

ANCHOR MECHANICAL, INC.  
255 N CALIFORNIA AVE.  
CHICAGO IL 60612

BIDDER: \_\_\_\_\_

**CONTRACT FOR SERVICE**

**DOCUMENT NO. 1345-12956 REBID**



**CENTRIFUGAL, MULTISTACK AND SCREW CHILLER, MAINTENANCE  
AND SERVICE**

**FOR**

**COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT**

**A MADATORY PRE BID MEETING WILL BE HELD ON THURSDAY, MARCH 27, 2014 AT 9:00  
A.M. AT 118 N. CLARK ST., CHICAGO, IL 60602, ROOM 1018. THE MADATORY SITE  
INSPECTIONS WILL BE HELD IMMEDIATELY FOLLOWING THE PRE-BID CONFERENCE ON  
THURSDAY, MARCH 27, 2014, FRIDAY, MARCH 28, 2014 AND MONDAY, MARCH 31, 2014.**

**BID OPENING WILL BE ON FRIDAY, APRIL 18, 2014 AT 10:00 A.M.  
DELIVER BIDS TO 118 N. CLARK ST., CHICAGO, IL 60602, ROOM 1018,  
LATE BIDS WILL NOT BE CONSIDERED  
BIDS TO BE EXECUTED IN TRIPLICATE**

**CONTACT: DANIEL GIZZI, SPECIFICATIONS ENGINEER III, AT 312-603-6825  
EMAIL: dan.gizzi@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**

**OCT 08 2014**

**COM \_\_\_\_\_**

**REQ # 110057**

**INSTRUCTIONS TO BIDDERS  
BID CONTRACTS  
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CONTRACT NO. 1345-12956 REBID

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

INSTRUCTIONS TO BIDDERS

**IB-01 DEFINITIONS**

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

**IB-02 PREPARATION OF PROPOSALS**

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

**IB-03 SITE INSPECTION CERTIFICATE**

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**IB-07 SUBMISSION OF BID PROPOSALS**

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

**IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING**

**COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151.**

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

**IB-09 COMPETENCY OF BIDDER**

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

**IB-10 LOCAL BUSINESS PREFERENCE**

**COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 2, SECTION 34-151(p).**

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

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

**IB-11 CONSIDERATION OF BID PROPOSALS**

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**IB-12 WITHDRAWAL OF BID PROPOSALS**

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

**IB-13 ACCEPTANCE OF PROPOSALS**

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

**IB-14 PERFORMANCE AND PAYMENT BOND**

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

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

**IB-15 PRICES FIRM**

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

**IB-16 CASH BILLING DISCOUNTS**

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

**IB-17 CATALOGS**

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

**IB-18 AUTHORIZED DEALER/DISTRIBUTOR**

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**IB-19 TRADE NAMES**

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

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

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

**IB-20 SAMPLES**

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

**IB-21 NOTICES**

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

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

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

**IB-23 COOPERATION WITH INSPECTOR GENERAL**

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

**END OF SECTION**

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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GENERAL CONDITIONS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

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

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

GC-02 INDEMNIFICATION

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

GC-03 INSPECTION AND RESPONSIBILITY

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

GC-04 PAYMENT

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

GC-05 PREPAID FEES

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**GC-06 TAXES**

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

**GC-07 PRICE REDUCTION**

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

**GC-08 CONTRACTOR CREDITS**

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

**GC-09 DISPUTES**

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

**GC-10 MODIFICATIONS AND AMENDMENTS**

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

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

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

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-11 DEFAULT**

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

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

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

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

**GC-12 COUNTY'S REMEDIES**

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

**GC-13 CONTRACTOR'S REMEDIES**

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

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

**GC-14 DELAYS**

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-15 INSURANCE REQUIREMENTS**

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

**Insurance Requirements of the Contractor**

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

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

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

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

**1. Coverages**

(a) **Workers Compensation Insurance**

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

The Workers Compensation policy shall also include the following provisions:

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-15 INSURANCE REQUIREMENTS (CON'T.)

(b) Commercial General Liability Insurance

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

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

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

(c) Comprehensive Automobile Liability Insurance

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

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

(d) Umbrella/Excess Liability Insurance

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

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

2. **Additional requirements**

(a) Additional Insured

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

(b) Qualification of Insurers

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

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

**GC-15 INSURANCE REQUIREMENTS (CON'T.)**

(c) Insurance Notices

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

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

**GC-16 PATENTS, COPYRIGHTS AND LICENSES**

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

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

**GC-17 COMPLIANCE WITH LAWS**

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

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

**GC-18 DELIVERY**

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

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

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-19 MINORITY AND WOMEN BUSINESS ENTERPRISESCOOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303I. POLICY AND GOALS

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

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

II. REQUIRED BID OR QUOTATION SUBMITTALS

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

A. MBE/WBE Utilization Plan

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

1. Letter(s) of Intent

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

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

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

2. Letter(s) of Certification

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

County of Cook  
Small Business Administration 8A Program  
Illinois Unified Certification Program

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

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

3. Joint Venture Affidavit

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

B. Reduction/Waiver Petition

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

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

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

B. Denying a Reduction/Waiver Request.

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES

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

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

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

V. NON-COMPLIANCE

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

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

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

VII. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

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

GC-21 CONDUCT OF THE CONTRACTOR

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-22 ACCIDENT REPORTS**

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

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

**GC-23 USE OF PREMISES**

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

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

**GC-24 GENERAL NOTICE**

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

TO THE COUNTY:

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

TO THE CONTRACTOR:

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

**GC-25 TERMINATION FOR CONVENIENCE**

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

**GC-26 GUARANTEES AND WARRANTIES**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS****GC-27 STANDARD OF CONTRACT GOODS**

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

**GC-28 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

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

**GC-29 QUANTITIES**

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

**GC-30 AUDIT; EXAMINATION OF RECORDS**

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

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-31 GOVERNING LAW**

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

**GC-32 COOPERATION WITH INSPECTOR GENERAL**

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

**GC-33 WAIVER**

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

**GC-34 ENTIRE CONTRACT**

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

**GC-35 FORCE MAJEURE**

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

**GC-36 GOVERNMENTAL JOINT PURCHASING AGREEMENT**

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

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

**GC-37 COOPERATIVE PURCHASING**

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-38 FEDERAL CLAUSES**

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

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

2. False or Fraudulent Statements and Claims

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

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

3. Federal Interest in Patents

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

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

4. Federal Interest in Data and Copyrights

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (CON'T.)

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)5. Records and Audits

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

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

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

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

6. Environmental Requirements

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)

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

7. No Exclusionary or Discriminatory Specifications

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

8. Cargo Preference - Use of United States Flag Vessels

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

9. Fly America

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**GC-38 FEDERAL CLAUSES (CON'T.)**10. No Federal Government Obligations to Third Parties

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

11. Allowable Costs

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

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

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

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

GC-38 FEDERAL CLAUSES (CON'T.)

13. Contract Work Hours and Safety Standards Act

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

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

14. Veteran's Preference

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

15. Copyright Ownership

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)16. Accessibility Compliance

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

17. Visual Rights Act Waiver

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

18. Equal Employment Opportunity

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

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

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

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGC-38 FEDERAL CLAUSES (CON'T.)21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

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

22. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-39 CONTRACT INTERPRETATION**

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

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

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

**END OF SECTION**

SPECIAL CONDITIONS

**SC-01 SCOPE**

The Contractor shall furnish CENTRIFUGAL AND ABSORPTION CHILLERS, MAINTENANCE AND UPGRADE for COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT, all in accordance with the Contract Documents, Specifications and Proposal herein.

**SC-02 CONTRACT PERIOD**

This contract period shall be November 1, 2014 through October 31, 2017, two (1) year renewal option effective after award by the Board of Commissioners and after proper execution of the Contract Documents. The contract will consist of a firm price for thirty six (36) months. Prices increases or decreases are not to exceed three percent (3%) for the renewal options, and are at the discretion of the Chief Procurement Officer. Contractor must provide justification for the price adjustment.

This contract maybe renewed in writing by mutual agreement of the parties not less than 30 days before its expiration.

**SC-03 AWARD OF CONTRACT**

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

**SC-04 MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

**The bidder shall have a subcontracting goal of not less than Twenty-five (25%) MBE and Ten percent (10%) WBE of the awarded contract price for work to be performed.**

The bidder must comply with the County's MBE/WBE participation requirements. The County has issued MBE/WBE goals for this project. The bidder shall submit with his Proposal, a MBE/WBE Utilization Plan indicating how it proposes to meet these goals, the bidder's response will (may) be deemed non-responsive and will not be considered for award.

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

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

SPECIAL CONDITIONS

**SC-05 MANDATORY PRE-BID CONFERENCE/SITE INSPECTION**

The County will hold a Pre-Bid Conference at 118 N. Clark Street, Room 1018. Representatives from the Procurement Division and the Department of Facilities Management will comprise the panel to respond to questions regarding CENTRIFUGAL, MULTISTACK AND SCREW CHILLER, MAINTENANCE AND SERVICE for COOK COUNTY DEPARTMENT OF FACILITIES MANAGEMENT and Invitation to Bid procedures. It is **mandatory** that the Contractors attend this Pre-Bid Conference.

Prospective Proposers must respond to Daniel Gizzi at 312-603-6825 or e-mail [dan.gizzi@cookcountyil.gov](mailto:dan.gizzi@cookcountyil.gov) before March 27, 2014, with firm's name and number of attendees. A maximum of two (2) representatives from each firm may attend.

The Mandatory Pre-Bid Conference will be held on:

DATE: March 27, 2014  
TIME: 9:00 a.m.  
PLACE: Cook County Building  
118 N. Clark St. Room 1018  
Chicago, IL. 60602

**SC-06 INQUIRIES**

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

Inquiries about the interpretation of the Specifications must be made only in writing and shall be directed to the Chief Procurement Officer. Inquiries will be answered in writing, if deemed necessary, by means of an Addendum issued by the Office of the Chief Procurement Officer. (Reference Instructions to Bidders, Section IB-05 "Exceptions", Page IB-2). **Inquiries must be received no later than 12:00 p.m. on April 4, 2014. Inquiries will be answered by the close of business on April 11, 2014.**

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

Shannon E. Andrews  
Chief Procurement Officer  
c/o Daniel Gizzi, Specifications Engineer  
118 N. Clark Street, Room 1018  
Chicago, IL 60602

Inquiries maybe sent by mail, fax or via email at [dan.gizzi@cookcountyil.gov](mailto:dan.gizzi@cookcountyil.gov).

SPECIAL CONDITIONS

**SC-07 MANDATORY SITE INSPECTION**

The Contractor is required to visit the sites of the proposed work at dates and times listed below and thoroughly familiarize themselves with the locations, the operating conditions, and the conditions they will encounter affecting the proposed work. There are nine (9) different locations where work is to be performed. **Attendance at the site inspections is mandatory in order for a bid to be considered. The Contractor must attend all site inspections.**

The locations and personnel to contact for the site inspections.

COOK COUNTY BUILDING  
118 NORTH CLARK STREET  
CHICAGO, IL 60602  
John Biangmano

DOMESTIC VIOLENCE  
555 W. HARRISON STREET  
CHICAGO, ILLINOIS 60607  
Jim O'Shea

COOK COUNTY FORENSIC INSTITUTE  
2121 W. HARRISON  
CHICAGO, IL 606012  
Al Kavalauskas

JUVENILE COURT BUILDING  
2245 W. OGDEN AVENUE  
CHICAGO, ILLINOIS 60612  
Lee Broomfield

MARKHAM 6<sup>TH</sup> DISTRICT COURT BUILDING  
16515 S. KEDZIE AVENUE  
MARKHAM, ILLINOIS 60426  
Joe Washington

BRIDGEVIEW 5<sup>TH</sup> DISTRICT COURT BUILDING  
10220 SOUTH 76<sup>TH</sup>. AVENUE  
BRIDGEVIEW, ILLINOIS 60455  
Joe Washington

MAYBROOK 4<sup>TH</sup> DISTRICT COURT BUILDING.  
1501 MAYBROOK DRIVE  
MAYWOOD, ILLINOIS 60153  
Dan O'Rourke

SPECIAL CONDITIONS

**SC-07 MANDATORY SITE INSPECTION (CONT)**

ROLLING MEADOWS 3<sup>RD</sup> DISTRICT COURT BUILDING  
2121 EUCLID AVENUE  
ROLLING MEADOWS, ILLINOIS 60008  
Pat McCarthy

SKOKIE 2<sup>ND</sup> DISTRICT COURT BUILDING  
5600 W. OLD ORCHARD ROAD  
SKOKIE, ILLINOIS 60076  
Pat McCarthy

**SC-08 SERVICE LOCATIONS**

All services shall be performed at:

Bridgeview 5<sup>th</sup> District Court Bldg.  
10220 South 76<sup>th</sup> Ave.  
Bridgeview, IL 60455

Domestic Violence  
555 W. Harrison St.  
Chicago, IL 60607

Skokie 2<sup>nd</sup> District Court Bldg.  
5600 W. Old Orchard Road  
Skokie, IL 60076

Maybrook 4<sup>th</sup> District Court Bldg.  
1501 Maybrook Drive  
Maywood, IL 60153

Markham 6<sup>th</sup> District Court Bldg.  
16515 S. Kedzie Ave.  
Markham, IL 60426

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

Rolling Meadows 3<sup>rd</sup> District Court Bldg.  
2121 Euclid Ave.  
Rolling Meadows, IL 60008

Juvenile Court Building  
2245 W. Ogden Ave.  
Chicago, IL 60612

Forensic Institute  
2121 W. Harrison  
Chicago, IL 60612

**SC-09 NOTIFICATION**

Do not service until notified by using Department.

**SC-10 INVOICING**

Send invoices to Kathy Weiss-Botica, Facilities Management, 118 North Clark Street, Suite 900 Chicago, IL 60602, no later than the 10 days after services and or parts were received.

SPECIAL CONDITIONS

**SC-11      PREVAILING WAGE**

During the full term of this contract, Contractor agrees to abide by all payment wages as set forth by Section 2 of the "Prevailing Wage Act-Illinois Revised Statutes Chapter 48, Paragraph 395-1 et.seq. By submitting a bid proposal Bidder acknowledges:

- (a) The Labor Standards regarding the payment of prevailing wage in accordance with Section 2 of the Prevailing Wage Act-Illinois revised Statutes Chapter 48, Paragraph 395-1 et.seq.
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractor and any lower tier subcontractors are the sole responsibility of the bidding Contractor.
- (c) The Contractor further agrees to certify that it is the Contractor's responsibility to monitor, adjust and pay the most recent published prevailing wage rate as defined by the 'Prevailing Wage Act-Illinois Revised Statutes.
- (d) By submitting this bid proposal, and during the course of this contract, the Bidder certifies that the wages paid to its employees and fringe benefits and working conditions of such employees are not less than favorable than those prevailing in the local in which the contracts are to be performed.
- (e) See Prevailing Wage Chart on Page SC-6 and SC-7.

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# Cook County Prevailing Wage for November 2013

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD			43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD			41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON	ALL			42.350	44.350	2.0	1.5	2.0	12.16	12.35	0.000	0.430
CERAMIC TILE FNSHER	BLD			34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.	BLD			38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN	ALL			34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN	ALL			43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			49.080	55.215	2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR	ALL			34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER	BLD			39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR	BLD			46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER	ALL			37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST	BLD			43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON	BLD			40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I	ALL			27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II	ALL			32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER	BLD 1			46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 2			44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 3			42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 4			40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 5			49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 6			47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 7			49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 5			52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 1			44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 2			43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 3			41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 4			40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 5			39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 6			47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 7			45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER	ALL			42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER	ALL			40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER	BLD			41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER	BLD			46.050	48.050	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD			38.950	41.950	1.5	1.5	2.0	8.280	9.190	0.000	0.430
SHEETMETAL WORKER	BLD			41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660
SIGN HANGER	BLD			30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350

## Cook County Prevailing Wage for November 2013

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
STONE MASON		BLD		41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER		ALL		37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON		BLD		39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON		BLD		41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR		HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E	ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E	ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W	ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W	ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER		BLD		41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

Legend:

RG (Region)

TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

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

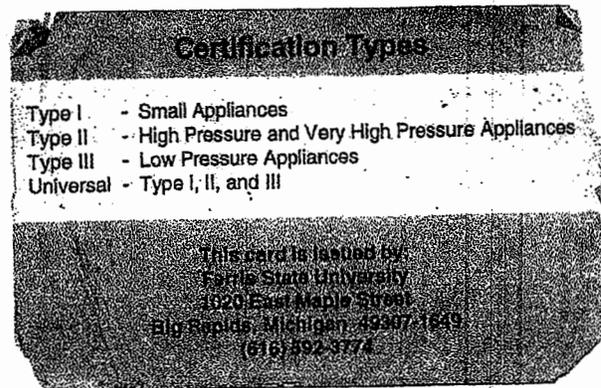
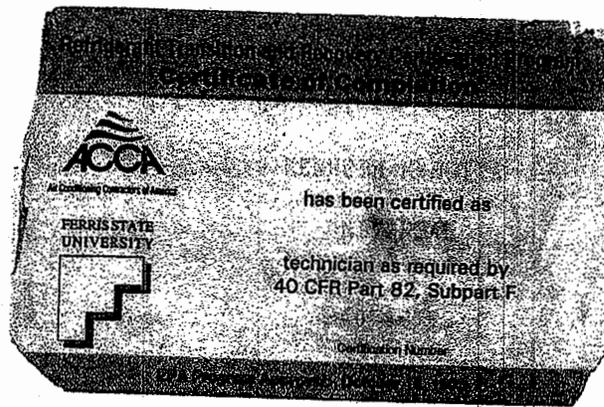
OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)



SPECIFICATIONS

**S-1 QUALIFICATIONS OF VENDOR**

The criteria listed below are considered **mandatory** to establish the capability of firms to meet the needs of Cook County Department of Facilities Management. Please provide information regarding each item so that Cook County can thoroughly evaluate your firm's qualifications. **The information requested below must be included with the bid documents.**

**Company Experience:** The vendor shall have a minimum of five (5) years' experience in the service, maintenance and repair of chillers/systems similar in size and capacity to the facility included in this document. This experience shall include but not be limited to retubing of condenser and evaporator tubes, replacing tube end sheets and support sheets, disassembly and reassembly of compressors and pumps, removal and installation of motors and chiller overhauls. The vendor must be able to demonstrate this experience by providing a list of five (5) local previous and/or current contacts that they performed maintenance contracts with. These contracts must be comparable in scope and equipment to those included in this document.

**Licensing:** The vendor must be fully licensed at the time of the bid and meet all State and Federal guidelines for the handling of CFC refrigerants. The vendor shall submit proof of its licensing with the bid documents.

**Employees:** The vendor shall use trained employees who are certified to handle CFC refrigerants. These employees shall have a minimum of three (3) years' experience performing maintenance and repair service, similar to the services included in this document. The vendor shall use all responsible care not to employ persons, use labor, or permit any condition to exist which may cause or be conducive to any labor complaints or disputes with Cook County. There will be designated employees for the term of the contract that will be approved by the Chief Engineer. Any additional employees must be approved by the Chief Engineer prior to servicing this contract. The vendor must provide proof of credentials for all employees certification under CFC refrigerants with this bid.

**Schedule:** Each vendor shall submit a maintenance schedule for the following calendar year. This schedule shall include the recommended dates and the work to be performed for all items included in this document. The schedule will be approved by the Chief Engineer. The successful vendor will be expected to adhere to this schedule and any deviations must be approved by the Chief Engineer.

**Logs/Reports:** All inspections, performed and recommended work shall be recorded on log sheets with copies provided to Cook County at the completion of such work. Samples of the log shall be provided with this bid.

**Vibration Analysis:** The person performing/analyzing the vibration analysis shall have a minimum five (5) years' experience. This experience shall be on equipment similar in size/capacity to the equipment included in this document. Samples of reports, waveform displays, and spectrum displays diagrams showing all measurement points are to be included with bid documents. The Vendor must provide proof of experience and credentials for all employees performing or analyzing with this bid.

**S-2 FLUIDS DISPOSAL**

The vendor will be responsible for the proper disposal of all fluids following all Federal, State and Local guidelines. Proper documentation will be provided to Cook County at the time of disposal.

**S-3 MATERIALS AND SUPPLIES**

All parts shall be the manufacturer's specified replacement parts. No substitutes will be permitted unless specified in this contract as, or equivalent.

SPECIFICATIONS

**S-4 REFRIGERANTS/CHEMICAL ADDITIVES**

Cook County will provide an adequate supply of refrigerant to be used to make up any lost during the operation of the plant. All use of refrigerant must be documented with the amount used, date, time and reason. This must be verified by the Chief Engineer and a copy of the documentation provided to Cook County. Any refrigerant lost due to negligence on the part of the contractor will become the Contractors responsibility. All other, chemical additives, inhibitors and lubricants that need to be replaced will be provided by the contractor at no additional cost to Cook County.

**S-5 EQUIPMENT LIST**

- A. Cook County Building**
  - Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation
  - Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation
  - Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation
- B. Forensic Institute**
  - Multistack Chiller Model #MS085XCH2W2AA-410-A-240 tons
  - Multistack Chiller #MS086XCH2W2AA-410-A-240 tons
- C. Skokie Court Building**
  - Dunham & Busch Screw Chiller Model PCX400HG Serial HPW2018JX3690A-390 tons
  - Dunham & Busch Screw Chiller Model PCX400HG Serial DPW20118J8OX3690B-390 tons
- D. Rolling Meadows**
  - Carrier Centrifugal Chiller Model 19DK71355CP Serial 39214-400 tons
  - Carrier Centrifugal Chiller Model 19DK71355CP Serial 39215-400 tons
- E. Maywood Court Building**
  - Carrier Centrifugal Chiller Model 19DG65694 Serial 752624032-375 tons
  - Carrier Centrifugal Chiller Model 19DG65694 Serial 752623966-375 tons
- F. Bridgeview Court Building**
  - Carrier Centrifugal Chiller Model 19DK71355CP Serial 39216-400 tons
  - Carrier Centrifugal Chiller Model 19DK71355CP Serial 39217-400tons
- G. Markham Court Building**
  - Carrier Centrifugal Chiller Model 19DG6666 Serial 26403-400 tons
  - Carrier Centrifugal Chiller Model 19DG6666 Serial 26404-400 tons
- H. Juvenile Detention Center**
  - Carrier Centrifugal Chiller Model 19CB-1200 Serial 712516962-1200 tons
  - Carrier Centrifugal Chiller Model 19-CB1200 Serial 712416961-1200 tons
  - Carrier Centrifugal Chiller Model 23XRV4242NRVAA5 Serial 75973-490 tons
  - York Chiller YKKQK4H9-CWG Serial SEWM-592770-900 tons
- I. Domestic Violence**
  - Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69667-270 tons
  - Carrier Centrifugal Chiller Model 19XRV-3-69668 Serial 2704Q69668-270 tons
  - Carrier Centrifugal Chiller Model 19XRV-3-69669 Serial 2704Q69669-270 tons

SPECIFICATIONS

**ITEM NO. 1 ANNUAL START UP**

Annual startup will be provided one (1) time per year on all Centrifugal, Multistack and Screw Chillers included in the Equipment list S-5 prior to the seasonal startup date of the facility as scheduled by the Chief Engineer. This inspection shall include all labor, material, lubricants, expendable supplies, and test equipment to do the maintenance in accordance with manufactures recommendations. This will be completed by April 15th of each year. Copies of all service tickets and reports will be submitted with all billing.

- A. Report to the Cook County representative
- B. Log and evaluate the operation, condition and or level of but not limited to the following. Adjust and calibrate as required.
  - Check operating condition, refrigerant charge, purge and vacuum pump operation
  - Clean lube line strainers
  - Calibrate/check all pneumatic/electronic operating and safety controls/relays
  - Calibrate /check all differential pressure and flow switches
  - Vane position and shaft oilier
  - Hours of operation and start counts
  - Condenser and chilled water temperature in/out
  - Evaporator and condenser Delta P
  - Refrigerant temperature
  - Oil level, sump pressure, temperature and supply pressure
  - Load side voltage amperage
  - Starter voltage and amperage
  - Leak test
  - Lubricate as per manufacturers recommendations
  - Test and cycle all equipment
  - Repair any deficiencies found during this inspection including the addition of chemical additives, lubricants and inhibitors.
  - Adjust each chiller to operate at its maximum efficiency.
  - Provide a written report to the owner for each chiller included in this contract.

**ITEM NO. 2 ANNUAL PREVENTIVE MAINTENANCE**

The annual preventive maintenance (winter maintenance) is to be done one (1) time per year at the end of each operating season. This inspection shall include all labor, material, lubricants, chemical additives, expendable supplies and test equipment to do the preventive maintenance in accordance with manufacturer's guidelines. All work is to be done during normal working hours on all chillers/absorbers listed on Equipment List S-5 and will include but is not limited to the following manufacturer's recommendations. This will be completed by February 15th of each year. Copies of all service tickets and reports will be submitted with all billing.

- A. Report to the Cook County representative.
- B. Pressurize chiller and perform leak test.
  - Perform refrigerant analysis. Provide copy of analysis and recommendations to the owner.
  - Perform solution analysis. Provide copy of analysis to owner.
  - Add any necessary additives or inhibitors
  - Perform Spectrochemical Oil Analysis, change if necessary. Provide copy of analysis and

SPECIFICATIONS

**ITEM NO. 2 ANNUAL PREVENTIVE MAINTENANCE (CON'T)**

- Recommendations to Cook County.
- Replace oil filters and dryer cores
- Inspect; tighten all starter connections, contactors and rectifiers
- Check vacuum
- Lubricate all motors, valves, linkages and pumps
- Change oil on time on all Centrifugal/Screw Chillers during the contract as called for by the Chief Engineer
- Clean/check purge system
- Calibrate all controls
- Repair, replace and or calibrate any deficiencies found during this inspection including the addition of fluids and refrigerants .
- Provide a written report for each chiller to the owner

**ITEM NO. 3 MULTI-YEAR PREVENTIVE MAINTENANCE FOR CENTRIFUGAL AND SCREW CHILLERS**

This maintenance will be done one (1) time over the life of the contract on the following Chillers listed below. This inspection shall include all labor, parts, lubricants, expendable supplies, refrigerants and test equipment to do the preventive plus multi-year maintenance in accordance with the manufacturer's recommendations. This work includes overhauling of the pump, motor and valve diaphragm replacement. Please provide a step by step checklist of the work that will be performed for this portion of the contract. All work to be done during normal working hours and will include but is not limited to the following. This will be completed by February 15th of each year. Copies of all service tickets and reports will be submitted with all billing.

**Skokie Court Building**

- Dunham & Busch Screw Chiller Model PCX400HG Serial HPW2018JX3690A-390 tons
- Dunham & Busch Screw Chiller Model PCX400HG Serial DPW20118J8OX3690B-390 tons

**Rolling Meadows**

- Carrier Centrifugal Chiller Model 19DK71355CP Serial 39214-400 tons
- Carrier Centrifugal Chiller Model 19DK71355CP Serial 39215-400 tons

**Maywood Court Building**

- Carrier Centrifugal Chiller Model 19DG65694 Serial 752624032-375 tons
- Carrier Centrifugal Chiller Model 19DG65694 Serial 752623966-375 tons

**Bridgeview Court Building**

- Carrier Centrifugal Chiller Model 19DK71355CP Serial 39216-400 tons
- Carrier Centrifugal Chiller Model 19DK71355CP Serial 39217-400tons

**Markham Court Building**

- Carrier Centrifugal Chiller Model 19DG6666 Serial 26403-400 tons
- Carrier Centrifugal Chiller Model 19DG6666 Serial 26404-400 tons

**Juvenile Detention Center**

- Carrier Centrifugal Chiller Model 19CB-1200 Serial 712516962-1200 tons
- Carrier Centrifugal Chiller Model 19-CB1200 Serial 712416961-1200 tons
- Carrier Centrifugal Chiller Model 23XRV4242NRVAA5 Serial 75973-490 tons
- York Chiller YKKQK4H9-CWG Serial SEWM-592770-900 tons

SPECIFICATIONS

**ITEM NO. 3 MULTI-YEAR PREVENTIVE MAINTENANCE FOR CENTRIFUGAL AND SCREW CHILLERS (CONT)**

**Domestic Violence**

Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69667-270 tons

Carrier Centrifugal Chiller Model 19XRV-3-69668 Serial 2704Q69668-270 tons

Carrier Centrifugal Chiller Model 19XRV-3-69669 Serial 2704Q69669-270 tons

- A. Report to the Cook County representative, review the operating log and discuss, evaluate and correct any operating problems.
- B. Compressor Disassembly
- Meg CTV and oil pump motors (confirm status of motor windings)
  - Recover refrigerant per EPA guidelines
  - Evaluate unit to two (2) MM and break vacuum to 0psi with dry nitrogen
  - Remove oil charge from oil sump
  - Disassemble compressor and spray all parts with oil
  - Record suction elbow deflection
  - Remove and inspect 1st stage vane assembly
  - Record clearance of 1st stage impeller nose labyrinth seal
  - Record 1st stage impeller nose run out
  - Check shaft run out
  - Record clearance of 1st stage impeller to diffuser plate
  - Record clearance of 2nd stage impeller nose labyrinth seal
  - Record clearance of 2nd stage impeller nose run out
  - Record clearance of 2nd stage impeller to diffuser plate
  - Record Clearance of 2nd stage labyrinth seal to shaft
  - Inspect 3rd stage vane assembly
  - Record clearance of 3rd stage impeller nose labyrinth
  - Record clearance of 3rd stage impeller nose run out
  - Record clearance of oil seal
  - Inspect 3rd stage vane bellows for cracks
  - Begin motor disassembly
  - Perform dye penetrate test on impeller bores and keyways
  - Assemble compressor using new gaskets and O-rings
  - Record clearance of 3rd stage impeller nose run out and labyrinth seal
  - Install 2nd stage diffuser plate and center
  - Record clearance of 2nd stage labyrinth seal to shaft
  - Record 2nd stage impeller nose run out
  - Record 2nd stage impeller to diffuser plate clearance
  - Record 2nd stage labyrinth seal to impeller nose clearance
  - Center 1st stage diffuser plate
  - Record clearance to 1st stage labyrinth seal
  - Record 1st stage impeller nose run out
  - Record 1st stage impeller to diffuser plate clearance
  - Record 1st stage labyrinth seal to impeller nose clearance
  - Rebuild 1st stage vane tang operator
  - Install 1st stage vane assembly
  - Run compressor and perform dynamic balance of rotating assembly
  - Install suction elbow and record deflection
  - Replace relief valve carbon disk and gaskets
  - Record drive end bearing radial clearance

SPECIFICATIONS

**ITEM NO. 3 MULTI-YEAR PREVENTIVE MAINTENANCE FOR CENTRIFUGAL SCREW, AND  
MULTISTCK CHILLERS (CONT)**

Disconnect the drive end bearing internal oil supply line  
Remove drive end bearing retainer ring  
Remove the drive end bearing Check total clearance of drive end inner bearing cap  
Remove drive end bearing bracket and inspect  
Remove drive end bearing cap gasket  
Drill motor end bell for roll pins opposite drive end  
Remove oil supply and drain lines  
Remove bearing cover  
Remove opposite drive end bearing retainer ring  
Remove opposite drive end bearing bracket  
Remove opposite drive end bearing  
Remove bearing cap gasket  
Install new drive end bearing cap gasket  
Install new drive end bearing  
Check total clearance of opposite drive end inner bearing cap  
Install opposite drive end bearing cap with new gasket  
Heat and hydraulically install new duplex ball bearing  
Record new face T.I.R. with dial indicator  
Install bearing bracket and cover  
Disassemble main terminal board  
Replace terminal stud O-rings and main terminal board gasket  
Remove oil sump cover and pump assembly  
Clean oil sump and inspect pump and motor  
Rebuild or replace oil pressure regulator  
Install oil pump assemble and cover  
Change oil filter and add new charge of OEM approved oil  
Install oil supply and drain lines for motor  
Run oil pump to confirm proper operation  
Replace all gaskets/O-rings on economizer liquid line flanges  
Inspect orifice plates  
Pressure test unit with dry nitrogen  
Leak test using an electronic leak detector  
Evacuate to 2 mm and perform standing vacuum test for a minimum of 12 hours  
Charge unit with correct amount of refrigerant by weight  
Check starter electrical connections  
Check calibration overloads  
Inspect contactor contacts and replace if necessary  
Check mechanical interlock  
Run machine and check operation

SPECIFICATIONS

**ITEM NO. 4 EDDY CURRENT ANALYSIS**

Perform one (1) Eddy Current Tube analysis per machine as needed on the following locations. Cook County will be responsible for the removal of the heads. This analysis will include condenser, evaporator and absorber tubes. All service tickets will be turned in with invoices and reports. **All chillers will be one time on condensers and evaporators for the life of the contract.**

**Cook County Building**

Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation  
Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation  
Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation

**Skokie Court Building**

Dunham & Busch Screw Chiller Model PCX400HG Serial HPW2018JX3690A-390 tons  
Dunham & Busch Screw Chiller Model PCX400HG Serial DPW20118J8OX3690B-390 tons

**Rolling Meadows**

Carrier Centrifugal Chiller Model 19DK71355CP Serial 39214-400 tons  
Carrier Centrifugal Chiller Model 19DK71355CP Serial 39215-400 tons

**Maywood Court Building**

Carrier Centrifugal Chiller Model 19DG65694 Serial 752624032-375 tons  
Carrier Centrifugal Chiller Model 19DG65694 Serial 752623966-375 tons

**Bridgeview Court Building**

Carrier Centrifugal Chiller Model 19DK71355CP Serial 39216-400 tons  
Carrier Centrifugal Chiller Model 19DK71355CP Serial 39217-400tons

**Markham Court Building**

Carrier Centrifugal Chiller Model 19DG6666 Serial 26403-400 tons  
Carrier Centrifugal Chiller Model 19DG6666 Serial 26404-400 tons

**Juvenile Detention Center**

Carrier Centrifugal Chiller Model 19CB-1200 Serial 712516962-1200 tons  
Carrier Centrifugal Chiller Model 19-CB1200 Serial 712416961-1200 tons  
Carrier Centrifugal Chiller Model 23XRV4242NRVAA5 Serial 75973-490 tons  
York Chiller YKKQK4H9-CWG Serial SEWM-592770-900 tons

**Domestic Violence**

Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69667-270 tons  
Carrier Centrifugal Chiller Model 19XRV-3-69668 Serial 2704Q69668-270 tons  
Carrier Centrifugal Chiller Model 19XRV-3-69669 Serial 2704Q69669-270 tons

SPECIFICATIONS

**ITEM NO. 5 VIBRATION ANALYSIS**

Perform vibration analysis as call for by the Chief Engineer for Chillers as needed on the following locations. Provide two (2) copies of the report to Cook County. This report shall include all data collected, readouts, trending, vibration plots, recommendations and all information necessary to accurately evaluate the condition of the equipment.

**Cook County Building**

*NEW* <

Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation  
Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation  
Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation

**Forensic Institute**

*NEW* <

Multistack Chiller Model #MS085XCH2W2AA-410-A-240 tons  
Multistack Chiller #MS086XCH2W2AA-410-A-240 tons

**Skokie Court Building**

Dunham & Busch Screw Chiller Model PCX400HG Serial HPW2018JX3690A-390 tons  
Dunham & Busch Screw Chiller Model PCX400HG Serial DPW20118J8OX3690B-390 tons

**Rolling Meadows**

Carrier Centrifugal Chiller Model 19DK71355CP Serial 39214-400 tons  
Carrier Centrifugal Chiller Model 19DK71355CP Serial 39215-400 tons

**Maywood Court Building**

Carrier Centrifugal Chiller Model 19DG65694 Serial 752624032-375 tons  
Carrier Centrifugal Chiller Model 19DG65694 Serial 752623966-375 tons

**Bridgeview Court Building**

Carrier Centrifugal Chiller Model 19DK71355CP Serial 39216-400 tons  
Carrier Centrifugal Chiller Model 19DK71355CP Serial 39217-400tons

**Markham Court Building**

Carrier Centrifugal Chiller Model 19DG6666 Serial 26403-400 tons  
Carrier Centrifugal Chiller Model 19DG6666 Serial 26404-400 tons

**Juvenile Detention Center**

Carrier Centrifugal Chiller Model 19CB-1200 Serial 712516962-1200 tons  
Carrier Centrifugal Chiller Model 19-CB1200 Serial 712416961-1200 tons  
Carrier Centrifugal Chiller Model 23XRV4242NRVAA5 Serial 75973-490 tons  
York Chiller YKKQK4H9-CWG Serial SEWM-592770-900 tons

**Domestic Violence**

Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69667-270 tons  
Carrier Centrifugal Chiller Model 19XRV-3-69668 Serial 2704Q69668-270 tons  
Carrier Centrifugal Chiller Model 19XRV-3-69669 Serial 2704Q69669-270 tons

SPECIFICATIONS

**ITEM NO. 5 VIBRATION ANALYSIS**

Perform vibration analysis as call for by the Chief Engineer for Chillers as needed on the following locations. Provide two (2) copies of the report to Cook County. This report shall include all data collected, readouts, trending, vibration plots, recommendations and all information necessary to accurately evaluate the condition of the equipment.

**Cook County Building**

Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation  
Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation  
Trane Centrifugal Chiller 500 tons Model/Serial numbers to follow after installation

**Forensic Institute**

Multistack Chiller Model #MS085XCH2W2AA-410-A-240 tons  
Multistack Chiller #MS086XCH2W2AA-410-A-240 tons

**Skokie Court Building**

Dunham & Busch Screw Chiller Model PCX400HG Serial HPW2018JX3690A-390 tons  
Dunham & Busch Screw Chiller Model PCX400HG Serial DPW20118J8OX3690B-390 tons

**Rolling Meadows**

Carrier Centrifugal Chiller Model 19DK71355CP Serial 39214-400 tons  
Carrier Centrifugal Chiller Model 19DK71355CP Serial 39215-400 tons

**Maywood Court Building**

Carrier Centrifugal Chiller Model 19DG65694 Serial 752624032-375 tons  
Carrier Centrifugal Chiller Model 19DG65694 Serial 752623966-375 tons

**Bridgeview Court Building**

Carrier Centrifugal Chiller Model 19DK71355CP Serial 39216-400 tons  
Carrier Centrifugal Chiller Model 19DK71355CP Serial 39217-400tons

**Markham Court Building**

Carrier Centrifugal Chiller Model 19DG6666 Serial 26403-400 tons  
Carrier Centrifugal Chiller Model 19DG6666 Serial 26404-400 tons

**Juvenile Detention Center**

Carrier Centrifugal Chiller Model 19CB-1200 Serial 712516962-1200 tons  
Carrier Centrifugal Chiller Model 19-CB1200 Serial 712416961-1200 tons  
Carrier Centrifugal Chiller Model 23XRV4242NRVAA5 Serial 75973-490 tons  
York Chiller YKKQK4H9-CWG Serial SEWM-592770-900 tons

**Domestic Violence**

Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69667-270 tons  
Carrier Centrifugal Chiller Model 19XRV-3-69668 Serial 2704Q69668-270 tons  
Carrier Centrifugal Chiller Model 19XRV-3-69669 Serial 2704Q69669-270 tons

SPECIFICATIONS

**ITEM NO. 6 MULTI-YEAR PREVENTIVE MAINTENANCE MULTISTACK CHILLER**

Each year of the contract heat exchanger cleaning will need to be performed on each machine when the units are down for the season as called for by the Chief Engineer. Acid flushing will be done using a Phosphoric or sulfamic acid such as Nu-Calgon Imperial Grade Scale remover part number 4360-84. Hydrochloric or sulfuric acids are NOT to be used. Every heat exchanger must be acid flushed as outlined manufacturer.

**Forensic Institute**

Multistack Chiller Model #MS085XCH2W2AA-410-A-240 tons

Multistack Chiller #MS086XCH2W2AA-410-A-240 tons

**ITEM NO. 7 SERVICE CALLS**

One service technician shall be on site to check and repair any operational problems that have occurred within 24 hours of notification by the Chief or assistant Chief Engineer. All service work will be done during normal business hours unless approved by Chief Engineer. Bidder shall include cost of labor plus fringes, travel, and profit if any. Service technician shall be on site within 4 hours of an emergency service call upon notification of the Chief or Assistant Chief Engineer.

**ITEM NO. 8 REPLACEMENT PARTS**

All parts specified in this contract as "replace" or "to include" are the responsibility of the vendor at no additional cost to the County. All other parts are to be billed at the contractor's actual cost as indicated in this bid. The contractor shall purchase parts only after the consent of the Supervising Engineer.

The contractor shall submit a copy of the original purchase invoice for the part(s) along with their invoice to the County for payment. The original invoice must show the original purchase price and model/serial number of the parts purchase.

(This section intentionally left blank)

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Cook County Building  
118 N. Clark Street

Ken Botte

Name (Printed)

Ken Botte

Name (Signature)

Anchor Mechanical Inc

Company

Project Manager

Official Capacity

312-492-6994

Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by:

[Signature]  
Cook County

3/27/14  
Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Juvenile Court Building/Detention Center  
2245 W. Ogden Ave.  
Chicago, IL 60612

Ken Botta  
Name (Printed)

Ken Botta  
Name (Printed)

Ken Botta  
Name (Signature)

Anchor Mechanical Inc  
Company

Project Manager  
Official Capacity

312-492-6994  
Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by: [Signature]  
Cook County

3/27/14  
Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Cook County Forensic Institute  
2121 W. Harrison  
Chicago, IL 60647

Ken Botts

Name (Printed)

Ken Botts

Name (Signature)

Anchor Mechanical Inc

Company

Project Manager

Official Capacity

312-492-6994

Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by:

[Signature]  
Cook County

3/27/14

Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Domestic Violence  
555 W. Harrison  
Chicago, IL 60607

Ken Botha  
Name (Printed)

Ken Botha  
Name (Signature)

Anchor Mechanical Inc  
Company

Project Manager  
Official Capacity

312-492-6994  
Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by: [Signature]  
Cook County

3/27/14  
Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Markham 6<sup>th</sup> District Court Building  
16501 S. Kedzie Ave.  
Markham, IL 60426

Ken Bott

Name (Printed)

Ken Bott

Name (Signature)

Anchor Mechanical Inc

Company

Project Manager

Official Capacity

312-492-6994

Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by:

David [Signature]  
Cook County

3/28/14  
Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Bridgeview 5<sup>th</sup> District Court Building  
10220 S. 76<sup>th</sup> Avenue  
Bridgeview, IL 60453

Ken Botte  
Name (Printed)

Ken Botte  
Name (Signature)

Anchor Mechanical Inc  
Company

Project Manager  
Official Capacity

312-492-6991  
Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by:  
Dan Rom  
Cook County

3/28/14  
Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Maywood 4<sup>th</sup> District Court Building  
1500 Maybrook Drive  
Maywood, IL 60153

Ken Both  
Name (Printed)

Ken Both  
Name (Signature)

Anchor Mechanical Inc  
Company

Project Manager  
Official Capacity

312. 492.6994  
Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by: [Signature]  
Cook County

3/31/14  
Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Rolling Meadows 3<sup>rd</sup> District Court Building  
2121 Euclid Ave.  
Rolling Meadows, IL 60008

Ken Botte  
Name (Printed)

Ken Botte  
Name (Signature)

Anchor Mechanical Inc  
Company

Project Manager  
Official Capacity

312-492-6994  
Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by:  
[Signature]  
Cook County

3/31/14  
Date

SITE INSPECTION

This is to certify that I have this date conducted a Field/Site Inspection as required by the above numbered contract.

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

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

Skokie 2<sup>nd</sup> District Court Building  
5600 Old Orchard Road  
Skokie, IL 60076

Ken Botta  
Name (Printed)

Ken Botta  
Name (Signature)

Anchor Mechanical Inc  
Company

Project Manager  
Official Capacity

312-492-6994  
Telephone Number (Area Code)

**NOTE:** This form must be filled in completely and returned with Bid Proposal. Failure to complete this form shall be cause for disqualification of bid.

Inspection confirmed by: [Signature]  
Cook County

3/31/14  
Date

CONTRACT NO. 1345-12956 REBID

PROPOSAL

Bidder\_\_

ANCHOR MECHANICAL, INC.  
255 N CALIFORNIA AVE.  
CHICAGO IL 60612

The undersigned declares that he has carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications Identified as Contract Document Number 1345-12956 REBID, CENTRIFUGAL, MULTISTACK AND SCREW CHILLER, MAINTENANCE AND SERVICE for COOK COUNTY FACILITIES MANAGEMENT, as prepared by Cook County, and that he has familiarized himself with all the conditions under which it must be carried out and understands that in making this proposal he waives all right to plead any misunderstanding regarding the same. In case of discrepancy between Unit Price and amount, the Unit price shall prevail.

(This section intentionally left blank)

Item Number	Unit of Measure	Description	Quantity	Each Cost	Total
1.A	JOB	ANNUAL START UP 500 TON TRANE CHILLER	6	1,500 <sup>00</sup>	9,000 <sup>00</sup>
1.B	JOB	ANNUAL START UP 240 TON. MULTISTACK CHILLER	6	1,000 <sup>00</sup>	6,000 <sup>00</sup>
1.C	JOB	ANNUAL START UP 390 TON DUNHAM & BUSCH SCREW CHILLER	6	1,000 <sup>00</sup>	6,000 <sup>00</sup>
1.D	JOB	ANNUAL START UP 400 TON CARRIER CHILLER	18	1,000 <sup>00</sup>	18,000 <sup>00</sup>
1.E	JOB	ANNUAL STARTUP 375 TON CARRIER CHILLER	6	1,000 <sup>00</sup>	6,000 <sup>00</sup>
1.F	JOB	ANNUAL START UP 400 TON CARRIER CHILLER	6	1,000 <sup>00</sup>	6,000 <sup>00</sup>
1.G	JOB	ANNUAL START UP 400 TON CARRIER CHILLER	3	2,000 <sup>00</sup>	6,000 <sup>00</sup>
1.H	JOB	ANNUAL START UP 1200 TON CARRIER CHILLER	9	2,000 <sup>00</sup>	18,000 <sup>00</sup>
1H-A	JOB	ANNUAL START UP 490 TON CARRIER CHILLER	3	1,000 <sup>00</sup>	3,000 <sup>00</sup>
1H-B	JOB	ANNUAL START UP 900 TON YORK CHILLER	3	2,000 <sup>00</sup>	6,000 <sup>00</sup>
1.I	JOB	ANNUAL START UP 270 TON CARRIER CHILLER	3	1,000 <sup>00</sup>	3,000 <sup>00</sup>
2.A	JOB	ANNUAL PREVENTIVE MAINTENANCE 500 TON TRANE CHILLER	9	3,000 <sup>00</sup>	27,000 <sup>00</sup>
2.B	JOB	ANNUAL PREVENTIVE MAINTENANCE 240 TON MULTISTACK CHILLER	6	1,000 <sup>00</sup>	6,000 <sup>00</sup>
2.C	JOB	ANNUAL PREVENTIVE MAINTENANCE 390 TON DUNHAM & BUSCH	6	1,500 <sup>00</sup>	9,000 <sup>00</sup>
2.D	JOB	ANNUAL PREVENTIVE MAINTENANCE 400 TON CARRIER CHILLER	18	3,000 <sup>00</sup>	54,000 <sup>00</sup>

Item Number	Unit of Measure	Description	Quantity	Each Cost	Total
2.E	JOB	ANNUAL PREVENTIVE MAINTENANCE 375 TON CARRIER CHILLER	6	3,000	18,000
2.F	JOB	ANNUAL PREVENTIVE MAINTENANCE 400 TON CARRIER CHILLER	6	1,200	7,200
2.G	JOB	ANNUAL PREVENTIVE MAINTENANCE 400 TON CARRIER CHILLER	3	3,000	9,000
2.H	JOB	ANNUAL PREVENTIVE MAINTENANCE 1200 TON CARRIER CHILLER	6	4,000	24,000. <sup>00</sup>
2H-A	JOB	ANNUAL PREVENTIVE MAINTENANCE 490 TON CARRIER CHILLER	3	3,000	9,000. <sup>00</sup>
2H-B	JOB	ANNUAL PREVENTIVE MAINTENANCE 900 TON YORK CHILLER	3	3,000	9,000. <sup>00</sup>
2.I	JOB	ANNUAL PREVENTIVE MAINTENANCE 270 TON CARRIER CHILLER	9	2,000	18,000. <sup>00</sup>
3	JOB	MULTI YEAR PREVENTIVE MAINTENANCE OF THE CENTRIFUGAL/SCREW CHILLER	19	20,000. <sup>00</sup>	380,000. <sup>00</sup>
4	JOB	EDDY CURRENT TUBE ANALYSIS	18	500. <sup>00</sup>	9,000. <sup>00</sup>
5	JOB	ANNUAL VIBRATION ANALYSIS	22	200. <sup>00</sup>	4,400. <sup>00</sup>
6	JOB	MULTI-YEAR PREVENTIVE MAINTENANCE MULTISTACK	6	1,000. <sup>00</sup>	6,000. <sup>00</sup>
7.A	HOUR	SERVICE CALL, STRAIGHT TIME	1200	195. <sup>00</sup>	234,000. <sup>00</sup>
7.B	HOUR	SERVICE CALL, PREMIUM TIME	200	210. <sup>00</sup>	42,000. <sup>00</sup>
TABLE 1 SUB TOTAL					

Bidder: \_\_\_\_\_

ANCHOR MECHANICAL, INC.  
 255 N CALIFORNIA AVE.  
 CHICAGO IL 60612

Table 2

TABLE 2				
Item Number	Unit Of Measure	Description	Dollar Amount	Total
8	LOT	REPLACEMENT PARTS NOT COVER IN THIS AGREEMENT TO BE BILLED AT CONTRACTORS ACTUAL COST.	\$180,000.00	\$180,000.00
TABLE 2 SUB TOTAL				

TABLE 1 SUB TOTAL	\$ <u>952,600.<sup>00</sup></u>
TABLE 2 SUB TOTAL	\$ <u>180,000.00</u>
TOTAL	\$ <u>1,132,600.<sup>00</sup></u>

ECONOMIC DISCLOSURE STATEMENT

Section	Description	Pages
Instructions	Instructions for Completion of EDS.....	EDS i - ii
1	MBE/WBE 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 Corporation Signature Page.....	EDS 15a/b/c
9	Corporation Signature Page.....	EDS 16a/b/c
10	Cook County Signature Page.....	EDS 17

ECONOMIC DISCLOSURE STATEMENT**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.

ECONOMIC DISCLOSURE STATEMENT

**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.

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

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

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

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

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

MBE/WBE Firm: MZI BUILDING SERVICES, INC.

Address: 2251 W Grand Ave, Chicago IL 60612

E-mail: AMILLER@MZIGROUP.COM

Contact Person: Arthur Miller Phone: 312-492-8740

Dollar Amount Participation: \$ 283,150.<sup>00</sup>

Percent Amount of Participation: 25 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes X No \_\_\_\_\_

MBE/WBE Firm: Central States Mfg. & Sales Corp. DBA: Argo-Summit

Address: 8008 W. 84th Street, Justice, IL 60458

E-mail: nadine@argosummitsupply.com

Contact Person: Nadine Schweitzer, President Phone: 708-458-5850

Dollar Amount Participation: \$ 113,260.<sup>00</sup>

Percent Amount of Participation: 10 %

\*Letter of Intent attached? Yes X No \_\_\_\_\_

\*Letter of Certification attached? Yes X 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.**

1345-12956R

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: ARGO SUMMIT SUPPLY CO.

Certifying Agency: COOK COUNTY CONTRACT COMPLIANCE

Address: 5539 S. ARCHER AVE.

Certification Expiration Date: 4/23/14

City/State: CHICAGO, IL Zip 60501

FEIN #: 36-0885470

Phone: 708-458-5850 Fax: 708-458-5884

Contact Person: NADINE SCHWEITZER

Email: NADINE@ARGOSUMMITSUPPLY.COM

Contract #: 1345-12956 R

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

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

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

PROVIDE MATERIALS AND / OR EQUIPMENT REQUIRED TO PERFORM SCOPE OF WORK

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

10% OF CONTRACT AMOUNT

PAYMENT DUE UPON RECEIPT OF MATERIALS

*(If more space is needed to fully describe M/WBE 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.

*Nadine Schweitzer*  
Signature (M/WBE)

*Michael Rosner*  
Signature (Prime Bidder/Proposer)

NADINE SCHWEITZER

MICHAEL ROSNER

Print Name

Print Name

ARGO SUMMIT SUPPLY CO.

ANCHOR MECHANICAL, INC.

Firm Name

Firm Name

4/1/14

4/1/14

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this 1 day of APR, 20 14

this 1 day of APR, 20 14

Notary Public Michele A Ashe

Notary Public Michele A Ashe

SEAL



SEAL



1345-12956R

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: ARGO SUMMIT SUPPLY CO.

Certifying Agency: COOK COUNTY CONTRACT COMPLIANCE

Address: 5539 S. ARCHER AVE.

Certification Expiration Date: 4/23/14

City/State: CHICAGO, IL Zip 60501

FEIN #: 36-0885470

Phone: 708-458-5850 Fax: 708-458-5884

Contact Person: NADINE SCHWEITZER

Email: NADINE@ARGOSUMMITSUPPLY.COM

Contract #: 1345-12956 R

Participation:  Direct  Indirect

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

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

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

PROVIDE MATERIALS AND / OR EQUIPMENT REQUIRED TO PERFORM SCOPE OF WORK  
\_\_\_\_\_  
\_\_\_\_\_

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

10% OF CONTRACT AMOUNT

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*Nadine Schweitzer*  
Signature (MWBE)

*Michael Rosner*  
Signature (Prime Bidder/Proposer)

NADINE SCHWEITZER

MICHAEL ROSNER

Print Name

Print Name

ARGO SUMMIT SUPPLY CO.

ANCHOR MECHANICAL, INC.

Firm Name

Firm Name

4/1/14

4/1/14

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this 1 day of APR, 20 14

this 1 day of APR, 20 14

Notary Public Michele A Ashe

Notary Public Michele A Ashe

SEAL

SEAL



1345-12956R

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

MWBE Firm: ARGO SUMMIT SUPPLY CO.  
Address: 5539 S. ARCHER AVE.  
City/State: CHICAGO, IL Zip 60501  
Phone: 708-458-5850 Fax: 708-458-5884  
Email: NADINE@ARGOSUMMITSUPPLY.COM

Certifying Agency: COOK COUNTY CONTRACT COMPLIANCE  
Certification Expiration Date: 4/23/14  
FEIN #: 36-0885470  
Contact Person: NADINE SCHWEITZER  
Contract #: 1345-12956 R

Participation:  Direct  Indirect

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

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

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

PROVIDE MATERIALS AND / OR EQUIPMENT REQUIRED TO PERFORM SCOPE OF WORK  
\_\_\_\_\_  
\_\_\_\_\_

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

10% OF CONTRACT AMOUNT

PAYMENT DUE UPON RECEIPT OF MATERIALS

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*Nadine Schweitzer*  
Signature (MWBE)

*Michael Rosner*  
Signature (Prime Bidder/Proposer)

NADINE SCHWEITZER  
Print Name

MICHAEL ROSNER  
Print Name

ARGO SUMMIT SUPPLY CO.  
Firm Name

ANCHOR MECHANICAL, INC.  
Firm Name

4/1/14  
Date

4/1/14  
Date

Subscribed and sworn before me

Subscribed and sworn before me

this 1 day of APR, 20 14

this 1 day of APR, 20 14

Notary Public Michele A Ashe

Notary Public Michele A Ashe

SEAL



SEAL



# Cook County Government

## Office of Contract Compliance

certifies that the criteria for certification as a

**WOMEN Business Enterprise**

has been met by

**Central States Mfg. & Sales Corp  
d/b/a Argo Summit Supply Co.**

Regular Dealer: Wholesale Plumbing & HVAC Equipment and Supplies

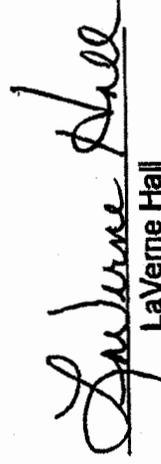
Issued Date: April 23, 2012

No Change Affidavit Due: April 23, 2013

NIGP Code(s): 03100, 67000

Ethnicity Code: 7

County: Cook

  
LaVerne Hall

Contract Compliance Director

**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: MZI BUILDING SERVICES, INC.

Contract #: 1345-12956 R

Address: 2251 W GRAND AVE

City/State/ Zip: CHICAGO IL 60612

Contact Person: ARTHUR MILLER, PRESIDENT

Phone: 312-492-8740 Fax: 312-492-8741

Certification Expiration Date: \_\_\_\_\_

Race/Gender: HISPANIC MALE

Email: AMILLER@MZIGROUP.COM

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

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

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

**PROVIDE LABOR AND / OR MATERIALS TO PERFORM SCOPE OF WORK**

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

**25% OF CONTRACT AMOUNT**  
**PAYMENT DUE UPON COMPLETION OF WORK**

*(If more space is needed to fully describe M/WBE 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.

AM  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

ARTHUR MILLER, PRESIDENT  
Print Name

MICHAEL ROSNER, PRESIDENT  
Print Name

MZI BUILDING SERVICES, INC.  
Firm Name

ANCHOR MECHANICAL, INC.  
Firm Name

4/1/14  
Date

4/1/14  
Date

Subscribed and sworn before me this 1 day of APRIL, 2014

Notary Public: Michele A Ashe



SEAL

**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: MZI BUILDING SERVICES, INC.

Contract #: 1345-12956 R

Address: 2251 W GRAND AVE

City/State/ Zip: CHICAGO IL 60612

Contact Person: ARTHUR MILLER, PRESIDENT

Phone: 312-492-8740 Fax: 312-492-8741

Certification Expiration Date: \_\_\_\_\_

Race/Gender: HISPANIC MALE

Email: AMILLER@MZIGROUP.COM

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

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

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

**PROVIDE LABOR AND / OR MATERIALS TO PERFORM SCOPE OF WORK**

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AM  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

ARTHUR MILLER, PRESIDENT  
Print Name

MICHAEL ROSNER, PRESIDENT  
Print Name

MZI BUILDING SERVICES, INC.  
Firm Name

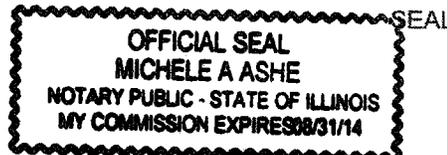
ANCHOR MECHANICAL, INC.  
Firm Name

4/1/14  
Date

4/1/14  
Date

Subscribed and sworn before me this 1 day of APRIL, 2014

Notary Public Michele A Ashe



**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: MZI BUILDING SERVICES, INC.

Contract #: 1345-12956 R

Address: 2251 W GRAND AVE

City/State/ Zip: CHICAGO IL 60612

Contact Person: ARTHUR MILLER, PRESIDENT

Phone: 312-492-8740 Fax: 312-492-8741

Certification Expiration Date: \_\_\_\_\_

Race/Gender: HISPANIC MALE

Email: AMILLER@MZIGROUP.COM

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

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

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

**PROVIDE LABOR AND / OR MATERIALS TO PERFORM SCOPE OF WORK**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**25% OF CONTRACT AMOUNT**  
**PAYMENT DUE UPON COMPLETION OF WORK**  
\_\_\_\_\_  
\_\_\_\_\_

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

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AM  
Signature (M/WBE)

[Signature]  
Signature (Prime Bidder/Proposer)

ARTHUR MILLER, PRESIDENT  
Print Name

MICHAEL ROSNER, PRESIDENT  
Print Name

MZI BUILDING SERVICES, INC.  
Firm Name

ANCHOR MECHANICAL, INC.  
Firm Name

4/1/14  
Date

4/1/14  
Date

Subscribed and sworn before me this 1 day of APRIL, 2014

Notary Public Michele A Ashe





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

Kim <Kimn@mzigroup.com>

January 10, 2014

Arthur Miller  
**MZI Building Services**  
2251 West Grand Avenue  
Chicago, IL 60612

Dear Mr. Miller

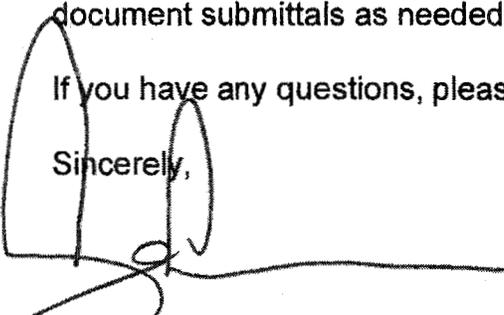
This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) until March 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,



George Coleman, Jr.  
Deputy Procurement Officer

GC/sl



Cook County Government  
M/WBE Certification  
Reciprocal Affidavit

Firm Name MZI Building Services, Inc.

Address 2251 W Grand Ave

City Chicago

County Cook

State IL Zip 60612

Phone (312) 492-8740 Email amiller@mzigroup.com

I Arthur miller, Contract # 1345-12956 R  
(Print Name)

President  
(Print Title)

do hereby affirm that I am a Minority and/or Women Business Enterprise, currently certified as;  
 Black  Hispanic  Asian  Woman  DBE  
 and, the Personal Net Worth of the qualifying (51%) individual(s) does  does not   
 exceed \$2 million, excluding the individual's ownership interest in the M/WBE firm and the equity of  
 the owner's primary residence. An individual's personal net worth includes only his or her own share  
 of assets held jointly or as community/marital property with the individual's spouse.

I also affirm that MZI Building Services, Inc.  
 (Name of Company)  
 meets the U. S. Small Business Administration Table of Small Business Size Standards.

Upon penalty of perjury, I Arthur miller  
 (Print Name)

affirm that, to the best of my knowledge and belief, the information herein is true and accurate.

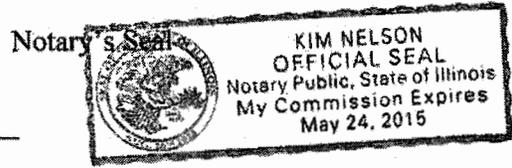
Signature AM

Title president Date 4/8/14

Subscribed and sworn to before me this 8 day of APRIL, 2014  
 (Month) (Year)

[Signature]  
 (Notary's Signature)

My Commission Expires 5/24/2015



ECONOMIC DISCLOSURE STATEMENT

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

\_\_\_\_\_ FULL MBE WAIVER \_\_\_\_\_ FULL WBE WAIVER  
 \_\_\_\_\_ REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)  
                   \_\_\_\_\_ % of Reduction for MBE Participation  
                   \_\_\_\_\_ % of Reduction for WBE 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 MBEs and/or WBEs 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 MBEs and/or WBEs in accordance with the applicable participation. (Please explain)

\_\_\_\_\_ (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the Percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)

\_\_\_\_\_ (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:**

\_\_\_\_\_ (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)

\_\_\_\_\_ (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)

\_\_\_\_\_ (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs 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 MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION:**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

ECONOMIC DISCLOSURE STATEMENT

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**

ECONOMIC DISCLOSURE STATEMENT

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.

ECONOMIC DISCLOSURE STATEMENT

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 PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

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

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

Yes  No

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

255 N. California Ave.  
Chicago IL 60612

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.**

ECONOMIC DISCLOSURE STATEMENT

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

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

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

PERMANENT INDEX NUMBER(S): 17-17-217-007-0000  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

\_\_\_\_\_  
\_\_\_\_\_

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.

ECONOMIC DISCLOSURE STATEMENT

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: Anchor Mechanical Inc. D/B/A: \_\_\_\_\_ EIN NO.: 36 424 8861

Street Address: 255 N. California Ave.

City: Chicago State: IL Zip Code: 60612

Phone No.: 312 492 6994

**Form of Legal Entity:**

- |   |                                      |   |  |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor        | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust         | <input type="checkbox"/> Estate      | <input type="checkbox"/> Association            | <input type="checkbox"/> Joint Venture         |
| <input type="checkbox"/> Other (describe) _____ |                                      |   |  |

1345-12956R

**Ownership Interest Declaration:**

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

Name	Address	Percentage Interest in Applicant/Holder
MICHAEL ROSNER	1224 133RD COURT LEMONT IL 60439	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

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

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

MICHAEL ROSNER  
 Name of Authorized Applicant/Holder Representative (please print or type)  
 Signature *[Handwritten Signature]*  
 mikerosner@yahoo.com  
 E-mail address

PRESIDENT  
 Title  
 4/1/14  
 Date  
 312-492-6994  
 Phone Number

Subscribed to and sworn before me this 1 day of APR, 2014

My commission expires: 08/31/14

x *Michele A Ashe*  
 Notary Public Signature



ECONOMIC DISCLOSURE STATEMENT

**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.

1345-12956R

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

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

Name of Owner/Employee: MICHAEL ROSNER Title: PRESIDENT

Business Entity Name: ANCHOR MECHANICAL, INC. Phone: 312-492-6994

Business Entity Address: 255 N. California Ave, Chicago IL 60612

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

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

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

X 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.

Mh \_\_\_\_\_ Date 4/1/14  
Owner/Employee's Signature

Subscribe and sworn before me this 1 Day of APRIL, 2014

a Notary Public in and for COOK County

Michele A Ashe  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires 08/31/14

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A SOLE PROPRIETOR**

**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me

My commission expires:

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A SOLE PROPRIETOR**

**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires:  
\_\_\_\_\_

X \_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A SOLE PROPRIETOR**

**(SECTION 6)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires:

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**

**(SECTION 7)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me

My commission expires:

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**

**(SECTION 7)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me

My commission expires:

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**

**(SECTION 7)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

\*COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

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

\*BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires:  
\_\_\_\_\_

X \_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**

**(SECTION 8)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed to and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

X \_\_\_\_\_

\_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**

**(SECTION 8)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed to and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

X \_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

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

ECONOMIC DISCLOSURE STATEMENT

**SIGNATURE BY A LIMITED LIABILITY CORPORATION**

**(SECTION 8)**

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

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed to and sworn before me

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

X \_\_\_\_\_

**Notary Public Signature**

**Notary Seal**

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

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

1345-129562

**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: ANCHOR MECHANICAL, INC.

BUSINESS ADDRESS: 255 N. California Ave.  
Chicago, IL 60612

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

CONTACT PERSON: KEVIN KENZINGER, SENIOR SALES REPRESENTATIVE

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

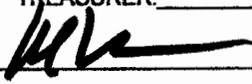
LIST THE FOLLOWING CORPORATE OFFICERS:

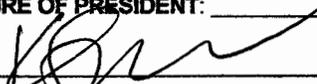
PRESIDENT: MICHAEL ROSNER

VICE PRESIDENT: MICHAEL ROSNER

SECRETARY: MICHAEL ROSNER

TREASURER: MICHAEL ROSNER

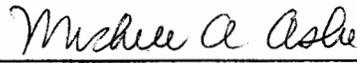
\*\*SIGNATURE OF PRESIDENT: 

ATTEST:   
KEVIN KENZINGER, SENIOR SALES REPRESENTATIVE

Subscribed and sworn to before me this  
1 day of APRIL, 2014



My commission expires: 08/31/14

X   
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

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

CONTRACT NO. 1345-12956 REBID

ECONOMIC DISCLOSURE STATEMENT

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:

*John G. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 17 DAY OF October, 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

1345-12956 REBID

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

OCT 08 2014

TOTAL AMOUNT OF CONTRACT: \$ 1,132,600.00 **COM**

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

*Jella G. Scemoff*

ASSISTANT STATE'S ATTORNEY

(Required on contracts over \$1,000,000.00)

## ANCHOR MECHANICAL, INC. PROJECT REFERENCES

### Reference #1

- Customer: The City of Chicago- Department of General Services
- Contract Date: May 2009 to May 2012
- Anchor Mechanical Project Manager: Joe Weber
- Contact Amount: \$6.6 Million
- Location of Work: Facilities that we cover under this contract include: City Hall, Police Headquarters, 911 Center, 311 Center along with over 400 municipal buildings.
- Reference Name: Rich Enault
- Reference Phone Number: (312) 446-0677
- Project Title: PREVENTATIVE MAINTENANCE, PARTS AND REPAIR SERVICE FOR AIR CONDITIONING EQUIPMENT, CHILLERS, PNEUMATIC AND DIRECT DIGITAL CONTROLS
- Scope of Work: Perform design, preventative maintenance and repair for pneumatic and direct digital controls on the following types of systems: Johnson, Teletrol, Staifa, Honeywell, Robert Shaw, Control Solutions, Carrier Comfort Works, Siebe and Tracer Summit. Our technicians provide system upgrades to keep operating systems up to date. In addition, we supply parts, hardware and software as well as perform system calibrations as needed. As retrofits of existing facilities and new buildings come online, different types of pneumatic or direct digital control systems will be serviced under this contract.

### Reference #2

- Customer: Metropolitan Water Reclamation District of Greater Chicago Main Office Complex
- Contract Date: 9/1/09 to 8/30/12
- Anchor Mechanical Project Manager: Kevin Kenzinger
- Contact Amount: \$2.1 Million
- Location of Work: 100 & 111 E. Erie St. Chicago, IL 60611
- Reference 1 Name & Phone Number: Eric Laddiack 312-751-7940
- Reference 2 Name & Phone Number: & Michael Rountree ph: 312-751-4039
- Project Title: Providing Operating Engineering Services to the Main Office Building Complex for a Three-Year Period, Contract #09-416-11
- Scope of Work- A main section of this contract is to provide systematic maintenance of pneumatics, air dryers and electrical control systems. Our technicians examine, adjust, clean, lubricate, repair or replace equip. and controls. Repair detailed reports for review of work completed and condition of all components of the controls system. Equipment that is maintained under this contract include: thermostats, pressure regulators, relays, pilot valves, switches, valves, damper motors, damper thermometers; air compressors and associated controls; pneumatic controls associated with chilled water and hot water systems, recorders air dryers, Carrier Weathermaster Systems, Invensys Receiver Controllers and air handler controls. In addition, we provide services to Robert Shaw Controls which control all dampers, fans, heaters, pumps, etc. which are positioned throughout various locations in the buildings.

### Reference #3

- Customer: Career Education Corporation Headquarters
- Contract Date: October 2009 to October 2013
- Anchor Mechanical Project Manager: Gene Rosner
- Contact Amount: \$1.5 Million
- Location of Work: 2895 Greenspoint Parkway Schaumburg, IL
- Reference Name: Michael Dobson
- Reference Phone Number: (847) 585-2723
- Project Title: Provide environmental controls design, installation and optimization for various Career Education Facilities throughout the U.S.

## ANCHOR MECHANICAL, INC. PROJECT REFERENCES

- Scope of Work- We have performed several inspections, troubleshooting and repair to building automation systems from manufacturer's such as: Trane, Siemens, Apogee, Robert Shaw and Invensys. Performed due diligence of controls systems and provided a detailed report of findings and recommendations. In addition, recommended installation of Building Automation Systems in various schools to save time and money for the Career Ed. Facilities. Proposed the design of building automation systems and provided estimates. Received approval in which we purchased all major components, installed various types of environmental controls systems, configured system with HVAC equip., programmed controls, trained owner's representative and optimized controls system with varying weather conditions. Installed BAS interface to be custom designed to meet the needs of the customer operator. Provide consulting services from our controls division such as off-site monitoring. Provide control diagrams and sequence of operation data following completion of design build projects.

### REFERENCE #4

- Customer: Chicago State University
- Contract Date: April 2009 to June 2011
- Anchor Mechanical Project Manager: Kim McMahan
- Contact Amount: \$100,000
- Project Title: Maintenance, Operations, and Repairs of HVAC Equipment and Building Automation System Controls
- Reference Name: Thomas Kenny
- Reference Phone Number: (708) 269-8781
- Summary of Work- Troubleshooting controls and electrical on HVAC units. Troubleshoot and replace defective parts on sprinkler system and fire alarm system. Repaired various sprinkler heads, electrical wiring on fire alarm system as well as reinstalled panel/covers. Installed qty. (5) Sewage Ejector Pumps in Elevator Pits of Buildings A, B, C, D, and F. Replaced compressors on HVAC units. Leak testing refrigerant circuits. Repairing copper, steel, and plastic piping. Perform predictive and preventative maintenance, troubleshooting and repair of commercial HVAC mechanical systems and equipment. Identify, repair and/or install parts and component replacement repairs.

### REFERENCE #5

- Customer: Cook County John H. Stroger Jr. Hospital- 1901 W. Polk St. Chicago, IL 60612
- Contract Date: January 2006 to December 2012
- Anchor Mechanical Project Manager: Ken Botta
- Contact Amount: \$540,000
- Project Title: Provide services for the following: facilities management & consultation for job site maintenance, powerhouse steam boilers, mechanical repairs, and emergency services.
- Building Detail: John H. Stroger Hospital is a 1.2 million square foot facility with 8 plus lower levels. This building features 464 total beds with a complete emergency care, radiology equipment along with other diagnostic services include laboratories, dialysis, pharmacy, respiratory therapy, occupational therapy, cardiac diagnostics, neurophysiology, endoscopy, pulmonary diagnostics, infusion therapy and the vascular lab.
- Reference Name: Sy Hickey
- Reference Phone Number: (312) 864-1470
- Summary of Work- Provide skilled labor tradesmen consisting of: Operating Engineers, Laborers, Pipefitters, Painters, and Sheet Metal workers to perform services to HVAC equipment and appurtenances for buildings located on the campus of John Stroger Jr. Hospital of Cook County. These buildings include but are not limited to: Data Center Critical Equipment, Chillers (10-year tear downs performed on Hitachi Chillers & Carrier Chillers), Boilers, Fume Hoods, Building Automation System (BAS) Controls, Refrigeration Critical Equipment, Maximo Software Systems, Fire Dampers, Fire Pump Testing, etc.

## ANCHOR MECHANICAL, INC. PROJECT REFERENCES

### REFERENCE #6

- Customer: Metropolitan Water Reclamation District of Greater Chicago
- Contract Date: April 2009 to December 2010
- Anchor Mechanical Project Manager: Kevin Kenzinger
- Contact Amount: \$10.5 Million
- Project Title: Repairs And Alterations to Various Water Reclamation Facilities in the Stickney Service Area and Other Installations.
- Reference Name: Tom Butler
- Reference Phone Number: (847) 568-8340
- Summary of Work- Provide labor from various trades such as: Painters, Pipefitters, Plumbers, Insulators, Structural Ironworkers, Boilermakers, Architectural Ironworkers, Sheet Metal Workers, Electricians, Machinists and Bricklayers. Provided various services and supplies to perform a wide variety of repairs utilizing skill set of all of the trades in which we provided labor from for a 3-year period. These services included repairs to HVAC equipment, preventative maintenance on mechanical systems, masonry work, carpentry and painting/patching.

### REFERENCE #7

- Customer: The John Buck Company
- Project Location: CNA Center, 333 S Wabash Ave, Chicago IL
- Contract Date: November 2010
- Anchor Mechanical Project Manager: Kevin Kenzinger
- Contact Amount: \$591,000.00
- Project Title: Mechanical Systems Upgrades
- Customer Reference: Terrence Wodarski, Executive VP, John Buck Company (312) 993-9800
- Mechanical Engineer Reference: Jose Orta, Senior Associate, EDS Inc. (312) 721-1200
- Summary of Work: Provided complete replacement and upgrades of chillers, towers, pumps and piping systems.

### REFERENCE #8

- Customer: Northshore University Healthcare Systems: Evanston Hospital, Glenbrook Hospital, and Highland Park Hospital
- Project Title: Provide services to repair and maintain Chillers, Absorption Machines, and HVAC Equipment along with Facility Maintenance Services
- Reference Name- Patrick Burke
- Reference Phone Number: (847) 570-2653
- Summary of Work- Perform services for troubleshooting controls and electrical on HVAC/R systems. Replacing compressors on absorption chillers and leak testing refrigerant circuits. Repairing copper, steel, and plastic piping. Perform predictive and preventative maintenance on Chillers & Powerhouse Boilers. Performed multiple 10-year tear downs on Chillers. Perform regular calibration, punching tubes, combustion analysis, etc. for Boilers. Troubleshooting and repair of commercial HVAC mechanical systems and equipment. Identify, repair and/or install parts and component replacement repairs. Performs general construction projects through the use of skilled labor tradesmen which include: Laborers-Local 1, Operating Engineers-Local 399, Electricians-Local 134, Machinists-Local 48, Bricklayers-Local 21, Insulators- Local 17, Plumbers- Local 130, Painters- Local 14, Operating Engineers- Local 150 & Pipefitters- Local 59. We also have a line of materials, parts and fittings stored at each of the three job sites.

## ANCHOR MECHANICAL, INC. PROJECT REFERENCES

### REFERENCE #9

- Customer: Northwestern Memorial Hospital
- Contract Date: 9/19/12
- Anchor Mechanical Project Manager: Fred Woods
- Approximate Contact Amount: \$9,880.00
- Location of Work: 541 N. Fairbanks Court, Chicago IL 60611
- Customer Reference Name: Steve Souris, Director of Property Operations, 312-926-2135
- Project Title: Liebert Unit Maintenance / Service Agreement
- Scope of Work: Quarterly Preventative Maintenance on Detailed Equipment

File Number 6010-746-7



**To all to whom these Presents Shall Come, Greeting:**

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

ANCHOR MECHANICAL, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON AUGUST 28, 1998, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



**In Testimony Whereof,** I hereto set  
*my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 3RD  
day of MAY A.D. 2012*

*Jesse White*

SECRETARY OF STATE

Authentication #: 1212402102

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

**CITY OF CHICAGO**

**LICENSE CERTIFICATE**  
NON-TRANSFERABLE

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING SPECIFIED LICENSE IS HEREBY GRANTED TO

NAME: ANCHOR MECHANICAL, INC.  
DBA: ANCHOR MECHANICAL, INC.  
AT: 215 S. ABERDEEN ST., Floor 1ST  
CHICAGO, IL 60607  
1ST FLOOR

DUPLICATE

LICENSE NO.: 1884423      CODE: 1010      FEE: \$\*\*\*\*250.00  
LICENSE: Limited Business License

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

SECRETARY: MICHAEL ROSNER

PRINTED ON : 11/20/2012

\$\*\*\*\*250.00

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES GOVERNMENT, STATE OF ILLINOIS, COUNTY OF COOK, CITY OF CHICAGO AND ALL AGENCIES THEREOF.

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF  
THIS 16 DAY OF NOVEMBER, 2012

ATTEST: EXPIRATION DATE: November 15, 2012

*Rahm Emanuel*  
MAYOR

*Suzanne J. Mendy*  
CITY CLERK

ACCOUNT NO. 21757      SITE: 4  
TRANS NO.

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.



United States Department of Labor  
Bureau of Apprenticeship and Training

*Certificate of Registration*

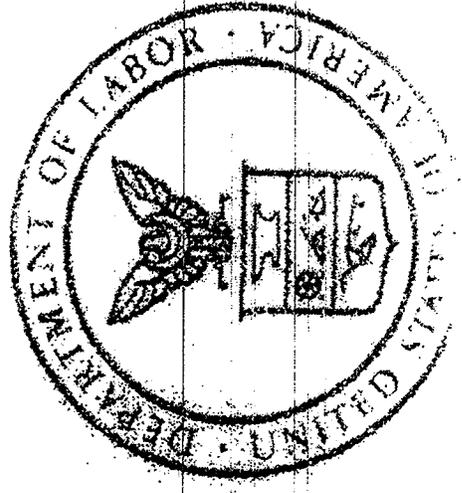
PIPEFITTERS ASSOCIATION U.A. LOCAL #597 J.A.C.  
CHICAGO, ILLINOIS

FOR THE TRADE OF  
PIPEFITTER

*Registered as part of the National Apprenticeship Program  
in accordance with the basic standards of apprenticeship  
established by the Secretary of Labor*

REVISED: FEBRUARY 5, 1951  
APRIL 4, 1988  
DATE

017-0556  
REGISTRATION NO



*John F. Stoen*

SECRETARY OF LABOR

*Thomas J. Hogue*

DIRECTOR BUREAU OF APPRENTICESHIP AND TRAINING

**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO :

ANCHOR MECHANICAL, INC  
215 S. ABERDEEN STREET  
CHICAGO IL 60607-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC010461

CERTIFICATE NUMBER: GC010461-5

FEE: \$ 2000

DATE ISSUED: 01/30/2012

DATE EXPIRES: 02/28/2013

**THIS LICENSE IS NON-TRANSFERABLE**

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

*Rahm Emanuel*

Rahm Emanuel  
Mayor

*Michael Merchant*

Michael Merchant  
Commissioner

SAMPLE

**Anchor Mechanical, Inc. Proposed Schedule  
County Contract 1345-12956,**

Facility	Equipment	Line Item #1: Annual Start-Up	Line Item #2: Annual Preventive Maint.	Line Item #3: Multi-Year PM of Absorption units	Line Item #4: Multi-Year PM of Centrifugal, Screw and MultiStack units	Line Item #5: Eddy Current Testing	Line Item #6: Vibration Analysis	Line Item #7: Heat Exchanger Cleaning
Cook County Building	Carrier Absorber Model 16JA/B Serial 75540	3rd Week March	1st Week JAN	JANUARY 2015	n/a	n/a	n/a	n/a
Cook County Building	Carrier Absorber Model 16JA/B Serial 75253	3rd Week March	2nd Week JAN	JANUARY 2015	n/a	n/a	n/a	n/a
Institute of Forensic Medicine	Multi Stack Chiller	3rd Week March	2nd Week JAN	n/a	Week 1 OCT 2015	Week 1, JAN 2014	Week 1, JUN 2014	Week 1, OCT yearly
Institute of Forensic Medicine	Multi Stack Chiller	3rd Week March	2nd Week JAN	n/a	Week 2 OCT 2015	Week 1, JAN 2014	Week 1, JUN 2014	Week 1, OCT yearly
Skokie Second District Court	Dunham & Busch Model PCX400HQ Serial HIPW2018JX3690A	3rd Week March	2nd Week JAN	n/a	Week 1 NOV 2014	Week 2, JAN 2014	Week 2, JUN 2014	n/a
Skokie Second District Court	Dunham & Busch Model PCX400OHRQ Serial DPW20118J80X3690B	3rd Week March	3rd Week JAN	n/a	Week 1 NOV 2014	Week 2, JAN 2014	Week 2, JUN 2014	n/a
Rolling Meadows Third District Court	Carrier Centrifugal Chiller Model 19DK71355CP Serial 39214	4th Week March	3rd Week JAN	n/a	Week 1 DEC 2014	Week 3, JAN 2014	Week 3, JUN 2014	n/a
Rolling Meadows Third District Court	Carrier Centrifugal Chiller Model 19DK71355CP Serial 39215	4th Week March	3rd Week JAN	n/a	Week 1 DEC 2014	Week 3, JAN 2014	Week 3, JUN 2014	n/a
Maywood Fourth District Court	Carrier Centrifugal Chiller Model 19DG66569 Serial 752624032	4th Week March	3rd Week JAN	n/a	Week 1 NOV 2015	Week 4, JAN 2014	Week 4, JUN 2014	n/a
Maywood Fourth District Court	Carrier Centrifugal Chiller Model 19DG66569 Serial 752623966	4th Week March	4th Week JAN	n/a	Week 1 NOV 2015	Week 4, JAN 2014	Week 4, JUN 2014	n/a
Bridgeview Fifth District Court	Carrier Centrifugal Chiller Model 19DK71355CP Serial 39216	4th Week March	4th Week JAN	n/a	Week 1 JAN 2016	Week 1, FEB 2014	Week 1, JUL 2014	n/a
Bridgeview Fifth District Court	Carrier Centrifugal Chiller Model 19DK71355CP Serial 39217	4th Week March	4th Week JAN	n/a	Week 1 JAN 2016	Week 1, FEB 2014	Week 1, JUL 2014	n/a

Markham Sixth District Court	Carrier Centrifugal Chiller Model 19DGG6666 Serial 26403	4th Week March	4th Week JAN	n/a	Week 1 DEC 2015	Week 2, FEB 2014	Week 2, JUL 2014	n/a
Markham Sixth District Court	Carrier Centrifugal Chiller Model 19DGG6666 Serial 26404	4th Week March	1st Week FEB	n/a	Week 1 DEC 2015	Week 2, FEB 2014	Week 2, JUL 2014	n/a
Juvenile Detention Center	Carrier Centrifugal Chiller Model 19CB-1200 Serial 712516962	1st Week April	1st Week FEB	n/a	Week 3 JAN 2016	Week 1, JAN 2015	Week 3, JUL 2014	n/a
Juvenile Detention Center	Carrier Centrifugal Chiller Model 19CB-1200 Serial 712516961	1st Week April	1st Week FEB	n/a	Week 3 JAN 2016	Week 1, JAN 2015	Week 3, JUL 2014	n/a
Juvenile Detention Center	Carrier Centrifugal Chiller Model 23XRV4242NRVAA5 Serial 75973	1st Week April	1st Week FEB	n/a	Week 3 JAN 2016	Week 1, JAN 2015	Week 3, JUL 2014	n/a
Juvenile Detention Center	York Chiller YKQK4H9-CWG Serial SEWM-592770	1st Week April	2nd Week FEB	n/a	Week 3 JAN 2016	Week 1, JAN 2015	Week 3, JUL 2014	n/a
Domestic Violence	Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69667	1st Week April	2nd Week FEB	n/a	Week 2 OCT 2015	Week 2, JAN 2015	Week 4, JUL 2014	n/a
Domestic Violence	Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69668	1st Week April	2nd Week FEB	n/a	Week 2 OCT 2015	Week 2, JAN 2015	Week 4, JUL 2014	n/a
Domestic Violence	Carrier Centrifugal Chiller Model 19XRV-3-69667 Serial 2704Q69669	1st Week April	2nd Week FEB	n/a	Week 2 OCT 2015	Week 2, JAN 2015	Week 4, JUL 2014	n/a

CONTRACT NAME  
CONTRACT NUMBER

Date of Service (tech, write-in month of service in appropriate year):  
\_\_\_, \_\_\_ month service provided:  
\_\_\_, \_\_\_ month service provided:  
\_\_\_, \_\_\_ month service provided:

SAMPLE  
Log/Report

LINE ITEM DESCRIPTION

EQUIPMENT NAME, MODEL, SERIAL:

Item Number	Maintenance Item	Item Completed?	Repairs Performed (if applicable)	Technician Comments
1	Pressurize chiller and perform leak test.			
2	Perform refrigerant analysis. Provide copy of analysis and recommendations to Owner.			
3	Perform solution analysis. Provide copy of analysis to Owner.			
4	Add any necessary additives or inhibitors. Invoice cost of additives or inhibitors separately.			
5	Perform Spectrochemical Oil Analysis. Provide copy of analysis to Owner. Replace oil if required. Invoice cost of oil separately.			

BUILDING NAME

6	Change oil filters. Invoice cost of oil filters separately.				
7	Inspect, clean and tighten all starter connections, contactors and rectifiers including inside of cabinet.				
8	Check vacuum.				
9	Lubricate all motors, valves, linkages and pumps.				
10	Clean and check purge system.				
11	Calibrate all controls.				
12	Repair, replace and/or calibrate any deficiencies found during this inspection including the addition of fluids and refrigerants.				

SAMPLE

CONTRACT NAME  
CONTRACT NUMBER

Date of Service (tech, write-in month of service in appropriate year):  
\_\_\_\_, \_\_\_\_ month service provided:  
\_\_\_\_, \_\_\_\_ month service provided:  
\_\_\_\_, \_\_\_\_ month service provided:

SAMPLE  
Log/Report

LINE ITEM DESCRIPTION

EQUIPMENT NAME, MODEL, SERIAL:

Item Number	Maintenance Item	Item Completed?	Repairs Performed (if applicable)	Technician Comments
1	Re-Build Vacuum Pump			
2	Clean lube line strainers			
3	Calibrate/check all pneumatic/electronic operating and safety controls/relays			
4	Calibrate/check all differential pressure and flow switches			
5	Calibrate/check all steam control valves			
6	Check/adjust vane position and shaft oiler			
7	Record hours of operation and start counts			
8	Record absorber, condenser and chilled water temperature in/out			
9	Record evaporator/absorber and condenser Delta P			
10	Record refrigerant temperature			
11	Record diluate solution saturation temperature and concentration			
12	Record absorber solution level, temperatures in/out			
13	Record oil level, sump pressure, temperature and supply pressure			
14	Record load side voltage amperage			
15	Record starter voltage and amperage			

BUILDING NAME

6	Leak test			
7	Replace lithium bromide filters			
8	Lubricate per manufacturer's specification			
9	Test and cycle all equipment			
0	Repair, replace and/or calibrate any deficiencies found during this inspection including the addition of fluids and refrigerants.			
1	Adjust each chiller/absorber to operate at maximum efficiency			
2	Sample cooling tower oil gear box per equipment list and send out for testing before seasonal change.			

SAMPLE



SAMPLE

215 S. Aberdeen • Chicago, IL 60607

Subject: Vibration/Mechanical Report

Below you will find the list of equipment found to be operating below the alarm standard set up in our vibration program.

1. CHILLER 1 2. CHILLER 2 3. COND. PUMP 1 4. COND. PUMP 2 5. CHILLER PUMP 1 6. CHILLER PUMP 2

I will now list each piece of equipment found to be operating in alarm at the time of our data collection. I will also provide you with our recommendations for the mechanical repair based on our visual/mechanical inspection and the vibration data collected.

**Equipment**

1. S-1

Our vibration data collection program found the vibration levels in the vertical direction of the equipment operating in the alarm range at the time of our data collection. Please inspect the following:

1. Equipment foundation bolts for tightness.
2. If mounted on isolation springs, please inspect the springs for air gaps between the coils.
3. Inspect under the base of this unit for any debris. Sometimes material will get pushed under the base and eliminate the base from moving normally.



SAMPLE

The program that we use to collect the vibration data at each bearing point is designed to supply us with the necessary information to help us to determine the present operating condition of the equipment tested.

The purpose of the program is to alarm you and our technicians of a bearing operating with higher than normal vibration levels. The statement of higher than normal vibration levels is based on the standards that we set into the program.

The standards that we use are based on the standards that have been accepted in the field and by industrial equipment manufacturers. We set the standards so that if they are maintained, the bearings will operate throughout the designed bearing life.

Recommendations for repairs or additional analysis are based on the level of vibration and the frequency of which the vibration is occurring at. Our technician combines the information collected, with the results of the visual inspection, to provide you with probable cause of the unwanted movement.

In many cases additional analysis is required to determine the cause of the vibration. This is only because our technician may be required to use a phase analysis to determine the direction of movement or a collection of a multitude of readings to determine the problem.

All technicians collecting the data are not only qualified vibration technicians, but also experienced millwrights. In addition to the mechanical problems found with the equipment, our technicians are also excellent system technicians.

In cases where the system itself is responsible for the vibration, our technicians are qualified to determine a particular problem.

The predictive preventative maintenance program is designed only to warn us of a problem. It is not completely designed to provide us with the complete analysis necessary to determine what the problem may be. This is why our technicians will make a recommendation for additional analysis.

If you have any questions as to what the program can or cannot do, please feel free to contact the technician collecting the data or contact me.



# ANCHOR MECHANICAL, INC.

SAMPLE

To perform our vibration inspection we use four parameters of vibration to determine the operating condition of the equipment. In addition to the different parameters, we also record the vibration levels at three points on each bearing. The following is a description of the parameters and their meaning. Also further explanation of why we record the vibration levels in three positions.

## Vibration Parameter Spike Energy Acceleration

Spike energy is an acceleration reading that measures the friction levels generated at each bearing. There is also a standard that we refer to when using any of the parameters that we use to perform our analysis. The standard that we use pertaining to spike energy is .500 (Spike Energy Acceleration). Using spike energy we can determine the wear factor to the bearing. As an example, if there were any porosity in the bearing races, we would be able to measure the amount of friction generated by the ball or roller traveling over the porosity. With this parameter we can detect an early warning of bearing failure.

## Acceleration

I try to keep the explanation of the different parameters we use in terminology's that can be understood by everyone. Acceleration is a vector quantity that specifies the time rate change of velocity. The parameter of acceleration is used to measure the rate of change of velocity. It is used for determining the very high frequency vibrations such as, bearing gears, impeller pass or blade pass frequencies. There are standards of acceleration that we use to determine the bearing condition. The standard that we use is an alarm point of 1.5 acceleration. Typically you would see higher than normal acceleration levels at frequencies of 18,000 CPM (cycles per minute) to 120,000 cycles per minute if you had a defective bearing.

## Velocity

Velocity is the measurement of the speed of movement. You could have movement at a very low rate of speed, which would not be destructive. Once you apply speed to the movement, the movement then becomes destructive. We use the parameters of acceleration, spike energy and velocity to confirm a defective bearing. We try to keep equipment at a velocity level of 157 IN/SEC velocity. Simply put, velocity is the measurement of the speed of movement. The parameter of velocity used with acceleration and spike energy is a diagnostic means of determining your bearing condition.

As I mentioned we measure three positions at each bearing, horizontal, vertical and axial. A higher vibration level in any one of the planes could mean a different problem. The following is a description of the various problems we look for in the different planes.



SAMPLE

#### Horizontal

A higher horizontal vibration level than vertical or axial is normally a sign of imbalance in the rotating element. This is not to say that the fan wheel or pump impeller needs dynamic balancing. It is to say that something dynamic within the rotating element has changed, such as dirt build up on a fan wheel or a build up on a pump impeller. When a fan wheel gets dirty it gets dirty all over evenly. When a piece of the dirt breaks off then the fan wheel starts showing signs of imbalance. At that time an inspection of the fan wheel should be made for proper cleaning.

#### Vertical

A higher than normal vertical reading is usually a sign of a weak structure or loose foundation bolts. A higher than normal vertical vibration levels could also be a sign of a defective form of isolation. Normally while we are recording vibration levels we are looking for any signs of poor foundation.

#### Axial

A higher axial vibration level indicates some form of misalignment. You would see a high axial vibration when fan belts or sheaves are out of alignment. You would also see a higher axial vibration when a pump coupling is out of alignment. When you see a higher than normal axial vibration you should look for a problem in your alignment. A higher than normal axial vibration can sometimes be the result of an air system problem or a weak structure.

Our program is designed to alarm us of higher than normal vibration levels. We use the above information to try and determine what is going wrong mechanically with your equipment. In some cases additional analysis is required to find the problem, additional analysis is the form of phase analysis or frequency analysis. What is important is that we are finding a level of vibration that will deteriorate the life of the bearings and cause unwanted shut down of the equipment.

SAMPLE

The representations shown in figure 1 and 2 have been included with this report to add a degree of clarity while reviewing the data

Figure 1 shows the relative transducer mounting position, while Figure 2 shows the various axis that the transducer may be placed in relation to the position.

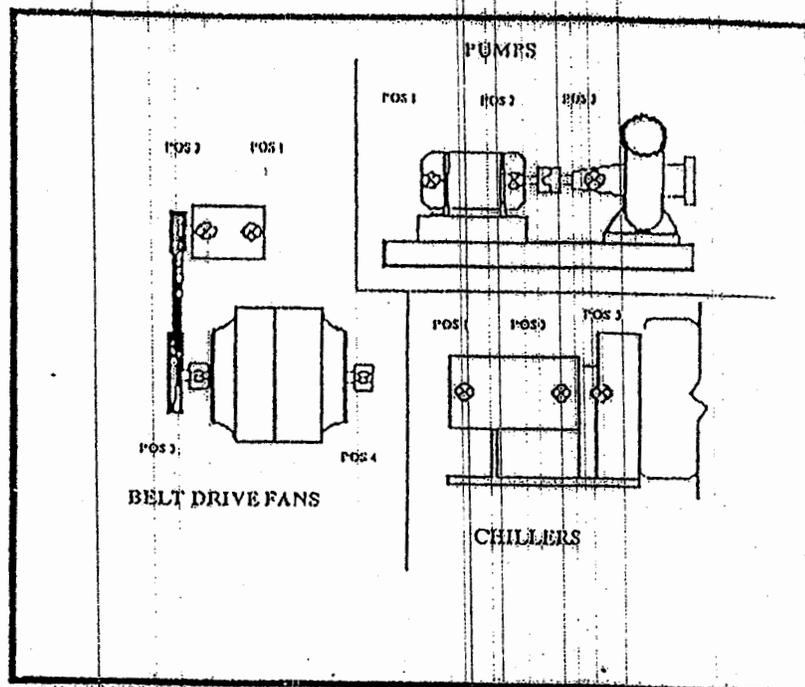


Figure 1 TYPICAL TRANSDUCER POSITION FOR DATA COLLECTION

The direction is generally abbreviated with the letters

- H for Horizontal
- V for Vertical
- A for Axial

Occasionally it is not possible to provide information from all axis at all positions. This may be due to the proximity of a sheave to the bearing, an enclosed or partially enclosed bearing mount design, and in many cases with a TEFC motor enclosure, because of the cooling fan guard.

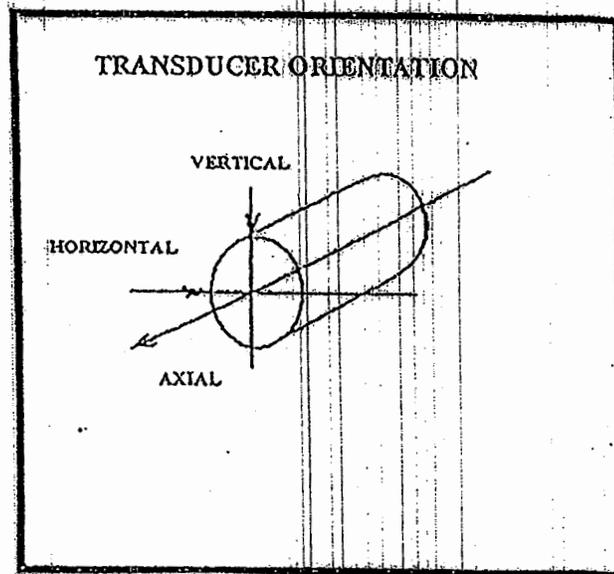
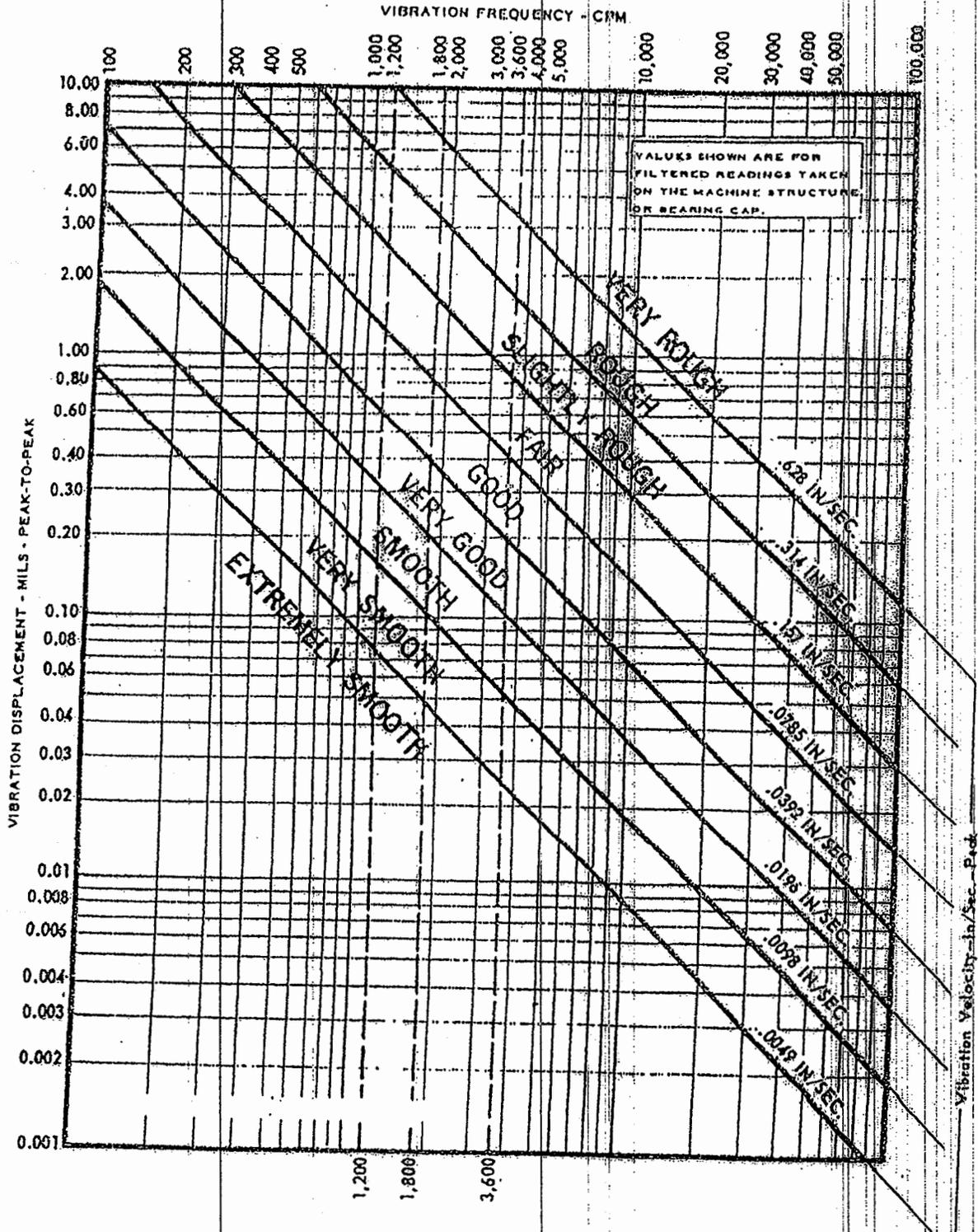


Figure 2

SAMPLE

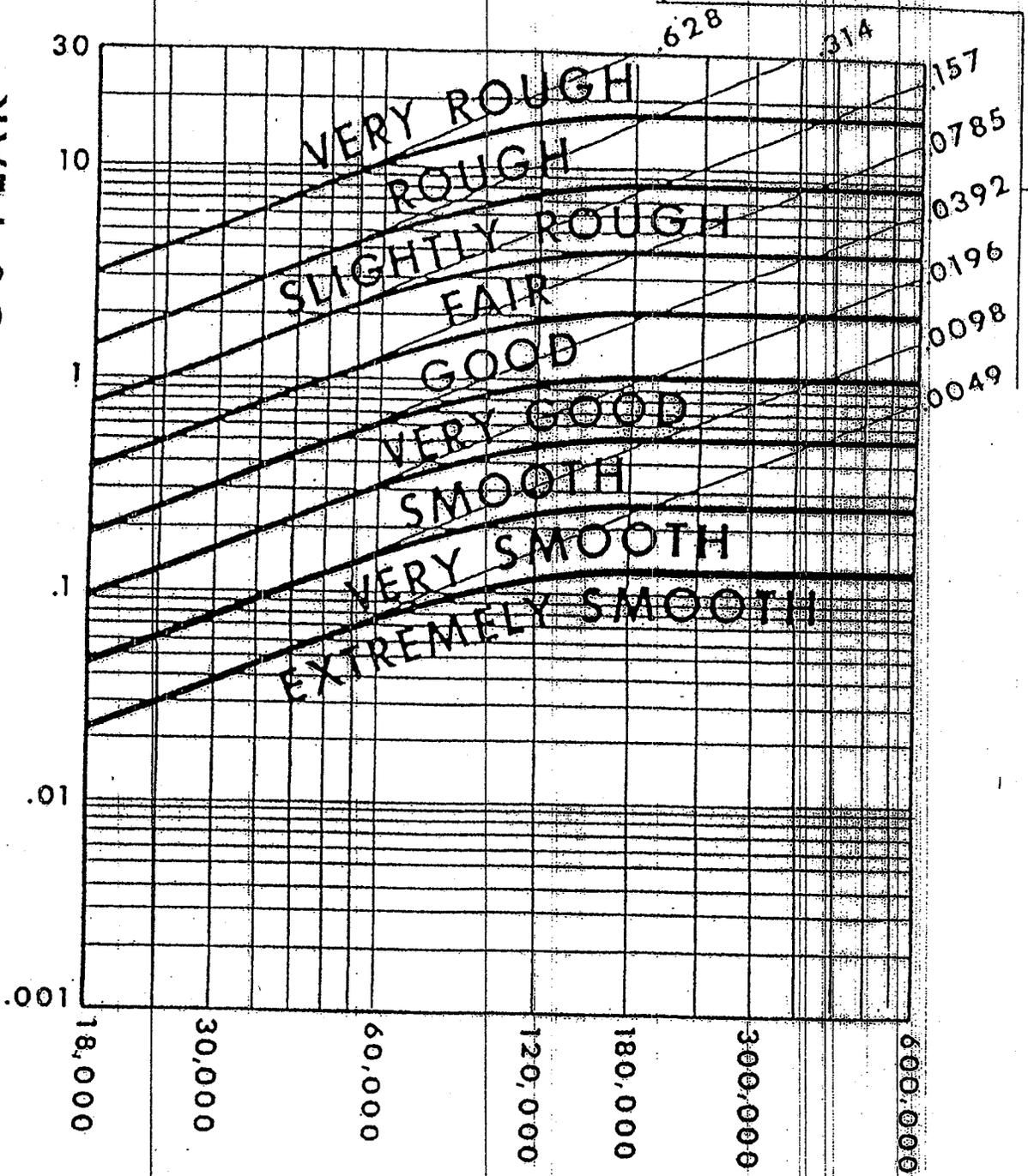
# GENERAL MACHINERY VIBRATION SEVERITY CHART

For use as a GUIDE in judging vibration as a warning of impending trouble.



SAMPLE

ACCELERATION -- G's PEAK

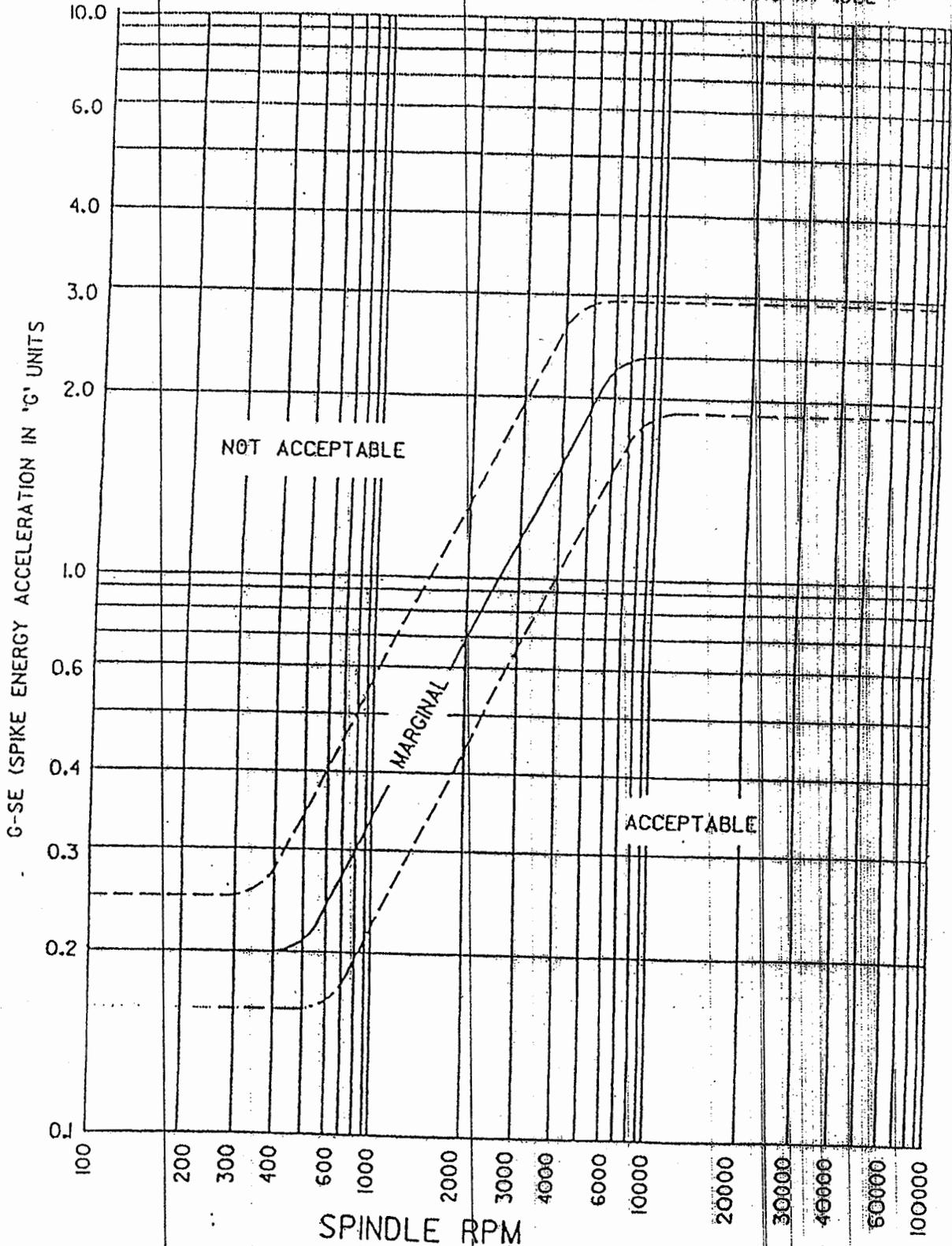


VIBRATION VELOCITY -- in/sec. PEAK

FREQUENCY -- CPM

SAMPLE

FOR BALL BEARING MACHINE TOOL SPINDLES OPERATING AT IDLE •



1. FOR ROLLER BEARINGS USE 50% OF OBSERVED MEASUREMENT FOR COMPARISON WITH CHART.

2. CHART APPLIES TO DATA TAKEN WITH IRD PART NO. 970 ACCELEROMETER & MAGNETIC HOLDER PART NO. 4332 (65 LBS.).



# ANCHOR MECHANICAL, INC.

SAMPLE

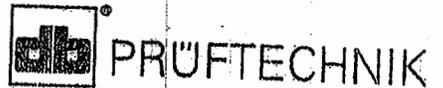
## Severity Reference

Group 1	[REDACTED]
•Unsafe condition turn equipment off. LEVEL 1.0 IN/SEC (PURPLE ALERT)	
Group 2	[REDACTED]
•Equipment requires service within 30 days. LEVEL .60 IN/SEC (RED ALERT)	
Group 3	[REDACTED]
•Equipment requires service within 60 days. LEVEL .30 IN/SEC (ORANGE ALERT)	
[REDACTED]	
•Equipment requires service within 90 days. LEVEL .25 IN/SEC (YELLOW ALERT)	
Group 5	[REDACTED]
•Equipment operating in first alarm set point. LEVEL .20 IN/SEC (GREEN ALERT)	
Group 6	[REDACTED]
•Equipment operating good. LEVEL .157 IN/SEC	
Group 7	[REDACTED]
•Equipment operating good. LEVEL .100 IN/SEC	

# Last measurement survey report

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guest

SAMPLE



Class	Measpoint	Task	Value	Unit	Threshold	Level +1	Code	%
6/4/07	RPM=3600	Bearing 2 Axial	101 Overall velocity >600 (Zero Peak)	0.04	inch/s			
			101 Overall velocity >600 (RMS)	0.02	inch/s		0.20	N
5/23/12	RPM=1780	Bearing 1 Horizontal	106 Shock pulse m. >120 (dBm)	-17	dBn		25	N
			106 Shock pulse m. >120 (dBc)	-24	dBn		10	N
		Bearing 2 Horizontal	106 Shock pulse m. >120 (dBm)	-18	dBn		25	N
			106 Shock pulse m. >120 (dBc)	-25	dBn		10	N
RPM=3600	Bearing 1 Horizontal	101 Overall velocity >600 (Zero Peak)	0.06	inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.03	inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.02	inch/s		0.25	N	
		107 Overall accel. >120 (RMS)	1.27	g			N	
		1132 Rolling bearing >120 EC-Bearing	1.05	g			N	
	Bearing 1 Vertical	101 Overall velocity >600 (Zero Peak)	0.07	inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.03	inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.02	inch/s		0.25	N	
	Bearing 1 Axial	101 Overall velocity >600 (Zero Peak)	0.03	inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.01	inch/s			N	
	Bearing 2 Horizontal	101 Overall velocity >600 (Zero Peak)	0.02	inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.01	inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.01	inch/s		0.25	N	
		107 Overall accel. >120 (RMS)	1.46	g			N	
		1132 Rolling bearing >120 EC-Bearing	1.48	g			N	
	Bearing 2 Vertical	101 Overall velocity >600 (Zero Peak)	0.04	inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.02	inch/s			N	
1131 Mach. spectr. >600-3200 line		0.00	inch/s		0.25	N		
1131 Mach. spectr. >600-3200 line		0.01	inch/s		0.25	N		

Class	Measpoint	Task	Value	Unit	Threshold	Level +1	Code	%
6/4/07	RPM=3600	Bearing 2 Axial	101 Overall velocity >600 (Zero Peak)	0.03	inch/s			
			101 Overall velocity >600 (RMS)	0.01	inch/s		0.20	N
5/23/12	RPM=1780	Bearing 1 Horizontal	106 Shock pulse m. >120 (dBm)	-19	dBn		25	N
			106 Shock pulse m. >120 (dBc)	-26	dBn		10	N
		Bearing 2 Horizontal	106 Shock pulse m. >120 (dBm)	-8	dBn		25	N
			106 Shock pulse m. >120 (dBc)	-24	dBn		10	N
RPM=3600	Bearing 1 Horizontal	101 Overall velocity >600 (Zero Peak)	0.11	inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.05	inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.04	inch/s		0.25	N	
	Bearing 1 Vertical	107 Overall accel. >120 (RMS)	2.00	g			N	
		1132 Rolling bearing >120 EC-Bearing	1.87	g			N	
		101 Overall velocity >600 (Zero Peak)	0.21	inch/s	0.20	0.26	W	3
		101 Overall velocity >600 (RMS)	0.09	inch/s			N	

Alarm Code Definition:  
A - Alarm W - Warn R - Pre Warn N - Normal

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Class	Measpoint	Task	Value	Unit	Threshold	Level +1	Code	%
5/23/12	RPM=3600							
	Bearing 1 Vertical	1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.08	Inch/s		0.25	N	
	Bearing 1 Axial	101 Overall velocity >600 (Zero Peak)	0.10	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.04	Inch/s			N	
	Bearing 2 Horizontal	101 Overall velocity >600 (Zero Peak)	0.08	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.04	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.04	Inch/s		0.25	N	
	Bearing 2 Vertical	107 Overall accel. >120 (RMS)	0.47	g			N	
		1132 Rolling bearing >120 EC-Bearing	0.41	g			N	
		101 Overall velocity >600 (Zero Peak)	0.06	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.02	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.02	Inch/s		0.25	N	

Class	Measpoint	Task	Value	Unit	Threshold	Level +1	Code	%
5/23/12	RPM=1780							
	Bearing 1 Horizontal	101 Overall velocity >600 (Zero Peak)	0.07	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.02	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.05	Inch/s		0.25	N	
		107 Overall accel. >120 (RMS)	0.43	g			N	
		1132 Rolling bearing >120 EC-Bearing	0.25	g			N	
	Bearing 1 Vertical	106 Shock pulse m. >120 (dBm)	-9	dBn		25	N	
		106 Shock pulse m. >120 (dBc)	-16	dBn		10	N	
		101 Overall velocity >600 (Zero Peak)	0.06	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.03	Inch/s			N	
	Bearing 1 Axial	1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.02	Inch/s		0.25	N	
	Bearing 2 Horizontal	101 Overall velocity >600 (Zero Peak)	0.07	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.03	Inch/s			N	
	Bearing 2 Vertical	101 Overall velocity >600 (Zero Peak)	0.08	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.04	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.04	Inch/s		0.25	N	
		107 Overall accel. >120 (RMS)	0.63	g			N	
		1132 Rolling bearing >120 EC-Bearing	0.21	g			N	
	Bearing 2 Axial	106 Shock pulse m. >120 (dBm)	-8	dBn		25	N	
		106 Shock pulse m. >120 (dBc)	-15	dBn		10	N	
	Bearing 2 Axial	101 Overall velocity >600 (Zero Peak)	0.05	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.03	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.02	Inch/s		0.25	N	
	Bearing 2 Axial	101 Overall velocity >600 (Zero Peak)	0.04	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.02	Inch/s			N	

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guest

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PRÜFTECHNIK

Class	Measpoint	Task	Value	Unit	Threshold	Level +1	Code	%
5/23/12	RPM=1780							
	Bearing 3 Horizontal	101 Overall velocity >600 (Zero Peak)	0.08	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.04	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.02	Inch/s		0.25	N	
		107 Overall accel. >120 (RMS)	0.67	g			N	
		1132 Rolling bearing >120 EC-Bearing	0.41	g			N	
		106 Shock pulse m. >120 (dBm)	-5	dBn		25	N	
		106 Shock pulse m. >120 (dBc)	-12	dBn		10	N	
	Bearing 3 Vertical	101 Overall velocity >600 (Zero Peak)	0.06	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.03	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.01	Inch/s		0.25	N	
	Bearing 3 Axial	101 Overall velocity >600 (Zero Peak)	0.05	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.02	Inch/s			N	

Class	Measpoint	Task	Value	Unit	Threshold	Level +1	Code	%
5/23/12	RPM=1780							
	Bearing 1 Horizontal	101 Overall velocity >600 (Zero Peak)	0.14	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.09	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.12	Inch/s		0.25	N	
		107 Overall accel. >120 (RMS)	0.16	g			N	
		1132 Rolling bearing >120 EC-Bearing	0.11	g			N	
		106 Shock pulse m. >120 (dBm)	-13	dBn		25	N	
		106 Shock pulse m. >120 (dBc)	-23	dBn		10	N	
	Bearing 1 Vertical	101 Overall velocity >600 (Zero Peak)	0.16	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.12	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.15	Inch/s		0.25	N	
	Bearing 1 Axial	101 Overall velocity >600 (Zero Peak)	0.08	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.05	Inch/s			N	
	Bearing 2 Horizontal	101 Overall velocity >600 (Zero Peak)	0.08	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.05	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.07	Inch/s		0.25	N	
		107 Overall accel. >120 (RMS)	0.30	g			N	
		1132 Rolling bearing >120 EC-Bearing	0.19	g			N	
		106 Shock pulse m. >120 (dBm)	-11	dBn		25	N	
		106 Shock pulse m. >120 (dBc)	-19	dBn		10	N	
	Bearing 2 Vertical	101 Overall velocity >600 (Zero Peak)	0.23	Inch/s	0.20	0.25	W	14
		101 Overall velocity >600 (RMS)	0.14	Inch/s			N	
		1131 Mach. spectr. >600-3200 line	0.00	Inch/s		0.25	N	
		1131 Mach. spectr. >600-3200 line	0.19	Inch/s		0.25	N	
	Bearing 2 Axial	101 Overall velocity >600 (Zero Peak)	0.04	Inch/s		0.20	N	
		101 Overall velocity >600 (RMS)	0.02	Inch/s			N	

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