CONTRACT FOR WORK
DOCUMENT NO. 1423-13327

89th STREET FACILITY WAREHOUSE MOVE

CLERK OF THE CIRCUIT COURT RECORDS CENTER MOVE/ RELOCATION TO CICERO RECORDS CENTER

Issued for Bid

VOLUME 1 OF 2
LEGAL ADVERTISEMENT
INSTRUCTIONS TO BIDDERS
CONDITIONS OF THE CONTRACT
INSURANCE REQUIREMENTS
PROPOSAL AND OTHER FORMS

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

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

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

PREPARED BY:
COOK COUNTY IN CONSULTATION WITH TILTON, KELLY + BELL, LLC

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

TABLE OF CONTENTS

Section	Subject	Page
PROJECT OVERVIEW		LN-1/2
INSTRUCTION TO BIDDERS		
IB-01	Definitions	IB-1
IB-02	Compliance with Laws - Public Contracts	IB-2
IB-03	Preparation of Bid	IB-2
IB-04	Bids to Conform to Advertisement for Bids	IB-3
IB-05	Prices Firm	IB-3
IB-06	Submission of Bid	IB-3
IB-07	Withdrawal of Bid	IB-3
IB-08	Bid Deposit	IB-3
IB-09	Pre-Bid Conference/Site Inspection Certificate	IB-3
IB-10	Bidder Warranties	IB-4
IB-11	Consideration of Bids	IB-5
IB-12	Acceptance of Bid	IB-5
IB-13	Competency of Bidder	IB-5
IB-14	Return of Bid Deposit	IB-5
IB-15	Catalogs	IB-5
IB-16	Trade Names	IB-5
IB-17	Exceptions	IB-6
IB-18	Interpretation of Contract Documents	IB-6
IB-19	Cash Billing Discounts	IB-6

Section	Subject	Page
IB-20	Taxes	IB-6
IB-21	Bid Rigging - Bid Rotating	IB-6
IB-22	Order of Precedence of Component Contract Parts	IB-7
IB-23	Notices	IB-7
IB-24	Cooperation with Inspector General	IB-7
GENERAL CONDITIONS		
GC-01	Non-Discrimination and Affirmative Action	GC-1
GC-02	Indemnity	GC-1
GC-03	Conduct of Contractor and Compliance with Laws	GC-1
GC-04	Material, Appliance and Employees	GC-2
GC-05	Time and Progress	GC-2
GC-06	Subletting or Assignment of Contract or Contract Funds	GC-2
GC-07	Permits, Laws and Regulations	GC-2
GC-08	Architect's Authority	GC-3
GC-9	Program Manager's Authority	GC-3
GC-10	Number of Documents	GC-3
GC-11	Cooperation Between Contractors	GC-3
GC-12	Plans or Drawings and Specifications Cooperative	GC-3
GC-13	Variations	GC-4
GC-14	Provisions Relative to Delay	GC-4
GC-15	Payment to the Contractor	GC-5
GC-16	Changes and Modifications	GC-6
GC-17	Disputes	GC-9
GC-18	Default	GC-10
GC-19	Award of Subcontracts	GC-10
GC-20	Superintendence	GC-10

Section	Subject	Page
GC-21	Protection of Persons and Property	GC-11
GC-22	Materials Inspection and Responsibility	GC-13
GC-23	Substantial Completion of the Work	GC-13
GC-24	Guarantees and Warranties	GC-13
GC-25	Fire Protection	GC-14
GC-26	Use of Premises	GC-14
GC-27	Working Regulations	GC-14
GC-28	Watchman Service	GC-14
GC-29	Correction of Work Before Final Payment	GC-14
GC-30	Deductions for Uncorrected Work	GC-14
GC-31	Reference Standards	GC-14
GC-32	Cook County Human Rights Ordinance	GC-15
GC-33	Illinois Residency Ordinance	GC-15
GC-34	Employment – Veterans	GC-15
GC-35	Prevailing Wage Rates - Public Works	GC-15
GC-36	Cook County Residency Ordinance	GC-15
GC-37	Local Business Preference Ordinance	GC-15
GC-38	Certificate of Qualification	GC-16
GC-39	Tax and Fee Delinquency	GC-16
GC-40	Disqualification for Non-Performance	GC-16
GC-41	Steel Products Procurement	GC-16
GC-42	Termination for Convenience	GC-16
GC-43	Inspection of Work	GC-16
GC-44	Accident Reports	GC-16
GC-45	Royalties and Patents	GC-17
GC-46	Patents, Copyrights and Licenses	GC-17
GC-47	Confidentiality and Ownership of Documents	GC-17

Section	Subject	Page
GC-48	Audit; Examination of Records	GC-18
GC-49	General Notice	GC-18
GC-50	Miscellaneous	GC-19
GC-51	Entire Agreement	GC-19
GC-52	Cooperation with Inspector General	GC-19
GC-53	Minority & Women Owned Business Construction Interim Ordinance	GC-19

SPECIAL CONDITIONS

SC-01 DEFINITIONS (Ref. IB-01) 0
SC-02 SPECIFICATIONS (Ref. IB-01) 1
SC-03 PREPARATION OF BID (Ref. IB-03) 1
SC-04 PRE-BID CONFERENCE; SITE INSPECTION CERTIFICATE; REVIEW OF REPORTS (Ref. IB-09) 1
SC-05 BIDDER WARRANTIES (Ref IB-10) 2
SC-06 INTENTIONALLY OMITTED 2
SC-07 SUBSTITUTIONS (Ref. IB-16) 2
SC-08 TAXES (Ref IB-20) 2
SC-09 PRE-CONSTRUCTION PHASE ACTIVITIES 2
SC-10 SUBMITTALS 3
SC-11 MATERIAL, APPLIANCES AND EMPLOYEES (Ref. GC-04) 4
SC-12 TIME AND PROGRESS (Ref GC-05) 4
SC-13 PERMITS 5
SC-14 INSURANCE REQUIREMENTS (Ref. GC-08) 5
SC-15 VARIATIONS (Ref. GC-14) 8
SC-16 PROVISIONS RELATIVE TO DELAY (Ref. GC-I5) 8
SC-17 CHANGES AND MODIFICATIONS (Ref. GC-17) 9
SC-18 DISPUTES (Ref. GC-18) 9
SC-19 SUPERINTENDENCE (Ref. GC-21) 9
SC-20 PROTECTION OF PERSONS AND PROPERTY (Ref. GC-22) 9
SC-21 SUBSTANTIAL COMPLETION OF THE WORK (Ref. GC-24) 9
SC-22 GUARANTEES AND WARRANTIES (Ref. GC-25) 10
SC-23 USE OF PREMISES (Ref. GC-27) 10
SC-24 PREVAILING WAGE RATE – PUBLIC WORKS (Ref. GC-36) 10
SC-25 DELIVERY, INSTALLATION AND ACCEPTANCE 10
SC-26 KEY PERSONNEL: PROJECT MANAGEMENT /PROJECT CONTROL 10
SC-27 TRAINING 11
SC-28 DOCUMENTATION REQUIREMENTS: GENERAL & FINAL COMPLETION 11
SC-29 CLEANING AND OTHER REQUIREMENTS 11
SC-30 LIQUIDATED DAMAGES 12
SC-31 INTENTIONALLY OMITTED 12
SC-32 COOK COUNTY RESIDENCY ORDINANCE CHAPTER 10, SECTION 41 12
SC-33 INSPECTION OF WORK (Ref. GC-43) 13
SC-34 ACCIDENT REPORTS (Ref. GC-44) 13
SC-35 GENERAL NOTICE (Ref. GC-49) 13
SC-36 CONTRACTOR'S PROMOTIONAL MATERIALS 14
SC-37 JOINT AND SEVERAL LIABILITY PROVISION 14
SC-38 OWNER'S RIGHT TO STOP WORK 14

Section	Subject	Page
SC-39	COMMENCEMENT OF THE STATUTE OF LIMITATIONS	14
SC-40	RETURNS OF EMPLOYMENT AND SUBCONTRACTING	14
SC-41	INTERPRETATION OF CONTRACT DOCUMENTS; QUESTIONS RE: SPECIFICATIONS (Ref. IB-20)	15
SC-42	SECURITY REQUIREMENTS	15
SC-43	INTENTIONALLY OMITTED	15
SC-44	EXHIBITS	15

Exhibit A - Index of Drawings
Exhibit B - Prevailing Wage Rate Scale
Exhibit C - Time Schedule Format
Exhibit D - Key Personnel
Exhibit E- Request for Substitution Form
Exhibit F - Waiver and Release Form
Exhibit G - Relevant Experience

MISCELLANEOUS FORMS	**Page**
Bid Deposit Form	MF-1
Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements	MF-2/2a
County of Cook Office of Contract Compliance Affidavit of Joint Venture (MBE/WBE)	MF-3/3i
Status Report of Payments to MBE/WBE Participants	MF-4/4a
Subcontractor/Supplier Monthly Participation Payment Report	MF-5

PROPOSAL EXECUTION FORMS	**Page**
PROPOSAL	PE-1
ADDENDUM RECEIPT	PE-2
BID BREAKDOWN	PE-3/3A
SERVICES AND SYSTEM COMPONENTS – UNIT PRICES	PE-4/PE-5
PROPOSAL AGREEMENTS	PE-6
INTENTIONALLY OMITTED	PE-7
CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS	PE-8/8A
SURETY'S STATEMENT OF QUALIFICATION FOR BONDING	PE-9
MBE/WBE UTILIZATION PLAN	PE 10/10D
VENDOR CERTIFICATIONS	PE-11/11H
PROPOSAL EXECUTION	
SOLE PROPRIETOR	PE-12
PARTNERSHIP	PE-13
LIMITED LIABILITY	PE-14
CORPORATION	PE-15
PROPOSAL ACCEPTANCE	PE-16

PROJECT OVERVIEW

Project Name: 89th Street Facility Warehouse Move
Contract Document No.1423-13327

General Description of the Work

The work includes re-boxing record files, and moving court file boxes, and personal business items from an existing warehouse to a new location. The new location will be 1330 S. 54th Avenue, Cicero, IL 60804. It also includes documenting new locations of record boxes in a tiered warehouse storage system. The location of all items shall be automatically entered into the Circuit Courts' tracking software system via their OnBase software and zebra codes. The quantity of file boxes to be relocated is 135,000. The work includes moving project management and coordination with Circuit Courts regarding placement at the new site.

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

Advertisement Date:

December 13, 2013

Bid Documents will be available at the Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, IL 60602. Bidders must register with the County's eProcurement Site at http://198.65.148.209/purchasing/public/index.php as a plan holder in order to receive notification of any Addenda issued. Any harm to the bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation will be available after 10:00 AM local time but no later than 4:30 PM local time, on December 13, 2013.

Bid Document:

For this project, Bid Documents will be provided on CD-ROM. Bid Documents are limited to one CD-ROM per contractor. Bid Documents will be available via the County's eProcurement Site.

Pre-Bid Meeting and Site Visits:

A Pre-Bid Conference will be held at **9:30 AM, local time, on December 18, 2013 at 1120 E. 89th Street, Chicago, IL**. A Pre-Bid Field Inspection of the 89th Street warehouse will immediately follow the Pre-Bid Conference. The Pre-Bid Field Inspection is strongly encouraged in order to understand the scope of the work. Bidders will be held to have thoroughly examined the site and to have read and examined the entire Bid document package. Failure of Bidders to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after award of a Contract. For additional questions regarding the Pre-Bid Conference, please contact the following individual:
Mr. Ed Rendon, Sr. Contract Negotiator
Office of the Chief Procurement Officer, Cook County, IL
Phone: (312) 603-6824
E-Mail: edmund.rendon@cookcountyil.gov

Schedule for Pre-Bid Meeting and Site Visits

Pre-Bid Meeting

Wednesday	12/18/13	9:30 a.m. to 10 a.m.	1120 E. 89th Street, Chicago, IL 60619

Site Visits

Wednesday	12/18/13	10:00 a.m. to 11 a.m.	1120 E. 89th Street, Chicago, IL 60619
Wednesday	12/18/2013	11:30 to 12:15 p.m.	1330 S. 54th Ave. Cicero, IL 60804

Bidder Questions

Bidders will be able to submit questions until 4:30 p.m. on December 20, 2013. The Cook County Chief Procurement Officer will issue an Addendum addressing the bidders' questions by 5:00 p.m. on December 24, 2013.

Bid Opening Date:

January 3, 2013 at 10:00 A.M. C.S.T.

Bids shall be submitted in triplicate on the forms provided, with bid deposit in accordance with Instructions to Bidders. Sealed bids will be received in Room 1018, County Building, 118 N. Clark Street, Chicago, IL 60602. Bids shall be deposited in the box provided for that purpose. Bids will be publicly opened and read aloud subject to Section 34-136 of the Cook County Procurement Code. **No bids will be received after the date and time specified herein**.

Bid Deposit/Bond:

Each bid shall be accompanied by a bid deposit in the amount of one percent (1%) of the Bid, payable to the order of the Board of Commissioners, County of Cook. Bid bonds will be accepted in lieu of a check provided the Surety Company is rated as defined in the bid documents.

M/WBE Participation Goals:

MBE: 25% WBE: 10%

Award of Contract:

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

Tony Preckwinkle
President

Shannon E. Andrews
Chief Procurement Officer

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

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

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

C. OCCUPYING AGENCY: refers to the Office of the Clerk of the Circuit Court ("Clerk's Office")

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

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

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

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

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

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

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

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

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

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

IB-01 DEFINITIONS (CON'T)

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

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

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

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

R. PROVIDE means furnish and install.

IB-02 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-03 PREPARATION OF BID

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

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

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

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

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

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

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

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

IB-05 PRICES FIRM

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

IB-06 SUBMISSION OF BID

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

IB-07 WITHDRAWAL OF BID

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

IB-08 BID DEPOSIT

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

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

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

IB-09 PRE-BID CONFERENCE/SITE INSPECTION

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. The date and conditions of the Pre-Bid Conference/site inspection are determined by Director.

IB-10 BIDDER WARRANTIES

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

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

The submission of a Bid shall constitute a warranty that:

> The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Contract Documents and have found them complete and free from ambiguities and sufficient for the purposes intended.
>
> The Bidder and all workmen, employees and Subcontractors he intends to use are skilled and experienced in the type of construction represented by the Contract Documents Bid upon.
>
> Neither the Bidder nor any of his employees, agents, suppliers or Subcontractors have relied on any verbal representations from the Owner, or any of the Owner's employees, agents, or consultants, in assembling the Bid figure.
>
> The Bidder has had sufficient time to complete a site investigation.
>
> The Bid figure is based solely on the Contract Documents, including properly issued written addenda and not upon any other written or oral representation.

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

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

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

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

IB-11 CONSIDERATION OF BIDS

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

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

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

After Bids are opened and read aloud, they will be evaluated based on the bid price, conformance with specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-12. The basis of award will be the lowest responsible bidder of total base bid.

IB-12 ACCEPTANCE OF BID

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

IB-13 COMPETENCY OF BIDDER

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

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

IB-14 RETURN OF BID DEPOSIT

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

IB-15 CATALOGS

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

IB-16 TRADE NAMES

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

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

IB-17 EXCEPTIONS

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

IB-18 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

Office of the Chief Procurement Officer
Cook County Illinois
118 North Clark Street - Room 1018
Chicago, Illinois 60602
Contract No. 1423-133237 "89th Street Facility Warehouse Move"

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

IB-19 CASH BILLING DISCOUNTS

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

IB-20 TAXES

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

IB-21 BID RIGGING - BID ROTATING

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

IB-22 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

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

IB-23 NOTICES

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

IB-24 COOPERATION WITH INSPECTOR GENERAL

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

END OF SECTION

GENERAL CONDITIONS

GC-01 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

Cook County has adopted goals which further the objective of encouraging the establishment of and contracting with minority and female owned businesses. All contracts awarded by Cook County are subject to County Ordinance, Chapter 34, Article IV, Div. 6, Sec. 34-286 through 34-303 of the Cook County Code, adopted November 14, 2006. For assistance in meeting the M/WBE goals, and for identification of certified M/WBEs that may participate on County Contracts please contact the Contract Compliance Administrator at (312) 603-5502.

GC-02 INDEMNITY

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

GC-03 CONDUCT OF CONTRACTOR AND COMPLIANCE WITH LAWS

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

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

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

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

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

GC-04 MATERIAL, APPLIANCE AND EMPLOYEES

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

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

GC-05 TIME AND PROGRESS

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

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

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

GC-06 SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

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

GC-07 PERMITS, LAWS AND REGULATIONS

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

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

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

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

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

GC-8 ARCHITECT'S AUTHORITY

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

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

GC-9 PROGRAM MANAGER'S AUTHORITY

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

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

GC-10 NUMBER OF DOCUMENTS

The County will be issuing the Bid Documents on the County's eProcurement Site at http://198.65.148.209/purchasing/public/index.php. Bid Documents will also be available on CD-ROM. Bid Documents are limited to one CD-ROM per contractor. If additional copies or physical prints are required, it is the contractor's responsibility to make additional copies or find a printer capable of producing a full size set of plans.

GC-11 COOPERATION BETWEEN CONTRACTORS

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

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

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

GC-12 PLANS OR DRAWINGS AND SPECIFICATIONS COOPERATIVE

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

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

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

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

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

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

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

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

GC-13 VARIATIONS

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

GC-14 PROVISIONS RELATIVE TO DELAY

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

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

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

GC-15 PAYMENT TO CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor shall review construction progress with the Architect's Field Representative and submit to him all applications for payment. The form shall itemize all principal parts of the work by the Contractor, his Subcontractors and suppliers, estimated value of each and value of labor and material incorporated in work up to first of current month on principal parts of work.

2. If the Contractor has made application as described above, the Architect shall issue to the Owner a certificate of such amount as he decides is properly due. No certificate issued, nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner,shall be an acceptance of any work or materials not in accordance with this Contract.

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

   a. Defective work not remedied.

   b. Claims filed or reasonable evidence indicating probable filing of claims.

   c. Failure of Contractor to make payments properly to Subcontractors, suppliers or other for labor and or/material.

   d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

   e. Evidence of damage to the work of another Contractor.

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

GC-16 CHANGES AND MODIFICATIONS

The parties may during the term of the Contract make changes, extensions of time or other modifications to the Contract but only as provided in this section. All such changes in the work shall be authorized by a Change Order and shall be performed under the applicable conditions of the Contract Documents. The Owner will provide the format to be utilized for Proposal Request, Contractor Change Request and Breakdown, and Change Order Form. Such modifications shall only be made by mutual agreement in writing. In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may extend or modify a contract provided that any such extension or modification does not extend the Contract by more than one (1) year, and further provided that the total cost of all such extensions or modifications does not increase the total amount of the Contract beyond $150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute extensions of time or other modifications on Contracts approved by the Board; provided, however, that the total of such extensions or modifications does not extend the Contracts by more than one (1) year and does not increase the original Contract by more than $150,000 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an extension or modification to the Contract in the amount of $150,000 or more without approval of the County Board.

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

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

OWNER INITIATED CHANGES:
Owner requested changes shall be initiated by the issuance through the Architect, of a Proposal Request. The Contractor shall with reasonable promptness and so as not to delay the project, provide the Owner with a proposal indicating a breakdown of costs or credits for the proposed change, in the

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

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

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

Contractor Change Requests:

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

Contractor Claims and Changes Proposals:

- Each Contractor proposal for an adjustment in the contract sum shall be based on and accompanied by a detailed breakdown of time, materials and Subcontractor costs (labor and materials) that will be incurred to perform the additional or revised work, and it shall include a guaranteed maximum cost for all included work. Supporting information required to be submitted with each proposal shall include the following:
- Anticipated total labor hours for each separate unit of work, and the related hourly billing rates.
- Construction equipment necessary for the work and the related costs.
- Listing of products required for the work, including source of purchases, quantities and costs.

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

- All of the above information for each significant unit of required subcontract work.
- A statement of all applicable taxes, insurance and bond costs,if any, that are directly related to the work.
- A reasonable credit to be allowed for any work deleted from the contract, similarly documented.
- The Contractor's additional general overhead and profit.
- Justification for any requested extension of the contract time.

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

1. By unit prices stated in the Contract Documents or subsequently agreed upon.

2. By a lump sum properly itemized and supported by a detailed breakdown of the following:

   a. Labor. For all labor, foremen and field supervisor in direct charge of the specific operation, the Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor, foremen and field supervisor are actually engaged in work.

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

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

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

   b. Insurance and Tax. For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which not more than 10 percent (10%) will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such insurance and tax.

   c. Materials. The Contractor will receive the cost for all materials, including freight charges as shown by original receipted bills which are an integral part of the finished work, to which shall be added not more than fifteen percent (15%) of the sum thereof. The Contractor will be reimbursed for any materials used in the construction of the work, such as sheeting, falsework, form lumber, burlap or other materials for curing, etc., reimbursement shall be agreed upon in writing before such work is begun and no percent shall be added. The salvage value of such materials shall be taken into consideration in the reimbursement agreed upon.

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

d. Equipment. Machinery and equipment which the Contractor has on the job for use on contract items shall be used as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment (other than small tools) used on the work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation of the State of Illinois, for the period that said machinery and equipment are in use on such work, to which no percent shall be added. Where equipment and machinery are listed in this schedule, the rates will be determined by the Director after reviewing all available records of the Contractor or other information concerning the expense of operating that type of equipment.

e.. Subcontractors. For Subcontractor work, involving labor or labor and materials, for additional work, the Contractor will be allowed no more than an additional five percent (5%) of the cost of the labor and materials to cover the Contractor's supervision, and related expense on such subcontract operations.

f. Subcontractor or sub-subcontractor, for additional work involving labor or labor and materials, will be allowed no more than an additional fifteen percent (15%) of the cost of the labor and materials to cover overhead costs and profit.

g. For additional work involving labor or labor and materials by a sub-subcontractor (2nd and 3rd tier subcontractors), the sub-subcontractor providing the labor and materials will be allowed an additional fifteen (15) percent of the cost of the labor and materials to cover overhead costs and profit. Additional mark-ups by other subcontractors and/or the Contractor shall not exceed five (5) percent to cover supervision and related expense on such sub-subcontractor operations.

h. Other Costs. No additional allowance will be made for other costs for which no specific allowance is herein provided.

3. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

4. If a change involves only deductive work, the credit to the Owner shall be the Contractor's direct costs only for the labor and materials deleted.

GC-17 DISPUTES

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

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

GC-18 DEFAULT

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

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

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

Upon forfeiture, the County may:

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

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

GC-19 AWARD OF SUBCONTRACTS

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

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

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

GC-20 SUPERINTENDENCE

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

The Contractor shall keep in his work, at all times during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his

absence and all communications with him shall be as binding as if given to the Contractor. The Architect and the Director shall not be responsible for the acts or omission of the Contractor's superintendent or his assistants. The Contractor shall forward all communications to the Director through the Architect. A copy of each communication shall simultaneously be forwarded to the Director and Program Manager.

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

GC-21 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Establish a program of project pre-planning for safety and hazard avoidance.
2. Utilization of insurance company loss prevention services.
3. Lines of Contractor's responsibilities and authority for personnel for the administration of safety program.
4. Scheduling and conducting of safety meetings.
5. Issuing of safety bulletins.
6. Conducting of Weekly Tool Box Meetings.
7. Regular inspections of the project for safety compliance and correction of violations.
8. Safety training of employees.
9. A written Hazard Communication Program which is to include collection and distribution of Material Safety Data Sheets for all hazardous materials, labeling of these materials and training of employees using these materials.
10. A fire protection plan.
11. The use of personal protection equipment.
12. Hard hat usage.
13. Accident reporting and investigation.
14. Safety guidelines and regulations.
15. Site accessibility and cleanliness.
16. Safety reporting and distribution including the County and Program Manager.
17. A site layout plan showing the location of safety facilities and safety items.

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

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

GC-22 MATERIALS INSPECTION AND RESPONSIBILITY

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

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

GC-23 SUBSTANTIAL COMPLETION OF THE WORK

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

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

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

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

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

GC-24 GUARANTEES AND WARRANTIES

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

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

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

GC-25 FIRE PROTECTION

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

GC-26 USE OF PREMISES

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

GC-27 WORKING REGULATIONS

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

GC-28 WATCHMAN SERVICE

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

GC-29 CORRECTION OF WORK BEFORE FINAL PAYMENT

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

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

GC-30 DEDUCTIONS FOR UNCORRECTED WORK

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

GC-31 REFERENCE STANDARDS

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

GC-32 COOK COUNTY HUMAN RIGHTS ORDINANCE

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

GC-33 ILLINOIS RESIDENCY ORDINANCE

The Contractor shall comply with "An Act to give preference in the construction of public works projects and improvements to citizens of the United States who have resided in Illinois for one year." Attention is called to Illinois Compiled Statutes 1992, 30 ILCS 560/1.

GC-34 EMPLOYMENT - VETERANS

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

GC-35 PREVAILING WAGE RATE - PUBLIC WORKS

The Contractor shall comply with "AN ACT regulation wages of laborers, mechanics and other workman, employed under Contract for public works", approved June 26, 1941, as amended. Attention is called to Illinois Compiled Statutes 1992, 820 ILCS 130, regarding "General Prevailing Hourly Rates."

Prevailing wage rate shall comply with Section 2 of the "Prevailing Wage Act - Illinois Revised Statues 1991, Chapter 48, Paragraph 39S-1 et.seq.". The most current scale of prevailing wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

GC-36 COOK COUNTY RESIDENCY ORDINANCE
CHAPTER 10, SECTION 41

Any construction project having an estimated contract value of $100,000 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the contractor and subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

"Actual Residents of the County of Cook" shall mean persons domiciled with the County of Cook. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

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

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

GC-37 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, services and construction 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.

GC-38 CERTIFICATE OF QUALIFICATION
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.

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

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

GC-39 TAX AND FEE DELINQUENCY
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 10-6.1

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

GC-40 DISQUALIFICATION FOR NON-PERFORMANCE
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 7.3.

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

GC-41 STEEL PRODUCTS PROCUREMENT

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

GC-42 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. If the Contract is terminated by the County, the Contractor shall deliver to the County all finished or unfinished documents, data, studies and reports prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective data of such termination shall be based upon an estimate of the services/goods actually performed/supplied by the Contractor to the date of termination. Such payment so made to the Contractor shall be in full settlement for services rendered under this Contract.

GC-43 INSPECTION OF WORK

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

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

GC-44 ACCIDENT REPORTS

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

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

GC-45 ROYALTIES AND PATENTS

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

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

GC-46 PATENTS, COPYRIGHTS AND LICENSES

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

GC-47 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

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

GC-48 AUDIT; EXAMINATION OF RECORDS

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

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

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

GC-49 GENERAL NOTICE

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

TO THE COUNTY OF COOK:

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

TO THE VENDOR:

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

GC-50 MISCELLANEOUS

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

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

GC-51 ENTIRE AGREEMENT

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

GC-52 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-53 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM ORDINANCE, 06-O-48

I. Policy and Goals

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

In furtherance of this policy, Cook County has adopted a Minority and Women Owned Business Enterprises Construction Interim Ordinance (the "Ordinance"), establishing Annual Aspirational Goals of 25% MBE and 10% WBE participation on an aggregate basis. A copy of the Ordinance is attached to these General Conditions, and its terms become covenants of performance upon award of this Contract.

The terms in these General Conditions shall have meaning of terms as defined and used in the Ordinance.

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

A Bidder may achieve the Project Specific MBE and WBE Goals by its status as a MBE or WBE; by subcontracting a portion of the work to one or more MBEs and/or WBEs; by entering into a joint venture with one or more MBEs and/or WBEs; or by any combination of the foregoing.

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

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

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

II. Required Pre-Award Bid Submittals

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

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

A. MBE/WBE Utilization Plan

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

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

A MBE or WBE Bidder may count its own participation, less any amount subcontracted, toward a goal for which it qualifies but may not divide its participation between two goals. Likewise, the participation of a MBE or WBE Subcontractor or Suppliers may be counted towards only one goal on a contract. The participation of a firm certified as a MBE and a WBE may not be divided between two goals.

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

A Bidder may count the MBE or WBE participation of every level of subcontracting toward the Project Specific Goal(s) of MBEs and WBEs listed on the Utilization Plan.

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

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

A Bidder must document its Good Faith Efforts in its Utilization Plan. The specific requirements that Cook County will consider as part of the Bidder's Good Faith Efforts to obtain MBE and WBE participation are identified in the Minority and Women Owned Business Enterprise Construction Interim Ordinance, 06-O-48.

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

B. Letter(s) of Intent

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

C. Letters of Certification

To be counted towards meeting the MBE or WBE Project Specific Goal(s), a Bidder or its Subcontractors or Suppliers must be certified by Cook County, the City of Chicago or the Illinois Unified Certification Procedure pursuant to 49 CFR Part 26.

The Letter(s) of Certification must be submitted with the Utilization Plan.
The Director of the Office of Contract Compliance retains the right to reject for credit towards meeting a MBE or WBE Goal the certification of any firm that does not conform to the Ordinance's eligibility standards.

D. Joint Venture Affidavit

If a Bidder seeks to meet the Project Specific MBE and/or WBE Goals by entering into a Joint Venture, the Bidder must submit the Affidavit of Joint Venture (MBE/WBE) included in the bid document (MF-Pages MF-3 through MF-3i).

III. Contract Monitoring

A. Forms

To monitor the participation of Subcontractors or Suppliers on Cook County contracts, the Contractor must submit a monthly Status Report of Subcontract Payments (MF Pages MF-4 and MF 4-a) by the 15th of each month. The Status Report must reflect, from project start to date, the Contractor's receipt of payments from the County of Cook and the utilization of and payments to all Subcontractors or Suppliers identified in the Utilization Plan. The Status Report must include the Subcontractor/Supplier Payment Form (MF Page MF-5) from each Subcontractor or Suppliers identified in the Utilization Plan. Failure to submit a completed monthly Status Report will be a violation of these General Conditions and result in a **HOLD** being placed on all monies due and/or that may become due the Contractor and may cause the Contractor to be deemed to be in breach of the Contract.

Please return the reports to the attention of:

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

B. Procedures

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

1. Substitutions, Additions or Deletions of Subcontractors or Suppliers

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

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

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

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

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

2. Change Orders

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

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

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

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

GC-53 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES CONSTRUCTION INTERIM ORDINANCE, 06-O-48 (CON'T.)

IV. Contract Closeout Procedures

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

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

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

END OF SECTION

SPECIAL CONDITIONS

SC-01 DEFINITIONS (Ref. IB-01)

A. The "Director" as defined in IB-01 Paragraph A. of the Instructions to Bidders is John Cooke, Office of Capital Planning and Policy, County of Cook, Illinois.

B. The "Chief Procurement Officer" as defined in IB-01 Paragraph D. of the Instructions to Bidders is Shannon E. Andrews, Chief Procurement Officer, County of Cook, Illinois

C. The "Architect" as defined in IB-01 Paragraph E. of the Instructions to Bidders (also referred to as "Consultant ") are Tilton, Kelly + Bell, LLC (TKB)

D. The "Project Director" as defined in IB-01 Paragraph A. of the Instructions to Bidders, The "Project" means Cicero Records Center and all move work required, "Notice of Award" means a written notice that the Contract has been awarded to the Contractor, subject to proper bonding, insurance and other requirements of execution, which will be issued to the Contractor by the Purchasing Agent of Cook County.

F. "Notice to Proceed" shall mean a written notice issued by the Project Director, directing the Contractor to proceed with the construction activities of the Work as of the Notice to Proceed Date (defined below). A Notice to Proceed will not be issued until permit requirements have been met as set forth in SC-13.

G. "Notice to Proceed Date" shall mean the date of the Notice to Proceed, or such other date as is set forth in the Notice to Proceed.

J.S. April 25, 2014

H. "Contract Time" shall include an interim completion date for the complete move from 1120 E. 89th Street, Chicago, IL, which shall begin upon contract approval and be completed by ~~March 21, 2014.~~ The moving contractor will be apprised of the construction schedule of 1330 S. 54th Ave. Cicero, Illinois on a regular basis for coordination purposes. Staging area has been allotted for pallets from the 89th street location as indicated on the plan. Move project management re-boxing and planning shall begin immediately upon contract award.

I. "Substantial Completion", "substantial completion", "Substantially Complete" or "substantially complete" means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by SC-28. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the Architect for the designated portion of work issues a Certificate of Substantial Completion in accordance with GC-23, setting forth the Date of Substantial Completion, <u>and signed by all parties indicated on the Certificate , including the County.</u>

J. "Project Closeout Items" means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as described in SC-28; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.

K. "Final Completion" means all aspects of the Project are complete, including all punchlist items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to SC-28 have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been approved by the County and the Architect for each portion of the work.

L. "Critical Path" activities mean activities which control the Project duration. These are the activities or sequences of activities that take the most time to complete, and therefore have the greatest potential to delay the Project.

M. "Time Schedule" means the time schedule approved by the County in accordance with SC-09, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements set forth in SC-12, which shall set forth all Critical Path and other activities necessary to perform the Work in accordance with the Contract Documents. The Time Schedule must set forth the "Critical Path" activities showing all interrelationships with other activities as required to complete the Project.

N. "System" or "system" means a network of assemblies, components and parts, interfaced with each other and with any existing building equipment or utilities as required to provide integrated unit(s) and a functionally complete and operable product, turned over to the Owner in condition for service.

O. "Utility" or "utility" means a commodity or service, such as electricity, water, sewer, and telecommunications, traditionally provided by a public utility, but including such as may be provided by private companies or providers.

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

SC-02 SPECIFICATIONS (Ref. IB-01)

The Specifications consist of those volumes noted below.

Volume 1 – Instructions, Conditions, and Proposal/Execution Forms.

Volume 2 – Technical Specifications for the project scope

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

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

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

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

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

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

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

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

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

SC-05 BIDDER WARRANTIES (Ref IB-10)

By submitting a bid on this Project, the Contractor represents and warrants to Owner that it is experienced in the type of work represented by this Project, that Contractor understands the complexity involved in this type of work and the necessity of coordination of the Work with governmental authorities and the contracting entity.

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

SC-06 – INTENTIONALLY OMITTED.

SC-07 SUBSTITUTIONS (Ref. IB-16)

A. Bids shall be based on specified products; no substitutions will be allowed.

SC-08 TAXES (Ref IB-20)

IB-20 is amended to read as follows:

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

SC-09 PRE-CONSTRUCTION PHASE ACTIVITIES

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

A. **Time Schedule:** Notwithstanding any provision to the contrary in the General Conditions or other sections of these Special Conditions, the Contractor shall submit a draft Time Schedule for the Work no later than fourteen (14) calendar days after the date of the Notice of Award. The minimum requirements for the activities which are required to be detailed on the Time Schedule, and any project specific requirements for the Time Schedule, are set forth in Section SC-12 of these Special Conditions. The County will notify the Contractor in writing within ten (10) business days after receipt of the draft Time Schedule (or any revised draft) either that the draft Time Schedule is accepted or that it is rejected, setting forth the reasons for such rejection. If the draft Time Schedule

is rejected, the Contractor shall re-submit a revised draft which is responsive to the County's comments within ten (10) business days after the date of the notice of rejection. A Notice to Proceed with construction will not be issued until a Time Schedule is approved. If the Time Schedule has not been approved within sixty (60) days after the Notice of Award (such 60 day period to be extended by any period of delay by the County in accepting or rejecting a draft Time Schedule), the Contractor shall be deemed to have failed to submit an acceptable Time Schedule in a timely manner, which shall constitute a material breach of the Contract and shall constitute grounds for default pursuant to General Conditions, Section GC–18. The County's approval of the Time Schedule shall not relieve the Contractor of the obligation to properly schedule the Work so as to substantially complete the Work within the Contract Time. The absence of an activity from the Time Schedule shall not relieve the Contractor of the obligation to perform all activities necessary for completion of the Work.

B. **Permits:** GC–07 requires the Contractor to secure all permits and licenses necessary to carry out the Work. Additional provisions and requirements regarding permits are contained in SC-13.

C. **Permits Status Reports:** The Contractor shall provide the County and the Project Director with a written status report on the permit review process as to all permit applications, beginning two (2) weeks after the filing of the first such application and every two (2) weeks thereafter until all necessary permits have been issued. If the Contractor requires assistance in the permitting process from either the County or the Architect, the Contractor shall request such assistance in writing, directed to the party whose assistance is requested, and specifying the nature of the assistance request. In the case of assistance from the Architect, a copy of such request shall be provided to the County. A Notice to Proceed will not be issued until all permits have been issued which are required by laws or ordinances for construction to begin.

D. **Progress Reports:** In addition to the permit status reports required under subsection C above, no later than 30 days after the date of the Notice of Award, and every 30 days thereafter, the Contractor shall prepare and submit to the County and the relevant Architect a detailed written report detailing the progress of the Work, including pre-construction activities described in this Section SC-09. The requirements for the Contractor's progress reports are set forth in the Technical Specifications.

SC-10 SUBMITTALS

A. **Schedule of Submittals:** Within twenty-one (21) days after the Notice of Award, the Contractor shall submit a schedule of delivery for all submittals required by the Technical Specifications to the Owner. The Contractor shall include a transmittal letter with each submittal, identifying the item by manufacturer, model number, CAD identification number and reference to specification sections of items of construction. Use separate transmittal for each submittal. Each submittal shall have a chronological submittal number.

B. **Documentation:** The Contractor shall submit appropriate documentation (e.g. move location documents, product submittals such as boxes; locations) for all materials, systems, equipment, fixtures, personal property, and other items, in all detail required by the specifications, but, at a minimum, describing the following:

1. Physical dimensions
2. Physical space required
3. Weight
4. Conveying system requirements
5. Supplies required.

C. **Copies:** The Contractor shall submit six (6) copies of brochures/technical materials for each item. The Contractor shall submit one (1) electronic copy and two (2) sets of prints for all drawings required.

D. **Address for Submittals:** All submittals shall be sent to the Cook County Project Director as follows:

Jessica Caffrey, Program Executive
Office of Capital Planning
69 W. Washington Street, 30th Floor
Chicago, IL 60602

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

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

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

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

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

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

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

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

A. **Time of the Essence. TIME IS OF THE ESSENCE OF THIS CONTRACT**: The Contractor agrees to commence the Work in conformity with the provisions set forth herein and to prosecute the Work with all due diligence, so as to substantially complete the Work within the Contract Time, using double shift, weekend and holiday work when necessary.

B. **Requirements for Time Schedule:** The Contractor shall prepare and update monthly a Time Schedule as required in SC-09 and in conformance with the requirements outlined herein. The Time Schedule shall be a computerized schedule with sufficient detail to describe the full scope of work. A sample format for the Time Schedule is attached as Exhibit C. The Time Schedule must provide for substantial completion of the Work within the Contract Time. The Time Schedule shall include summary line items to facilitate the review of the schedule. Such summary requirements shall be defined by the County or the Project Director within 10 days after submittal of the first draft Time Schedule, and shall be incorporated into the Time Schedule by the Contractor before approval of the Time Schedule.

1. **Activities to Be Included in Time Schedule:** The Time Schedule shall include, as a minimum, the following categories of activities: The itemization of the following categories

of activity into individual activity line items shall be subject to the approval of the County. Activity or approvals by the County or Project Director shall be represented by different line items from activity by the Contractor. All activity line items shall be indexed to trade subcontractor, responsibility (Owner or Contractor), and physical area designations

2. Pre-move
   - Contract Award
   - Project management assessment and consultation at sites
   - Box Order
   - Re-boxing and labeling
   - Notice to Proceed with Move
   - Site Planning Meeting
3. Move of 89th Street Facility
4. Tracking of new locations by zebra label (contemporaneous with move)
5. Punch list work
6. Staff Training if required
7. Closeout Documentation

D. **Critical Path**: The Critical Path shall clearly be indicated on the schedule. The Time Schedule shall incorporate a minimum of 5% of the Contract Time as the original total float on the most critical path.

E. **Updates:** The Contractor shall submit monthly revised schedule updates to the County, but any such updates shall not operate to extend the Time Schedule except in accordance with GC-16. Any revisions to the Time Schedule, and other scheduling requirements listed in the Contract Documents, shall not delay, obstruct, hinder or interfere with the commencement, progress or completion of any other work on the Project.

F. **Weekly Progress Meetings.** It will be the Contractor's responsibility to attend the Weekly Progress Meeting. At the meetings, Contractor shall present a list of items completed in the week prior to the meeting as well as a two-week look-ahead schedule as a reminder of upcoming activities.

G. **Failure to Meet Schedule:** If the Contractor fails to accomplish portions of the Work within the period set forth in the Time Schedule, or fails to achieve "milestone" dates set forth in the Time Schedule, and if no extension of the Contract Time is agreed to by the County, the Contractor shall provide to the County upon request a written recovery plan indicating the manner in which the Contractor intends to recover the lost time in order that the Project can be completed within the Contract Time. If the Contractor fails to provide a realistic recovery plan, and if the County reasonably deems the delay to be material, then the County may declare the delay to be a default under the Contract and may proceed in accordance with GC-18. If the milestone dates are not achieved, then the County shall have the right to require an acceleration plan that restores the schedule and ensures meeting all subsequent milestone dates.

SC-13 PERMITS NOT USED

SC-14 WAIVER OF SUBROGATION AND INSURANCE REQUIREMENTS

Additional Insured:

(1) The County of Cook, Illinois

(2) Commissioners, Officials and Employees of Cook County

(3) The Architects, and their owners and employees: Tilton, Kelly + Bell, LLC and the Opus Group.

The additional insured entities shall be listed on the Comprehensive General Liability, Automobile and Umbrella Liability policies. It is also understood that relative to the Comprehensive General Liability, Automobile and Umbrella Liability policies, the County of Cook and other parties listed as additional insureds shall have the rights of an Additional Insured as provided by ISO endorsement CG 0001 1185, GL 0002 or GL 0404. *No other form will be accepted without express prior written approval of Cook County Risk Management.* All liability policies shall entirely delete IAO endorsements CG21 34 11 88 and CG21 39 11 88 or other such endorsement or policy provision which limit contractual liability. All policies shall contain a 90 day Notice of Cancellation to Cook County.

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.

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

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

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

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	$ 1,000,000

General Aggregate	$ 2,000,000
Completed Operations Aggregate	$ 2,000,000

The General Liability policy shall include, without limitation the following coverages:

(a) All premises and operations;
(b) Contractual Liability;
(c) Products/Completed Operations;
(d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than $1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	$3,000,000

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation, must name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance maintained by Cook County.

(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. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

SC-15 VARIATIONS (Ref. GC-13)

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

Contractor shall make no substitution for materials, equipment, supplies, articles, or processes required under this Contract.

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

The following provisions are added to General Condition GC-14

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

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

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

against Owner or the Project and Contractor shall indemnify and hold the Owner harmless from and against any and all such claims.

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

"No changes which individually or cumulatively result in additional cost of $1,000 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Changes which increase cost by less than $1,000 may only be made with advance approval of the Chief Procurement Officer."

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

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

Refer to GC-16.

SC-18 DISPUTES

Refer to GC-17.

SC-19 SUPERINTENDENCE

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

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

Refer to GC-21.

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

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

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

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

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

The GENERAL CONDITIONS, item GC-24 GUARANTEES AND WARRANTIES, is modified as follows:

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

Warranty and post warranty repair services timing shall in no case be later than the period stated in GC-24.

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

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

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

SC-24 PREVAILING WAGE

Refer to General Conditions.

SC-25 DELIVERY, INSTALLATION AND ACCEPTANCE

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

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

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

SC-26 KEY PERSONNEL: PROJECT MANAGEMENT /PROJECT CONTROL

All of the individuals described in this section, if any, in SC-19 and in the General Conditions shall be identified on Exhibit D and shall be deemed to be "Key Personnel". Contractor shall attach the list of Key Personnel as Exhibit D, including the job title, duties and experience of each individual. The Contractor shall not make any change or reassignment of Key Personnel without prior notice to and prior acceptance by the Owner. If any of the Key Personnel shall be unable at any time to perform his or her assigned function as described in Exhibit D, the Contractor shall promptly give written notice thereof to the Owner and furnish an alternate individual in replacement of such Key Personnel. Such replacement must be acceptable to the County and shall upon acceptance become subject to the provisions of this SC-26.

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

- **Project Management:** Contractor shall assign a Project Manager who shall be the single point contact person between the Contractor and the Owner and the Clerk of the Circuit Courts. The Project Manager

is required to be on site at such times as may be necessary, shall attend all construction meetings, and shall handle other responsibilities either on or off-site.

SC-27 TRAINING

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

SC-28 DOCUMENTATION REQUIREMENTS: GENERAL & FINAL COMPLETION

A. **Copies on Site:** The Contractor shall keep an updated copy of the Contract Documents at the Project site. Additionally, the Contractor shall keep a copy of approved Shop Drawings and other submittals at the Project site.

B. **Delivery Document Sets:** At the time of delivery of each of the building systems and items of equipment the Contractor will deliver to the Project Director two (2) CD's with complete and unabridged sets of operating manuals, service manuals, location schematics (whichever applicable), and troubleshooting documentation for all record types installed unless otherwise noted.

C. **Warranty Materials at Final Completion**: Provide two copies of warranty for all materials provided.

D. **As Built Mark Ups:** The Contractor shall keep legible notes of all the deviations and discrepancies in the Work on field drawings (the "As-Built Mark-ups) and shall submit them to the Project Director as Work progresses for review and incorporation into final record documents. The submission of accurate As-Built Mark-ups and warranties are conditions precedent to Final Completion and the Contractor receiving final payment.

Additional documentation and upgrade requirements are listed in .Volume 2

SC-29 CLEANING AND OTHER REQUIREMENTS

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

A. The Contractor shall at all times keep the Project site free from accumulations of waste material or rubbish caused by the Work. Boxes shall be broken down daily and collected for recycling in a dumpster or removed daily. Other waste shall similarly be removed from the work area daily. At the completion of the Work, the Contractor shall remove all Project signs and all rubbish and temporary work, of every nature, from and about the Project and the Project sites. The Contractor shall remove all tools, scaffolding and surplus materials and shall leave the Work broom clean or its equivalent, unless more exactly specified in any part of the Contract Documents. If the Contractor fails to clean up as required by the Contract Documents, the Owner may do so, and the costs associated with such cleanup shall be charged to the Contractor.

B. Immediately before turning over any portion of the Work, the Contractor shall thoroughly clean, dust and finish the area, including all furnishings, fixtures and equipment which have been moved, to a standard commensurate with occupation and use of the Project.

C. Until the date of Final Completion, the Contractor shall clean on a daily basis all affected interior areas of the Cicero Record Center.

D. The Contractor shall comply with any additional requirements imposed by the Technical Specifications.

SC-30 LIQUIDATED DAMAGES

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

Liquidated damages in the amount of $1,000 (one thousand dollars) per calendar day will be assessed against the Contractor starting on the day after the date on which the Contract Time ends up to and including the Date of Substantial Completion. If the Time Schedule provides for the Work to be performed in phases, each phase will be independently held to the schedule. In other words, the completion date for each phase of the Work is established by the Contractor and will not change unless a time extension is granted by the County. Liquidated damages may be assessed against any pay application if it is determined by the County that, based upon submitted updates to the Time Schedule, the Work cannot be completed within the Contract Time, and if the Contractor has failed to present a recovery plan which will assure the County of completion within the Contract Time.

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

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

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

SC-31 INTENTIONALLY OMITTED

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

Any project having an estimated contract value of $100,000.00 or more, funded solely with Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the

site of the construction project by employees of the Contractor and subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

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

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

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

SC-33 INSPECTION OF WORK (Ref. GC-43)

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

(1) With respect to those inspections, tests or approvals which are the responsibility of the Owner as identified in the Specifications, any Work covered prior to any required quality inspections or test shall be uncovered and recovered at the expense of the Contractor. Failure of the Architect or Project Director to make such quality inspections, tests or to discover defective design, materials or workmanship shall not relieve the Contractor of its obligations under this Contract nor prejudice the rights of the Owner thereafter to reject or require the correction of defective Work in accordance with the provisions of this Contract.

(2) If the Owner, upon advice from the Architect or Project Director, determines that any Work requires special inspection, testing or approval which the Specifications do not identify, the Owner will instruct Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the -Contractor shall bear all costs thereof, including compensation for the Architects', and other consultants' additional services made necessary by such failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.

(3) If any other portion of the Work has been covered which the Architect or Owner has not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay such costs unless it be found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs.

SC-34 ACCIDENT REPORTS (Ref. GC-44)

Refer to General Conditions.

SC-35 GENERAL NOTICE (Ref. GC-49)

Notice to the Owner shall also be given to:

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

SC-36 CONTRACTOR'S PROMOTIONAL MATERIALS

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

SC-37 JOINT AND SEVERAL LIABILITY PROVISION

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

SC-38 OWNER'S RIGHT TO STOP WORK

If the Contractor fails to correct defective Work or fails materially to carry out the Work in accordance with the Contract Documents and fails within ten (10) days after receipt of written notice from the Owner to commence and continue correction of such failure with diligence and promptness, the Owner, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however; this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right to stop the Work is in addition to and not in limitation of any of the rights of Owner pursuant to GC-19 or other provisions of the Contract Documents dealing with default on the part of the Contractor.

SC-39 COMMENCEMENT OF THE STATUTE OF LIMITATIONS

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

SC-40 RETURNS OF EMPLOYMENT AND SUBCONTRACTING

The Contractor shall provide monthly returns of employment and subcontracting to the Owner within 5 business days of the end of each month, starting with the month in which the Notice to Proceed is issued. The detailed form and content requirements for these reports shall be set out by County within 21 days of the Notice of Award.

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

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

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

SC-41 INTERPRETATION OF CONTRACT DOCUMENTS; QUESTIONS RE: SPECIFICATIONS (Ref. IB-20)

IB 20 is amended by adding the following new paragraphs:

A copy of any written request for interpretation of documents shall also be provided to the Office of Capital Planning and Policy at the address set forth in SC-35.

Notwithstanding the foregoing provisions of IB-20, questions about the interpretation of Technical Specifications or drawings may be made only in writing. Nothing said at the pre-bid meeting or site visit is official or shall be interpreted as a modification to the contract documents unless in an addendum. If not made at the pre-bid conference, such questions shall be directed to the Office of the Chief Procurement Officer, with a copy to Jessica Caffrey of the Office of Capital Planning and Policy at the address set forth in SC-35. Questions will be answered in writing by means of an Addendum issued by the Office of the Chief Procurement Officer. Questions must be received no later than 4:30 p.m. on October 4, 2013.

SC-42 SECURITY REQUIREMENTS

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

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

SC-43 INTENTIALLY OMITTED

SC-44 EXHIBITS

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

1. Exhibit A - Index of Drawings
2. Exhibit B - Prevailing Wage Rate Scale
3. Exhibit C - Time Schedule Format
4. Exhibit D - Key Personnel
5. Exhibit E- Request for Substitution Form
6. Exhibit F- Waiver and Release Form
7. Exhibit G - Relevant Experience

EXHIBIT A

INDEX OF DRAWINGS

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

Concept Layout, Cicero Records Center, 5/28/2013 (Appendix 3 to Technical Specifications)

Section Detail, Cicero Records Center, 6/31/2013 (Appendix 4 to Technical Specifications)

EXHIBIT B
PREVAILING WAGE RATE SCALE

FEDERALLY REQUIRED CONTRACT PROVISIONS APPLICABLE TO PROJECTS

These contract provisions ("Required Contract Provisions") shall apply to all work performed on the Contract by the Contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all work performed on the Contract by piecework, station work or by subcontract. If the Department of Labor revises the prevailing rate of hourly wages to be paid for the Work before completion of the Project, the revised rate will apply to this Contract from the effective date of the revision, but the revision will not entitle the Contractor to any increased compensation under the terms of this Contract. Current rates are found athttp://www.wdol.gov/wdol/scafiles/davisbacon/IL9.dvb.

I. FEDERALLY REQUIRED CONTRACT PROVISIONS.

a) **Payment of Predetermined Minimum Wage.**

This provision is required for any Federally-aided construction contract exceeding $2,000 and to all related subcontracts under such construction contract.

1) ***Minimum wages***

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (found at http://www.wdol.gov/wdol/scafiles/davisbacon/IL9.dvb),regardless of any contractual relationship which may be alleged to exist between the Contractor or its subcontractors and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act [40 U.S.C. 276a] on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §I.(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided, however,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(2) ***Withholding***.
The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor,so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work all or part of the wages required by the Contract, the County may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) ***Payrolls and basic records.***
(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits

under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the County, for transmission to the appropriate Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the County, for transmission to the appropriate Federal agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

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

(4) ***Apprentices and trainees***

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.***

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity***.

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

(5) ***Compliance with Copeland Act requirements.***

The Contractor shall comply with the requirements of 29CFR part 3, which are incorporated by reference in this Contract.

(6) ***Subcontracts.***

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the appropriate Federal agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) ***Contract termination: debarment***

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

(8) ***Compliance with Davis-Bacon and Related Act requirements***

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) ***Disputes concerning labor standards.***

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

(10) ***Certification of eligibility***

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

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

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

The following provisions do not apply to contracts of $100,000 or less, and do not apply to contracts not utilizing laborers or mechanics.

(b) Contract Work Hours and Safety Standards Act.

The following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section shall be set forth in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) ***Overtime requirements.***

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

(2) ***Violation; liability for unpaid wages; liquidated damages.***

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in

the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) ***Withholding for unpaid wages and liquidated damages.***

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

(4) ***Subcontracts.***

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

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR §5.1, the following clause shall be inserted: The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

END EXHIBIT B

EXHIBIT C

SAMPLE TIME SCHEDULE FORMAT

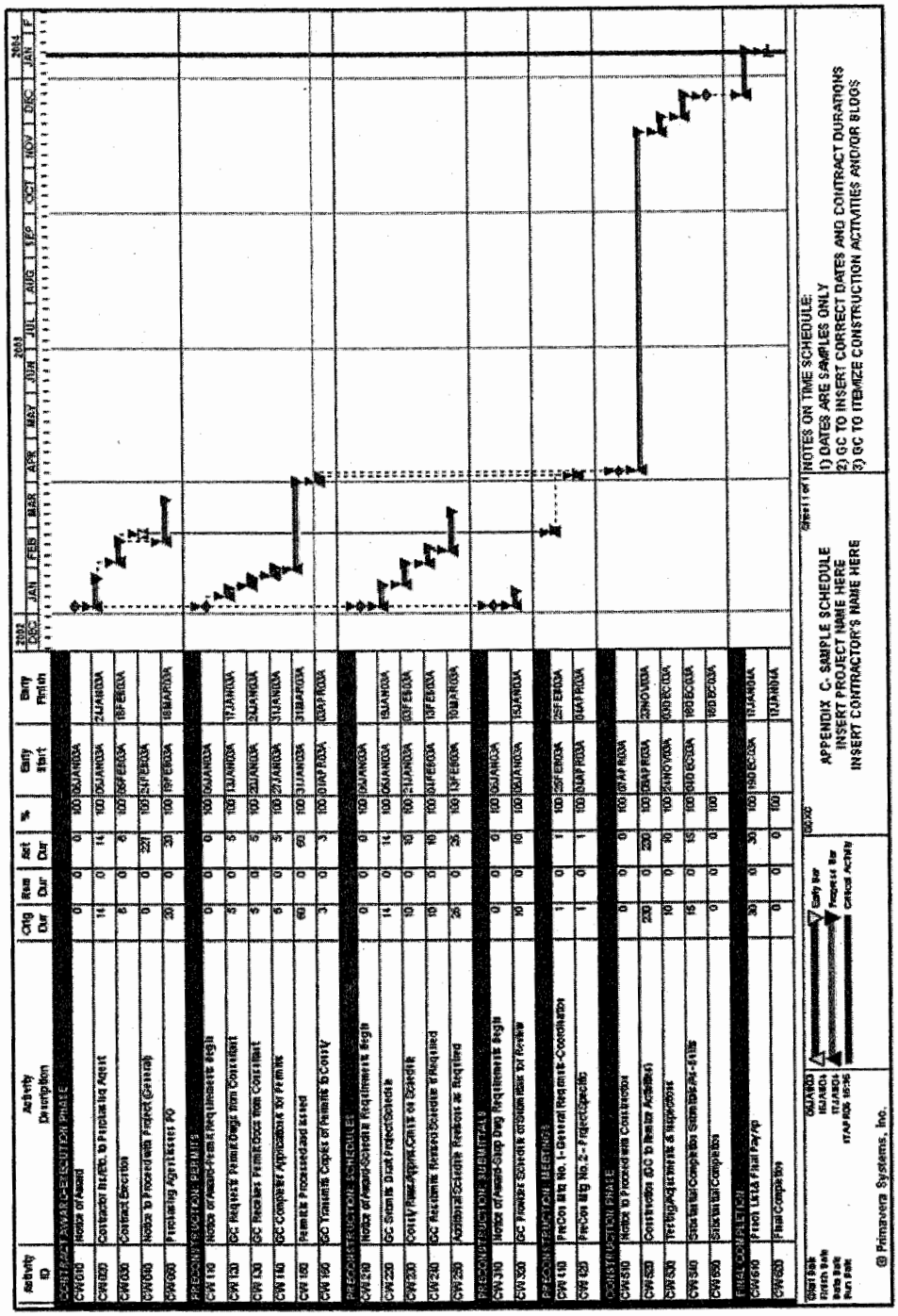


EXHIBIT C – TIME SCHEDULE FORMAT

EXHIBIT D
KEY PERSONNEL

Project Executive: Johnny C. Smith
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Manager: Tremayne Smith
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator: Calvin Smith
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Superintendent: Johnny C. Smith
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Notes:

1) Provide resumes of the Project Manager, Safety Coordinator, and Project Superintendent designees with the Bid.

2) Provide an organization chart illustrating the position of the Project Executive designee within the Bidder's corporate structure.

JOHNNY C. SMITH

7150 South Halsted Street
Chicago, IL 60621

(312) 874-1616

Professional Experience

1971 to Present

SMITH MOVERS, INC.
CHICAGO, IL 60628

PRESIDENT & CEO. Duties include staff supervision, contract negotiation, equipment purchasing, marketing plan development, public relations and general adminiatration and control of the company.

1956 to 1971

NATIONAL TEA COMPANY/DELL FARM FOOD STORES
CHICAGO, IL

VARIOUS POSITIONS. Held various positions with the company including Baker's Helper, Labor Relations Negotiator, Management Supervisor.

Organizations

International Port Authority, Board Member
Operation Push International Trade Bureau

Tremayne Smith

7150 S. Halsted
Chicago, IL 60621

312-342-0659
tsmith@smithmoversinc.com

EDUCATION:

October 2007 DeVry University, Tinley Park, IL
Bachelor of Science in Computer Information Systems
GPA 3.48/4.00

EMPLOYMENT:

2007-Present — Direct Fasteners, Inc., New Lenox, IL
Database Consultant

- Designed and implemented My SQL database
- Database located at www.directfastners.net/dfstore

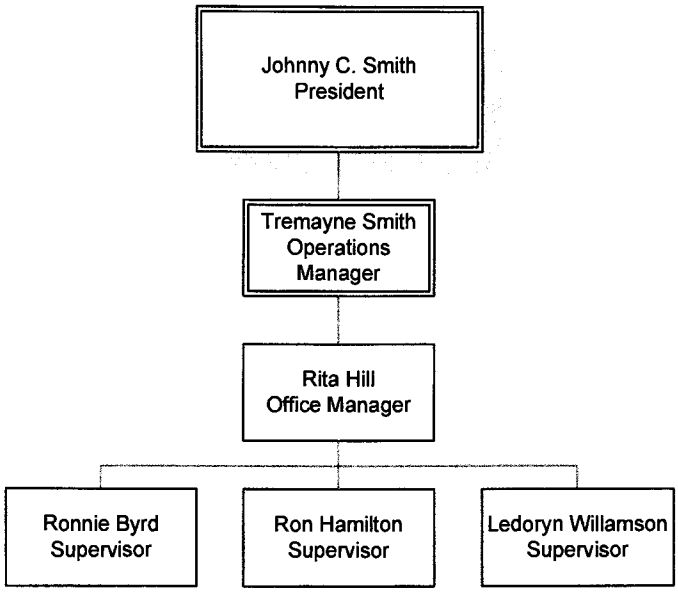
1994-Present — Smith Movers, Inc, Chicago, IL
Operations Manager

- Managed over 50 employees
- Served as Project manager for relocation of 400,000 square foot I.D.E.S. office building
- Served as project manager for relocation of 300,000 square foot O'Hare airport hanger and office center
- Negotiated collective bargaining agreements with local union organizations
- Successfully submitted RFP's and bids for both private and governmental organizations, which increased revenue by over one million dollars
- Implemented quality control procedures through database tracking methods
- Streamlined the payroll system which cut payroll generation time in half and eliminated over 99% of data miscalculations

TECHNICAL SKILLS:

Database	OO Programming
MS SQL Server	C#
My SQL	VB.Net
Oracle 9i, 10g	Java
MS Access	MS Visual Studio

Organization Structure and Key Personnel



Johnny C. Smith/President

Johnny C. Smith has served as president of Smith Movers, Inc. since 1975. Mr. Smith is responsible for the overall direction of the company and its resources, and securing contracts to increase revenue.

Tremayne Smith/Operations Manager

Tremayne Smith has served as Operations Manager since 1995. He directs day to day labor and equipment resource allocation for ongoing projects. During the lifetime of the contract, personnel and equipment logistics will be determined under his direction.

Calvin Smith/Logistics Manager

Calvin smith has served as Logistics Manager since 1998. His duties include project scheduling and claims processing. Under his direction Smith Movers has achieved a moves to claim ratio of 100 to 1.5.

EXHIBIT E
REQUEST FOR SUBSTITUTION FORM

No substitions are allowed.

EXHIBIT F

WAIVER & RELEASE FORM

WAIVER AND RELEASE FORM

Site/Facility (the "Property"):
Clerk of the Circuit Court Records Center

Address:
1120 E. 89th St.

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

The undersigned acknowledges that the Property:

Is an existing structure for which record drawings of complete systems and conditions do not exist, and where unknown conditions may present a hazard.

In recognition of the above referenced condition, the undersigned has requested to participate in the inspection at his or her own risk.

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

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

DATE 1-2-2014

Smith Movers Inc.
PRINT COMPANY NAME

Johnny C. Smith
PRINT NAME

Johnny C. Smith
SIGNATURE

EXHIBIT G

RELEVANT EXPERIENCE

DESCRIPTION OF RELEVANT EXPERIENCE

Relevant Experience

List no more than three (3) contracts for comparable projects completed in the last five years or currently in-progress. Provide the information in the following format. Include photographs and other standard project information. All information must be clear and legible.

Project Information

Project Name: Relocation of City of Chicago Offices

Project Location: 121 North LaSalle

Project Type: Office relocation

Project Executive: Mr. Johnny C. Smith

Project Manager: Mr. Tremayne Smith

Project Superintendent: Mr. Calvin Smith

Client Information

Client: City of Chicago General Services

Address: 30 N. La Salle St.

Client Reference: Mr. Art Andros (NAME) | (TITLE) | 312-742-3858 (PHONE NO.)

Architect Information

Architect: NA

Address: NA

Architect Reference: NA (NAME) | NA (TITLE) | NA (PHONE NO.)

Contract Information

Contract Type:

Original Contract Amount: $823,683.90

Final Contract Amount: $823,683.90

Original Completion Schedule: 12/31/10

Actual Completion Schedule: 12/31/10

EXHIBIT G

RELEVANT EXPERIENCE

DESCRIPTION OF RELEVANT EXPERIENCE

Relevant Experience

List no more than three (3) contracts for comparable projects completed in the last five years or currently in-progress. Provide the information in the following format. Include photographs and other standard project information. All information must be clear and legible.

Project Information

Project Name: Chicago Public Library

Project Location: 121 North LaSalle

Project Type: Office relocation

Project Executive: Mr. Johnny C. Smith

Project Manager: Mr. Tremayne Smith

Project Superintendent: Mr. Calvin Smith

Client Information

Client: Chicago Public Library

Address: 400 S. State St. #10N-11

Client Reference: Mr. Tim Hickey (NAME) | (TITLE) | 312-747-4954 (PHONE NO.)

Architect Information

Architect: NA

Address: NA

Architect Reference: NA (NAME) | NA (TITLE) | NA (PHONE NO.)

Contract Information

Contract Type:

Original Contract Amount: $10,000.00

Final Contract Amount: $10,000.00

Original Completion Schedule: 12/10/09

Actual Completion Schedule: 12/10/09

EXHIBIT G

RELEVANT EXPERIENCE

DESCRIPTION OF RELEVANT EXPERIENCE

Relevant Experience

List no more than three (3) contracts for comparable projects completed in the last five years or currently in-progress. Provide the information in the following format. Include photographs and other standard project information. All information must be clear and legible.

Project Information

Project Name: Relocation of Douglas Library

Project Location: 9501 S. Kingdrive

Project Type: Library Relocation

Project Executive: Mr. Johnny C. Smith

Project Manager: Mr. Tremayne Smith

Project Superintendent: Mr. Calvin Smith

Client Information

Client: Chicago State University

Address: 9501 S. Kingdrive

Client Reference: Ms. Marva Smith (NAME) | (TITLE) | 773-821-2836 (PHONE NO.)

Architect Information

Architect: NA

Address: NA

Architect Reference: NA (NAME) | NA (TITLE) | NA (PHONE NO.)

Contract Information

Contract Type:

Original Contract Amount: $154,000.00

Final Contract Amount: $154,000.00

Original Completion Schedule: 08/31/08

Actual Completion Schedule: 08/31/08

BID DEPOSIT FORM

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

TO: County of Cook

BID FOR: 89th St Facility Warehouse Move

BID DOCUMENT NUMBER: 1423-13327 BID OPENING DATE: 1/3/14

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

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

Drawn on: Bank of America of: Chicago IL
BANK CITY STATE

Draft or Check Number: 0983095 Dated: 1/2/14

Amount: $ 9,405.00

Submitted by: Smith Movers, Inc.
BIDDER'S NAME

7150 S. Halsted
STREET ADDRESS

Chicago IL 60621
CITY STATE ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

1. ( ) HELD: DATE:

2. ( ) MAILED: DATE:

3. ( ) DELIVERED TO: DATE:

4. ( ) BOND SUBSTITUTED: DATE:

5. ( ) BOND MAILED TO: DATE:

SUBCONTRACTOR'S
CERTIFICATION CONCERNING LABOR STANDARDS
AND
PREVAILING WAGE REQUIREMENTS

To (Contractor): Date:_____

Project Number:_____

Project Name:_____

1. The undersigned, having executed a contract with _____
(Contractor)

_____for_____
(Nature of work)

_____in the amount of $_____

in the construction of the above-identified project, certifies that:

(a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)],

(c) No part of the aforementioned contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

3. The workmen will report for duty on or above _____
(date)

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

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

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

NAME	TITLE	ADDRESS

SUBCONTRACTOR:_____

SIGNATURE:_____

DATE:_____

COUNTY OF COOK
AFFIDAVIT OF JOINT VENTURE (MBE/WBE)

CONTRACT TITLE: _____

CONTRACT NUMBER: _____

I. **Name of Joint Venture:**

_____

Address of Joint Venture:

_____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Information:
Phone Number: ( ) _____

Fax Number: ( ) _____

E-Mail Address: _____ @ _____

II. **Identify each (Non) MBE/WBE Joint Venture Partner(s):**

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: ( ) _____

E-Mail Address: _____ @ _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: ( ) _____

E-Mail Address: _____ @ _____

III. Identify each MBE Joint Venture Partner(s)

Firm Name:_____

Address: _____City:_____

County:_____State:_____Zip Code:_____

Contact Person:_____Title:_____

Phone Number: (_____)_____

E-Mail Address: _____@_____

Firm Name:_____

Address: _____City:_____

County:_____State:_____Zip Code:_____

Contact Person:_____Title:_____

Phone Number: (_____)_____

E-Mail Address: _____@_____

Identify each WBE Joint Venture Partner(s)

Firm Name:_____

Address: _____City:_____

County:_____State:_____Zip Code:_____

Contact Person:_____Title:_____

Phone Number: (_____)_____

E-Mail Address: _____@_____

Firm Name:_____

Address: _____City:_____

County:_____State:_____Zip Code:_____

Contact Person:_____Title:_____

Phone Number: (_____)_____

E-Mail Address: _____@_____

IV. Describe the role(s) of each MBE and/or WBE Joint Venture Partner(s) in this Joint Venture: (condense)

MBE/WBE Firm Name:	Role in Joint Venture:

V. Attach a copy of the Joint Venture Agreement:

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

(1) The contributions of capital and equipment;

(2) Work items to be performed by the MBE/WBE's own forces;

(3) Work items to be performed under the supervision of the MBE/WBE Joint Venture Partners;

(4) The commitment of management, supervisory and operative personnel employed by the MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture:

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

Name of (NON) MBE/WBE:_____

(NON) MBE/WBE Ownership Percentage:_____%

Capital Contribution:_____

Name of (NON) MBE/WBE:_____

(NON) MBE/WBE Ownership Percentage:_____%

Total (NON) MBE/WBE Ownership Percentage: _____%

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

Name of MBE:_____

MBE Ownership Percentage:_____%

Name of MBE: _____

MBE Ownership Percentage: _____%

Total MBE Ownership Percentage:_____%

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

Name of WBE:_____

WBE Ownership Percentage: _____%

Name of WBE:_____

WBE Ownership Percentage: _____%

Total WBE Ownership Percentage:_____%

(d). Total Percentage of MBE/WBE Ownership in the Joint Venture: _____%

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

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

_____ $_____

_____ $_____

Total Dollar Amount of Initial Contributions by (NON) MBE/WBE Joint Venture Partner(s)

$_____

(b) Names of MBE/WBE Joint Venture Partner(s) and Dollar Amounts of Initial Contribution:

_____ $_____

_____ $_____

Total Dollar Amount of Initial Contribution by MBE/WBE Joint Venture Partner(s)

$_____

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

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

Name of (Non) MBE/WBE Firm: _____

Types of Equipment/Supplies: _____

_____

Name of (Non) MBE/WBE Firm: _____

Type of Equipment/Supplies: _____

_____

Name of MBE/WBE Firm: _____

Type of Equipment/Supplies: _____

_____

Name of MBE/WBE Firm: _____

Type of Equipment/Supplies: _____

_____

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

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

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

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

X. Control of and Participation in the Joint Venture:

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

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

Firm Name:	Individual Name/Title

(b) Joint Venture check signing:

Firm Name:	Individual Name/Title

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

Firm Name:	Individual Name/Title

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

Firm Name:	Individual Name/Title

(e) Negotiating and signing labor agreements:

Firm Name:	Individual Name/Title

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

1. Supervision of Field Operations:

Firm Name: _____ Individual Name/Title _____

2. Major Purchases:

Firm Name: _____ Individual Name/Title _____

3. Estimating:

Firm Name: _____ Individual Name/Title _____

4. Engineering:

Firm Name: _____ Individual Name/Title _____

XI. Financial Controls of the Joint Venture:

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

Firm Name: _____ Individual Name/Title _____

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

Firm Name: _____ Individual Name/Title _____

Dollar amount of compensation: $ _____

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

Trade	(Non) MBE/WBE (Number)	MBE/WBE (Number)	Joint Venture (Name)

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each Joint Venture Partner in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual Joint Venture work and the payment therefore and any proposed changes in any provisions of the Joint Venture Agreement and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venture Partner relevant to the Joint Venture by authorized representatives of the County or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note If after filing this Affidavit and before completion on the Joint Venture work on the project, there is any change in the information submitted, the Joint Venture must inform the Director of the Office of Contract Compliance of the County of Cook within ten business days of any such change.

_____	_____
Name of MBE/WBE Partner Firm	Name of (NON) MBE/WBE Partner Firm
_____	_____
Name and Title of Affiant	Name and Title of Affiant
_____	_____
Signature of Affiant	Signature of Affiant

On this _____day of _____, 20____, the above signed officers

_____

(Names of Affiants)

personally appeared and known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Signature of Notary Public

My Commission Expires:_____/_____/_____

STATUS REPORT OF PAYMENTS TO MBE/WBE PARTICIPANTS

Contract Title: _____

Contract Number: _____ Date: ____/____/____

STATE OF: _____ **COUNTY OF:** _____

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title-Print or Type)

and duly authorized representative of _____
(Name of Company-Print or Type)

_____ _____
(Address of Company) **(Telephone Number)**

and that the following Minority and Women Business Enterprises (MBE/WBEs) have executed Letters of Intent and have performed services or provided supplies on the above referenced contract; and there is due and to become due them, respectively the amounts set opposite their names for services/supplies as stated; and that this a true and complete statement of all such MBE/WBEs and of the amounts paid, due and to become due to them:

MBE/WBE NAME	AMOUNT OF CONTRACT	AMOUNT PURCHASED	AMOUNT PAID TO DATE
	$	$	$
	$	$	$
	$	$	$
	$	$	$
	$	$	$

Total amount of contract: $_____

Total amount paid to Prime Contractor to date: $_____

Total amount purchased from MBEs to date: $_____

Total amount paid to MBEs to date: $_____

Total amount purchased from WBEs to date: $_____

Total amount paid to WBEs to date: $_____

STATUS REPORT OF PAYMENTS TO MBE/WBE PARTICIPANTS

Contract Title: _____

Contract Number: _____

UPON PENALTY OF PERJURY I AFFIRM THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE PRIME CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Bidder: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County of _____

This instrument was acknowledged before me on _____/_____/_____**(date)**

_____ **(name/s of person/s)**

as _____(type of authority, e.g., officer, trustee, etc.)

of _____(name of party on behalf of whom instrument

was executed).

_____
Signature of Notary Public **(Seal)**

RETURN THIS FORM TO:

Director
Office of Contract Compliance
Cook County Government
118 North Clark Street, Room 1020
Chicago, Illinois 60602

MF-4a

SUBCONTRACTOR/SUPPLIER MONTHLY PARTICIPATION PAYMENT REPORT

Contract Title: _____

Contract Number: _____

Date: _____

Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone Number: _____

Fax Number: _____ e-mail address: _____

Prime Contractor: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone Number: _____

Fax Number: _____ e-mail address: _____

Amount of Prime Contract: $_____

Amount of Subcontract: $_____

Description of Service/Supply: _____

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

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

RETURN THIS FORM TO:

Director
Office of Contract Compliance
Cook County Government
118 North Clark Street, Room 1020
Chicago, Illinois 60602

MF-5

SMITH-3 OP ID: GK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/13/2014

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

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

PRODUCER
EUGENE BENES & CO., INC.
41 W. ROOSEVELT ROAD
VILLA PARK, IL 60181
William P. Benes

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TransGuard Ins Co of America	28886
INSURER B : N.C.C.I. Illinois	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Smith Movers Inc
7150 S Halsted St.
Chicago, IL 60621

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X	X	TCP 0000248-01	08/16/2013	08/16/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		X	TCP 0000248-01	08/16/2013	08/16/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25000			BINDER	01/13/2014	08/16/2014	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC-12-87-022675-00	09/24/2013	09/24/2014	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	CARGO LIABILITY			TCP 0000248-01	08/16/2013	08/16/2014	ANY1LOSS	$50,000 *
A	CARGO LIABILITY			TCP 0000248-01	08/16/2013	08/16/2014	AGGREGATE	$100,000 *

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

* The amount of Cargo coverage applicable to any one shipper is limited to the amount shown on the bill of lading up to the policy limits.**Johnny Smith is excluded under the worker's compensation coverage. Additional insureds: Cook County, its officials, employees and agent. Insurance is primary and non-contributory. Waiver of subrogation applies..

CERTIFICATE HOLDER

COOKCOU

The Cook County Department of
Risk Management
69 W. Washington
Chicago, IL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

William P Benes

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PROPOSAL EXECUTION FORMS

PROPOSAL

CONTRACT FOR WORK

CONTRACT DOCUMENT No. 1423-13327

Proposal Submitted By:

Smith Movers, Inc.

7150 S. Halsted

Chicago, IL 60621

To: The County of Cook **PROPOSALBASIS OF AWARD**

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

Move for the Clerk of the Circuit Court to the Cicero Records Center

as well as the premises and the conditions affecting the Work, the undersigned hereby agrees(s) to furnish all labor, materials, equipment, machinery, apparatus, implements for the Work,within the specified time period, in accordance with the Contract Documents, as noted, for the Basis of Award sum (see page PE-3) of:

Nine hundred forty thousand and five hundred

DOLLARS ($940,500.00)

Amount to be shown in both words and figures

UNIT COSTS

Unit cost schedules, the forms PE-4 and PE-5 for which are included in Volume 1, must be completed and submitted with the bid or the bid will be rejected. No bid qualifications may be made or the bid will be rejected.

BID DUE DATE

Bids are to be received no later than 10:00 AM on the date specified in the Legal Notice in the box at the Procurement Office, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No. 1 Date: 12/24/13

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

BID DEPOSIT

The Bid Deposit in the amount of: Nine thousand four hundred and five

DOLLARS ($ 9,405.00)

is enclosed herewith in accordance with County requirements

COMPLETION TIME

Relocation of all record boxes from the 89th Street warehouse shall be complete by March 21,2014. Refer to specifications for specifics.

BID BREAKDOWN Contract No. 1423-13327

Volumes 1 and 2 of the Project Manual apply to bid below.
The requirements of the Advertisement for Bids, the Instructions to Bidders, and Conditions of the Contract, all Proposal and Miscellaneous Forms, Forms supplementary to Proposal, and Specifications and Drawings for the Work are hereby incorporated by reference into the following Base Bid Breakdown. The Contractor shall provide a breakdown of each Base Bid Sum into the following categories and expand them as necessary to include items not otherwise listed but indicated in the contract documents:

I	**BASE BID**				
A.	**Allowances**				
1	Storage-in-Transit				
2	Long Carry Charges				
3	Impracticable Operations	$10,000.00			
Subtotal for I - A, items 1 through 3					**$10,000.00**

B.	**Work Scope**	Unit Price	Quantity	Extended Price	Subtotal
1	Inventory and Project Management	$30,000.00	1	$30,000.00	
2	Moving, labeling, and placement of miscellaneous (excluding Record boxes)	$35,000.0	1	$35,000.0	
3	Provide 16" record box and lid per specification, labeling with zebra label, entering data into Insight, and transferring records from old box and moving the box to the Cicero Records Center. Include all labor, transit, and material.	$780,500.00	135,000	$780,500.00	
4	Valuation/ Protection	$10,000.00	1	$10,000.00	
5	Accessorial Charges	$10,000.00	1	$10,000.00	
6	Appliance/ Equipment Service	$15,000.00	1	$15,000.00	
7	Advanced Charges	$15,000.00	1	$15,000.00	
8	Guaranteed Pick-up & Delivery	$5,000.00	1	$5,000.00	
9	Line Haul Charges	$10,000.00	1	$10,000.00	
10	Cicero Records Center Handling, Input and Training	$20,000.00	1	$20,000.00	
Subtotal for I - B, items 1 through 10				930,500.00	$930,500.00

I	**BASE BID**	**Sum of items I - A and I - B**			$940,500.00

SERVICES AND SYSTEM COMPONENTS - UNIT PRICES

In the event that, during the progress of the Work:

1. Conditions are encountered that could not be reasonably foreseen and are not due to the Contractor's negligence in fulfilling the requirements of the Contract Documents.

2. And/or changes are made by the direction of the Project Director in the amount of work to be executed as required by the Contract Documents; this shall include, but not be limited to, the cost of moving additional record boxes.

3. And if such change constitutes a deviation from the services, materials, or quantities agreed upon for the Work, the Bidder proposes and agrees:

   a. That if said changes involve additions to the Work, above and beyond that required by the Contract Documents, he/she will supply all materials, labor, and services to perform such additional Work and will accept remuneration for such materials, labor, and services in accordance with the following unit prices as bid.

   b. That if said changes involve deductions from the Work for the specified unit prices, the Bidder agrees to make no claim against the Owner for damages; or for loss of anticipated profits on account of deductions occasioned by such changes; or by omission of any services for, or items of, the required work.

4. Unit prices shall include all Work complete, including material, freight, installation, overhead, profit, insurance, bond, all general and other expenses.

5. Unit prices shall be applicable during the entire Contract period, and shall be applicable without exception either as an add or a deduct.

6. Unit prices shall be guaranteed for a period of one year from the date of Final Completion.

7. Changes shall be duly authorized by the County and processed in accordance with the Contract Documents.

8. Unit prices shall be one of the components used to evaluate the total bid sum and its competitiveness. Where unit prices are determined to be unreasonable by the Director, said unit prices will be rejected. The Owner reserves the right to negotiate all unit prices.

9. Following is a listing of unit prices required. Bidder shall supplement the list as necessary to reflect any additional components of his/her system and services.

The bidder shall provide a unit cost of the categories noted below. The requirements of the Advertisement for Bids, the Instructions to Bidders, Conditions of the Contract, all Proposal and Miscellaneous Forms, Forms supplementary to Proposal, and Specifications and Drawings for the Work are hereby incorporated by reference into the following Unit Price Breakdown.

Contract No. 1423-13327 UNIT PRICES

No.	Item	Unit	Unit Price
1	Additional Labor - Driver (Price per Hour)	EA	$50.00
2	Additional Labor - Loading/Unloading (Price per Hour)	EA	$40.00
3	Additional Labor - Project Management (Price per Hour)	EA	$50.00
4	Add or deduct of Use of Fleet - 52' Trailer (Price per Mile)		$1.00
5	Add or deduct of Use of Fleet - Box Truck (Price per Mile)		$.75
6	Add or deduct of Use of Fleet - Van (Price per Mile)		$.75
7	Relocating additional 40"x48" wood pallet to Cicero Records Center, including providing pallet, transferring records to new boxes, labeling with zebra label, loading and unloading 48 boxes,wrapping with shrink wrap as required for move and entering data into Insight with new location data. Include all labor, transit, and material.	EA	$175.00

PROPOSAL AGREEMENTS

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

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

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

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

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

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CONTRACTOR'S
CERTIFICATE CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS

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

Date: 1423-13327

Project Number: 1423-13327

Project Name: 89th St. Facility Warehouse Move

---

1. The undersigned, having executed a Contract with the County of Cook for the construction of the above-identified project, acknowledges that:

   (a) The Labor Standard provisions are included in the aforesaid Contract;

   (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

   (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest, is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5(29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C.276a-2(a)]

   (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

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

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

NAME	TITLE	ADDRESS
Johnny C. Smith	President	119 W. 117th St.

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

NAME	ADDRESS	NATURE OF INTEREST
NA	NA	NA

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

NAME	ADDRESS	TRADE CLASSIFICATION
NA	NA	NA

CONTRACTOR: Smith Movers, Inc.

SIGNATURE: Johnny C. Smith

DATE: 12/28/13

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MBE/WBE Utilization Plan

Have the MBE and WBE Project Specific Goals been met as stated in the bid documents?
__x_____Yes _____No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve MBE or WBE participation for each Goal not met.

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

Disclosure of MBE and WBE Participation
(Please duplicate as needed)

Name of MBE/WBE Subcontractor/Supplier: Smith Movers, Inc.

Contact Person: Johnny C. Smith Title: President

Address: 7150 S. Halsted

E mail: jsmith@smithmoversinc.com Telephone No: 773-874-1616

Amount of Subcontract: $ 846,4500.00

Percentage of the total base bid: 90 %

Description of the work: Total project completion

Name of MBE/WBE Subcontractor/Supplier: Hancock Perry Consulting

Contact Person: Ms. Betty Hancock Perry Title: President

Address: 8816 S. Calumet

E mail: bettyhancockperry@yahoo.com Telephone No: 773-750-6501

Amount of Subcontract: $ 94,050.00

Percentage of the total base bid: 10 %

Description of the work: Contract monitoring, consulting

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

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: $ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason MBE or WBE was not used: _____

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: $ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason MBE or WBE was not used: _____

Name of non-certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Amount of Subcontract: $ _____

Percentage of the total base bid: _____ %

Description of the work: _____

Reason MBE or WBE was not used: _____

MBE/WBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific MBE or WBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain MBE/WBE participation in addition to the items listed below, attach a detailed written explanation.

CHECKED BY BIDDER IF COMPLETED

____ Identified portions of the project work capable of performance by available MBEs and WBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Bidder could perform those scopes with its own forces.

____ Solicited through reasonable and available means (e.g., written notices, advertisements) MBEs and WBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.

____ Negotiated in good faith with interested MBEs and WBEs that submitted bids and thoroughly investigated their capabilities.

____ Made efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

____ Utilized resources available to identify available MBEs and WBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups; local, state and federal; and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

Good Faith Efforts Contacts Log for Soliciting
MBE/WBE Subcontractor or Supplier Participation
(Please duplicate as needed)

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of MBE/WBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of MBE/WBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

Name of MBE/WBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

E mail: _____ Telephone No: _____

Date of contact: _____ Method of contact: _____

Scope of work solicited: _____

Reason agreement was not reached: _____

COOK COUNTY GOVERNMENT
LETTER OF INTENT

M/WBE Firm: Smith Movers, Inc.

Address: 7150 S. Halsted St.

City/State: Chicago/IL Zip 60621

Phone: 773-874-1616 Fax: 773-874-9748

Email: jsmith@smithmoversinc.com

Certifying Agency: County of Cook

Certification Expiration Date: 9/18/14

FEIN #: 36-2821480

Contact Person: Johnny C. Smith

Contract #: 1423-13327

Participation: [X] 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:

Commercial Relocation services

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

90%, sixty days

(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.

Signature (*M/WBE*)	Signature (*Prime Bidder/Proposer*)
Johnny C. Smith	Johnny C. Smith
Print Name	Print Name
Smith Movers, Inc.	Smith Movers, Inc.
Firm Name	Firm Name
1/2/14	1/2/14
Date	Date

Subscribed and sworn before me this 2nd day of, 20 14.

Notary Public _____

SEAL

Subscribed and sworn before me this 2nd day of, 20 14.

Notary Public _____

SEAL

OFFICIAL SEAL
LYNETTE HILL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/21/16

TONI PRECKWINKLE
PRESIDENT
Cook County Board of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DOODY GORMAN
17th District

OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR
118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

September 18, 2013

Mr. Johnny Smith, President
Smith Movers, Inc.
7150 S. Halsted Street
Chicago, IL 60621

Annual Certification Expires: September 18, 2014

Dear Mr. Smith,

Congratulations on your continued eligibility for Certification as a **MBE** by Cook County Government. This **MBE** Certification is valid until **September 18, 2014.**

As a condition of continued Certification, you must file a "**Re-Certification Affidavit**" within **sixty (60) business days** prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any changes in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

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

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the areas of specialty:

Transportation: Residential and Commercial Relocation Services

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

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

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/pgb

COOK COUNTY GOVERNMENT
LETTER OF INTENT

M/WBE Firm: West Fuels, Inc.
Address: 82 S. LaGrange Rd. #201
City/State: LaGrange Zip IL, 60525
Phone: 708-588-1900 Fax: 708-588-8289
Email: customerservice@westfuels.com

Certifying Agency: City of Chicago
Certification Expiration Date: 2/1/17
FEIN #: 36-3755226
Contact Person: Amy Ziegler
Contract #: 1423-13327

Participation: [ ] Direct [X] Indirect

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

[X] 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:

Supply and deliver fuel directly into trucks

Indicate the Dollar Amount or Percentage, and the Terms of Payment for the above-described Commodities/ Services: $94,050.00
~~60%, sixty days~~
10% of contract value. Terms: COD, market price fluctuates daily
Delivered current price is $5.97/gal as of 1/16/14 (including taxes)
(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.

Signature (M/WBE)	Signature (Prime Bidder/Proposer)
Deborah Stange	Johnny C. Smith
Print Name	Print Name
West Fuels, Inc.	Smith Movers, Inc.
Firm Name	Firm Name
1/30/14	1/30/14
Date	Date

Subscribed and sworn before me
this 30 day of, 20 January, 2014
Notary Public Maria Batchelor
SEAL

OFFICIAL SEAL
MARIA BATCHELOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 08/15/2016

Subscribed and sworn before me
this 30 day of, 20 JAN. 2014
Notary Public
SEAL

OFFICIAL SEAL
SAUNDRA DIXON
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/15/16

DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 15 2013

Deborah L. Stange
West Fuels, Inc., DBA West Fuels, Inc.
82 S. LaGrange Road, Suite #201
LaGrange, IL 60525

Annual Certificate Expires: February 1, 2014

Dear Deborah Stange:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **February 1, 2017**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **December 1, 2013**.

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

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

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

APR 15 2013

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

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

NAICS 424720	**Petroleum and Petroleum Products Merchant Wholesalers (except bulk stations, terminals)**
NAICS 484220	**Specialized Freight (except Used Goods) Trucking, Local**

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,

Jamie L. Rhee
Chief Procurement Officer

JLR/sl

Cook County Government
M/WBE Certification
Reciprocal Affidavit

Firm Name West Fuels, Inc. Contract #

Address 82 S. LaGrange Rd. #201 City LaGrange

County Cook State IL Zip 60525

Phone 708-588-1900 Email dstange@westfuels.com

I Deborah Stange, President
(Print Name) (Print Title)

of West Fuels, Inc. do hereby affirm:
(Name of Firm)

1. West Fuels, Inc. is a Minority and/or Women Business Enterprise
(Name of Firm)
currently certified by the City of Chicago as:

☐ Black ☐ Hispanic ☐ Asian ☐ Native-American ☐ Other ☑ Woman

2. With respect to West Fuels, Inc., the personal net worth of the qualifying
(Name of Firm)
(51%) individual(s) 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, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, 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.)

3. The average annual gross receipts of West Fuels, Inc.,
(Name of Firm)
as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121.

Upon penalty of perjury, I Deborah Stange affirm that, to the best of my
(Print Name)

knowledge and belief, the information herein is true and accurate.

Signature Deborah Stange *Title* President *Date* 1/27/14

Subscribed and sworn to before me this 27th day of January / 2014
(Month) (Year)

(Notary's Signature)

Notary's Seal

OFFICIAL SEAL
MARIA BATCHELOR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/15/2016

My Commission Expires 6/15/2016

Revised 2/21/2013

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 actof bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.;*

3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;

4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.;*

5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;

6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;

7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through(6) above.

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

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

B. BID-RIGGING OR BID ROTATING

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

C. **DRUG FREE WORKPLACE ACT**

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

D. **DELINQUENCY IN PAYMENT OF TAXES**

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

E. **HUMAN RIGHTS ORDINANCE**

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

F. **ILLINOIS HUMAN RIGHTS ACT**

***THE UNDERSIGNED HEREBY CERTIFIES THAT:** It is in compliance with the 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 Section501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);

2) Community Development Block Grants;

3) President's Office of Employment Training;

4) Sheriff's Work Alternative Program; and

5) Department of Correction inmates.

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name	Address
NA	NA

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

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

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

Yes: X _____ No: _____

b) If yes, list business address(es) within Cook County:
7150 S. Halsted St. Chicago, IL 60621

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

Yes: X _____ No: _____

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

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

_____ Applicant has no "Substantial Owner."

OR

x The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): 20-29-207-039-0000

_____

_____

(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:

NA

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

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

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

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

This Statement is an: [✓] Original Statement or [ ] Amended Statement

Identifying Information:

Name Smith Movers, Inc. D/B/A: _____ EIN NO.: 36-2821480

Street Address: 7150 S. Halsted St.

City: Chicago State: IL Zip Code: 60621

Phone No.: 773-874-1616

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [X] Corporation [ ] Trustee of Land Trust

[ ] Business Trust [ ] Estate [ ] Association [ ] Joint Venture

[ ] Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
Johnny C. Smith	7150 S. Halsted	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
NA	NA	NA

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
NA	NA	NA	NA

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.

Johnny C. Smith
Name of Authorized Applicant/Holder Representative (print or type)

President
Title

Johnny C. Smith
Signature

1/2/14
Date

jsmith@smithmoversinc.com
E-mail address

773-874-1616
Phone Number

Subscribed to and sworn before me
this 2nd day of Jan, 20 14

My commission expires: 2.21.14

X
Notary Public Signature

Notary Seal

OFFICIAL SEAL
LYNETTE HILL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/21/16

PE 11f

COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304
312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of $100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note*: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note*: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: **http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf**

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Johnny C. Smith Title: President

Business Entity Name: _____ Phone: 773-874-1616

Business Entity Address: 7150 S. Halsted

_____ 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.	NA	NA	NA
2.			
3.			
4.			
5.			

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

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

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

Johnny C. Smith — Owner/Employee's Signature

1/2/14 — Date

Subscribe and sworn before me this 2nd Day of January, 2014

a Notary Public in and for Cook County

(Signature)

NOTARY PUBLIC SEAL

My Commission expires 2.21.16

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

OFFICIAL SEAL
LYNETTE HILL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/21/16

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

FEIN/SSN:_____

COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____Day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

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

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____ FEIN/SSN:_____

*COOK COUNTY BUSINESS REGISTRATION NUMBER:_____

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

*BY: _____

Date:_____

Subscribed to and sworn before me this

_____Day of _____, 20___.

My commission expires:

X_____ _____

Notary Public Signature Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME:_____

BUSINESS ADDRESS:_____

BUSINESS TELEPHONE:_____ FAX NUMBER:_____

CONTACT PERSON:_____

FEIN:_____ * CORPORATE FILE NUMBER:_____

MANAGING MEMBER:_____ MANAGING MEMBER:_____

**SIGNATURE OF MANAGER: _____

ATTEST:_____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X_____ _____

Notary Public Signature Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Smith Movers, Inc.

BUSINESS ADDRESS: 7150 S. Halsted St. Chicago, IL 60621

7150 S. Halsted St. Chicago, IL 60621

BUSINESS TELEPHONE: 773-874-1616 FAX NUMBER: 773-874-9748

CONTACT PERSON: Johnny C. Smith

FEIN: 36-2821480 *IL CORPORATE FILE NUMBER: 50507521

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Johnny C. Smith VICE PRESIDENT: _____

SECRETARY: Johnny C. Smith TREASURER: _____

**SIGNATURE OF PRESIDENT: Johnny C. Smith

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this

2nd day of January, 2014

My commission expires: 2.21.16

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.**

OFFICIAL SEAL
LYNETTE HILL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/21/16

CONTRACT FOR WORK
DOCUMENT NO. 1423-13327

89th STREET FACILITY WAREHOUSE MOVE

CLERK OF THE CIRCUIT COURT RECORDS CENTER MOVE/ RELOCATION TO CICERO RECORDS CENTER

Issued for Bid

VOLUME 2
TECHNICAL SPECIFICATIONS

BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 19 2014

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

COM_____

PREPARED BY:
COOK COUNTY IN CONSULTATION WITH TILTON, KELLY + BELL, LLC

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

COOK COUNTY ILLINOIS – CONTRACT FOR WORK DOCUMENT NO. 1423-13327
Clerk of the Circuit Court Move/Relocation to Cicero Records Center
TKB No. 42044

Issued for Bid

VOLUME 2 – SPECIFICATIONS

TABLE OF CONTENTS

DIVISION 1 –GENERAL REQUIREMENTS

Section 011000	Summary
Section 012100	Allowances
Section 012200	Unit Prices
Section 012600	Contract Modification Procedures
Section 012900	Payment Procedures
Section 013100	Project Management and Coordination
Section 013200	Relocation Progress Documentation
Section 014000	Quality Requirements
Section 014200	References
Section 016000	Product Requirements
Section 017300	Execution
Section 017419	Waste Management and Disposal
Section 017700	Closeout Procedures

DIVISIONS 2 to 33 – NOT USED

DIVISION 34 – RELOCATION

Section 340000	Moving and Relocation

APPENDICES

Appendix 1:	Move/ Relocation Matrix & Summary
Appendix 2:	Boxes Specifications
Appendix 3: :	Cicero Records Center, Concept Layout
Appendix 4: :	Cicero Records Center, Section Detail

END VOLUME 2

COOK COUNTY ILLINOIS – CONTRACT FOR WORK DOCUMENT NO. 1423-13327
Clerk of the Circuit Court Move/Relocation to Cicero Records Center
TKB No. 42044

Issued for Bid

PART 1 - SECTION 011000

SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The focus of this project is to centralize services for the Clerk of the Circuit Courts from the 1120 E. 89th Street Warehouse Facility to a new Records Center located at 1330 S. 54th Avenue, Cicero, IL. The Contractor will be required to survey the location, verify the quantities and sizes of the materials being relocated, and provide project management for the move. The Contractor will work with the Owner and Clerk of the Circuit Courts' designated representative in planning the logistics of the move. It will require integration into the Clerk's Office automatic records tracking system in the software OnBase warehouse management system. It will require the Contractor to re-box all records, and individually tag file boxes with tracking identification tags, with three unique reference tags per box. Tags will be printed by the Clerk of the Circuit Courts and supplied to the Contractor for placement; there will three per box. The boxes will be stored on a three-level racking system within the Cicero Records Center, with material lifts provided by the Contractor and staircases. It will also require the relocation of employees' personal contents.

The work includes relocation of 135,000 boxed legal files (record boxes) stored in 16" boxes from 1120 E. 89th Street . The boxes shall be provided by the Contractor. The work requires that the Contractor provide new boxes as specified for all file storage and re-box all files into new boxes prior to placement on the racking.

This work will begin upon County Board approval of this contract and issuance of a Notice to Proceed which will follow shortly thereafter.

Items from the 89th Street location are currently stored on 40" x 48" pallets and shall be re-boxed, verified and moved to the new facility, and shrink wrapped for protection by the Contractor. The 89th Street move will be segmented into two parts: the initial move requiring re-boxing, tagging, tracking, and moving palletized records into the Cicero Records Center for temporary staging in designated pallet floor storage locations as specified by the Owner. This work has a ~~March 21, 2014~~ deadline, but it is the preference of the Clerk to complete it as soon as possible. If racking installation is complete, records can go directly onto the racking.

S.S. April 25, 2014

Phase 2, the second segment of the work, will require the application of Cicero location tags to the boxes moved from the 89th Street Warehouse (if not already provided in the first segment of work), tracking, and relocating boxes of records to designated areas within the three tier racking system. Phase 2 Work includes all scanning into OnBase system. This does not include data entry.

Individual boxes shall be available upon Clerk's Office request in not less than (8) eight hours. The Contractor will be required to provide all equipment, materials, and personnel necessary to re-box, tag, pack, track, move, and place items at the Cicero Records Center.

A. Section includes:

1. Project information Chart.
2. Project information
3. Work covered by Contract Documents.
4. Phased boxing.
5. Work by Owner.
6. Owner-furnished products.
7. Access to site(s).
8. Coordination with occupants.
9. Work restrictions.
10. Specification and drawing conventions.

B. Related Section:

1.3 PROJECT INFORMATION CHART

A. See Attached

1.4 PROJECT INFORMATION

A. Project Identification: Cook County Cicero Records Center.
   1. Project Location: 1330 S. 54th Street, Cicero, IL.

B. Owner: Cook County Illinois, 69 W. Washington St., Chicago, IL 60602
   1. Program Executive, Jessica Caffrey, Cook County Office of Capital Planning and Policy, tel. 312-603-0329.

C. Architect: Tilton, Kelly + Bell LLC, tel. 312-447-3100

D. Existing location included in the Base Bid:

   1. 89th Street Facility – 1120 E. 89th Street, Chicago, IL 60619

E. Other Owner Consultants: Other consultants as determined by the County during the course of the work, including, but not limited to the design-build firm the Opus Group completing construction at the Cicero Records Center.

1.5 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project is defined by the Contract Documents and consists of but is not limited to the following:

1. The inventory, re-boxing, packaging, relocation, labeling, tracking, and placement of boxed records (16") from the aforementioned location within Cook County to the Cicero Records Center, including pallets for all items from the 89th Street Facility.
2. The inventory, packaging, labeling, tracking, relocation, and placement of palletized goods, palletized paper, and palletized office supplies.
3. The inventory, packaging, labeling, tracking, relocation, and placement of miscellaneous office supplies:
4. The relocation, labeling, and tracking of all employee personal items, books, files, ladders, file carts, etc. but NO furniture or computers, copiers, printers, or faxes. Employee personal items shall be located within employee work areas for unpacking by Clerk's staff.
    a. All computers, copiers, printers, faxes, phones, and existing electrical equipment will be disconnected and reconnected at Cicero Records Center by Cook County.
5. Overtime hours as required for the move from locations not allowing daytime access.
6. Sufficient manpower to complete the move within the schedule specified.
7. Provide sufficient warehouse equipment (forklifts, ladders, etc.) in appropriate types for the placement from each location and into each storage system.
8. The Clerk of the Circuit Court will supply the following for the Contractor's use during the project. All additional equipment, if required to complete the work, will be the Contractor's responsibility:
    a. 70 HP8300 Elite CMT Windows 7 with 70 20" monitors
    b. 10 Network LaserJet Printer HP
    c. 20 Zebra Z Series ZM 400 Network capable
    d. 20 VTrak scanners
    e. 20 Honeywell 3800R
    f. 5 Fujitsu FI 6670A

B. Type of Contract
1. Inventory, relocation, re-boxing, packaging, labeling, tracking, and placement will be completed under a single lump sum contract.

1.6 PHASED RELOCATION

A. Phasing of the Move by Priority Location

1. The Owner will provide written guidelines for the 89th Street Facility.

B. Coordination Meetings

1. Schedule meetings prior to commencing work to discuss operations, questions, requirements, time frame:

   a. Kick off meeting including Owner, Clerk's Office representative, and Owner's site representative from 89th Street location.

   b. Location meetings including Owner, Clerk's Office representative, Clerk of the Circuit Courts' site representative(s) at 89th Street location and/or Cicero location.

   c. Coordination meeting including Owner, Clerk of the Circuit Court's representative, Clerk's Office site representative(s) from all locations, and Project Director to review Contractor's schedule, scope of work, questions, requirements.

   d. Notice to proceed meeting including Owner and Contractor.

   e. Coordination meetings shall be scheduled at a minimum (2) two days prior to meeting date or as necessary

   f. Response: Allow (5) days for comments to be returned from Owner and/or Owner's representative.

C. Before commencing Work submit an updated copy of the relocation schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel and storage for phasing of the Work.

D. Include in the relocation schedule ten business days before the start and ten business days before each phase for relocation, mobilization, cleaning, staging and any other related necessary activities, including respective preparation as listed above.

E. Coordinate all activities and preparation for the sequencing with the Owner. Notify the Owner in a timely manner about any conflicts, discrepancies and unforeseen conditions that may negatively impact the project schedule and proceed only according to his written directions/ approval.

1.7 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

1.8 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts, including but not limited to, construction and new furniture installation.

1.9 ACCESS TO SITES

A. General: Contractor shall have limited access to Project sites for operations as indicated by the requirements within this Section.

B. Ongoing occupancy: The access to the location from which items will be relocated shall be coordinated with the facility. This information shall be documented and provided with the relocation schedules. Cook County storage will be maintained on the site throughout the construction period, and must be access throughout the relocation schedule.

1. Driveways, Walkways and Entrances: Keep driveways, loading areas and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
   a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
   c. Park in the areas designated by the Owner.

C. Condition of Buildings: Provide all means necessary to protect existing construction during the relocation. Repair or pay for damage caused by relocation operations as required by Owner.

1.10 COORDINATION WITH OCCUPANTS

A. Partial Owner Occupancy: Clerk's Office will occupy each of the premises during entire relocation period. Cooperate with Owner and the Clerk's Office during relocation operations to minimize conflicts and facilitate Clerk's Office usage. Perform the Work so as not to interfere with the Clerk's Office operations. Maintain existing exits unless otherwise indicated.
   1. Provide not less than 72 hours' notice to Owner of activities that will affect Clerk's Office operations.

B. Owner Limited Occupancy of Completed Areas of Construction: Owner and the Clerk's Office reserve the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
   1. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.11 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
   2. No vehicles may operate inside buildings unless battery powered.
   3. Comply with limitations on use of Cook County facilities including, but not limited to relative hours of access and security.

B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to the Clerk's Office occupancy with Owner.
   1. Notify Owner not less than two days in advance of proposed disruptive operations.
   2. Obtain Owner's written permission before proceeding with disruptive operations.

C. Nonsmoking Building: Smoking is not permitted within any County building or within 25 feet of entrances, operable windows, or outdoor air intakes.

D. Controlled Substances: Use of tobacco products and other controlled substances within the existing building on the Project site is not permitted.

E. Employee Screening and Identification:
   1. Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
   2. Employee Screening: Comply with Owner's requirements shown in Volume 1 of the Specifications.
   3. Employee History: There shall be no personnel who have been convicted of a local, state or federal crime. Provide verification of clearance by all employees with access to project locations or items to be moved.

1.12 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.
   1. Certain items are specified in the Contract Documents by allowances. Allowances have been established for potential conditions when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
   1. Lump-sum allowances which will be deducted by Change Order if unused.

1.3 USE OF ALLOWANCE

A. At the earliest practical date after award of the Contract, notify Owner of the need to implement allowance items

B. For each allowance provide a complete cost breakdown of the required work including materials and labor. Include information and recommendations that are relevant to performing the Work.

C. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.4 SUBMITTALS

A. Make available upon request and/or submit at project completion: time sheets and other documentation to document labor time and cost for items included as part of the allowance.

B. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

PART 2 - SCHEDULE OF ALLOWANCES

2.1 Allowances shall include material cost, receiving, storage, handling, labor and/or installation and Contractor overhead and profit.

A. Allowance No. 1: Impracticable Operations - $10,000.00.

SECTION 012200

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY: Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

A. Unit price is a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

PART 2 - PRODUCTS

2.1 Printed Record Storage Cartons meeting 48 Edge Crush Test (ECT). Include quantities required and a unit cost for additional scope.

Item 1: 12" X 16" x 10-1/4" boxes as specified in Appendix 2. Provide a unit cost.

2.2 General requirements for all boxes

A. Vendor shall be responsible for creating all artwork on boxes. Artwork charges shall be included in bid price.

B. Printed scannable barcoded labels, permanently affixed, shall be provided for all file boxes.

C. Proof samples of artwork for file boxes, labels, and each box type shall be submitted to Owner for approval prior to order.

D. Contractor shall verify quantities and all requirements (including dimensions) for all box types and the contract will be adjusted for actual requirements based upon unit prices.

PART 3 EXECUTION

3.1 SCHEDULE OF UNIT PRICES: Unit prices will be as proposed in the bid form in Volume One of the Specifications.

END OF SECTION 012200

SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections:

1. Volume 1 of the Project Manual – all provisions take precedence if any discrepancies with the content of Volume 2.
2. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Owner will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Owner's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Specifications.

1. Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
c. Include costs of labor and supervision directly attributable to the change.
d. Include an updated Contractor's work schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
e. Quotation Form: Use an Owner-provided form or CSI Form 13.6B "Proposal Worksheet Summary" and 13.6C "Proposal Worksheet Detail".

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's work schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
7. Proposal Request Form: Use an Owner-provided form or CSI Form 13.6A "Change Order Request (Proposal)" with attachments CSI Form 13.6B "Proposal Worksheet Summary" and 13.6C "Proposal Worksheet Detail".

1.5 ADMINISTRATIVE CHANGE ORDERS

A. Allowance Adjustment: Refer to Division 01 Section "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit Price Adjustment: Refer to Division 01 Section "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit price work.

1.6 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor on an Owner-provided form.

1.7 WORK CHANGE DIRECTIVE

A. Work Change Directive: Owner may issue a Work Change Directive on an Owner-provided form. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 **PRODUCTS (Not Used)**

PART 3 **EXECUTION (Not Used)**

END OF SECTION 012600

Issued for Bid

SECTION 012900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including Volume 1 General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:

1. Volume 1 of the Project Manual – all provisions take precedence if any discrepancies with the content of Volume 2.
2. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
3. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
4. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's work schedule.

1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.

c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
3. Sub-schedules for Sequential Work: Provide sub-schedules showing values correlated with each phase of payment.
4. Sub-schedules for Separate Elements of Work: Where the Contractor's work schedule defines separate elements of the Work, provide sub-schedules showing values correlated with each element.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Owner.
   c. Owner's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange schedule of values consistent with format of AIA Document G703.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.

   a. Include separate line items under Contractor and principal subcontracts for other project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet used.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary storage and other major cost items that are not direct cost of actual work may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Work Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Owner and paid for by Owner.

   1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Times: Progress payments shall be submitted to Owner by the 20th day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

   1. Submit draft copy of Application for Payment seven days prior to due date for review by Owner.

D. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment and Contractor's Sworn Affidavit Form (Construction Industry Affairs Committee, Tops Form No. 3466, "Application for Payment and Sworn Statement for Contractor and Subcontractor to Owner" or Frank R. Walker Company Form No. 591) or similar format.

E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.

   1. Entries shall match data on the schedule of values and Contractor's work schedule. Use updated schedules if revisions were made.
   2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
   3. Include amounts of Change Orders and Work Change Directives issued before last day of construction period covered by application.

4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

F. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet used. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
3. Provide summary documentation for stored materials indicating the following:

   a. Materials previously stored and included in previous Applications for Payment.
   b. Work completed for this Application utilizing previously stored materials.
   c. Additional materials stored with this Application.
   d. Total materials remaining stored, including materials with this Application.

G. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Owner by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for work period covered by the previous application, and a mechanic's lien from the Contractor for the period covered by the current application.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.

2. Schedule of values.
3. Contractor's work schedule (preliminary if not final).
4. Combined Contractor's work schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
5. Products list (preliminary if not final).
6. Schedule of unit prices.
7. Submittal schedule (preliminary if not final).
8. List of Contractor's staff assignments.
9. List of Contractor's principal consultants.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of pre-move/ relocation conference.
13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.

J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that all claims have been settled.
8. Final liquidated damages settlement statement.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Supplementary Conditions and other Volume One and Division 01 Specification Sections, apply to this Section. Volume One takes precedence should there be any conflicts.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating relocation operations on Project including, but not limited to, the following:

1. Detailed project management requirements.
2. Administrative and supervisory personnel.
3. Requests for Information (RFIs).
4. Project meetings.

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.3 PROJECT MANAGEMENT REQUIREMENTS

A. It is a requirement of this contract that a relocation project manager with a minimum of five years of similar experience be assigned to this move/ relocation on a full time basis for as long as required to complete the move/relocation. The time period may be split among the planning phase and project moving phase.

At the outset of the project, the Contractor shall develop a work plan to gather the information needed in planning the move; this work plan shall be submitted to the Owner and the County for review and approval. Following the project kick-off meeting, the plan shall allow for one initial fact-gathering meeting at each location, and multiple meetings as required with each site representative and the Circuit Courts' Warehouse Management Consultant.

The Project Manager shall be required to complete the following, and additional steps as required to meet the project requirements:

1. Gather and/or confirm all data related to the current site, including insurance requirements, hours of access, dock availability and types, truck types, security arrangements, advance approvals, and other procedural arrangements that may apply to the move/ relocation as required.

2. Advise personnel at each site about preparation procedures and deadlines for personal and office (non-warehouse) items prior to move. Note that packing shall be provided by the move/ relocation contractor.

3. Issue written minutes of each meeting within three days, copying the representative of the Clerk of the Circuit Courts, Cook County Project Manager, and all attendees.

4. Assess quantities and types of items to be moved from each location.

5. Order sufficient quantities of boxes for required re-boxing for timely delivery according to the project schedule.

6. Coordinate with Circuit Courts regarding geographic placement of each item by type and category in the planned mezzanine and racking system (typically three boxes high and three boxes deep), and how it will be placed and labeled. The Move Contractor shall apply labels with bar codes printed according to the Circuit Courts requirements.

7. Coordinate and supply sufficient printers and scanners with associated computers to print labels and scan bar codes on items before relocation and upon placement in the new racking/ shelving location. The Contractor will be required to utilize the same software systems for the Clerk of the Circuit Courts' move as the Clerk of the Circuit Courts' software system (OnBase) and to upload relocation information to their system.

8. Prior to the move, develop the overall move schedule, integrated with construction phasing, with the understanding that time is of the essence. Review shop drawings of the storage systems' layout which will be provided by the Owner. Issue schedule to the representative from the Clerk of the Circuit Courts and Cook County Project Manager for approval.

9. Prior to the move, develop a detailed move plan, coordinated with the construction schedule and placement of racking and shelving and filing, of work flow and work steps and required manpower and equipment. Review the move plan with the representative from the Clerk of the Circuit Courts and Cook County Project Director.

10. Oversee the labeling and scanning of all items to be relocated.

11. Supervise the packing, scanning, re-boxing, loading, security, time horizons, and placement of all items.

12. Oversee and manage the entire move process, with the necessary steps as described and shown in the work plan.

13. Apply Quality Assurance to the move process in a system to be approved in advance by the County.

14. Issue daily and weekly reports during each move phase recording the details of the work completed and overall status.

1.4 DEFINITIONS

A. RFI: Request from the representative from the Clerk of the Circuit Courts, Cook County Project Director, or Contractor seeking information from each other during project.

1.5 COORDINATION

A. Coordination: Coordinate operations included in different Sections of the Specifications to ensure efficient and orderly implementation of each part of the Work. Coordinate operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule operations of inventory with the current location where material is being relocated from so not to disrupt daily operations.

2. Coordinate tagging and tracking of handled materials so current location at all times is easily obtainable.

3. Coordinate arrival of personnel, equipment, and vehicles with each location where material is being relocated from so not to disrupt daily operations.

4. Coordinate the delivery of handled materials to the Cicero Records Center.

5. Coordinate the placement of handled materials within the Cicero Records Center.

6. Coordinate the relocation and final placement of handled materials within the Cicero Records Center.

7. Coordinate with current incoming and outgoing materials from the Cicero Records Center.

8. Coordinate with Owner, any work, services, or materials required for implementation of material relocation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other work activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Pre-coordination meetings.
2. Preparation of Contractor's schedule and preparation of move plan.
3. Preparation of the schedule of values.

4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-move/ relocation conferences.
7. Project closeout activities.

1.6 COORDINATION DIAGRAMS

A. Coordination Diagrams, General: Prepare coordination diagrams in accordance with requirements in individual Sections, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of multiple products and materials.

1. Content: Project-specific information, large enough to indicate and resolve conflicts. Do not base coordination diagrams on standard printed data. Include the following information, as applicable:

   a. Prepare diagrams as needed to describe relationship of various activities.
   b. Coordinate information in a sequence that best provides for coordination of the information and resolution of conflicts between relocated materials.
   c. Indicate space requirements for relocation, and staging of materials.
   d. Indicate required operational sequences.

B. Coordination Organization: Organize coordination diagrams/drawings as follows:

1. Diagrams/Drawings: Clearly indicate the flow of materials into the Cicero Records Center from point of origin, any staging areas required for proper relocation, and placement of materials within the Cicero Records Center. Work from actual shop drawings of shelving and racking and mezzanines.
2. Review: Owner will review coordination diagrams/drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are the Contractor's responsibility. If the Owner determines that the coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, the Owner will so inform the Contractor, who shall make changes as directed and resubmit.
3. Coordination Diagrams/ Drawing Prints: Prepare coordination diagram/ drawing prints.

1.7 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Owner will return RFIs submitted to Owner by other entities controlled by Contractor with no response.
2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Owner.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Field dimensions and conditions, as appropriate.
10. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
11. Contractor's signature.
12. Attachments: Include sketches, descriptions, measurements, photos, Product Data, diagrams and other information necessary to fully describe items needing interpretation.

C. Owner's Action: Owner will review each RFI, determine action required, and respond. Allow five working days for Owner's response for each RFI. RFIs received by Owner after 1:00 p.m. will be considered as received the following working day.

1. The following RFIs will be returned without action:

   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Owner's actions on submittals.
   f. Incomplete RFIs or inaccurately prepared RFIs.

2. Owner's action may include a request for additional information, in which case Owner's time for response will date from time of receipt of additional information.
3. Owner's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

   a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner in writing within five days of receipt of the RFI response.

D. On receipt of Owner's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner within five days if Contractor disagrees with response.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site locations when appropriate, unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, including each site representative, of date and time of each meeting. Notify the

representative from the Clerk of the Circuit Courts and Owner of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including the representative from the Clerk of the Circuit Courts and Owner, within three days of the meeting.

B. Pre-relocation Conference: Owner will schedule and conduct a pre-relocation conference before starting relocation, at a time convenient to the representative from the Clerk of the Circuit Courts and Owner, but no later than 15 days after execution of the Agreement.

1. Conduct the conference to review responsibilities and personnel assignments.
2. Attendees: Authorized representatives of the Clerk of the Circuit Courts, Owner, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Inventory of items to be relocated and the origin locations and item size and box requirements
   b. Tentative schedule.
   c. Critical work sequencing.
   d. Designation of key personnel and their duties.
   e. Lines of communications.
   f. Procedures for processing field decisions and Change Orders.
   g. Procedures for RFIs.
   h. Procedures for processing Applications for Payment.
   i. Submittal procedures.
   j. Use of the existing building.
   k. Work restrictions.
   l. Working hours.
   m. Owner's occupancy requirements.
   n. Procedures for disruptions and shutdowns.
   o. Waste management and recycling.
   p. Parking availability.
   q. Office, work, and storage areas.
   r. Equipment deliveries and priorities.
   s. Security.
   t. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Site Verification Meetings: Conduct a pre-move/ relocation conference at each location before starting relocation, at a time convenient to the representative from the Clerk of the Circuit Courts and Owner's appointed site representative.

1. Conduct the conference to review responsibilities and personnel assignments.

2. Attendees: Authorized representatives of the Clerk of the Circuit Courts, Owner, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Inventory of items to be relocated and the origin locations and item size and box requirements
   b. Tentative schedule.
   c. Critical work sequencing.
   d. Designation of key personnel and their duties.
   e. Lines of communications.
   f. Procedures for processing field decisions and Change Orders.
   g. Procedures for RFIs.
   h. Procedures for processing Applications for Payment.
   i. Submittal procedures.
   j. Use of the existing building.
   k. Work restrictions.
   l. Working hours.
   m. Owner's occupancy requirements.
   n. Procedures for disruptions and shutdowns.
   o. Waste management and recycling.
   p. Parking availability.
   q. Office, work, and storage areas.
   r. Equipment deliveries and priorities.
   s. Security.
   t. Progress cleaning.
4. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

D. Review Meeting and Notice to Proceed Meeting: Conduct review meeting and Notice to Proceed Meeting with the representative from the Clerk of the Circuit Courts and Owner prior to commencing work.

E. Coordination Meetings: Conduct coordination meetings bi-weekly with Owner's Project Manager or as requested by the representative from the Clerk of the Circuit Courts or Owner.

1. Coordinate dates of meetings with Owner's regular project meeting and with the preparation of payment requests.
2. Attendees: In addition to representatives of the Clerk of the Circuit Courts and Owner, Contractor, and other entities concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Contractor's schedule. Determine how relocation behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Review schedule for next period.

4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

a. Schedule Updating: Revise Contractor's schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

b. Schedule Updating: Revise combined Contractor's schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

c. Review present and future needs of each contractor present, including the following:

1. Coordination requirements
2. Staging
3. Sequence of operations.
4. Deliveries.
5. Off-site operations.
6. Access.
7. Quality and work standards.
8. Change Orders.

5. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200

RELOCATION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including Volume 1 General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of relocation during performance of the Work, including the following:

1. Start-up schedule.
2. Contractor's schedule.
3. Daily progress reports.
4. Material location reports.
5. Field condition reports.
6. Special reports.

B. Related Sections:
1. Division 01 Section "Quality Requirements"

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

B. Event: The starting or ending point of an activity.

C. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

1.4 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file.
2. Two paper copies only if specifically requested by the County.
3. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
4. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

B. Daily Reports: Contractor shall provide a daily log of materials relocated upon request and/or at project completion.

C. Material Location Reports: Contractor shall provide log of material location reports upon request and/or at project completion.

D. Field Condition Reports: Contractor shall provide log of field condition reports upon request.

E. Special Reports: Submit at time of unusual event.

F. Qualification Data: Contractor shall submit qualification data with bid.

1.5 QUALITY ASSURANCE

A. Pre-scheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the preliminary relocation schedule, including, but not limited to, the following:

1. Discuss constraints, including sequencing, work stages, area separations, interim milestones and partial Owner occupancy.

2. Review delivery dates for Owner-furnished products.

3. Review schedule for work of Owner's separate contracts.

4. Review time required for completion and startup procedures.

5. Review and finalize list of relocation activities to be included in schedule.

6. Review submittal requirements and procedures.

7. Assure 100% accurate placement of boxes and entry into warehouse management software system.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of relocation activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's relocation schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.1 CONTRACTOR'S SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Submittal Review Time: Include review and re-submittal times in schedule. Coordinate submittal review times in Contractor's schedule with submittal schedule.

2. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's administrative procedures necessary for certification of Substantial Completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Sequencing: Arrange list of activities on schedule showing sequence.
2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
4. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with construction completion.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future relocation.
g. Seasonal variations.
h. Environmental control.

5. Work Stages: Indicate important stages of relocation for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Deliveries.
e. Completed relocation of materials from each existing location.
f. Adjusting.
g. Placement into final use and operation.

6. Other Constraints: Owner's occupancy of building portions.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion and the following interim milestones:

1. Beginning and end of the relocation stage for each existing storage location.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered RFIs.

F. Recovery Schedule: When periodic update indicates the Work is 7 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance and date by which recovery will be accomplished.

2.2 START-UP RELOCATION SCHEDULE

A. Preparation: Indicate each significant activity separately. Identify first workday of each week and outline significant activities.

B. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.

C. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.

D. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.3 REPORTS

A. Daily Reports: Prepare a daily report recording the following information concerning events at Project site and submit upon request and/or at project completion:

1. List of subcontractors at each site.
2. List of separate contractors at each site.
3. Exact count of personnel at each site, including names.
4. Equipment at Project site.
5. Re-boxing completed at each project site
6. Material deliveries.
7. Accidents.
8. Unusual events (refer to special reports).
9. Stoppages, delays, shortages, and losses.
10. Orders and requests of authorities having jurisdiction.
11. Change Orders received and implemented.
12. Change Directives received and implemented.

B. Material Location Reports: Prepare and submit upon request and/or at projection completion, a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for

Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.4 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.1 CONTRACTOR'S SCHEDULE

A. Contractor's Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Owner, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed work will comply with requirements.

1.4 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Owner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.

1.5 INFORMATION SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Contractor's Quality-Control Manager Qualifications: For supervisory personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work.

1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within five days of Notice to Proceed, and not less than five days prior to pre-relocation conference. Submit in format acceptable to Owner. Identify personnel, procedures, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's relocation schedule.

1.7 REPORTS AND DOCUMENTS

A. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Qualifications: A firm specialized and experienced in relocation of governmental records and in projects of similar type, scope and conditions to those indicated for this Project and with a record of successful in-service performance, as well as with a sufficient capacity to complete the contracted work.

1. Provide the following documentation:
   a. Minimum (2) previous projects similar in size
   b. Number and types of vehicles used for relocation transit
   c. Number of personnel used for relocation
   d. Number and types of on-site equipment to be provided for move.
2. Project manager qualifications
   a. Minimum five years' experience
   b. Minimum 3 projects of similar scope.
   c. Submit complete project manager resume; project manager shall be approved by Owner.
   d. Project manager shall be replaced upon Owner's written request if, in the Owner's sole opinion, the project manager does not provide the services and quality required.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 REPAIR AND PROTECTION

A. Protect existing conditions during the relocation process.

B. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

C. Repair and/or pay for the repair of any damage to existing locations as declared by Owner and/or Owner's representative and/or Owner.

D. Main security of materials through the move/ relocation process.

E. Assure accurate placement and recording of items moved.

END OF SECTION 014000

SECTION 014200

REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site or Records Center": Space to which items shall be relocated. The general layout of the building where items shall be relocated is shown in a conceptual drawing which may not be identical with the final layout.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999

PART 2 PRODUCTS See detailed specification sections.

PART 3 EXECUTION Comply with all applicable local, state, and federal construction and demolition codes.

END OF SECTION 014200

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; and comparable products.

B. Related Sections:
1. Division 01 Section "Unit Prices" for items of work added or deleted by unit costs
2. Division 01 Section "References" for applicable industry standards for products specified.

1.3 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, which is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule deliveries to minimize long-term storage at Project site and to prevent overcrowding of spaces.
2. Coordinate deliveries with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition, complete with labels.
4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected. Replace if required.

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

B. Standard Products: If available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

PART 3 EXECUTION (Not Used)

END OF SECTION 016000

Issued for Bid

SECTION 017300

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general and special provisions of the Contract, including Volume 1 requirements and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:

1. Packaging
2. Affixing three labels per box with labels provided by the Clerk of the Circuit Courts
3. Tagging and Tracking
4. Relocation
5. Integration with Owner's existing Warehouse Management System (OnBase)

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: Provide examples of a minimum of (3) three similar projects with reference contact information with the Contractor's bid.

B. Qualification Data: Provide documentation of the Contractor's Project Manager's experience. Experience shall be a minimum of (5) five years in the relocation business with the Contractor's bid.

C. Certificates: Submit certificates/licenses required by the State of Illinois for the relocation of materials with the Contractor's bid.

1.4 QUALITY ASSURANCE

A. Operational Elements: Contractor's employees shall be trained in the methods and use of the equipment required for complete relocation including, but not limited to:

1. Forklifts

2. Order Picking Equipment if required

PART 2 PRODUCTS

2.1 MATERIALS

A. Labels: The Contractor shall apply bar code tracking labels to each of the relocated record boxes. The labels shall be placed per the Owner's requirements and provided by Owner
   1. Court Records boxes

B. Packaging:
   1. Circuit Court Boxed Records
      a. 16" Record Box

   2. Employees' personal items and equipment
      a. Provide 8 reusable moving containers for packing of personal items, which shall be packed by the employees themselves. Pick up these containers two weeks after the move or earlier if the representative of the Clerk of the Circuit Courts requests.

   3. Equipment and Software
      a. The Owner's OnBase system and configuration will be provided by the Clerk of the Circuit Courts.
      b. At the completion of each phase of the project, or at other times as requested by the County, Contractor shall be required to integrate new records and material locations into the configuration of Owner's OnBase program for the County's ongoing use in tracking and locating materials.
      c. At any time during the course of the project, Contractor shall have a complete record location available to the County of items that have not yet been integrated into the Clerk of Circuit Courts On-Base system. This information shall be provided to the County within twenty-four hours excluding Saturday and Sunday, and in an On-Base format or other format acceptable to the Occupying Agency.
      d. Contractor shall coordinate with County regarding the timing and preferred input to the Clerk of the Circuit Court OnBase system.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine floors, mezzanines, racking, and shelving for suitable conditions where products and systems are to be installed.

B. Proceed with installation only after unsatisfactory conditions have been corrected by the construction contractor. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to locate the boxes and materials properly. Recheck measurements before relocating each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before relocation.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of the Contractor, submit a request for information to Architect according to requirements in Division 01 Section "Project Management and Coordination."

D. Provide all protective materials required where transporting materials over finished floors. Protect all finishes of vertical surfaces in the areas where transporting materials. Where damage to existing finishes occurs, the Contractor shall repair and/or pay for the repair to return to original condition.

3.2 LAYOUT

A. Verification: Before proceeding, verify layout information shown on Drawings, according to the racking, shelving and mezzanine layouts for the Cicero Records Center. If discrepancies are discovered, notify Owner promptly.

3.3 RELOCATION

A. General: Locate the Work and components of the Work accurately, with their new location entered into OnBase in the computer and labeled on the rack or shelf. Refer to Occupying Agency's documentation regarding the location of materials.

B. Material relocation shall conform to the Occupying Agency's requirements for segregation of materials by type and date.

C. Conduct operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

D. Material tracking labels shall be located per the Occupying Agency's requirements.

3.4 OWNER-RELOCATED MATERIALS

A. Site Access: Provide access to Project site for Owner's personnel, including the Occupying Agency personnel.

B. Coordination: Coordinate operations of the Work with work performed by Owner's personnel.

1. Schedule: Inform Owner of Contractor's preferred schedule for Owner's portion of the Work. Adjust schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual progress, and any accommodation needed by the Contractor for Owner's ongoing work.
2. Pre-relocation Coordination Meetings: Include Owner's personnel, including Project Director and County representatives at pre-relocation meetings covering portions of the Work. Attend pre-installation conferences conducted by Owner's personnel if portions of the Work depend on Owner's involvement.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas, breaking down and recycling old boxes as materials are reboxed. Enforce requirements strictly. Dispose of materials lawfully.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Relocated Work: Keep work clean and orderly.

E. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

F. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

3.6 CORRECTION OF THE WORK

A. Restore damaged finishes and/or pay for restoration of damaged finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

END OF SECTION 017300

Issued for Bid

SECTION 017419

WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general and special provisions of the Contract, including Volume 1 of the Specifications and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Recycling nonhazardous waste.
2. Disposing of nonhazardous waste.

1.3 PERFORMANCE REQUIREMENTS

A. General: Recycle 100 percent of the following uncontaminated packaging materials:

a. Paper.
b. Cardboard.
c. Boxes, including all discarded boxes after required reboxing of files.
d. Plastic sheet and film.
e. Polystyrene packaging.
f. Wood crates.
g. Plastic pails.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within ten days of date established by the Notice of Award.

PART 2 PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING RELOCATION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

   a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.2 RECYCLING WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site unless they are being relocated intact. For pallets that will not remain in use, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

3.3 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. The general provisions of the Contract, including General and Special Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Substantial Completion procedures.
2. Final Completion procedures.
3. Final cleaning.

B. Related Sections:

1. Division 01 Section "Execution" for progress cleaning of Project site.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Prepare and submit Project Record Documents, damage or settlement surveys and similar final record information.
3. Terminate and remove temporary facilities and equipment from Project site.
4. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
5. Remove all debris and protective materials used during the relocation.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.
3. Re-inspection: beyond one substantial completion and one re-inspection will charged to Contractor.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Owner's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit documentation of removal and recycling of discarded boxes.
5. Instruct Occupying Agency's personnel in operation, adjustment, and maintenance of products, equipment, and/or systems, especially ongoing input and output to the OnBase system and scanning of storage locations. Training shall be provided for a minimum of eight hours at a time and place agreeable to the Occupying Agency. Such training shall be provided as a single day of training or divided into two four-hour segments at the Occupying Agency's option.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, proceeding from lowest floor to highest floor.
2. Organize items applying to each major move or storage element, including categories for equipment, racking/shelving, evidence, supplies and personnel items.
3. Include the following information at the top of each page:

   a. Project name.

b. Date.
c. Name of Owner.
d. Name of Contractor.
e. Page number.

4. Submit list of incomplete items in the following format:

a. PDF electronic file.
b. Three paper copies of product schedule or list, unless otherwise indicated. Owner will forward one copy to the representative of the Clerk of the Circuit Courts and return one copy to the Contractor.

PART 2 PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 EXECUTION

3.1 FINAL CLEANING

A. General: Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning:

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project areas disturbed by relocation activities of rubbish, waste material, litter, and other foreign substances.
b. Remove tools, equipment, machinery, and surplus material from Project site used in the relocation process.
c. Remove relocation labels that are not intended for use by the Owner, including any adhesive remaining on the surface.
d. Removed and recycle all discarded boxes.

C. Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Waste Management and Disposal."

END OF SECTION 017700

Issued for Bid

SECTION 034000

MOVING AND RELOCATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Special Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. The scope of this project includes relocation of Cook County Court paper records & documents, archival docket books, equipment, evidence storage and supply room materials from multiple existing locations to the Cicero Records Center.

1.3 DEFINITIONS

A. Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, regulations, laws, ordinances, and standards have the same force and effect (and hereby made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith. If local requirements are more stringent than federal or state standards, the local standards are to be followed.

B. Companies or individuals performing a for-hire transportation service of general freight (except household goods) within Illinois must be registered with the Illinois Commerce Commission to obtain a Public Carrier Certificate.

C. The Illinois Vehicle Code (Commercial Transportation Law) is the statute governing transportation.

D. Van(s): Refers to vehicle used for transportation of materials regardless of size and shape.

1.4 SUBMITTALS

A. General Submittal Requirements: All submittals shall be in compliance with the requirements of the specifications and drawings.

B. Additional Submittal Procedure Requirements:

1. Within ten business days after the "Notice of Award", the Contractor shall submit to the Owner Security Procedures and Requirements for Owner's approval.

2. At least fourteen (14) calendar days before start of Work, the Contractor shall submit to the Owner the following items:
   a. The Contractor shall provide staff background documentation per Cook County requirements.
   b. The Contractor shall provide a written Work schedule. Schedule must be itemized by activities sequence and location/ type so as to provide enough information for a thorough review by the Owner.
   c. A diagrammatic plan of the incoming/outgoing items and placement of materials within the Cicero Records Center by general category, to be refined upon consultation with the representative of the Clerk of the Circuit Courts. Provide updated diagrammatic plan for coordination meetings with the representative of the Clerk of the Circuit Courts and Owner.

3. During relocation activities, the Contractor shall submit:
   a. Weekly (or as otherwise required by the Owner) job progress reports including the detailing of relocation activities. The progress review must include previously established milestones and schedules, problems and action taken, injury reports, equipment breakdown, and environmental conditions.
   b. Weekly reports shall include copies of all transport manifests and trip tickets.
   c. Daily job progress reports must include copies of work site*s* respective entry logbooks with information on worker and visitor access and current locations of relocated items.

C. License: The Contractor shall submit their ILCC number with bid forms.

D. Proof of Workers Compensation: The Contractor shall submit it within one week of contract award.

1.5 QUALITY ASSURANCE

A. All Work under this Contract must be done in compliance with all applicable federal, state, county and city regulations, standards and codes.

B. The Contractor shall have documented experience with a minimum of (5) five projects of similar size and type. Provide documentation including client name, contact number, project scope, and project time frame for each referenced project.

C. The Contractor's Project Manager shall have a minimum (10) ten years of experience with materials handling and relocation projects of similar size and type. Provide written references.

D. The Contractor shall protect items being relocated as necessary against weather conditions and contact with damp or wet surfaces to avoid any damage.

E. All transport vehicles shall be required to use a metallic or plastic security seal with sequential numbering, during the transportation of goods. The seal shall be applied in the presence of a representative of the Clerk of the Circuit Court prior to leaving the point of origin and removed in the presence of a representative of the Clerk of the Circuit Court at the point of delivery.
   1. The Contractor shall provide the Clerk of the Circuit Courts' employees with special on-site training on equipment and procedures unique to this job, such as, but not limited to

order fork lift operation and scanning equipment that will work in conjunction with the Occupying Agency's warehouse management system. Instruct Occupying Agency's personnel in operation, adjustment, and maintenance of products, equipment, and/or systems, especially ongoing input and output to the OnBase system and scanning of storage locations. Training shall be provided for a minimum of eight hours at a time and place agreeable to the Occupying Agency. Such training shall be provided as a single day of training or divided into two four-hour segments at the Occupying Agency's option.

F. The Contractor shall coordinate all relocation activities and shall cooperate as necessary with the Cook County Clerk of the Circuit Courts' Project Leader.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver any items to the Cicero Records Center until wet work in respective spaces is completed and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels.

B. Do not place at their final location any materials that are wet, moisture damaged, or mold damaged. Promptly notify Owner of any such damage and proceed mitigating the problem as directed.

1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.
3. The Contractor shall be responsible for all necessary protection of finishes and furnishings at the current locations and at the Cicero Records Center. All work required to patch, repair or replace finishes, furnishings etc. where damaged during relocation will be performed at Contractor's expense.

C. Information provided by the representative of the Clerk of the Circuit Courts: Within the requirements of the Contractor's project schedule, the representative of the Clerk of the Circuit Courts shall provide the Contractor with the following items:

1. Project Team: The Circuit Courts representative will provide the Contractor a list including, but not limited to, the Circuit Courts Project Leader, 89th Street Facility supervisor, and the respective alternates for each primary team member. The list will include the mailing address, office/fax phone number, and email address of each representative.
2. Sequencing: The representative of the Clerk of the Circuit Courts will provide a list of existing locations within 89th street and materials being relocated as well as the order in which the materials are to be relocated. The Contractor shall visit each site to verify the material types and quantities with the representative of the Clerk of the Circuit Courts.
3. File/Material Management System: Upon consultation with the Contractor's project manager, the representative of the Clerk of the Circuit Courts will provide the Contractor with the required procedures of tracking/placement within the Cicero Records Center.

4. Labeling: The representative of the Clerk of the Circuit Courts will provide the Contractor with written specifications for the location of identifying labels for record boxes . The representative of the Clerk of the Circuit Courts will provide direction for the location of racking/shelving placed labels.

PART 2 PRODUCTS – NOT USED.

PART 3 EXECUTION

3.1 EXAMINATION

A. The Contractor shall visit the location listed in Section 3.3A of this specification section, with the Owner or his authorized representative(s) to survey and inventory the items to be relocated.

1. The Contractor shall also assess the location's specific security requirements, number of loading docks, number of elevators, access to the site etc.

B. The Contractor shall visit the Cicero Records Center and assess specific conditions in regards to storage systems, warehouse equipment, number & size of material lifts, location and number of staircases to mezzanines, security and access to facility, number of loading docks etc.

C. The Contractor shall examine in detail the requirements of the Cicero Records Center and review the ongoing use of OnBase and material tracking with the representative of the Clerk of the Circuit Courts. The representative of the Clerk of the Circuit Courts shall provide the Contractor with the required procedures of tracking/placement within the Cicero Records Center.

3.2 PREPARATION

A. The Contractor shall provide/ mobilize sufficient quantities of, but not limited to: moving equipment, order picking equipment, fork lift equipment, transportation vehicles, shrink-wrap, pallets, items for personal protection, reusable moving containers, items for Owner's property protection etc.

B. The Contractor shall utilize the Clerk of the Circuit Court OnBase software, computers and bar-code scanning equipment compatible with the Clerk of the Circuit Court Records Management OnBase software configuration during the course of the move, as required to document the new locations of relocated items for utilization by the Occupying Agency at the completion of each move phase.

C. The Contractor shall provide 135,000 new records boxes under the Base Bid. 16" boxes as specified.

D. Inactive file records as identified by the Clerk of the Circuit Courts and all other file records shall be re-boxed into the new 16" file boxes.

3.3 SCOPE OF WORK

A. Prior to the relocation for each phase, the Contractor shall survey and inventory all quantities of, but not limited to: boxed records, office supplies, office files and staff items, warehouse equipment, warehoused furnishings, evidence, micrographic canisters, building materials etc. at each of the following locations:

a. 89th Street Facility – 1120 E. 89th Street, Chicago, IL 60619

B. The Contractor shall develop a diagrammatic relocation plan and schedule based on information provided by the representative of the Clerk of the Circuit Courts, in consultation as necessary. The relocation diagram shall include, but shall not be limited to, the quantity, type, date and existing location of items being relocated, sequence in which the items are being relocated, new locations of items within the Cicero Records Center.

C. The Contractor shall maintain a daily report compatible with the OnBase software used by the Clerk of the Circuit Court office, tracking the relocated items in transit from the point of origin to the final destination. The compatible format shall be such that it can be incorporated into the Circuit Courts' OnBase system directly.

D. The Contractor shall provide at any stage of the relocation prompt access to each and every item being relocated in compliance with the Owner's requirements, with a maximum eight-hour period for retrieval throughout.

E. The Contractor shall provide all equipment necessary for the removal, packaging, transportation, receiving, and placement of all relocated materials.

F. The Contractor shall install individual tracking labels on record boxes, evidence containers, supplies and any other items as requested by the representative of the Clerk of the Circuit Courts. The Contractor shall install tracking labels on racking/shelving within the Cicero Records Center per the Clerk's written specifications. The labels shall be installed prior to the placement of relocated materials.

G. The Contractor shall be responsible for all scanning, tracking, and integration into the Owner's OnBase warehouse management software. The representative of the Clerk of the Circuit Courts shall provide written specifications for label locations. The Contractor shall provide all software licenses and computer equipment required by the Contractor to implement the move, scanning, tracking and integration to the Owner's system.

H. The Contractor shall relocate 135,000 boxed record files from the 89th Street Facility to the Cicero Records Center shelving and racking mezzanine system. Additional quantities of record boxes may be added by Change Order. The Contractor shall rebox all file records.

1. Where required, boxes shall be placed on pallets, stacked in no more than three layers, and shrink wrapped for moving. Pallets shall not be double stacked.

2. The Contractor shall maintain secured items on pallets throughout the relocation process and provide accessibility to any record in transit as required by the Clerk of the Circuit Court Office. The retrieval of files shall be performed by authorized Cook County employees during business hours with assistance by the Contractor.

I. The Contractor shall maintain secured items on pallets throughout the relocation process and provide accessibility to any record in transit as required by the Clerk of the Circuit Court Office..

J. The Contractor shall relocate existing office equipment from the 89th Street location as determined by the Owner, to the respective locations at Cicero. The quantities shall be confirmed during the site survey and inventory, with the lump sum bid based upon the quantities noted.

1. The Contractor shall locate all incoming materials for the Cicero Records Center at the respective designated areas. This shall be completed in compliance with the Clerk of the Circuit Courts tracking systems. The Clerk of the Circuit Courts guidelines will be issued in addition to this specification.

K. The Contractor shall relocate personal items for 8 employees.

3.4 ADJUSTING and QUALITY ASSURANCE

A. Punch list items: The Contractor shall review with representative of the Clerk of the Circuit Courts the final location of each item/ material type and shall perform any required adjustments required by the Owner's project manager.

B. Accuracy for placement and input shall be 100%. The Contractor shall implement an acceptable Quality Assurance program to be approved by the Clerk of the Circuit Courts authorized representative and the Project Director.

C. If errors in moving placement are discovered for up to one year after the move, the Contractor may be required to undertake remedial measures as determined necessary by the Circuit Courts representative, up to and potentially including broad inventorying procedures to discover moving errors and correct them.

3.5 CLEANING

A. The Contractor shall clean the area of Work prior to vacating the job site(s) each day.

B. The Contractor shall remove and properly dispose of all debris related to the relocation of items and materials prior to vacating the job site(s) each day.

END OF SECTION 034000

APPENDIX 1 **Cicero Warehouse**

Move Matrix

For information only; all data to be verified by relocation project manager & provided per specifications

	89th Street Facility
Location Address	1120 E. 89th Street, Chicago, IL 60619
Contact Information	Robert Hough 773.978.1198
Alternate Contact Information	Bryan Coachman, 2323 S. Rockwell, 773.843.5185, bdcoachman@cookcountycourt.com
Facility Information	
Security Requirements of Facility	Digsby Security
Material Accessibility Requirements	Digsby Security
Loading Docks	8 (one drive-in)
Maximum Truck Size	any size truck
Elevators	n/a
Parking	Dedicated
Typical Aisle Width	12' (+/-)
Existing Storage Method	Pallet Racking
Materials being relocated	typically 40"x48" Pallets
Boxes	135, 000 boxes
Other	
Equipment	n/a
Ladder	2
Computer	4
Copier/printer/fax	5
Pallet Jack	4, 1 Double stacker
Cart	6
Misc. Items	5 Pallets of Supplies
Miscellaneous Information	
Current Material Tracking	
Comments	

SPECIFICATIONS

PRINTED STORAGE BOX, 16"L x 12"W x 10-1/4"D (inside dimensions)

- Quantity: as specified
- Inside dimensions ~~Size~~: 16"L x 12"W x 10-1/4"D
- One piece cut body
- "~~B~~ C" flute-box
- Board description: Minimum ~~48~~ 32 Edge Crush Test (ECT)
- Moisture Resistant Adhesive
- ~~All four sides and floor of box shall be double walled design~~ Double sides, double bottoms, triple ends
- Reinforced hand hold cutouts to fold into box
- ~~Front and rear stacking weight 850 lbs.~~
- No staples or tape assembly
- Detached lid
- Color: Oyster
- Print Color: Black
- The print on box 16" side of box shall read:

DOROTHY BROWN
CLERK OF THE CIRCUIT COURT

- The print on both 12" side of box shall read:

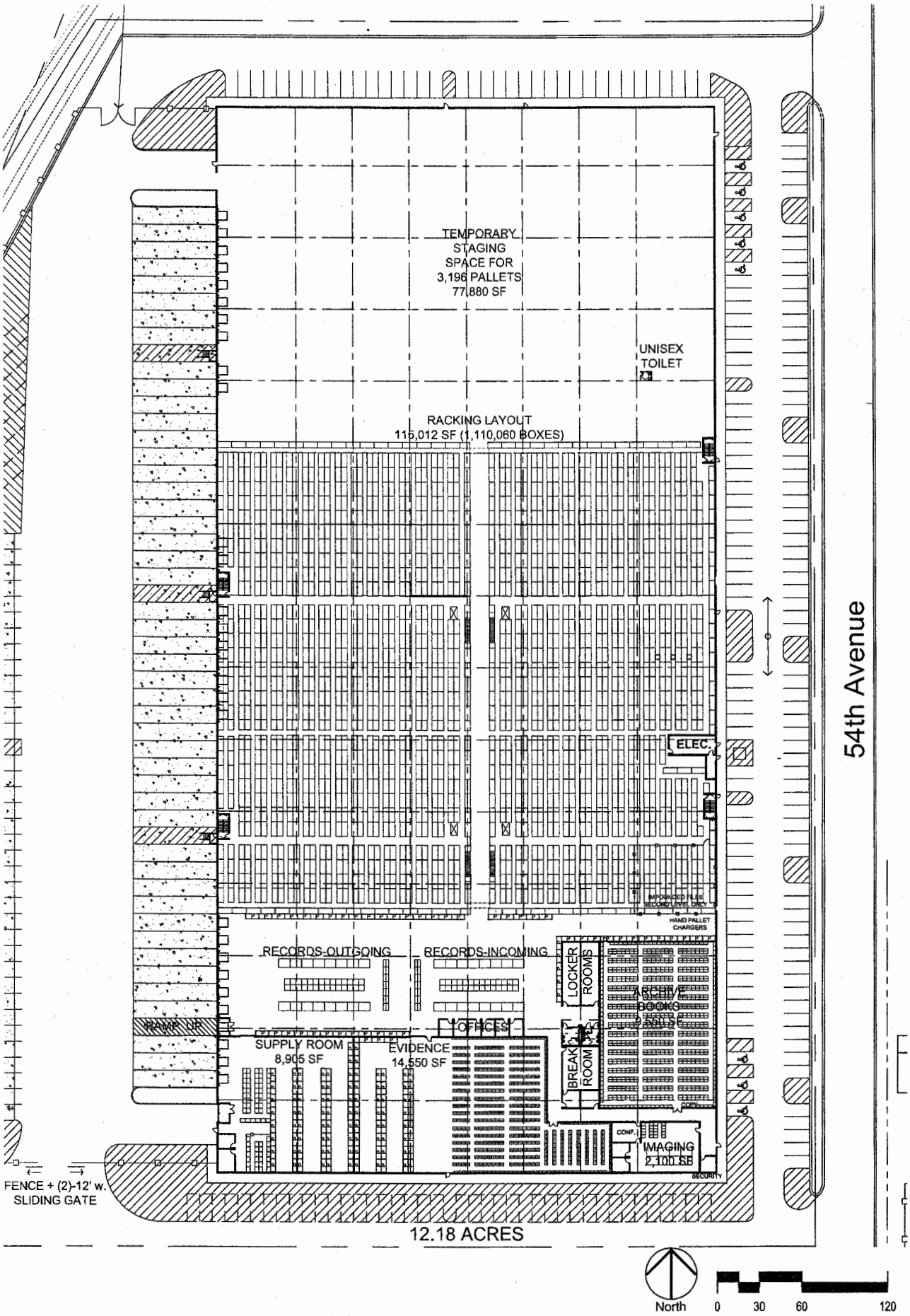
DO NOT WRITE IN THIS AREA **BARCODES ONLY**

Box No.: _____
_____ of _____
Location: _____
To: _____ From: _____
Contents _____ 16

SPECIFICATIONS

ITEM NO. 2: LIDS FOR PRINTED STORAGE BOX, ~~16-7/8"L x 12-5/8"W x 3-1/8"D~~ to fit 16" box

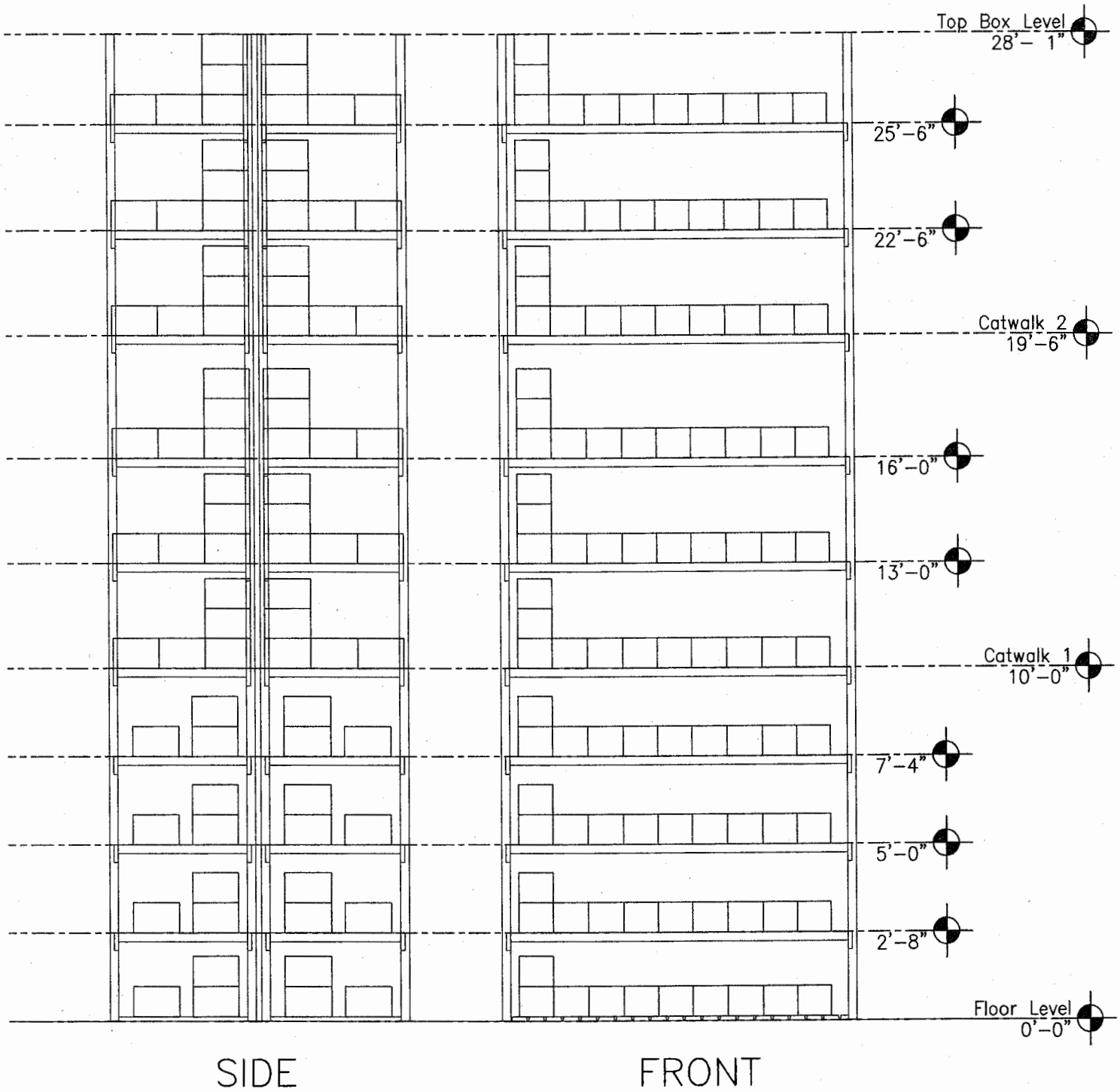
- Quantity: One lid per box plus 10%
- Size: ~~16-7/8"L x 12-5/8"W x 3-1/8"D~~ 3-1/8" H x box width and depth (Lid needs to fit securely on all four sides of box)
- Lids shall ~~cover the entire handle area of the box~~ allow access to the handle area of the box
- One piece cut body
- "~~B~~ C" flute-box
- Board description: Minimum ~~48~~ 32 Edge Crush Test (ECT)
- Moisture Resistant Adhesive
- ~~Front and rear stacking weight 850 lbs.~~
- No staples or tape assembly
- Color: Oyster
- Print Color: Black
- Print in opposite corners of the top of the lid shall read: 16



OPUS
THE OPUS GROUP

Cook County - Cicero Records Center
Cicero, IL

Concept Layout
05.28.2013



Racking Section

1/4"=1'-0"

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Cook County Records
Cicero, IL

Section Detail
05.31.2013

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:

Sam E. M

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 24 DAY OF February, 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

1423-13327

OR

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

TOTAL AMOUNT OF CONTRACT: $ 940,500.00
(DOLLARS AND CENTS)

FUND CHARGEABLE:_____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 19 2014

COM_____

APPROVED AS TO FORM:

Not Applicable
ASSISTANT STATE'S ATTORNEY
(Required on contracts over $1,000,000.00)