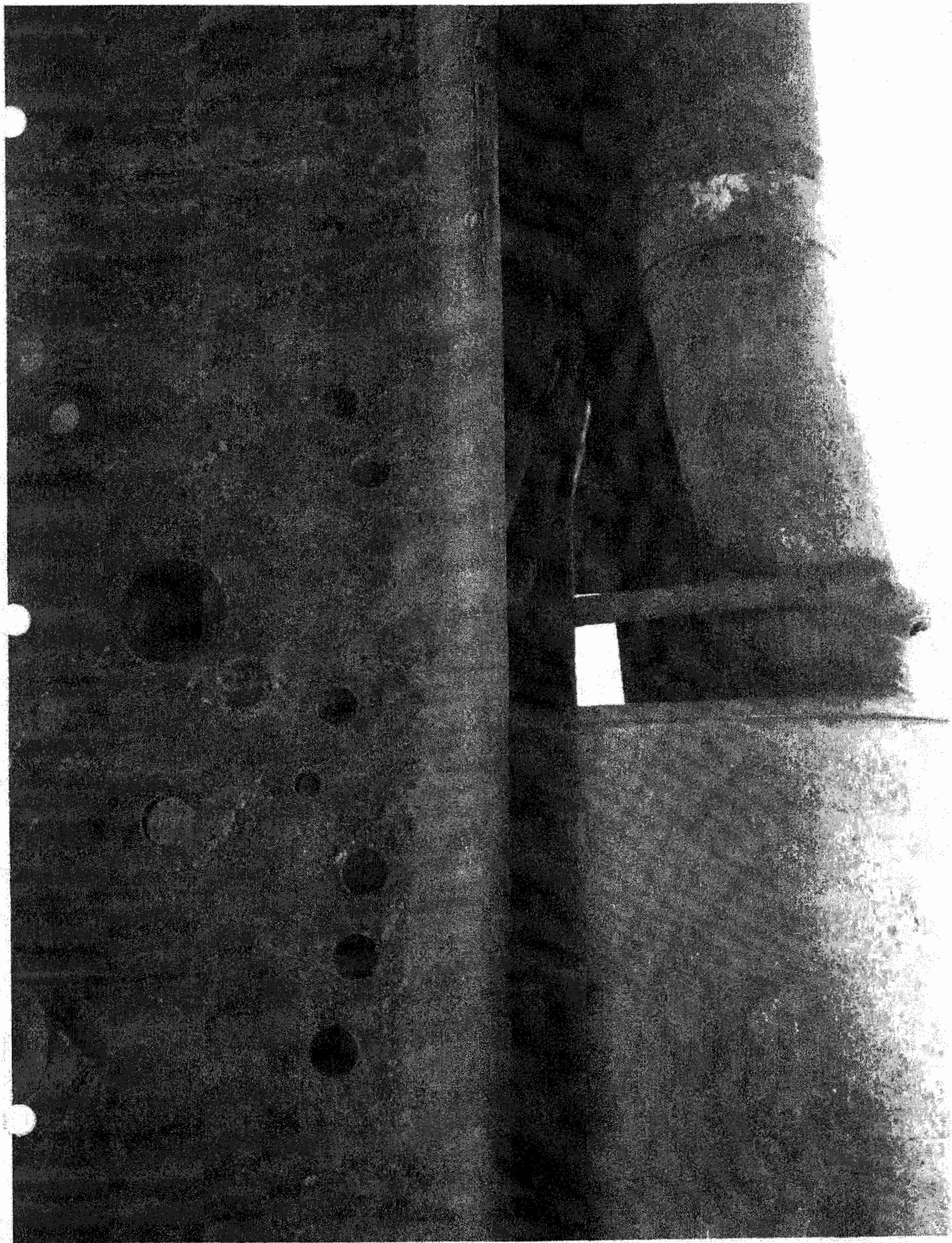
Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b>Vehicle Information</b>			
Make		FORD	
Model		F-350	
VIN #		1FDWW36P44EB8 5089	
<b>Engine Information</b>			
Make		FORD	
Model		POWER STROKE	
Year		2004	
Rating ( HP)		325	
<b>Muffler Information</b>			
Original Muffler Manufacturer & P/N	Manufacturer - ORIGINAL	P/N	
Envelope Size Available ( Length x Width x Height)	Length - 26"	Width 8"	Height 11'
Mounting Orientation (check one)	Horizontal - XXXXX	Vertical	Other
Exhaust Pipe direction (check one)	Top	Rear - XXXXX	Side
Stack/Tailpipe Configuration (check one)	Vertical Stack	Horizontal Tailpipe - XXXX	
If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO	
Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions			
<b>Mileage Information</b>			
Total mileage		113316	
Daily Mileage		62.25	
% rural use		0%	
% highway use		10%	
Average speed		25	
Vocation of vehicle ( Plow truck, refuse, construction etc...)		CONSTRUCTION - CREW CAB	
Vehicle Unit #		201	
Vehicle Lot Location		BLUE ISLAND - DISTRICT 5	
<b>Safety Sticker Expiration</b>			
Expiration Date		Feb-12	



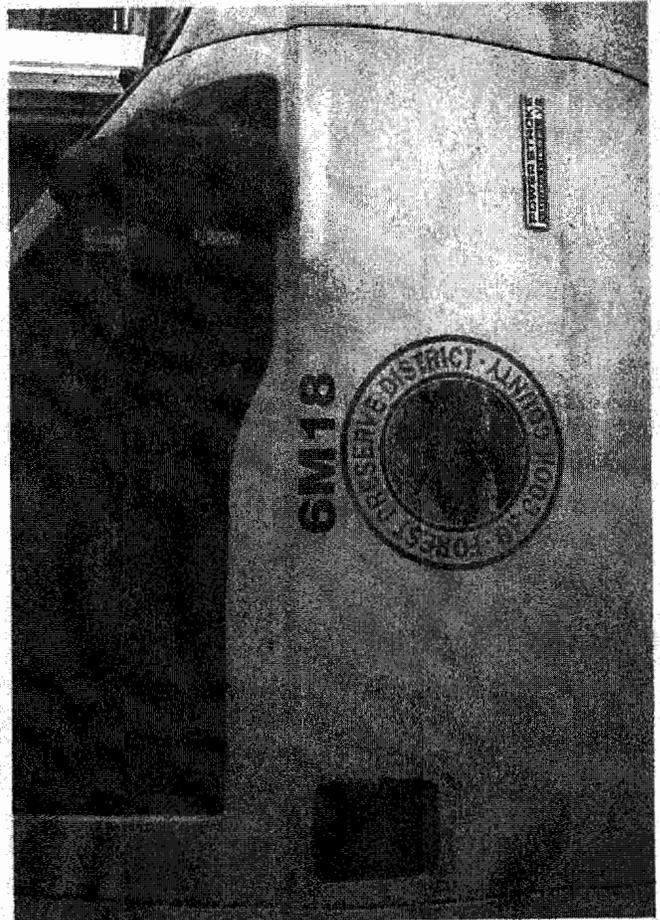
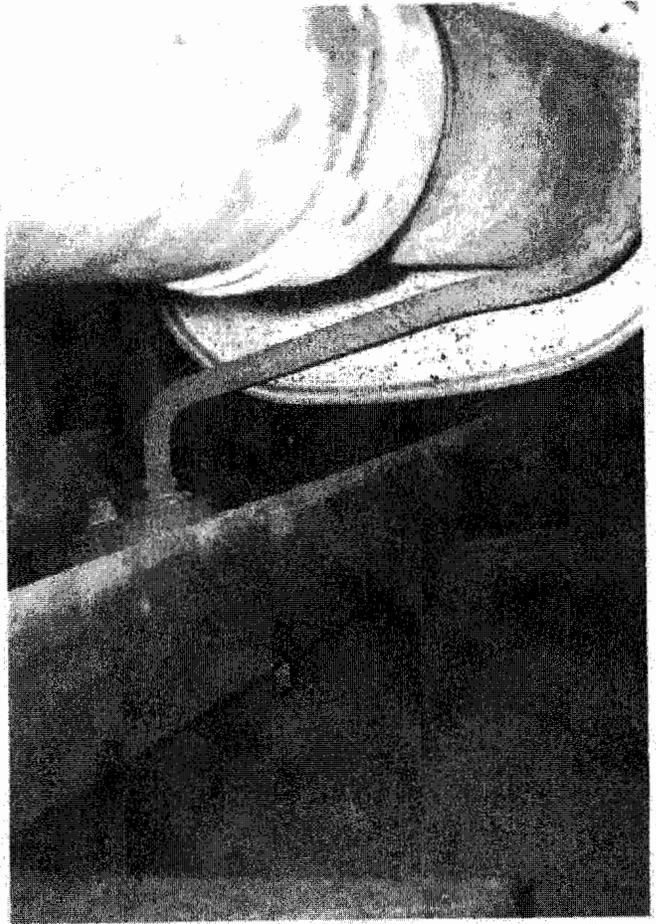


AWAKENING  
FOR THE  
UNAWAKENED





Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Forest Preserve District of Cook County	
<b>Vehicle Information</b>			
1	Make	FORD	
2	Model	F350 XL SUPER DUTY	
3	Vin#	1FDWW37P56EC24322	
<b>Engine Information</b>			
1	Make	Ford	
2	Model	6.0 L	
3	Year	2006	
4	Rating ( HP)		
<b>Muffler Information</b>			
1	Original Muffler Manufacturer & P/N	Manufacturer Ford	P/N
2	Envelope Size Available ( Length x Width x Height)	Length 26"	Width 8 3/4 " Height 11 1/2"
3	Mounting Orientation (check one)	Horizontal Yes	Vertical Other
4	Exhaust Pipe direction (check one)	Top	Rear Yes Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	Horizontal Tailpipe Yes
6	If vertical stack, is there	A water tap installed separate from the muffler?	A raincap? Yes
7	Picture of muffler mounting, dimension or brackets, mounting notes and mounting locations, clearances, near sensitive components and near shield dimensions		
<b>Mileage Information</b>			
1	Total mileage	20144	
2	Daily Mileage		
3	% rural use		
4	% highway use		
5	Average speed		
6	Vocation of vehicle ( Plow truck, refuse, construction etc )		Picture 6M18
<b>Vehicle Lot Location</b>			
		<b>Unit #</b>	
1	TINLEY CREE DIV	6M14	IFDWW37P36EC24321
2	THORN CREEK DIV	6M16	IFDWW37P76EC24323
3	PALOS SAG DIV	6M17	IFDWW37P96EC24324
4	SALT CREEK DIV	6M18	IFDWW37P06EC24325
5	INDIAN BDY DIV	6M19	IFDWW37P36EC24326
6	CALUMET DIV	6M22	IFDWW37P16EC24320
7	CALUMET DIV	6M23	IFDWW37P56EC24319



CHECKLIST FOR CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department		
<b>Vehicle Information</b>				
Make		VOLVO		
Model		WG64 6X4		
VIN #		4V5JC8HE81N310 900		
<b>Engine Information</b>				
Make		VOLVO		
Model		VED7C - 275		
Year		2001		
Rating ( HP)		275		
<b>Muffler Information</b>				
Original Muffler Manufacturer & P/N	Manufacturer	ORIGINAL	P/N	
Envelope Size Available ( Length x Width x Height)	Length	44"	Width	15"
			Height	10"
Mounting Orientation (check one)	Horizontal	XXXXX	Vertical	Other
Exhaust Pipe direction (check one)	Top	XXXXX	Rear	Side
Stack/Tailpipe Configuration (check one)	Vertical Stack	XXXXX	Horizontal Tailpipe	
If vertical stack, is there	A water tap installed separate from the muffler?	NO	A raincap?	NO
Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearance, heat condition				
<b>Mileage Information</b>				
Total mileage		29519		
Daily Mileage		12.61		
% rural use		0%		
% highway use		10%		
Average speed		35		
Vocation of vehicle ( Plow truck, refuse, construction etc...)		FLOW TRUCK		
Vehicle Unit #		170		
Vehicle Lot Location		DES PLAINES - DISTRICT 2		
<b>Safety Sticker Expiration</b>				
Expiration Date		Jun-12		

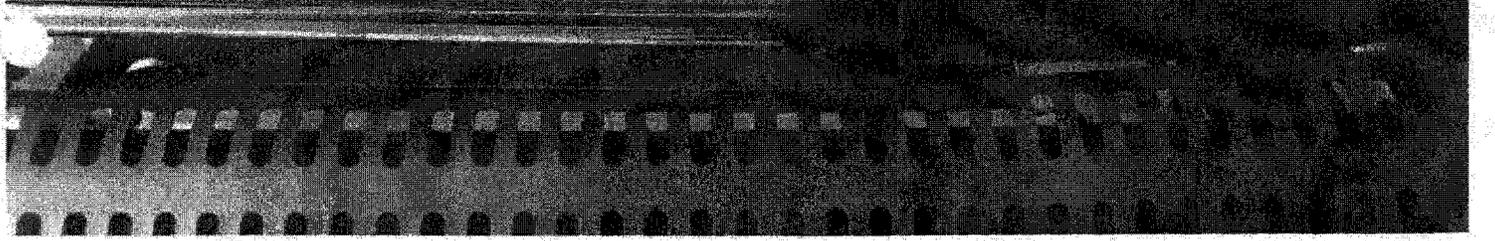
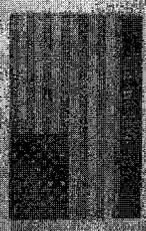
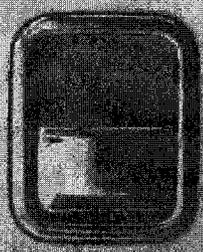
<b>Checklist for CMAP/CMAQ Diesel Emissions Reduction</b>		<b>Cook County Highway Department</b>		
<b><u>Vehicle Information</u></b>				
1	Make	VOLVO		
2	Model	WG64 6X5		
3	VIN #	4V5JC8HEXIN310 901		
<b><u>Engine Information</u></b>				
1	Make	VOLVO		
2	Model	VED 7C 275		
3	Year	2001		
4	Rating ( HP)	275		
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer - ORIGINAL	P/N	
2	Envelope Size Available ( Length x Width x Height)	Length 44"	Width 15"	Height 10"
3	Mounting Orientation (check one)	Horizontal XXXXX	Vertical	Other
4	Exhaust Pipe direction (check one)	Top XXXXX	Rear	Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe	
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? YES	
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearance, heat sensitive			
<b><u>Mileage Information</u></b>				
1	Total mileage	33624		
2	Daily Mileage	14.36		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)	PLOW TRUCK		
7	Vehicle Unit #	171		
8	Vehicle Lot Location	ORLAND PARK - DISTRICT 4		
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date	12-Feb		

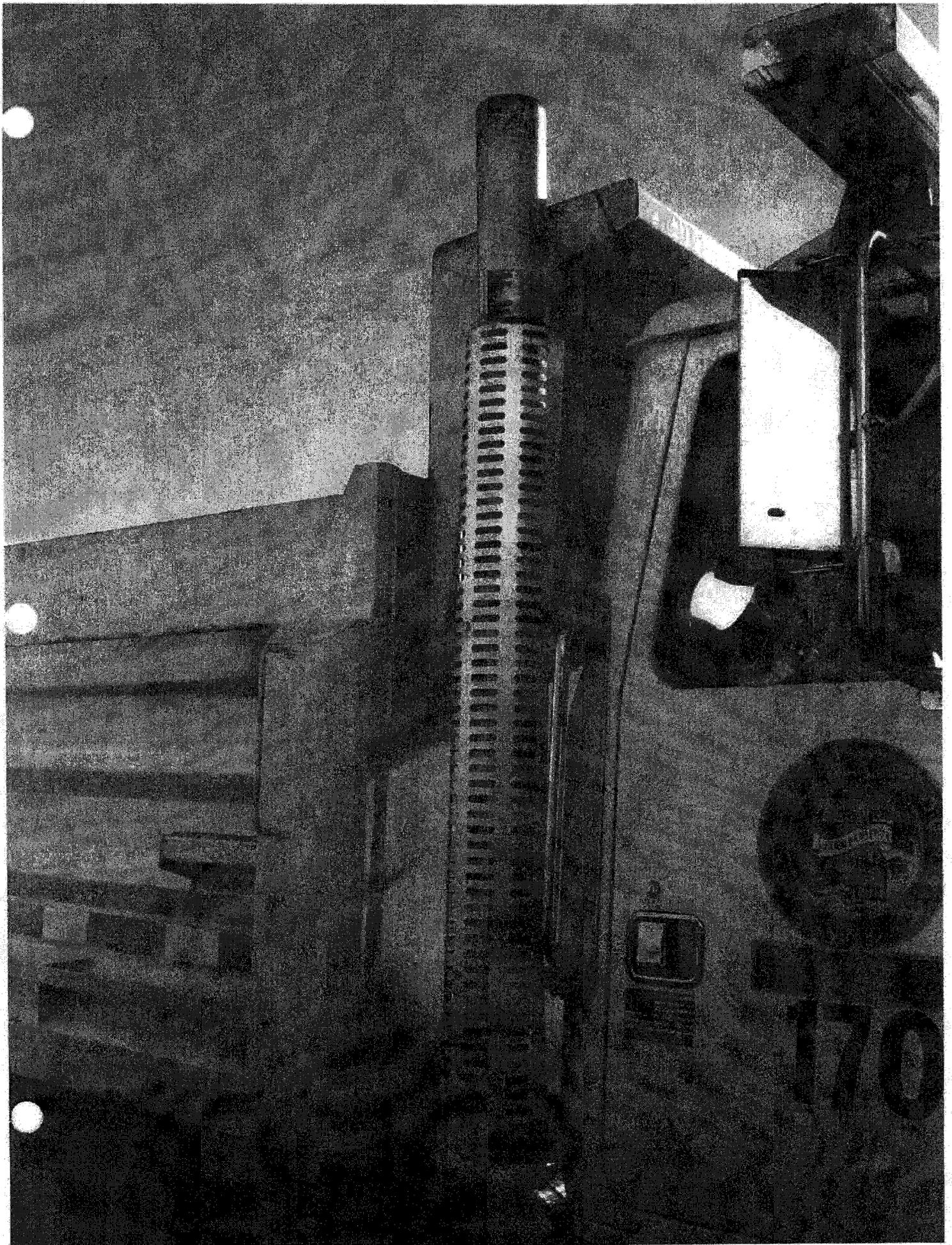
Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b><u>Vehicle Information</u></b>			
1	Make	VOLVO	
2	Model	WG64 6X6	
3	VIN #	4V5JC8HE51N310 899	
<b><u>Engine Information</u></b>			
1	Make	VOLVO	
2	Model	VED7 C275	
3	Year	2001	
4	Rating ( HP)	275	
<b><u>Muffler Information</u></b>			
1	Original Muffler Manufacturer & P/N	Manufacturer - ORIGINAL	P/N
2	Envelope Size Available ( Length x Width x Height)	Length - 44"	Width - 15" Height - 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX Other
4	Exhaust Pipe direction (check one)	Top	Rear Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions		
<b><u>Mileage Information</u></b>			
1	Total mileage	27625	
2	Daily Mileage	11.5 MILES A DAY	
3	% rural use	0%	
4	% highway use	10%	
5	Average speed	35	
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)	PLOW TRUCK - SEASONAL	
7	Vehicle Unit #	172	
8	Vehicle Lot Location	BLUE ISLAND - DISTRICT 5	
<b><u>Safety Sticker Expiration</u></b>			
1	Expiration Date	Mar-12	

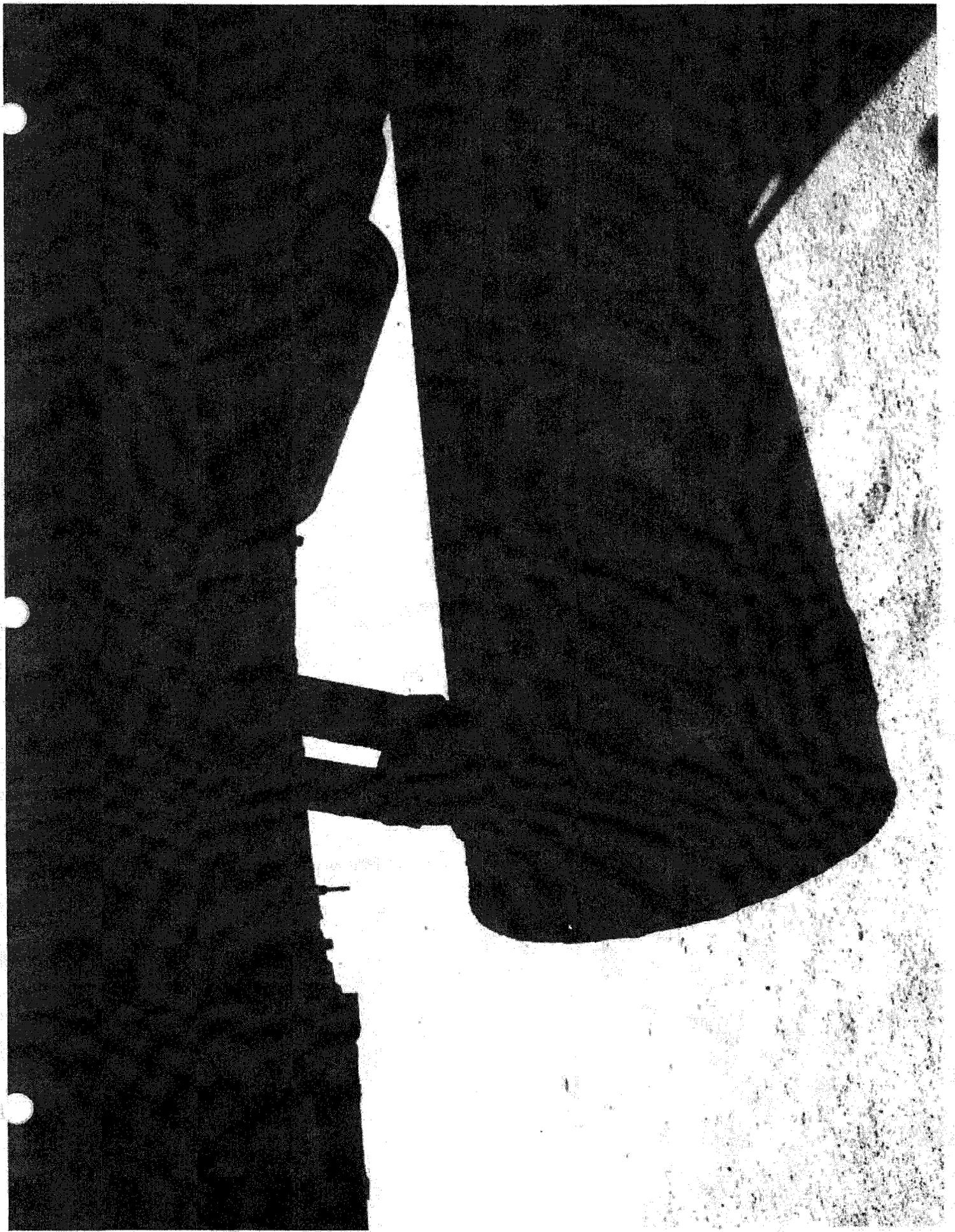
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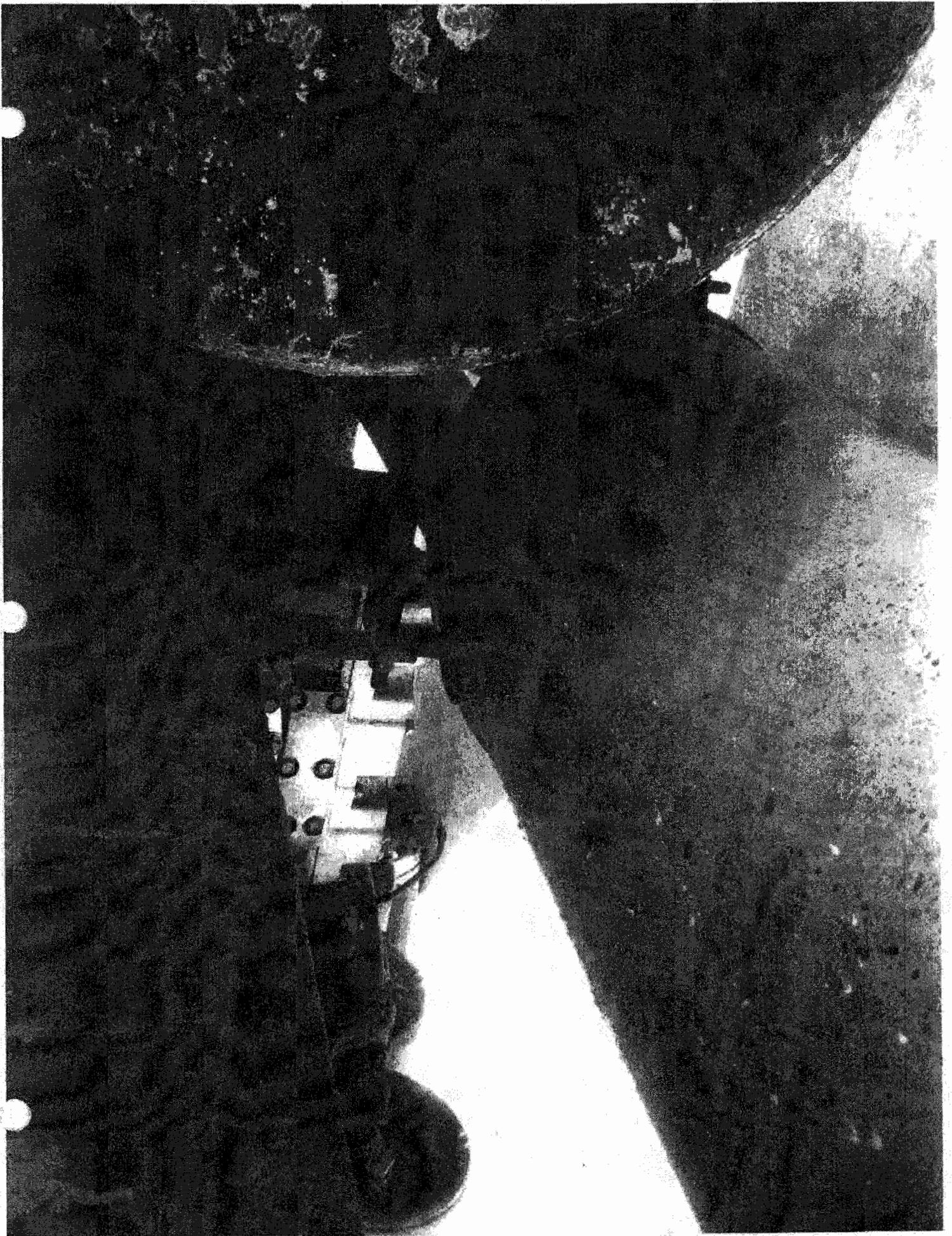


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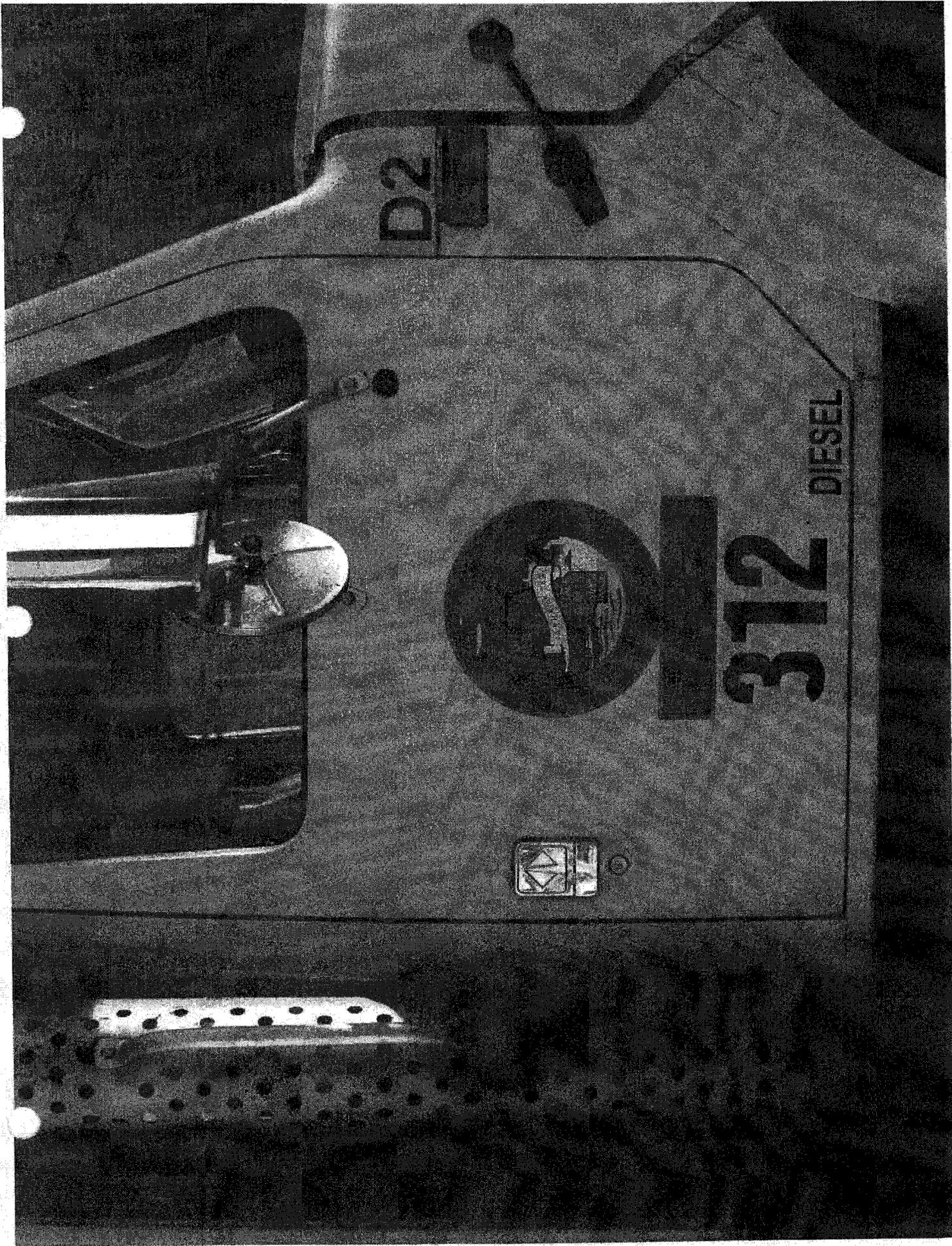
Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b><u>Vehicle Information</u></b>			
1	Make	INTERNATIONAL	
2	Model	2574 6X4	
3	VIN#	1HTSHAAR6WH52 2117	
<b><u>Engine Information</u></b>			
1	Make	INTERNATIONAL	
2	Model	B250	
3	Year	1998	
4	Rating (HP)	250	
<b><u>Muffler Information</u></b>			
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N
2	Envelope Size Available ( Length x Width x Height)	Length 32"	Width 8" Height 11"
3	Mounting Orientation (check one)	Horizontal XXXXX	Vertical Other
4	Exhaust Pipe direction (check one)	Top XXXXX	Rear Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? YES
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions		
<b><u>Mileage Information</u></b>			
1	Total mileage	48568	
2	Daily Mileage	15.56	
3	% rural use	0%	
4	% highway use	10%	
5	Average speed	35	
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)	PLOW	
7	Vehicle Unit #	312	
8	Vehicle Lot Location	DES PLAINES - DISTRICT 2	
<b><u>Safety Sticker Expiration</u></b>			
1	Expiration Date	Feb-11	

Checklist for CMAP/CMAQ Diesel Emissions Reduction Project			Cook County Highway Department	
<b><u>Vehicle Information</u></b>				
1	Make		INTERNATIONAL	
2	Model		2574 6X4	
3	VIN #		1HTSHAAR6WHS2 2118	
<b><u>Engine Information</u></b>				
1	Make		INTERNATIONAL	
2	Model		B250	
3	Year		1998	
4	Rating (HP)		250	
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer	ORIGINAL	P/N
2	Envelope Size Available ( Length x Width x Height)	Length	32"	Width 8" Height 11"
3	Mounting Orientation (check one)	Horizontal	XXXXX	Vertical Other
4	Exhaust Pipe direction (check one)	Top	XXXXX	Rear Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler?	NO	A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions			
<b><u>Mileage Information</u></b>				
1	Total mileage		UNKNOWN	
2	Daily Mileage			
3	% rural use		0%	
4	% highway use		10%	
5	Average speed		35	
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)		PLOW	
7	Vehicle Unit #		313	
8	Vehicle Lot Location		LA GRANGE PARK - DISTRICT 3	
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date		11-Jun	

Checklist for CMAP/CMAQ Diesel Emissions Reduction		Cook County Highway Department		
<b><u>Vehicle Information</u></b>				
1	Make	INTERNATIONAL		
2	Model	2574 6X4		
3	VIN #	1HTSHAAR2WH52 2114		
<b><u>Engine Information</u></b>				
1	Make	INTERNATIONAL		
2	Model	B250		
3	Year	1998		
4	Rating (HP)			
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer	ORIGINAL	P/N
2	Envelope Size Available (Length x Width x Height)	Length	32"	Width 8" Height 11"
3	Mounting Orientation (check one)	Horizontal	XXXXX	Vertical Other
4	Exhaust Pipe direction (check one)	Top	XXXXX	Rear Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler?	NO	A raincap? YES
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearance, heat sensitive			
<b><u>Mileage Information</u></b>				
1	Total mileage	56928		
2	Daily Mileage	18.25		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle (Plow truck, refuse, construction etc...)	PLOW		
7	Vehicle Unit #	314		
8	Vehicle Lot Location	ORLAND PARK - DISTRICT 4		
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date	12-Jan		

Checklist for CMAP/CMAQ Diesel Emissions Reduction Project			Cook County Highway Department	
<b><u>Vehicle Information</u></b>				
1	Make		INTERNATIONAL	
2	Model		2574 6X4	
3	VIN #		1HTSHAAR4WH52 2115	
<b><u>Engine Information</u></b>				
1	Make		INTERNATIONAL	
2	Model		B250	
3	Year		1998	
4	Rating (HP)		250	
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer - ORIGINAL	P/N	
2	Envelope Size Available (Length x Width x Height)	Length 32"	Width 8"	Height 11"
3	Mounting Orientation (check one)	Horizontal XXXXX	Vertical	Other
4	Exhaust Pipe direction (check one)	Top XXXXX	Rear	Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe	
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap?	YES
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions			
<b><u>Mileage Information</u></b>				
1	Total mileage		57987	
2	Daily Mileage		18.6	
3	% rural use		0%	
4	% highway use		10%	
5	Average speed		35	
6	Vocation of vehicle (Plow truck, refuse, construction etc...)		PLOW	
7	Vehicle Unit #		315	
8	Vehicle Lot Location		BLUE ISLAND - DISTRICT 5	
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date		May-12	

Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b><u>Vehicle Information</u></b>			
1	Make	INTERNATIONAL	
2	Model	2574 6X4	
3	VIN #	1HTSHAAR6WH52 2116	
<b><u>Engine Information</u></b>			
1	Make	INTERNATIONAL	
2	Model	B250	
3	Year	1998	
4	Rating ( HP)	250	
<b><u>Muffler Information</u></b>			
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL - BAD	P/N
2	Envelope Size Available ( Length x Width x Height)	Length 32"	Width 8" Height 11"
3	Mounting Orientation (check one)	Horizontal XXXXX	Vertical Other
4	Exhaust Pipe direction (check one)	Top XXXXX	Rear Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions		
<b><u>Mileage Information</u></b>			
1	Total mileage	49175	
2	Daily Mileage	15.76	
3	% rural use	0%	
4	% highway use	10%	
5	Average speed	35	
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)	PLOW	
7	Vehicle Unit #	316	
8	Vehicle Lot Location	SCHAUMBURG - DISTRICT 1	

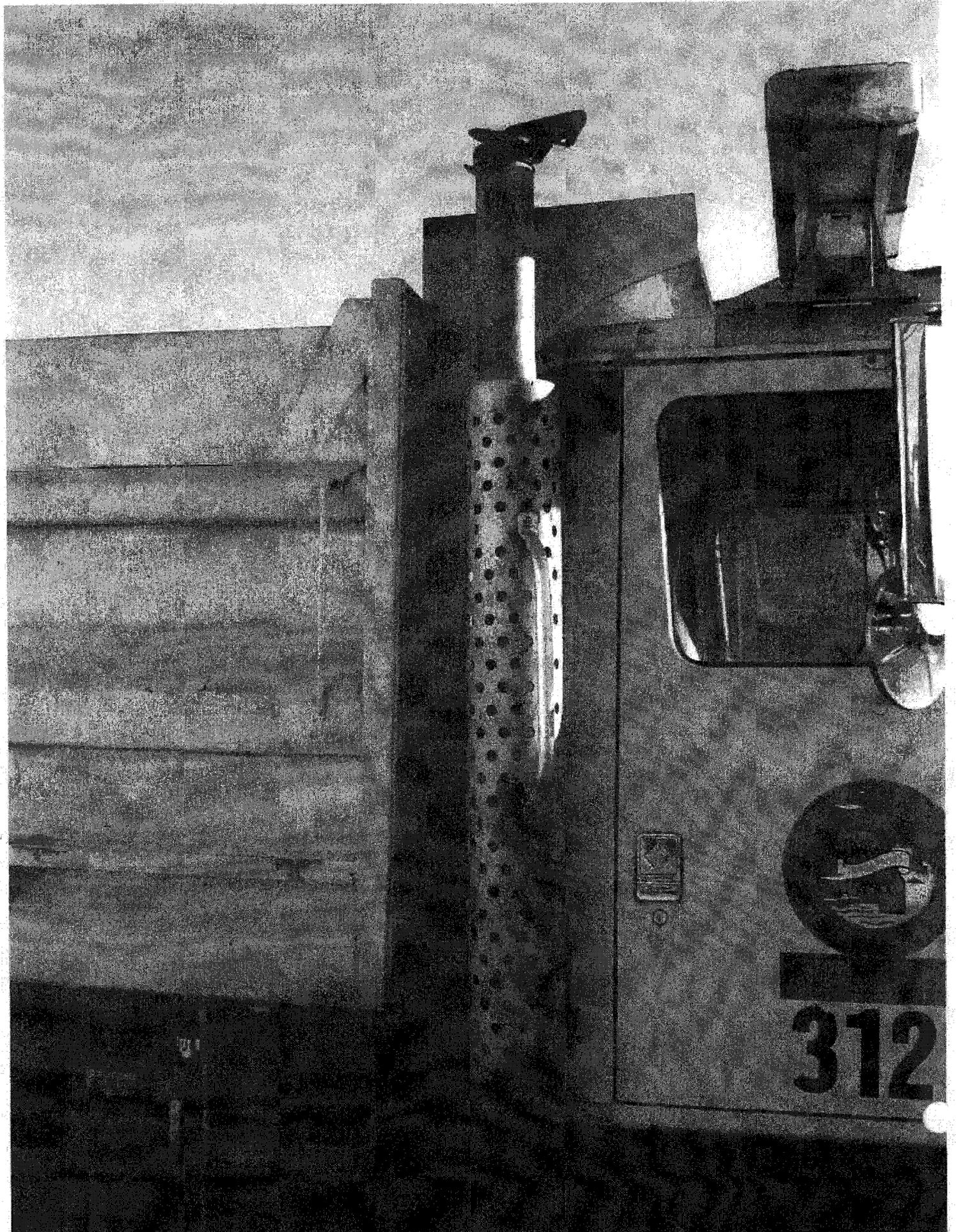


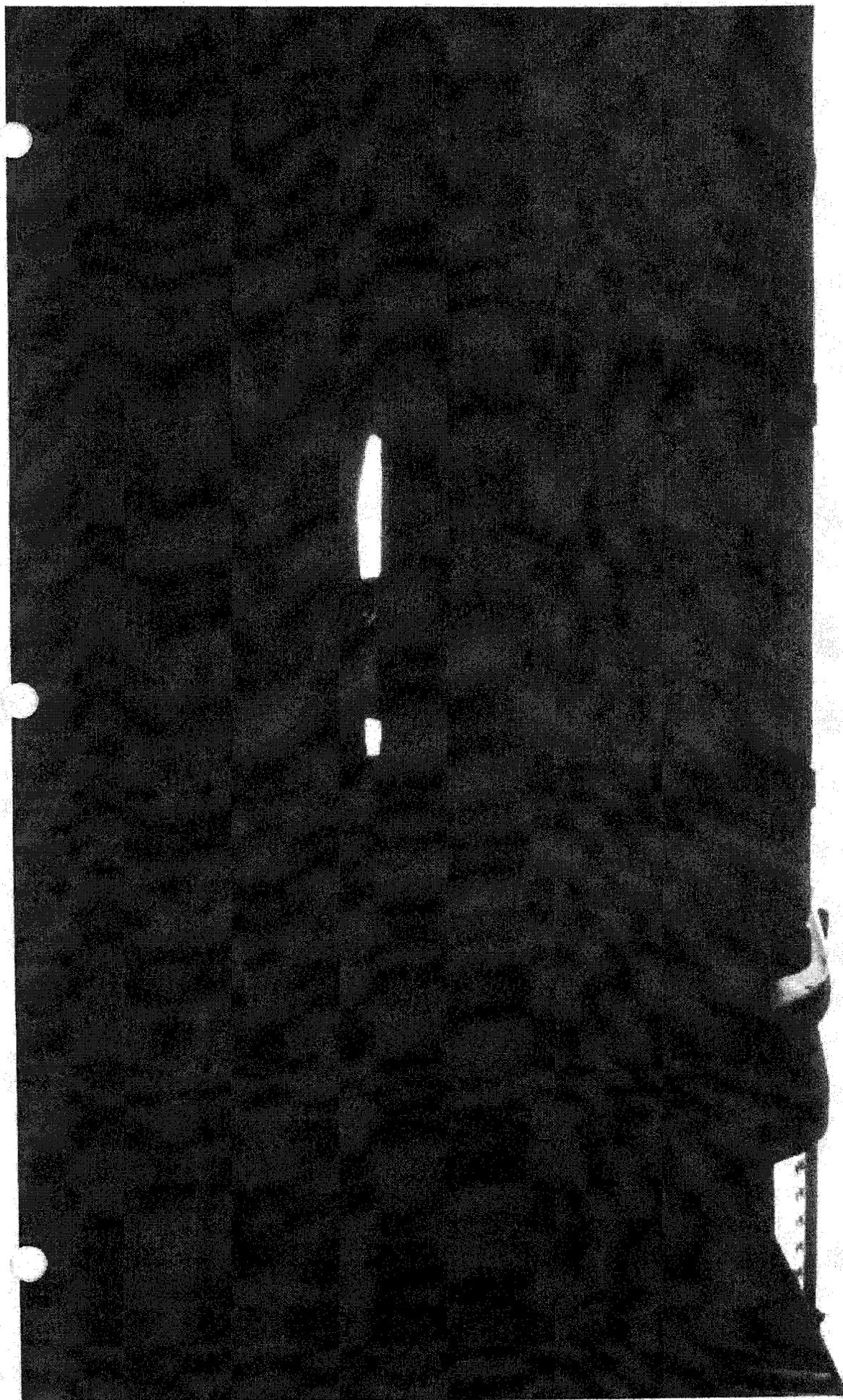
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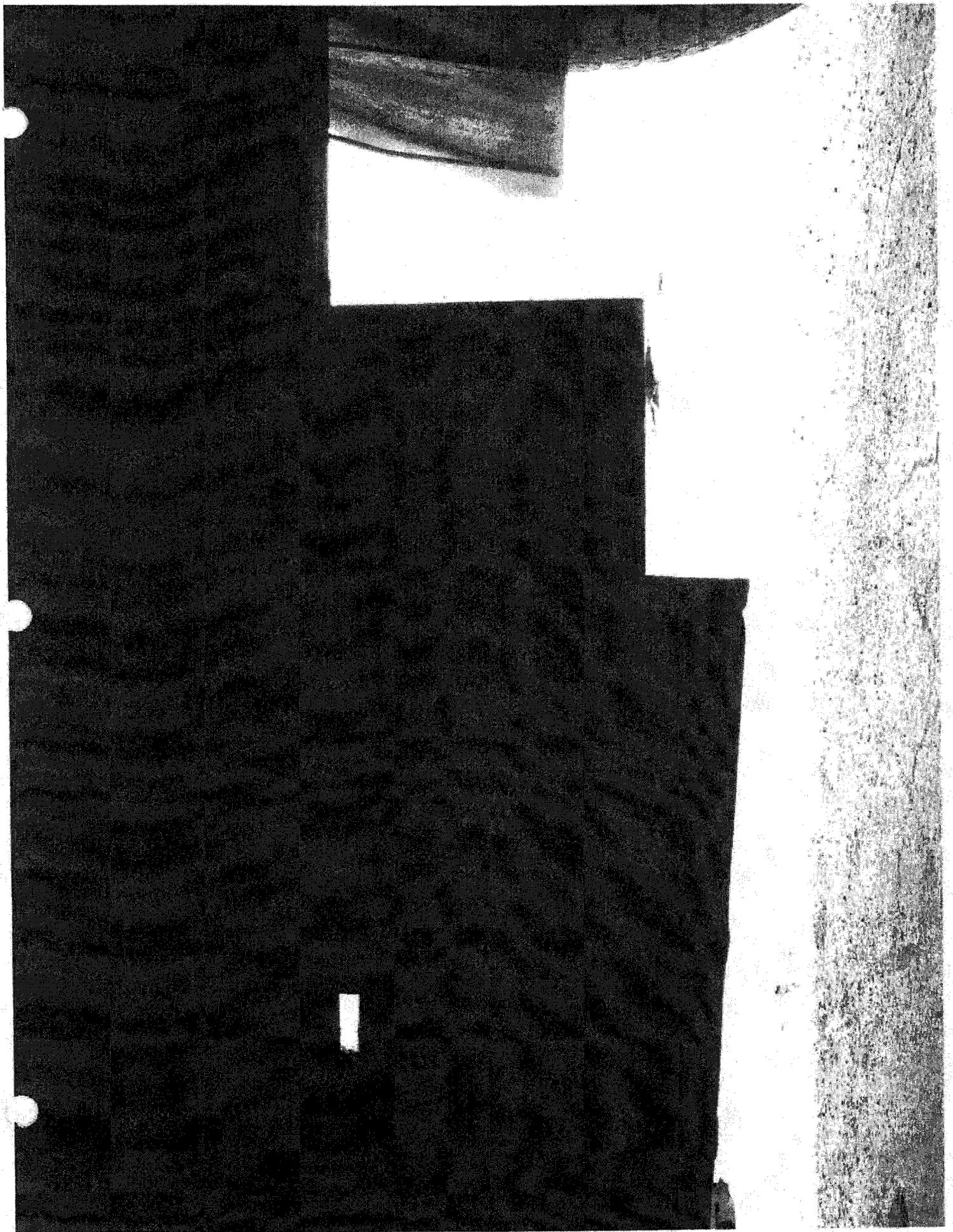
DIESEL

312









Checklist for CMAP/CMAQ Diesel Emissions Reduction Project			Cook County Highway Department	
<b><u>Vehicle Information</u></b>				
1	Make		STERLING	
2	Model		LT8511 6XI	
3	VIN #		2FZNBJBB71AH54 478	
<b><u>Engine Information</u></b>				
1	Make		CATEPILLAR	
2	Model		3126	
3	Year		2001	
4	Rating ( HP)		275	
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N	
2	Envelope Size Available ( Length x Width x Height)	Length 44"	Width 10"	Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX	Other
4	Exhaust Pipe direction (check one)	Top	Rear	Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe	
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO	
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions			
<b><u>Mileage Information</u></b>				
1	Total mileage		42858	
2	Daily Mileage		18.31	
3	% rural use		0%	
4	% highway use		10%	
5	Average speed		35	
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)		PLOW TRUCK	
7	Vehicle Unit #		347	
8	Vehicle Lot Location		SCHAUMBURG - DISTRICT 1	

<b>Checklist for CMAP/CMAQ Diesel Emissions Reduction</b>		<b>Cook County Highway Department</b>		
<b><u>Vehicle Information</u></b>				
1	Make	STERLING		
2	Model	LT8511 6X2		
3	VIN #	2FZNBJBB91AN54 479		
<b><u>Engine Information</u></b>				
1	Make	CATEPILLAR		
2	Model	3126		
3	Year	2001		
4	Rating (HP)	275		
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer	ORIGINAL	P/N
2	Envelope Size Available ( Length x Width x Height)	Length	44"	Width 10" Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical	XXXXX Other
4	Exhaust Pipe direction (check one)	Top	Rear	Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler?	NO	A raincap? NO
7	Picture or manner mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive			
<b><u>Mileage Information</u></b>				
1	Total mileage	43823		
2	Daily Mileage	18.72		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle ( Plow truck, refuse, construction etc... )	PLOW TRUCK		
7	Vehicle Unit #	348		
8	Vehicle Lot Location	DES PLAINES - DISTRICT 2		
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date	MAY 2011 - DOWN -WIPERS		

Checklist for CMAP/CMAQ Diesel Emissions Reduction		Cook County Highway Department		
<b>Vehicle Information</b>				
1	Make	STERLING		
2	Model	LT8511 6X3		
3	VIN #	2FZNBJBBS1AH54 480		
<b>Engine Information</b>				
1	Make	CATEPILLAR		
2	Model	3126		
3	Year	2001		
4	Rating (HP)	275		
<b>Muffler Information</b>				
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N	
2	Envelope Size Available (Length x Width x Height)	Length 44"	Width 10"	Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX	Other
4	Exhaust Pipe direction (check one)	Top	Rear	Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe	
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO	
7	Picture or murrer mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive			
<b>Mileage Information</b>				
1	Total mileage	45956		
2	Daily Mileage	19.63		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle (Plow truck, refuse, construction etc...)	PLOW TRUCK		
7	Vehicle Unit #	349		
8	Vehicle Lot Location	DES PLAINES - DISTRICT 2		
<b>Safety Sticker Expiration</b>				
1	Expiration Date	Jun-10		

Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b>Vehicle Information</b>			
Make		STERLING	
Model		LT8511 6X4	
VIN #		2FZNBABB71AH54 481	
<b>Engine Information</b>			
Make		CATERPILLAR	
Model		3126	
Year		2001	
Rating ( HP)		270	
<b>Muffler Information</b>			
Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N	
Envelope Size Available ( Length x Width x Height)	Length 44"	Width 10"	Height 10"
Mounting Orientation (check one)	Horizontal	Vertical XXXXX	Other
Exhaust Pipe direction (check one)	Top	Rear	Side XXXXX
Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe	
If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap?	NO
Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearance, heat sensitive			
<b>Mileage Information</b>			
Total mileage		39752	
Daily Mileage		16.98	
% rural use		0%	
% highway use		10%	
Average speed		35	
Vocation of vehicle ( Plow truck, refuse, construction etc...)		PLOW TRUCK	
Vehicle Unit #		350	
Vehicle Lot Location		ORLAND PARK - DISTRICT 4	
<b>Safety Sticker Expiration</b>			
Expiration Date		12-Jan	

<b>Checklist for CMAP/CMAQ Diesel Emissions Reduction</b>		<b>Cook County Highway Department</b>		
<b><u>Vehicle Information</u></b>				
1	Make	STERLING		
2	Model	LT8511		
3	VIN #	2FZNBJBB01AH54 483		
<b><u>Engine Information</u></b>				
1	Make	CATEPILLAR		
2	Model	3126		
3	Year	2001		
4	Rating ( HP)	275		
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer	ORIGINAL	P/N
2	Envelope Size Available (Length x Width x Height)	Length	44"	Width 10" Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical	XXXXX Other
4	Exhaust Pipe direction (check one)	Top	Rear	Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler?	NO	A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive			
<b><u>Mileage Information</u></b>				
1	Total mileage	44000		
2	Daily Mileage	18.80		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)	PLOW TRUCK		
7	Vehicle Unit #	354		
8	Vehicle Lot Location	ORLAND PARK - DISTRICT 4		
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date	12-May		

Checklist for CMAP/CMAQ Diesel Emissions Reduction		Cook County Highway Department		
<b>Vehicle Information</b>				
1	Make	STERLING		
2	Model	LT8511		
3	VIN #	2FZNBJBB21AH54 484		
<b>Engine Information</b>				
1	Make	CATEPILLAR		
2	Model	3126		
3	Year	2001		
4	Rating (HP)	270		
<b>Muffler Information</b>				
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N	
2	Envelope Size Available ( Length x Width x Height)	Length 44"	Width 10"	Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX	Other
4	Exhaust Pipe direction (check one)	Top	Rear	Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe	
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO	
7	Picture or diagram showing mounting, dimension of brackets, mounting holes and mounting locations, clearance, heat sensitive			
<b>Mileage Information</b>				
1	Total mileage	44436		
2	Daily Mileage	18.98		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle ( Plow truck, refuse, construction etc...)	PLOW TRUCK		
7	Vehicle Unit #	356		
8	Vehicle Lot Location	ORLAND PARK - DISTRICT 4		
<b>Safety Sticker Expiration</b>				
1	Expiration Date	12-Jan		

Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b><u>Vehicle Information</u></b>			
1	Make	STERLING	
2	Model	LT8511	
3	VIN #	2FZNBJB41AH54 485	
<b><u>Engine Information</u></b>			
1	Make	CATERPILLAR	
2	Model	3126	
3	Year	2001	
4	Rating (HP)	275	
<b><u>Muffler Information</u></b>			
1	Original Muffler Manufacturer & P/N	Manufacturer - ORIGINAL	P/N
2	Envelope Size Available (Length x Width x Height)	Length - 44"	Width - 10" Height - 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX Other
4	Exhaust Pipe direction (check one)	Top	Rear Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions		
<b><u>Mileage Information</u></b>			
1	Total mileage	42729	
2	Daily Mileage	14.40	
3	% rural use	0%	
4	% highway use	10%	
5	Average speed	35	
6	Vocation of vehicle (Plow truck, refuse, construction etc...)	PLOW TRUCK	
7	Vehicle Unit #	357	
8	Vehicle Lot Location	BLUE ISLAND - DISTRICT 5	
<b><u>Safety Sticker Expiration</u></b>			
1	Expiration Date		

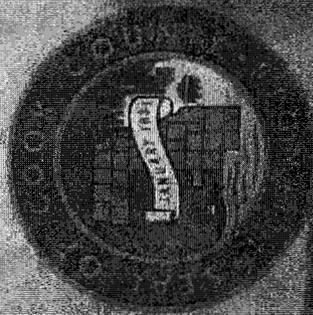
Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Cook County Highway Department	
<b><u>Vehicle Information</u></b>			
1	Make	STERLING	
2	Model	LT8511	
3	VIN #	2FZNBJBB61AH54 486	
<b><u>Engine Information</u></b>			
1	Make	CATERPLIAR	
2	Model	3126	
3	Year	2001	
4	Rating (HP)	275	
<b><u>Muffler Information</u></b>			
1	Original Muffler Manufacturer & P/N	Manufacturer - ORIGINAL	P/N
2	Envelope Size Available ( Length x Width x Height)	Length - 44"	Width 10" Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX Other
4	Exhaust Pipe direction (check one)	Top	Rear Side XXXXX
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive components and heat shield dimensions		
<b><u>Mileage Information</u></b>			
1	Total mileage	37955	
2	Daily Mileage	16.20	
3	% rural use	0%	
4	% highway use	10%	
5	Average speed	35	
6	Vocation of vehicle ( Plow truck, refuse, construction etc....)	PLOW TRUCK	
7	Vehicle Unit #	360	
8	Vehicle Lot Location	BLUE ISLAND - DISTRICT 5	
<b><u>Safety Sticker Expiration</u></b>			
1	Expiration Date	Apr-12	

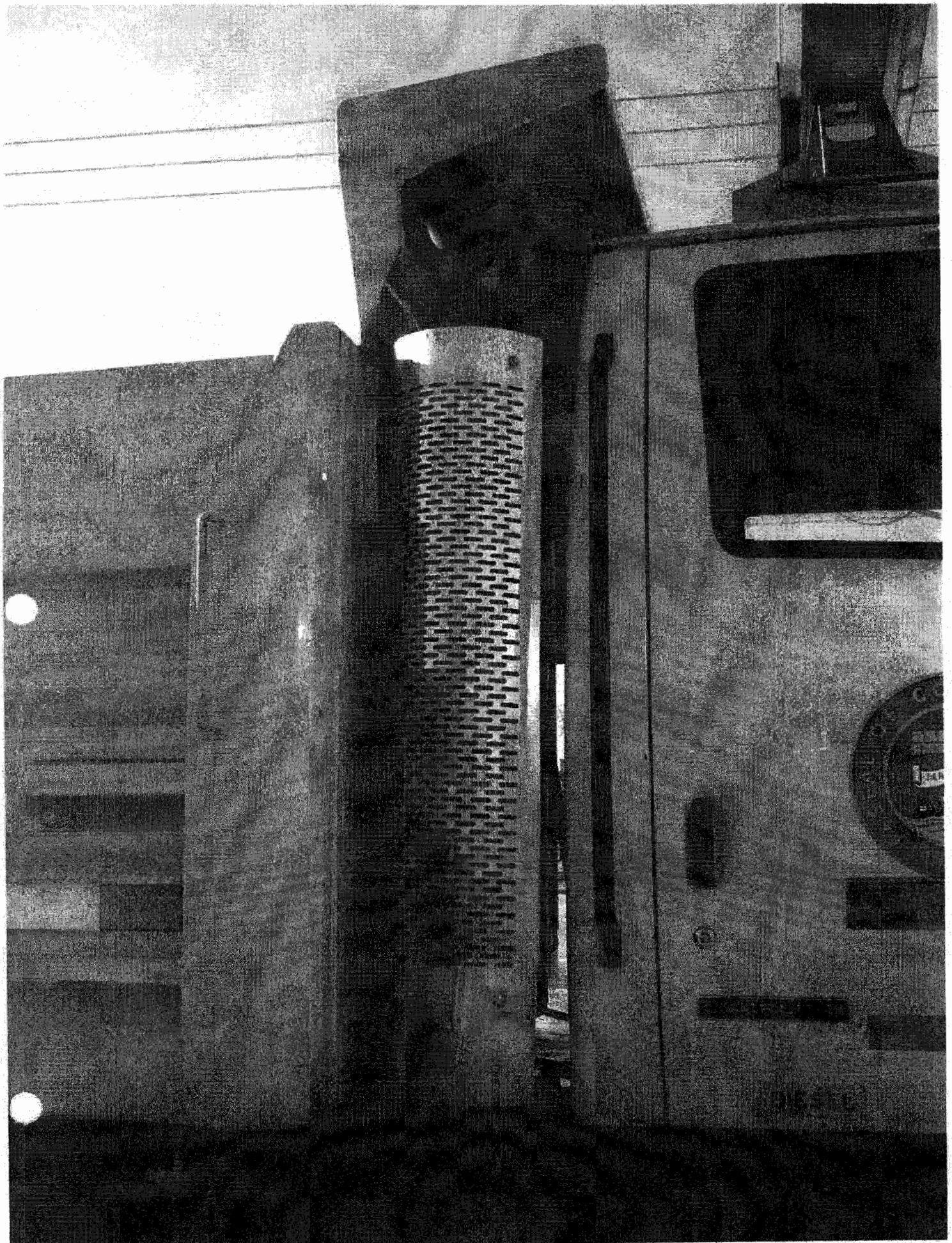
<b>Checklist for CMAP/CMAQ Diesel Emissions Reduction</b>		<b>Cook County Highway Department</b>		
<b><u>Vehicle Information</u></b>				
1	Make	STERLING		
2	Model	LT8511		
3	VIN #	2FZHATDC35AN74 712		
<b><u>Engine Information</u></b>				
1	Make	CATEPILLAR		
2	Model	C7		
3	Year	2005		
4	Rating (HP)	300		
<b><u>Muffler Information</u></b>				
1	Original Muffler Manufacturer & P/N	Manufacturer	ORIGINAL	P/N
2	Envelope Size Available (Length x Width x Height)	Length	36"	Width 11" Height 11"
3	Mounting Orientation (check one)	Horizontal	XXXXX	Vertical Other
4	Exhaust Pipe direction (check one)	Top	XXXXX	Rear Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	XXXXX	Horizontal Tailpipe
6	If vertical stack, is there	A water tap installed separate from the muffler?	NO	A raincap? NO
7	Picture or murrer mounting, dimension of brackets, mounting holes and mounting locations, clearances, heat sensitive			
<b><u>Mileage Information</u></b>				
1	Total mileage	7868		
2	Daily Mileage	6.0		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle (Plow truck, refuse, construction etc...)	PLOW TRUCK		
7	Vehicle Unit #	361		
8	Vehicle Lot Location	ORLAND PARK - DIST. 4		
<b><u>Safety Sticker Expiration</u></b>				
1	Expiration Date	NOV 11 - OUT OF COMMISSION		

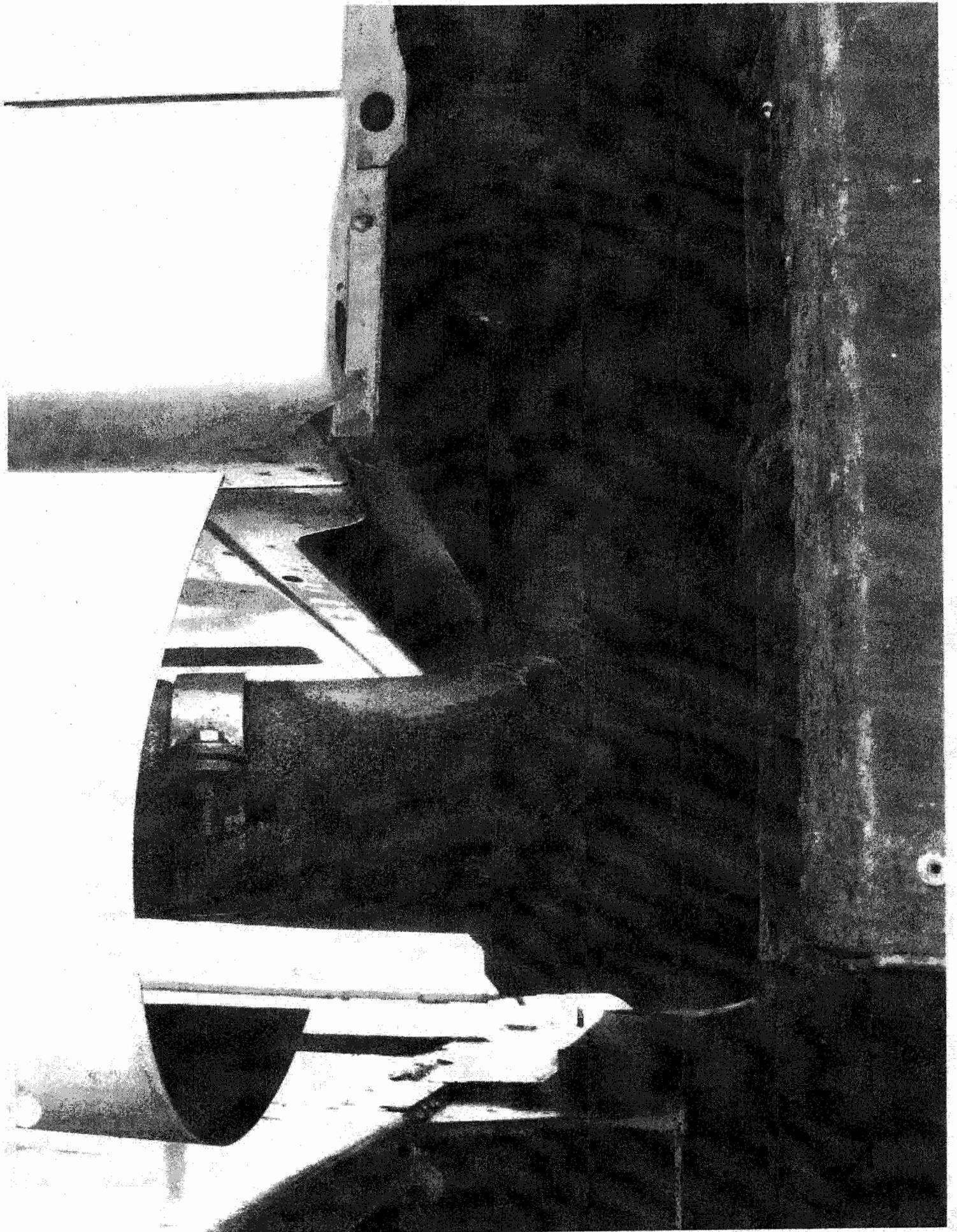
Checklist for CMAP/CMAQ Diesel Emissions Reduction		Cook County Highway Department		
<b>Vehicle Information</b>				
1	Make	STERLING		
2	Model	LT9500		
3	VIN #	2FZJAZA852AJ542 69		
<b>Engine Information</b>				
1	Make	CUMMINGS		
2	Model	ISM 370		
3	Year	2002		
4	Rating (HP)	370		
<b>Muffler Information</b>				
1	Original Muffler Manufacturer & P/N	Manufacturer ORIGINAL	P/N	
2	Envelope Size Available ( Length x Width x Height)	Length 44"	Width 10"	Height 10"
3	Mounting Orientation (check one)	Horizontal	Vertical XXXXX	Other
4	Exhaust Pipe direction (check one)	Top XXXXX	Rear	Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack XXXXX	Horizontal Tailpipe	
6	If vertical stack, is there	A water tap installed separate from the muffler? NO	A raincap? NO	
7	Picture or number mounting, dimension of brackets, mounting holes and mounting locations, clearance, heat sensitive			
<b>Mileage Information</b>				
1	Total mileage	15848		
2	Daily Mileage	7.61		
3	% rural use	0%		
4	% highway use	10%		
5	Average speed	35		
6	Vocation of vehicle ( Plow truck, refuse, construction etc... )	LOW BOY - TRACTOR TRAILER		
7	Vehicle Unit #	382		
8	Vehicle Lot Location	DES PLAINS - DIST. 2		
<b>Safety Sticker Expiration</b>				
1	Expiration Date	Apr-12		



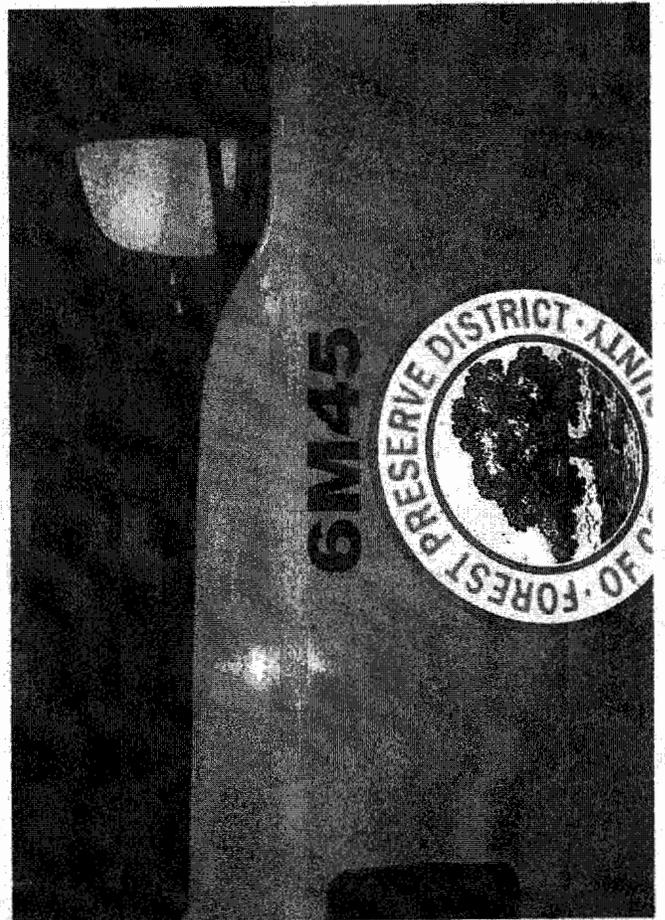
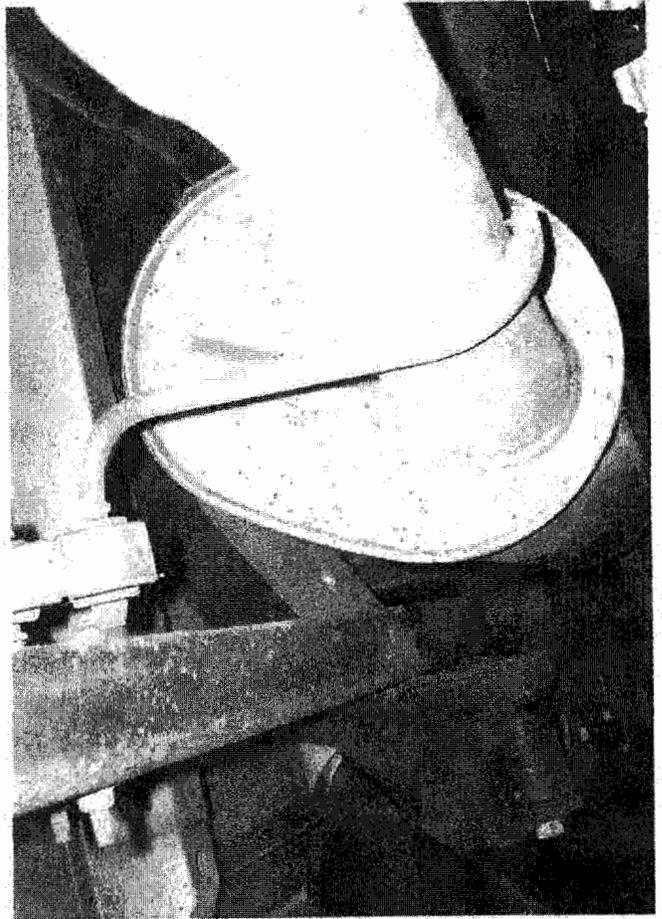
317





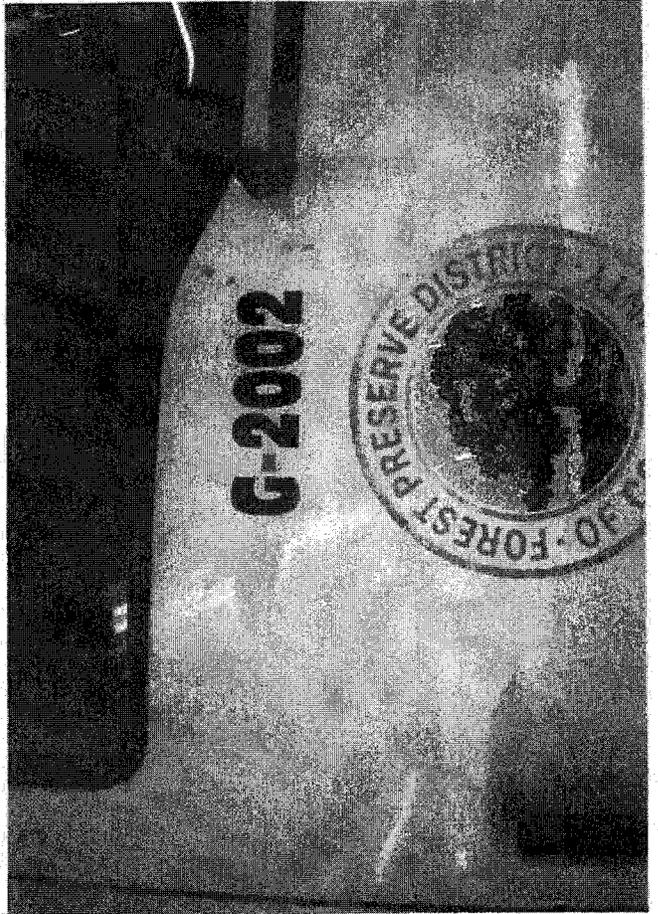
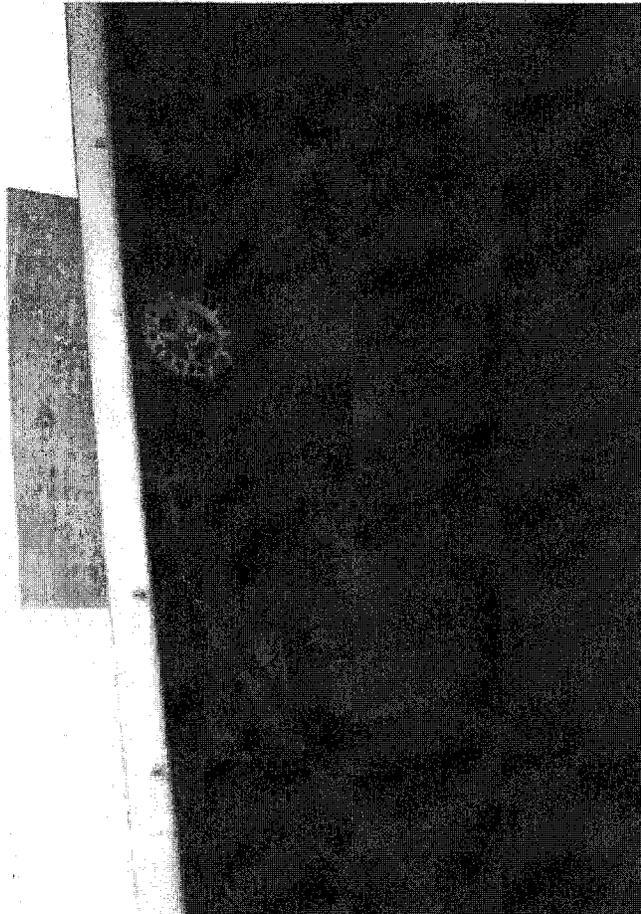


Checklist for CMAP/CMAQ Diesel Emissions Reduction Project			Forest Preserve District of Cook County	
<b>Vehicle Information</b>				
1	Make	FORD		
2	Model	F350 XL SUPER DUTY 4X4		
3	Vin#	1FTW31PX6EC24295		
<b>Engine Information</b>				
1	Make	Ford		
2	Model			
3	Year	2006		
4	Rating ( HP)	325 HP		
<b>Muffler Information</b>				
1	Original Muffler Manufacturer & P/N	Manufacturer Ford	P/N 5C325230CB	
2	Envelope Size Available ( Length x Width x Height)	Length 26"	Width	Height 11 1/2"
3	Mounting Orientation (check one)	Horizontal Yes	Vertical	Other
4	Exhaust Pipe direction (check one)	Top	Rear Yes	Side
5	Stack/Tailpipe Configuration (check one)	Vertical Stack	Horizontal Tailpipe Yes	
6	If vertical stack, is there	A water tap installed separate from the muffler?	A raincap? No	
7	Picture or muffler mounting, dimension or brackets, mounting notes and mounting locations, clearances, near sensitive components and near shield dimensions.			
<b>Mileage Information</b>				
1	Total mileage			
2	Daily Mileage			
3	% rural use			
4	% highway use			
5	Average speed			
6	Vocation of vehicle ( Plow truck, refuse, construction etc )			Picture 6M45
<b>Vehicle Lot Location</b>				
		<b>Unit #</b>		
1	North Branch-Skokie Div	6M41	1FTWF31PX6EC24295	
2	Northwest-Poplar Creek Div	6M42	1FTWF31P86EC24294	
3	Calumet Div	6M43	1FTWF31P26EC24291	
4	Indian Boundary-Des Plaines	6M44	1FTWF31P46EC24292	
5	Palos-Sag Valley Div	6M45	1FTWF31P66EC24293	
6	Salt Creek Div	6M46	1FTWF31P16EC24296	
7	Thorn Creek Div	6M47	1FTWF31P36EC24297	
8	Tinley Creek Div	6M61	1FTWF31P56EC24298	
9	Palos RM	RM60	1FTWF31P76EC24299	





Checklist for CMAP/CMAQ Diesel Emissions Reduction Project		Forest Preserve District of Cook County	
<b>Vehicle Information</b>			
1	Make	FORD/STERLING	
2	Model	L-7501 PACKER	
3	Vin#	2FZHRJAA6YAB20526	
<b>Engine Information</b>			
1	Make	CAT	
2	Model	2136	
3	Year	2000	
4	Rating ( HP)		
<b>Muffler Information</b>			
1	Original Muffler Manufacturer & P/N	Manufacturer STERLING	P/N
2	Envelope Size Available ( Length x Width x Height)	Length 36"	Width 11" Height 11"
3	Mounting Orientation (check one)	Horizontal YES	Vertical Other
4	Exhaust Pipe direction (check one)	Top	Rear Side YES
5	Stack/Tailpipe Configuration (check one)	Vertical Stack YES	Horizontal Tailpipe
6	If vertical stack, is there a water tap installed separate from the muffler?		A raincap? NO
7	Picture of muffler mounting, dimension of brackets, mounting holes and mounting locations, clearances, near sensitive components and near shield dimensions		
<b>Mileage Information</b>			
1	Total mileage	111633	
2	Daily Mileage		
3	% rural use		
4	% highway use		
5	Average speed		
6	Vocation of vehicle ( Plow truck, refuse, construction etc. )		
7	Vehicle Unit #	G2002	
8	Vehicle Lot Location	NORTHWEST-POPLAR CREEK	
<b>Summary</b>			
1	North Branch-Skokie Div	G2000	2FZHRJAAXYAB20528
2	Palos-Sag Valley Div	G2001	2FZHRJAA8YAB20527
3	Northwest-Poplar Creek Div	G2002	2FZHRJAA6YAB20526
4	Salt Creek Div	G2003	2FZHRJAA4YAB20525



Diesel Vehicle Retrofit - Price Page - Addendum No. 3

Item No. 1 - Diesel Oxidation Catalyst with Closed Crankcase		QTY	\$ / Unit	Installation	Total
CCDOTH (Unit # 197, 198, 199, 200, 201)		** EACH UNIT ALREADY HAS A DIESEL OXIDATION CATALYST AND SHOULD BE REMOVED FROM THIS LIST			
Diesel Oxidation Catalyst	5	**	**	**	
Closed Crankcase Ventilation System	5	**	**	**	
Forest Preserve District (Unit # 6M14, 6M15, 6M16, 6M17, 6M18, 6M19, 6M22, 6M23)		** EACH UNIT ALREADY HAS A DIESEL OXIDATION CATALYST AND SHOULD BE REMOVED FROM THIS LIST			
Diesel Oxidation Catalyst	8	**	**	**	
Closed Crankcase Ventilation System	8	**	**	**	

Item No. 2 - Electric Active Diesel Particulate Filter with Closed Crankcase Ventilation System		QTY	\$ / Unit	Installation	Total
CCDOTH (Unit # 170, 171, 172)					
Electric Active Diesel Particulate Filter	3	\$ 13,545.24	\$ 2300.00	\$ 47,535.72	
Closed Crankcase Ventilation System	3	\$ 599.25	\$ 575.00	\$ 3522.75	
CCDOTH (Unit # 312, 313, 314, 315, 316)					
Electric Active Diesel Particulate Filter	5	\$ 12,705.80	\$ 2300.00	\$ 75,029.30	
Closed Crankcase Ventilation System	5	\$ 599.25	\$ 575.00	\$ 5871.25	
CCDOTH (Unit # 347, 348, 349, 350, 354, 356, 357, 360, 361, 353)					
Electric Active Diesel Particulate Filter	10	\$ 12,789.80	\$ 2300.00	\$ 150,898.00	
Closed Crankcase Ventilation System	10	\$ 599.25	\$ 575.00	\$ 11,742.50	

**Diesel Vehicle Retrofit - Price Page - Addendum No. 3**

Forest Preserve District (Unit # 6M41, 6M42, 6M43, 6M44, 6M45, 6M46, 6M47, 6M60, 6M61)				
Electric Active Diesel Particulate Filter	9	\$ 12,705.86	\$ 2300.00	\$ 135,052.74
Closed Crankcase Ventilation System	9	\$ 599.25	\$ 575.00	\$ 10,548.25
Forest Preserve District (G2000, G2001, G2002)				
Electric Active Diesel Particulate Filter	3	\$ 12,705.86	\$ 2300.00	\$ 45,017.58
Closed Crankcase Ventilation System	3	\$ 599.25	\$ 575.00	\$ 3522.75

<b>Item No. 3 - Off Board Regeneration Control Panel - 480V 3P</b>	<b>QTY</b>	<b>\$/Unit</b>	<b>Installation</b>	<b>Total</b>
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CCDOTH - LaGrange Park Facility	2	\$ 6065.19	\$ 2718.75	\$ 17,567.88
Forest Preserve District - Maywood Facility	2	\$ 6065.19	\$ 2718.75	\$ 17,567.88

<b>Item No. 4 - Closed Crankcase Ventilation System Replacement Filters</b>	<b>QTY</b>	<b>\$/Unit</b>	<b>Installation</b>	<b>Total</b>
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Replacement Filters for Diesel Oxidation Catalyst	39	\$ 41.19	N/A	\$ 1606.41
Replacement Filters for Electric Active Diesel Particulate	90	\$ 41.19	N/A	\$ 3707.10

<b>OPTION - Off Board Regeneration Control Panel - 240V 3P</b>	<b>QTY</b>	<b>\$/Unit</b>	<b>Installation</b>	<b>Total</b>
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CCDOTH - LaGrange Park Facility <i>240V Single Phase</i>	2	\$ 5502.69	\$ 2718.75	\$ 16,442.88	***
Forest Preserve District - Maywood Facility <i>240V Single Phase</i>	2	\$ 5502.69	\$ 2718.75	\$ 16,442.88	***

Total	\$ 529,210.11
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Vendor Name: INLAND Power Group

\*\*\* NOT COUNTED IN TOTAL ABOVE

Addendum Receipts and Quick Payment Discounts

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

Addendum No. 1 Date: September 23, 2013  
 Addendum No. 2 Date: October 4, 2013  
 Addendum No. 3 Date: October 8, 2013

QUICK PAYMENT DISCOUNTS

Cook County is working hard to reduce budgets, engage in strategic sourcing, and streamline internal processes. Consequently, Cook County has initiated a Quick Payment program. The Quick Payment program serves the purpose of both benefiting Cook County and the vendor community. The County will be able to purchase goods and services in a timelier manner while improving vendor relations. Vendors will benefit from reduced collection periods and improved capital charges. This will allow the vendor community to also reduce opportunity costs and improve strategic planning capabilities. In the chart below please provide what quick payment discounts your company is willing to offer.

This will be used for informational purposes.

Quick Payment Discounts:

1	What payment terms would your company propose for this program?	NET 30	
2	Is there a quick payment discount that your company would be willing to offer? If so, please provide details	EARLY PAYMENT	% DISCOUNT
		NET 30	—
		NET 20	—
		OTHER	—

SPECIAL CONDITIONS - RELEVANT EXPERIENCE  
REFERENCE NUMBER 1 OF 3

List three (3) comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector. Include photographs, if available. All information must be legible. References must be available / accessible.

Project Information

Project Name: Kaneland School District  
Project Location: Maple Park, IL.  
Project Type: DPF Installs  
Description of Work: Installation of Semi Electric DPF Filters  
that would be very similar to this project  
Other installations include adding Webasto  
heaters to each school bus in their fleet

Bidder's Role:  
CHECK ALL THAT APPLY

General Contractor  Subcontractor   
Supplier

Client Information

Client: \_\_\_\_\_  
Address: 47W326 Keslinger Road, Maple Park IL. 60151  
Client Reference: JIM OGLE Director of Transportation  
NAME TITLE  
630-365-5111 x145 Jogle@kaneland.org  
AREA CODE & PHONE NO EMAIL:

Contract Information

Original Contract Amount: 3 contracts - total is approximately 300K  
Final Contract Amount: 300K  
Original Completion Schedule: 2 weeks on DPF's, 1 month on heaters  
Actual Completion Schedule: 1.5 months

SPECIAL CONDITIONS - RELEVANT EXPERIENCE  
REFERENCE NUMBER 2 OF 3

Project Information

Project Name: ILLINOIS CENTRAL School BUS  
Project Location: ST. CHARLES  
Project Type: DOC/DPF/school bus heaters/CCV  
Description of Work: INSTALL OVER 40 DOC/school bus heaters onto  
CUSTOMERS school BUSES along with 5 DPF'S  
that ARE PLUG IN Technology SIMILAR to  
the technology we ARE quoting for COOL  
COUNTY

Bidder's Role:  
CHECK ALL THAT APPLY

General Contractor  Subcontractor   
Supplier

Client Information

Client: ILLINOIS CENTRAL Schools  
Address: 300 N. RANDALL ROAD, ST. CHARLES IL. 60174  
Client Reference: AL LARSEN SERVICE MANAGER  
NAME TITLE  
630-584-1658 A.LARSEN@ILLINOIS-CENTRAL.COM  
AREA CODE & PHONE NO EMAIL:

Contract Information

Original Contract Amount: OVER \$400,000  
Final Contract Amount: SAME  
Original Completion Schedule: 2 months  
Actual Completion Schedule: 2 months

SPECIAL CONDITIONS - RELEVANT EXPERIENCE  
REFERENCE NUMBER 3 OF 3

Project Information

Project Name: West Aurora Schools  
Project Location: NORTH AURORA, ILLINOIS  
Project Type: INSTALL DPF'S + CCV + School Bus heaters  
Description of Work: Installed DPF'S + CCV'S on 11 School Buses and  
Added over 35 School Bus heaters on buses  
in their fleet

Bidder's Role:  
CHECK ALL THAT APPLY

General Contractor  Subcontractor   
Supplier

Client Information

Client: West Aurora Schools  
Address: 220 ALDEN STREET, NORTH AURORA IL 60542  
Client Reference: MARK ENGEN DIRECTOR OF TRANSPORTATION  
NAME TITLE  
630-301-5622 mengen@sd129.org  
AREA CODE & PHONE NO EMAIL:

Contract Information

Original Contract Amount: 300,000<sup>+</sup>  
Final Contract Amount: 300,000<sup>+</sup>  
Original Completion Schedule: 2 months  
Actual Completion Schedule: 2 months

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
Instructions	Instructions for Completion of EDS	EDS i - ii
1	DBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Company Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

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

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

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

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

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

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

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

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

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

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

**"Lobbyist"** means any person or entity who lobbies.

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

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

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

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

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

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

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

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

**DBE UTILIZATION PLAN (SECTION 1)**

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

I. **BIDDER/PROPOSER DBE STATUS:** (check the appropriate line)

Bidder/Proposer is a certified DBE firm. (If so, attach copy of appropriate Letter of Certification)

Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified DBE. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the DBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)

Bidder/Proposer is not a certified DBE firm, nor a Joint Venture with DBE partners, but will utilize DBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II.  **Direct Participation of DBE Firms**                       **Indirect Participation of DBE Firms**

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

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

DBE Firm: A + T TRUCKING COMPANY

Address: 123 SIVERT COURT, BENSENVILLE IL 60106

E-mail: ~~ATA~~ CLAUDINE @ ATTRUCKING . com

Contact Person: ARISTA THURMAN Phone: 708-344-3770

Dollar Amount Participation: \$ 7500.00

Percent Amount of Participation: 1.42 % %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

DBE Firm: DND Electric

Address: 2255 Church Rd, Aurora IL 60502

E-mail: mkelly @ DNDelectric . com

Contact Person: MIKE KELLY Phone: 630-585-0933

Dollar Amount Participation: \$ 6700.00

Percent Amount of Participation: 1.27 % %

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

Attach additional sheets as needed.

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

DBE Firm: A & T Trucking Co Certifying Agency: City of Chicago  
Address: 123 Swiss Court Certification Expiration Date: 10-01-13  
City/State: Kenosha IL Zip: 60106 FEIN #: 36-3845657  
Phone: 708-364-8770 Fax: 708-364-3773 Contact Person: Arista Thurman  
Email: ARISTA@ATTRUCKING.CO Contract #: 708-364-8770

Participation:  Direct  Indirect

Will the DBE firm be subcontracting any of the performance of this contract to another firm? NO

No  Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned DBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Hauling  
\_\_\_\_\_  
\_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

250.00 per Truck Payment Net 15 Days  
\_\_\_\_\_

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

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

Arista Thurman & Robert Biguere  
Signature (DBE) Signature (Prime Bidder/Proposer)

ARISTA THURMAN ROBERT BIGUERE  
Print Name Print Name

A & T Trucking Co INLAND Power Group  
Firm Name Firm Name

10/10/13 10-17-13  
Date Date

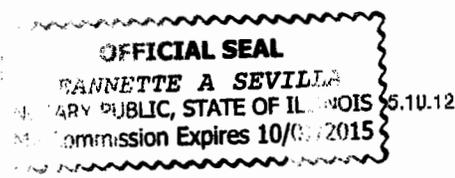
Subscribed and sworn before me  
this 10 day of October, 2013  
Notary Public: Claudine Thurman

SEAL



Subscribed and sworn before me  
this 17 day of Oct, 2013  
Notary Public: Jannette A. Sevilla

SEAL



EDS-2



*John Doe*

DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

OCT 22 2012

Arista Thurman  
A & T Trucking Co  
123 Sivert Court  
Bensenville, Illinois 60106

**Annual Certificate Expires: October 1, 2013**

Dear Mr. Thurman:

We are pleased to inform you that A & T Trucking Co. has been re-certified as a Minority (MBE) by the City of Chicago. This MBE certification is valid until October 1, 2017; however your firms' certification must be re-validated annually.

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

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

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

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

121 NORTH LASALLE STREET, ROOM 403, CHICAGO, ILLINOIS 60602





2255 Church Rd  
 Aurora, IL 60502  
 Ph 630-585-0933  
 Fax 630-585-0314

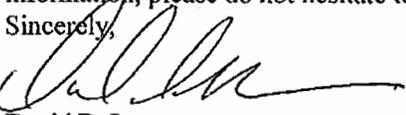


# Estimate

Date	Estimate #
10/16/2013	EST6245

Name / Address
Inland Power 210 Alexandra Way Carol Stream, IL 60188

Project
Bus Depot

Description	Total
<p>RE: Bus Depot control boxes</p> <p>DND Electric, Inc. proposes to supply labor and miscellaneous material to complete the following:</p> <ul style="list-style-type: none"> <li>•Install one owner supplied control box via wall or floor mount only.</li> <li>•Extend one power conduit and wire to control box. ( Max 20' )</li> <li>•Extend 2 control conduits and low voltage cable to control box ( Max 20' )</li> <li>•Land wires inside box per diagram</li> <li>•Conduit Rigid/ IMC or EMT</li> </ul> <p>NOT IN CONTRACT:</p> <ul style="list-style-type: none"> <li>•OVERTIME</li> <li>•CUSTOM RACKING FOR CONTROL BOX</li> <li>•PICK UP OF CONTROL BOX. MUST BE DELIVERED TO SITE.</li> <li>•QUOTE BASED ON ONE VISIT. RETURN VISITS BILLED AT T&amp;M IF OUTSIDE OF SCOPE</li> <li>• STARTUP BY OTHERS</li> <li>•SPECIAL FITTINGS IE; EXPLOSION PROOF</li> </ul> <p>TOTAL \$ 1,675 PER CONTROL BOX INSTALL</p> <p>INSTALL 4 CONTROL BOXES</p> <p>Thank you for the opportunity to offer a pricing request. If you need additional information, please do not hesitate to contact me at the number above.</p> <p>Sincerely,</p>  David DeLeon President	<p>6,700.00</p>

Phone #	630.585.0933	Fax #	630.585.0314	<b>Total</b>	<b>\$6,700.00</b>
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DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

APR 02 2013

David Deleon  
D N D Electric, Inc.  
2255 Church Rd  
Aurora, IL 60502

Dear David Deleon:

The City of Chicago has reviewed your annual *No Change Affidavit* and supporting documentation and is pleased to inform you that your firm continues to meet the Disadvantaged Business Enterprise (DBE) program certification eligibility standards set forth in 49 CFR Part 26. Your next No Change Affidavit is due December 1, 2013. Notification will be sent to you sixty (60) days prior to this date.

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

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

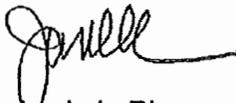
Your firm's name, will appear in the Illinois Certification Program (IL UCP) DBE Directory under the area(s) of specialty listed below. The Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>. Your firm's name will appear in the IL UCP DBE Directory under the following category name(s)

APR 02 2013

NAICS-238210: Electrical Contractor

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/ha

PETITION FOR WAIVER OF DBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL DBE WAIVER
- REDUCTION (PARTIAL DBE PARTICIPATION)

22.31 % of Reduction for DBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified DBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize DBEs in accordance with the applicable participation. (Please explain) **WE ARE REQUIRED BY OUR SUPPLIER TO INSTALL THE PRODUCT TO KEEP WARRANTY INTACT FOR CUSTOMER. THEREFORE, WE CAN'T DIVIDE THE WORK UP TO A SMALLER PART TO INCLUDE MORE DBE CONTENT THAN PROVIDED.**
- (3) Price(s) quoted by potential DBEs are above competitive levels and increase cost of doing business and would make acceptance of such DBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such DBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize DBE WBE firms. (Please explain) **WE PLAN TO USE DBE COMPANY FOR 2 OF THE (THREE) 3 PARTS OF THIS PROJECT AND WE CAN'T SUBCONTRACT THE LABOR INSTALLATION. WE HAVE ALSO ADDED INDIRECT CONTENT.**

C. GOOD FAITH EFFORTS TO OBTAIN DBE PARTICIPATION

- (1) Made timely written solicitation to identified DBEs for utilization of goods and/or services; and provided DBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable DBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of DBEs to determine if firms are interested in doing business. (Please attach) **CALINO Electric, DND Electric, W.S Electric - OUT OF BUSINESS, WOLF Electric SUPPLY - TRIED TO REFER US BUT THE REFERRAL NEVER FOLLOWED UP WITH ME.**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for DBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged DBEs for indirect participation. (Please explain) **SEE A+T TRUCKING FOR INDIRECT PARTICIPATION**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with DBE participation.

## CERTIFICATIONS (SECTION 4)

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

### **A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

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

### **B. BID-RIGGING OR BID ROTATING**

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

### **C. DRUG FREE WORKPLACE ACT**

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**I. Buy America**

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.

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<u>N/A</u>	

**2. LOCAL BUSINESS INFORMATION**

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

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

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

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

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

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

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

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): NONE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

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 DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name INLAND POWER GROUP D/B/A: \_\_\_\_\_ EIN NO.: 39-0944232

Street Address: 210 ALEXANDRA WAY

City: CAROL STREAM State: IL Zip Code: 60188

Phone No.: 630-871-1111

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

Other (describe) \_\_\_\_\_

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
GREG Cole	13015 W. CUSTER AVENUE, BUTLER WI 53007-0500	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

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

MYRON BIRSCHBACH  
 Name of Authorized Applicant/Holder Representative (please print or type)

Myron Birschbach  
 Signature

MBIRSCHBACHE@INLANDPOWERGROUP.COM  
 E-mail address

V.P. AFTERMARKET SALES  
 Title

10-17-13  
 Date

630-871-1111  
 Phone Number

Subscribed to and sworn before me this 17 day of OCT, 2013

My commission expires: 10-01-2015

x Jannette A Sevilla  
 Notary Public Signature





## 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](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

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

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

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

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

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

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: GREG Cole Title: ~~OWNER~~ PRESIDENT/CEO

Business Entity Name: Inland Power Group Phone: 630-871-1111

Business Entity Address: 13015 W. CUSTER AVENUE, BUTLER WI 53007-0500

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

Owner/Employee Name:	Related to:	Relationship:
1. <u>N/A</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

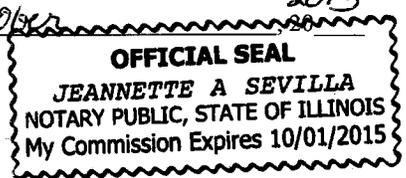
To the best of my knowledge and belief, the information provided above is true and complete.

*Myron Buehler* \_\_\_\_\_  
Owner/Employee's Signature Date

Subscribe and sworn before me this 17 Day of October 2013

a Notary Public in and for KANE County

*Jeannette A. Sevilla*  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires 10-01-2015

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

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

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

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

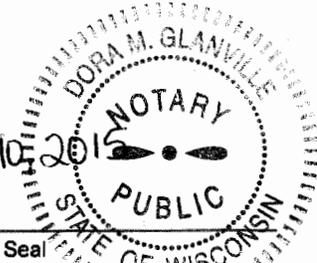
BUSINESS NAME: INLAND POWER GROUP  
BUSINESS ADDRESS: 210 ALEXANDRA WAY  
CAROL STREAM, ILLINOIS 60188  
BUSINESS TELEPHONE: 630-871-1111 FAX NUMBER: 630-871-8997  
CONTACT PERSON: BOB GIGUERE  
FEIN: 39-09-44232 \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

**LIST THE FOLLOWING CORPORATE OFFICERS:**

PRESIDENT: GREGORY COLE VICE PRESIDENT: MYRON BIRSCHBACH  
SECRETARY: RICHARD BOSSERT TREASURER: MIKE GRINWALD  
\*\*SIGNATURE OF PRESIDENT: [Signature]  
ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this  
17 day of January, 2014.  
x Dora M Glanville  
Notary Public Signature

My commission expires: May 10, 2015  
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**  
 Department of  
 Transportation and  
 Highways

**Affidavit of Availability  
 For the Letting of \_\_\_\_\_**

**Instructions:** Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

**Part I. Work Under Contract**

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show **NONE**.

	1	2	3	4	Awards Pending	
County and Section Number	NONE					
Contract With	NONE					
Estimated Completion Date	NONE					
Total Contract Price	NONE					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	NONE					
Uncompleted Dollar Value if Firm is the Subcontractor	NONE					
<b>Total Value of All Work</b>						<b>NONE</b>

**Part II. Awards Pending and Uncompleted Work to be done with your own forces.**

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork	NONE					
Portland Cement Concrete Paving	NONE					
Bituminous Plant Mix	NONE					
Bituminous Aggregate Mixture	NONE					
Miscellaneous Bituminous Paving	NONE					
Clean & Seal Cracks/Joints	NONE					
Aggregate Bases & Surfaces	NONE					
Highway, R.R. and Waterway Structures	NONE					
Drainage	NONE					
Electrical	NONE					
Cover and Seal Coats	NONE					
Miscellaneous Concrete Construction	NONE					
Landscaping	NONE					
Fencing	NONE					
Guardrail	NONE					
Painting	NONE					
Signing	NONE					
Fabrication	NONE					
Building Construction	NONE					
Other Construction (List)	NONE					
Totals	NONE					

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code." Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

**Part III. Work Subcontracted to Others.**

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor	NONE				
Type of Work	NONE				
Subcontract Price	NONE				
Amount Uncompleted	NONE				
Subcontractor	NONE				
Type of Work	NONE				
Subcontract Price	NONE				
Amount Uncompleted	NONE				
Subcontractor	NONE				
Type of Work	NONE				
Subcontract Price	NONE				
Amount Uncompleted	NONE				
Subcontractor	NONE				
Type of Work	NONE				
Subcontract Price	NONE				
Amount Uncompleted	NONE				
Subcontractor	NONE				
Type of Work	NONE				
Subcontract Price	NONE				
Amount Uncompleted	NONE				
Total Uncompleted	NONE	NONE	NONE	NONE	NONE

I, being duly sworn, do hereby declare that this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates.

Subscribed and sworn to before me  
 this 17 day of OCT. 2013

Type or Print Name MYRON BIRSCHBACH V.P. AFTERMARKET SALES  
Officer or Director Title

Jeannette A. Sevilla  
 Notary Public

Signed Myron Birschbach

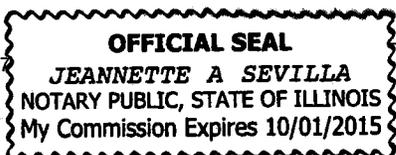
My commission expires 10-01-2015

Company INLAND POWER GROUP

(Notary Seal)

Address 210 ALEXANDRA WAY

CAROL STREAM, IL 60188





**Illinois Department of Transportation**

Bureau of Design & Environment  
2300 South Dirksen Parkway / Room 326  
Springfield, Illinois 62764

**Request for Authorization to Bid/ or Not For Bid Status**

Contractor Number \_\_\_\_\_

**TYPE OR USE BLACK INK**

The undersigned has downloaded and/or ordered CD-ROM's of the plans and proposals from the 10-18-13 Letting.  
Letting Date

Check No. \_\_\_\_\_ for \$ \_\_\_\_\_, payable to "State Treasurer of Illinois", is enclosed as payment for CD-ROM(s).

**Part A:** I hereby request  Electronic Plans and Proposals on CD-ROM.

**SPECIAL NOTICE  
ELECTRONIC PLANS AND PROPOSALS**

Plans and/or proposals may be downloaded from the Department's Web Site at no cost. <http://www.dot.il.gov> CD-ROM's containing plans and proposals may also be purchased from IDOT at a cost of \$35.00 per letting set.

Firms wishing to bid directly to the Department **MUST** request Authorization to Bid. Prospective bidders must also submit an Affidavit of Availability. Does not apply to Small Business Set-Asides.

Firms downloading plans and/or proposals that do not wish to bid directly to the Department will not be placed on the Not For Bid list unless they request to be added to the list. Such requests shall be made by submitting a Request for Authorization to Bid/ or Not For Bid Status form. (BDE 124INT)

The Department offers plans and proposals in electronic format **ONLY**.

**Part B:** I plan to bid as a prime contractor and hereby request **Authorization to Bid** the following items:

Upon receipt of the required original Affidavit of Availability, IDOT will review the request and issue an "Authorization to Bid" only on the items listed in Part B. Firms wishing to be listed on the FOR BID list for Small Business Set-Asides may also complete Part B.

Requestor Remarks:

**Part C:** Please list our Company on the Not For Bid List for the following items:

**For IDOT Use Only**

**TO EXPEDITE THIS REQUEST, FOLLOW INSTRUCTIONS ON PAGE TWO.**

Walk-In  
Hold for Pickup

Posted By:

E-Mail: BGIGUERE @ INLANDPOWERGROUP.COM  
Requestor Phone No.: 630-871-1111 Requestor Fax No.: 630-871-8997  
Company: INLANDPOWER GROUP  
Street Address:(\*\*) 210 ALEXANDRA WAY  
For United Parcel Delivery  
CAROL STREAM IL 60188  
City State Zip Code  
Post Office Box No.:(\*\*) N/A  
Box No. For First Class Delivery  
City State Zip Code

Requested By \_\_\_\_\_

Dept. Of Human Rights No.(\*) \_\_\_\_\_

Exp. Date \_\_\_\_\_

(\*) To be obtained from Department of Human Rights, Compliance Division  
Public Contracts Unit, 100 W. Randolph, Suite 10-100, Chicago, Illinois 60601

(\*\*) Complete street address and post office box are required.  
On joint venture request use address of joint venture.

Copies to:

- Construction  Plans & Proposal  
 Department  Customer

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## Instructions

Requests for Authorization to Bid must be accompanied by an original Form BC-57, Affidavit of Availability. Does not apply for Small Business Set-Asides.

Authorization to Bid will not be issued after the time and date specified in paragraph 1 (a) and 1 (b) of the Transportation Bulletin.

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### How to Expedite this Request

1. Using **Black Ink** complete the request form listing all item numbers for PLANS requested in numerical order.
  2. **E-mail** the completed request form to [D&Econtracts@dot.il.gov](mailto:D&Econtracts@dot.il.gov) or Fax to 217-785-1141.
  3. **Do Not** make any changes on the request form after it has been faxed. Additional items will require a supplemental request.
  4. Mail hard copy of the request form to IDOT. The mailed request should include a check to pay for the requested CD. If requesting **Authorization to Bid**, the requestor should also include the required **Affidavit of Availability with an original signature**. The preceding does not apply to Small Business Set-Asides.
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**ABOUT IDOT PROPOSALS:** All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a **Proposal Signature Sheet** and a **Proposal Bid Bond** required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction. Small Business Set-Asides do not require **Authorization to Bid** or a **Proposal Bid Bond**.

**ADDENDA/REVISIONS:** Those contractors downloading proposals from the internet are responsible for checking the Department's web site (<http://www.dot.il.gov>) for any ADDENDA or REVISIONS that may effect the downloaded proposal. An Addenda/Revision tracking sheet is on the Department's web site and notification may be e-mailed, upon subscribing to Departments' subscription service. Once an Addendum or Revision is confirmed, the updated material may be downloaded from the internet. It is the contractor's responsibility to download the updated Proposal to receive the updated information.

**HOW TO OBTAIN ELECTRONIC PLANS & PROPOSALS?** Download from IDOT's website <http://www.dot.il.gov> and/or order entire letting set on CD-ROM for \$35. The CD-ROM contains all plans & proposals pertaining to the specific letting.

**WHO CAN BID?** Bids will be accepted from only those companies that request and receive written **Authorization to Bid** from IDOT. The preceding does not apply to items designated as Small Business Set-Asides.

**WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?** When a prospective prime bidder submits a "Request for Plans" he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. The preceding does not apply to items designated as Small Business Set-Asides.

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received by three days before the letting date. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions for items subject to prequalification. For Small Business Set-aside items contact the Contracts Office. The preceding does not apply to items designated as Small Business Set-Asides.

**WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?** Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes all documents from the Proposal Cover Sheet through the Proposal Bid Bond and other special documentation and/or information that may be required by the contract special provisions. All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

**ABOUT SUBMITTING BIDS:** It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

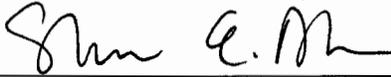
### WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids (Contracts Office)	217/782-7806
Electronic plans/proposals	217/782-7806



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 March, 2014.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER  
1328-12996

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL NOT TO EXCEED AMOUNT OF CONTRACT: \$ 529,210.11  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 19 2014

COM \_\_\_\_\_