

**CONTRACT FOR WORK
DOCUMENT NO. 1428-14144**



COOK COUNTY

**COUNTYWIDE EMERGENCY POWER SYSTEMS UPGRADES AT
DIVISION 1, 4, 5, SOUTH CAMPUS BUILDING 1 AND BOOT CAMP AT
DEPARTMENT OF CORRECTIONS, 2650 SOUTH CALIFORNIA AVENUE,
CHICAGO, IL 60608**

**VOLUME 1 OF 2
INSTRUCTION TO BIDDERS
CONDITIONS OF CONTRACT**

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**FOR THE
DEPARTMENT OF CAPITAL PLANNING AND POLICY
PHIL BOOTHBY, DIRECTOR**

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

**PREPARED BY:
GLOBETROTTERS ENGINEERING CORPORATION
300 S. WACKER DRIVE, SUITE 400
CHICAGO, ILLINOIS 60606**

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

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

APR 29 2015

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VOLUME 1 OF 2

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PROJECT OVERVIEW

Project Name: Countywide Emergency Power Systems Upgrades at Division 1, 4, 5, South Campus Building 1 and Boot Camp Located at 2650 South California Avenue, Chicago, IL 60608

Contract No.: 1428-14144

Buyer's Information: Cho Ng, Senior Contract Negotiator, 312-603-2391
Email: cho.ng@cookcountyil.gov

Architect: Globetrotters Engineering Corporation, 300 S. Wacker Dr., Suite 400, Chicago, IL 60606

General Description of the Work:

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

This project is to provide all work associated with the removal of existing emergency standby generators and associated auxiliary systems and installation of new emergency standby generators and associated auxiliary systems according to the design drawings and specifications.

1. Division 1 will consist of the following work;
 - a. Furnish and install a new outdoor diesel emergency standby generator, load bank and associated auxiliary systems.
 - b. Provide power wiring from the generator to the load bank, ATS and switchgear.
 - c. Remove the existing indoor emergency standby generator and associated auxiliary systems.
2. Division 4 will consist of the following work:
 - a. Furnish and install a new outdoor diesel emergency standby generator, load bank and associated auxiliary systems.
 - b. Provide new ATS for future loads.
 - c. Provide power wiring from the generator to the load bank, ATS and switchboard.
 - d. Remove existing indoor emergency standby generator and associated auxiliary systems.
 - e. Removal and remediation of underground fuel tank.
3. Division 5 will consist of the following work:
 - a. Furnish and install a new outdoor diesel emergency standby generator, load bank and associated auxiliary systems.
 - b. Provide power wiring from the generator to the load bank, ATS and switchboard.
 - c. Remove existing indoor emergency standby generator and associated auxiliary systems.
 - d. Removal and remediation of above ground fuel tank.
4. South Campus Building 1 will consist of the following work:
 - a. Furnish and install a new emergency standby generator and associated auxiliary systems. Generator will be located in an outdoor weatherproof enclosure.
 - b. Provide power wiring from the generator to the load bank, ATS and switchboard.
 - c. Modify the existing switchboard by adding a second main circuit breaker for the generator input and adding Kirk-Key logic to allow only one power input to the board.

5. Boot Camp will consist of the following work:
- a. Refurbish the existing outdoor diesel generator and ATS.
 - b. Provide a new load bank and all required modifications to the existing switchboard to connect the refurbished generator.
 - c. Provide power wiring from the generator to the new load bank and switchboard.

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: January 09, 2015

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 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.

Mandatory Pre-Bid Conference /

Field Inspection:

January 20, 2015 at 10:00 am
Criminal Court Administration Building
2nd Floor Mezzanine, Facilities Management Conference Room
2650 S. California
Chicago, IL 60608

Field Inspection will be conducted immediately following the Pre-Bid Conference. **Attendance at the Pre-Bid Conference and Field Inspection is mandatory in order for a bid to be considered.** Please confirm your attendance, include number of personnel attending, to Cho Ng, Senior Contract Negotiator (cho.ng@cookcountyil.gov). Include project name on the subject line of e-mail.

Questions Due: January 22, 2015, no later than 3:00 pm to Cho Ng, Senior Contract Negotiator (cho.ng@cookcountyil.gov).

Bid Opening Date: February 11, 2015 no later than 10:00 A.M. C.S.T.
Bids shall be submitted in triplicate on the forms provided, with bid deposit, in accordance with Instructions to Bidders. Sealed bids will be received in Bid and Bond Room 1018, County Building, 118 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. **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 PO-2

percent (1%) of the Bid, payable to the order of the Board of Commissioners, County of Cook. Bid bonds will be accepted in lieu of a check provided the Surety Company is rated as defined in the Bid Documents.

DBE Participation Goals:

DBE: 35%

Award of Contract:

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

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INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. The "Director" means the Director, or in his absence the Deputy Director, of the Department of Capital Planning and Policy, County of Cook, Illinois.
- B. The "Chief Procurement Officer" means, Chief Procurement Officer (CPO), of Cook County, Illinois
- C. The "Architect" also referred to as "Consultant Engineer" is the architect of the project (Please refer to Project Overview).
- D. Owner means collectively the County
- E. Program Manager represents the Owner for the purpose of this Project.
- F. Construction Manager represents the Owner relating to the construction of this Project.
- G. "LEED" stands for "Leadership in Energy & Environmental Design". It is a set of criteria formulated by the U.S. Green Building Council. Per Cook County mandate all newly constructed buildings, and buildings undergoing Capital Improvements, will be in compliance with the standards and requirements for the LEED Green Building Rating System.
- H. The "Project" means the subject of this project (please refer to the Project Overview)
- I. "Notice of Award" means a written notice that the Contract has been awarded to the Contractor, subject to proper bonding, insurance and other requirements of execution, which will be issued to the Contractor by the Chief Procurement Officer of Cook County.
- J. "Notice to Proceed" shall mean a written notice issued by the Director, directing the Contractor to proceed with the construction activities of the Work as of the Notice to Proceed Date (defined below). A Notice to Proceed will not be issued until permit requirements have been met.
- K. "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.
- L. "Contract Time" shall mean a period of calendar days starting on the Notice to Proceed Date.
- M. "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 GC-55. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the Architect issues a Certificate of Substantial Completion in accordance with Substantial Completion of the Work section in the General Condition, setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate, including the County.
- N. "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, 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.

- O. "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 GC-55 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.
- P. "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.
- Q. "Time Schedule" means the time schedule approved by the County in accordance with GC-50 Preconstruction Phase Activities, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements in GC-05, 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.
- R. "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.
- S. "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.
- T. "Key Personnel" shall mean those individuals identified in GC-53 on the form and included in your bid.
- U. CONTRACT DOCUMENTS shall mean collectively the Advertisement for Bid, Instructions to Bidders, General Conditions, Special Conditions, General Requirements, Specifications, Plans and Drawings, Addenda, if any, Site Inspection Certificate, Contractor's Certificate concerning Labor Standards and Prevailing Wage Requirements, Certificate of Qualification, Forms for Minority Participation, and a Performance and Payment Bond. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- V. CITY as used herein shall be the municipality in which the Work is to be located.
- W. BIDDER refers to and indicates any individual, firm, partnership or corporation submitting an approved proposal for Work contemplated by these Contract Documents.
- X. 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.
- Y. 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.
- Z. 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.
- AA. DRAWINGS refer to and indicate all drawings and plans or reproductions of drawings and plans pertaining to the Work contemplated and its appurtenances.

- BB. CONTRACT shall mean the agreement between the Owner and Contractor as set forth in the Contract Documents.
- CC. FURNISH means furnish only. Materials or items to be furnished shall be consigned to the Contactor and delivered to the site.
- DD. INSTALL means install only. Materials or items to be 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.
- EE. PROVIDE means furnish and install.
- FF. SPECIFICATION are typically consists of Volume 1 - Requirements for Bidding and Instructions for Bidders and Volume 2 - Technical Specifications, which include drawings.

With regard to the Technical Specifications contained in Volume 2, the grouping of work items is for convenience only and in no way shall imply or relate to the jurisdiction of each trade involved. The Contractor is charged with the responsibility to divide the aspects of the Work among the trades and subcontractors appropriately. None of the Architect, the Construction Manager or the Owner assumes responsibility for such interpretations or divisions.

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

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

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

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

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

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

ILCS 405/1]

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 appropriate bid proposal page 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).

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

IB-04 BIDS TO CONFORM IN CONDITIONS IN ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 34, SECTION 136

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

IB-05 PRICES FIRM

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

IB-06 SUBMISSION OF BID

All bidders shall submit three (3) bound copies of sealed proposals and deposit them in the bid box located on the 10th Floor, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the bid opening as shown in the legal advertisement. The sealed envelope submitted by the bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, advertised date of bid opening and the hour designated for bid opening as shown in the legal advertisement. Any bid deposited in the bid box after the date and hour set for the bid opening, will not be considered and will be returned.

IB-07 WITHDRAWAL OF BID

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

IB-08 BID DEPOSIT

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

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

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

IB-09 PRE-BID CONFERENCE/SITE INSPECTION CERTIFICATE

The Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid.

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

If the Pre-bid conference and/or site visit is mandatory, the County may require persons attending the pre-bid conference to sign a waiver and release in a form 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.

IB-10 BIDDER WARRANTIES

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

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

The submission of a Bid shall constitute a warranty that:

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

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

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

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

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

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

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

The Bidders shall visit the site and familiarize themselves with the existing conditions and satisfy themselves as to the nature and scope of the Work and the difficulties that attend its execution. The submission of a

Proposal will be considered as evidence that such an examination has been made and later claims for labor, equipment and/or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be allowed.

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

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

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

IB-11 CONSIDERATION OF BIDS

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

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

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

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

IB-12 ACCEPTANCE OF BID

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

IB-13 COMPETENCY OF BIDDER

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

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

IB-14 PERFORMANCE AND PAYMENT BOND

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

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

IB-15 FAILURE TO FURNISH BOND

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

IB-16 RETURN OF BID DEPOSIT

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

IB-17 CATALOGS

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

IB-18 TRADE NAMES/ SUBSTITUTIONS

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.

- A. Bids shall be based on specified products, unless the procedures described in this section are followed and a substitution is accepted prior to the bid opening date.

B. Substitution Procedures: The following procedures have been provided to allow closely equivalent products to be considered. No substitutions will be acceptable unless these procedures are followed.

1. Submit written requests to the Owner for substitution of products and systems in lieu of those specified in the Contract Documents. The Owner will not consider requests after the ten days prior to the bid due date and time indicated on the project overview pages.
2. All substitution requests shall be clearly identified, described and in accordance with provisions of Contract Documents and on the Request for Substitution Form.
3. Whenever a substitute is submitted for acceptance, the final decision as to whether or not such substitution is closely equivalent to the specified product or system and fully meets the design concept shall be made by Director.

C. Submittal Data for Substitutions:

Bidders requesting a substitution must provide clear data or information comparing the proposed substitution with the substituted item in the technical specification and clearly identifying differences from the specified item of Equipment. This data must be referenced to and supported by sufficient documentation (in the form of published technical literature, technical article(s), brochures, or other documentation) to enable the County and the Architect to evaluate compliance with the specification.

1. If the Bidder must take an exception to any item or detail included in the Specification, the Bidder must state in writing what the exception is and state in writing the justification or rationale for the exception.

D. Acceptance/Rejection of Substitutions:

1. The County's review of substitution requests will be based on products and systems specified in the Contract Documents and desired design and operational results.
2. If a substitution is acceptable to Director, but differs in physical character from the specified product or system, or if a substitution requires modified services and/or facilities to be provided by any party, or requires modifications to the project, Bidder/Contractor making substitution shall pay all costs due to the substitution, including but not limited to costs of modifying accepted substitution to fit conditions or cost of modifying the Drawings or Specifications to permit installation and use of accepted substitution, including costs not identified in the request for substitution, but which later become apparent.
3. Neither acceptance of a substitution, nor the furnishing of a substitution, shall relieve Bidder/Contractor of responsibility for failure of substitution to perform intended functions of originally specified materials, systems and equipment.
4. Accepted substitution(s) shall be listed in written Addenda issued to all Bidders of Record. Substitutions which have not been specifically accepted in writing, by inclusion in addenda, shall be deemed rejected.

E. After Award of Contract: No substitutions will be considered except as follows.

1. It shall be the duty of the Contractor to immediately inform the Architect and Director of any suspected or anticipated substitutions required pursuant to the following conditions:
 - a) Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
 - b) Unavailability of specified products, through no fault of Contractor and/or subcontractor. "Unavailability" shall mean that the product specified is no longer available for purchase in the market place.
 - c) Subsequent information discloses inability of specified products to properly meet the

specifications, or to fit in a designed space.

2. If any such substitution is required under this subsection, such substitution shall be processed in accordance with the procedures set forth in subparagraphs B through D of this section, except that the time limit for submitting the request shall not apply, and acceptance of the request shall be means of return of the request signed for approval by the Director.

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

IB-19 EXCEPTIONS

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

IB-20 INTERPRETATION OF CONTRACT DOCUMENTS and NOTICE

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Specification or other Contract Documents, he may submit to the Chief Procurement Officer or contact listed in the project overview 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. It is the bidders responsibility to obtain such Addendum via the Cook County Office of Procurement website. Failure on the part of the prospective Bidder to receive a written interpretation prior to the time of the opening of Bids will not be grounds for withdrawal of the Proposals. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the Proposal Form. Oral explanations will not be binding. A request for an interpretation will not extend the due date for bids.

All questions about the interpretation of document Technical Specifications or drawings may be made only in writing or at the pre-bid conference. If not made at the pre-bid conference, such questions shall be directed to the Office of the Chief Procurement Officer. Questions will be answered in writing by means of an Addendum issued by the Office of the Chief Procurement Officer.

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

Office of the Chief Procurement Officer
Cook County Illinois
118 N. Clark Street, Room 1018
Chicago, IL 60602
(Reference Project, County Contract Document Number, and Buyer's name)

Or via email to the buyer listed on the Project Overview

IB-21 CASH BILLING DISCOUNTS

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

IB-22 TAXES

Federal Excise Tax does not apply to materials purchased by the County of Cook by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers'

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

IB-23 BID RIGGING - BID ROTATING

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

IB-24 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

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

IB-25 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.

IB-26 BID DISPUTES

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bid for award or execution. The bid protest must specify why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protestor believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

IB-27 LOCAL BUSINESS PREFERENCE

COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 6, SECTION 34-230.

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

"Local Business" shall mean a person, including a foreign corporation 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 a Bid is submitted to the County and further which employs the majority of its regular, full time work force within Cook County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid Proposal submittal, have such a bona fide establishment within the County.

IB-28 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-29 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract.

IB-30 ELIGIBLE BID PREFERENCE FOR VBES and SDVBES

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBES") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

END OF SECTION

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GENERAL CONDITIONS

GC-01 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

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

GC-02 INDEMNITY

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

GC-03 CONDUCT OF CONTRACTOR AND COMPLIANCE WITH LAWS

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

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

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

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

GC-03 CONDUCT OF CONTRACTOR AND COMPLIANCE WITH LAWS (CONT.)

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.

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

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

Contractor shall not make any change or reassignment of Key Personnel as defined in GC-53 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.

GC-05 TIME AND PROGRESS

- 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. The contract period is May 6, 2015 to May 5, 2016.
- B. **Requirements for Time Schedule:** The Contractor shall prepare and update monthly a Time Schedule as required under GC-50 and in conformance with the requirements outlined herein. The Time Schedule shall be a computerized schedule under GR-1, utilizing Primavera P3 software. The Time Schedule must provide for substantial completion of the Work within the

Contract Time. The Time Schedule shall include hammock line items to facilitate the summarization of the schedule. Such hammock line items shall be defined by the County or the Construction Manager within 10 days after submittal of the first draft Time Schedule, and shall be incorporated into the Time Schedule by the Contractor before approval of the Time Schedule.

- C. **Activities to Be Included in Time Schedule:** The Time Schedule shall include, as a minimum, the following categories of activities: The itemization of the following categories of activity into individual activity line items shall be subject to the approval of the County. Activity or approvals by the County, Construction Manager or Architect shall be represented by different line items from activity by the Contractor. All activity line items shall be indexed to trade subcontractor, responsibility (owner or Architect or Contractor) and physical area designations.
1. Preconstruction
 - Contract Award
 - Permit approval
 - Notice to Proceed
 - Key Submittals
 - Site Planning Meeting
 2. Procurement of Long Lead Items
 3. Site Preparation; Demolition
 4. Construction
 5. Equipment Installation
 6. Systems Test, Balance, Adjustment and Commissioning
 7. Site Readiness (Substantial Completion) Walkthrough
 8. Punch list work
 9. Staff Training
 10. Final Completion and Closeout Documentation
- D. **Critical Path:** The Critical Path shall clearly be indicated on the schedule. The Time Schedule shall incorporate a minimum of 5% of the Contract Time as the original total float on the most critical path.
- E. **Updates:** The Contractor shall submit monthly revised schedule updates to the County, but any such updates shall not operate to extend the Time Schedule except in accordance with GC-16. Any revisions to the Time Schedule, and other scheduling requirements listed in the Contract Documents, shall not delay, obstruct, hinder or interfere with the commencement, progress or completion of any other work on the Project.
- F. **Weekly Progress Meetings.** It will be the Contractor's responsibility to attend the Weekly Progress Meeting. At the meetings, Contractor shall present a list of items completed in the week prior to the meeting as well as a two-week look-ahead schedule as a reminder of upcoming activities.
- G. **Failure to Meet Schedule:** If the Contractor fails to accomplish portions of the Work within the period set forth in the Time Schedule, or fails to achieve "milestone" dates set forth in the Time Schedule, and if no extension of the Contract Time is agreed to by the County, the Contractor shall provide to the County upon request a written recovery plan indicating the manner in which the Contractor intends to recover the lost time in order that the Project can be completed within the Contract Time. If the Contractor fails to provide a realistic recovery plan, and if the County reasonably deems the delay to be material, then the County may declare the delay to be a default under the Contract and may proceed in accordance with GC-18. If the milestone dates

are not achieved, then the County shall have the right to require an acceleration plan that restores the schedule and ensures meeting all subsequent milestone dates.

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.

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

A. Schedule of Permit Activities: The scheduling requirements for the permit process are as follows:

1. Within five (5) business days after Notice of Award, the Contractor shall inform the Architect in writing of any drawings or other materials necessary for purposes of applying for and processing the building permit and any other permits necessary for commencement of the Work that the Contractor has not received.
2. Within five (5) business days after the Contractor's request, the Architect shall provide the requested drawings or other materials. If the Contractor does not timely receive the requested drawings or other materials necessary to file a particular permit application, the Contractor shall immediately notify the Owner and the Construction Manager in writing of the failure of the Architect to supply such requested drawings or other materials, and the affected permit application shall be filed by the Contractor within three (3) business days after receipt of the necessary drawings.
3. Within fifteen (15) days after the Notice of Award unless extended by the County, the Contractor shall have completed the filing of all building permit applications and

applications for any other necessary permits with the appropriate authorities.

4. Within sixty (60) days after the Notice of Award, the Contractor shall have obtained all building and other permits. If the Contractor fails to obtain all permits within sixty (60) days after the date of the Notice of Award (such sixty (60) day period to be extended by any period of delay by the Architect in providing necessary permit drawings (and to be further extended by any period of delay that the Contractor can demonstrate to the satisfaction of the Director was not the fault of the Contractor), such failure shall constitute a material breach of the Contract, and shall constitute grounds for default pursuant to Section GC-18.
 5. A copy of each permit application shall be submitted to the County within 3 calendar days after filing for such application. A copy of the actual permit shall be submitted to the County within 3 calendar days after it's receipt by Contractor.
- B. Contractor to Provide Copies:** The Contractor shall provide copies to the Owner, Construction Manager and Architect of all correspondence, applications, and transmittals related to the building and other permits simultaneously with mailing or filing of such material. The Contractor shall submit two (2) copies of each building and other permit to the Owner, Construction Manager and Architect prior to starting Work for which such permit is required.
- C. Permit Fees:** Contractor shall be responsible for procuring, at its own expense, any and all permits necessary for the completion of the Project.
- D. Agencies Having Jurisdiction Over Aspects of the Project:** The Contractor is advised that the following agencies may have jurisdiction over aspects over the Work of this Project:
1. Department of Transportation/City of Chicago
 2. Illinois Department of Transportation
 3. Bureau of Water Distribution/City of Chicago
 4. Department of Sewers/City of Chicago
 5. Bureau of Electricity/City of Chicago
 6. Bureau of Streets/City of Chicago
 7. AT&T and/or other Telecommunication Providers as applicable
 8. Commonwealth Edison
 9. Peoples Energy/Nicor
 10. Chicago Transit Authority
 11. Western Union Telegraph/MCI
 12. Metropolitan Water Reclamation District
 13. Fire Prevention Bureau/City of Chicago
 14. Department of Building and Zoning/City of Chicago
 15. Departments of Building and Zoning of Local Municipalities
 16. Cook County Department of Building and Zoning
 17. Office of the State Fire Marshall
 18. Illinois Environmental Protection Agency

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

GC-8 ARCHITECT'S AUTHORITY

The Architect shall have authority to act on behalf of the County only to the extent expressly provided in the Contract Documents, unless otherwise modified by written instrument to the Contractor by the County. The Chief Procurement Officer and Director may issue instructions to the Contractor through the Architect. Nothing contained in the Contract Documents shall create any contractual relationship

between the Architect and the Contractor. The Architect shall not have the authority to stop the Work.

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

GC-9 PROGRAM & CONSTRUCTION MANAGER'S AUTHORITY

For the purpose of this section both Program and Construction Manager are referred to as "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 Manager. Nothing contained in the Contract Documents shall create any contractual relationship between the Manager and the Contractor. The Manager shall not have the authority to stop the Work.

The 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 Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing work.

GC-10 NUMBER OF DOCUMENTS

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

GC-11 COOPERATION BETWEEN CONTRACTORS

If separate Contracts are let for work within or adjacent to the project site, each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion or the work being performed by other Contractors.

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

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

GC-12 PLANS OR DRAWINGS AND SPECIFICATIONS COOPERATIVE

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

If work is required in a manner to make it impossible to produce first class work, or should discrepancies

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

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

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

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

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

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

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

GC-13 VARIATIONS

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

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

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.

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

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

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

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

GC-15 PAYMENT TO CONTRACTOR AND SUBCONTRACTORS

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which

amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties. No payments shall be made without such invoices having been submitted along with three copies of County Voucher Form 29A.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County. The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct.

The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the County, provided that such subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a subcontractor when the subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a subcontractor exercising legal or contractual rights.

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

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

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

The Director may, whenever he shall have reason to believe that the Contractor has neglected or failed to pay any Subcontractors, workmen, or employees for work 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 Contractor shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the Contract have been complied with and work had been accepted by the Director, whereupon the County will, at the expiration of thirty (30) calendar days after such completion and acceptance, pay the whole account of money due to the Contractor under the Contract.

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

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

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

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

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

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

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

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

GC-16 CHANGES AND MODIFICATIONS

In the case of Contracts approved by the Chief Procurement Officer, the Chief Procurement Officer may amend a contract provided that any such amendment(s) does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. In the case of contracts approved by the Board, the CPO shall have the authority to execute Contract amendments on Contracts approved by the Board; provided, however, that the total of such amendments does not extend the Contract by more than one (1) year and does not increase the original Contract by more than \$150,000.00 during the term of the Contract. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

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

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

OWNER INITIATED CHANGES:

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

ARCHITECT INITIATED CHANGES:

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

CONTRACTOR INITIATED CHANGE REQUESTS:

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

Contractor Change Requests:

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

Contractor Claims and Changes Proposals:

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

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.

- d. Equipment. Machinery and equipment which the Contractor has on the job for use on contract items shall be used as deemed necessary or desirable. The Contractor will be paid for all machinery and equipment (other than small tools) used on the work in accordance with the latest revision of "SCHEDULE OF AVERAGE ANNUAL EQUIPMENT OWNERSHIP EXPENSE WITH OPERATING COST" as issued by the Department of Transportation of the State of Illinois, for the period that said machinery and equipment are in use on such work, to which no percent shall be added. Where equipment and machinery are listed in this schedule, the rates will be determined by the Director after reviewing all available records of the Contractor or other information concerning the expense of operating that type of equipment.
- e. Bond. The Contractor shall be paid for a reasonable actual increase in cost of his performance bond attributable to the change in the Work.
- f. Subcontractors. For Subcontractor work, involving labor or labor and materials, for additional work, the Contractor will be allowed no more than an additional five percent (5%) of the cost of the labor and materials to cover the Contractor's supervision, and related expense on such subcontract operations.
- g. Subcontractor or sub-subcontractor, for additional work involving labor or labor and materials, will be allowed no more than an additional fifteen percent (15%) of the cost of the labor and materials to cover overhead costs and profit.

- 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 CPO 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 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" as defined in GC-53. The superintendent shall represent the Contractor on site, and all communications with the superintendent shall be as binding as if made to the Contractor. The Architect, Construction Manager, and other consultants shall not be responsible for the acts or omissions of the superintendent or assistant superintendents. The superintendent shall be at the construction site during all normal working hours for a minimum of forty (40) hours per week and shall also be at the site during all weekend work, overtime work and special operations regardless of when performed.

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 on 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.

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

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

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

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

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

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

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

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

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

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.

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

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

In the event that the Contractor does not provide the warranty services within the required time, the Owner may deduct the cost from the contract or seek reimbursement from the contractor for work performed.

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.

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.

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) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

GC-30 DEDUCTIONS FOR UNCORRECTED WORK

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

GC-31 REFERENCE STANDARDS

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

GC-32 COOK COUNTY HUMAN RIGHTS ORDINANCE

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

GC-33 EMPLOYMENT - VETERANS

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

GC-34 CERTIFICATE OF QUALIFICATION
COOK COUNTY ORDINANCE ARTICLE 34 SECTION 173

No person or business entity shall be awarded a contract or subcontract, for a period of five (5) years, if that person or business entity: (a) has been convicted of bribery or attempting to bribe an officer or employee of a unit of government in that officer or employee's official capacity; or (b) has made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct.

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

GC-35 TAX AND FEE DELINQUENCY
COOK COUNTY ORDINANCE ARTICLE 34 SECTION 177

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

GC-36 DISQUALIFICATION FOR NON-PERFORMANCE
COOK COUNTY ORDINANCE ARTICLE 34 SECTION 170

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

GC-37 STEEL PRODUCTS PROCUREMENT

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

GC-38 TERMINATION FOR CONVENIENCE

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

GC-39 INSPECTION OF WORK

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

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

- (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 Construction Manager to make such quality inspections, tests or to discover defective design, materials or workmanship shall not relieve the Contractor of its obligations under this Contract nor prejudice the rights of the Owner thereafter to reject or require the correction of defective Work in accordance with the provisions of this Contract.

- (2) If the Owner, upon advice from the Architect or Construction Manager, determines that any Work requires special inspection, testing or approval which the Specifications do not identify, the Owner will instruct Contractor to order such special inspection, testing or approval. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Architect's, Construction Manager's and other consultants' additional services made necessary by such failure; otherwise, the Owner shall bear such costs, and an appropriate Change Order shall be issued.
- (3) If any other portion of the Work has been covered which the Architect or Owner have not specifically requested to observe prior to being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall, by appropriate Change Order, be charged to the Owner. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay such costs unless it be found that this condition was caused by the Owner, in which event the Owner shall be responsible for the payment of such costs.

GC-40 ACCIDENT REPORTS

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

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

GC-41 ROYALTIES AND PATENTS

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

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

GC-42 PATENTS, COPYRIGHTS AND LICENSES

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

GC-43 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

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

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

GC-44 AUDIT: EXAMINATION OF RECORDS

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

The Contractor further agrees that it shall include in all of its Subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized

representatives shall, until expiration of three (3) years after final payment under the Subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the Subcontract, or to such Subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

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

GC-45 GENERAL NOTICE

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

TO THE COUNTY OF COOK:

DEPARTMENT OF CAPITAL PLANNING & POLICY

69 West Washington Street, 30th Floor
Chicago, Illinois 60602

Attention: Director, Department of Planning & Policy
(Reference Project and County Contract Document Number)

OFFICE OF THE CHIEF PROCUREMENT OFFICER

Cook County Building
118 North Clark Street, Room 1018
Chicago, IL 60602

Attention: Chief Procurement Officer
(Reference Project and County Contract Document Number)

TO THE VENDOR:

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

GC-46 MISCELLANEOUS

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

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

GC-47 ENTIRE AGREEMENT

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

GC-48 COOPERATION WITH INSPECTOR GENERAL

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

GC-49 COOK COUNTY CONTRACT COMPLIANCE - DISADVANTAGED BUSINESS ENTERPRISE (DBE) Or MINORITY BUSINESS ENTERPRISE (M/WBE) - SEE SPECIAL CONDITIONS.

GC-50 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 GC - 05 . 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 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.
- C. **Permits Status Reports:** The Contractor shall provide the County and the Construction Manager with a written status report on the permit review process as to all permit applications, beginning two (2) weeks after the filing of the first such application and every two (2) weeks thereafter until all necessary permits have been issued. If the Contractor requires assistance in

the permitting process from either the County or the Architect, the Contractor shall request such assistance in writing, directed to the party whose assistance is requested, and specifying the nature of the assistance request. In the case of assistance from the Architect, a copy of such request shall be provided to the County and the Construction Manager. A Notice to Proceed will not be issued until all permits have been issued which are required by laws or ordinances for construction to begin.

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

GC-51 SUBMITTALS & LONG LEAD TIME MATERIALS

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

GC-52 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.

GC-53 KEY PERSONNEL: PROJECT MANAGEMENT (PROJECT CONTROL)

All of the individuals described in this section, if any, in GC-20 shall be identified shall be deemed to be "Key Personnel". Contractor shall provide a list of the Key Personnel, 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 the list, 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.

The Contractor shall assign the following specific individuals in addition to the superintendent described in GC-20:

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

GC-54 TRAINING

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

GC-55 DOCUMENTATION REQUIREMENTS: GENERAL & FINAL COMPLETION

- A. **Copies on Site:** The Contractor shall keep an updated copy of the Contract Documents at the Project site. Additionally, the Contractor shall keep a copy of approved Shop Drawings and other submittals at the Project site.
- B. **Delivery Document Sets:** At the time of delivery of each of the building systems and items of equipment the Contractor will deliver to the Architect for delivery to the Owner two (2) complete and unabridged sets (or such greater number as may be required in the Technical Specifications) of operating manuals, service manuals, electric, pneumatic and hydraulic schematics (whichever applicable), and troubleshooting documentation for each

such building system and item of equipment installed unless otherwise noted.

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

GC-56 CLEANING AND OTHER REQUIREMENTS

In addition to the requirements of GC-21, which pertain to the Contractor's responsibilities for safety of the Project site, and this section on the 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 also have the following responsibilities. If the following requirements are inconsistent with requirements set forth in the Technical Specifications, the more stringent requirement shall control.

- A. The Contractor shall at all times keep the Project site free from accumulations of waste material or rubbish caused by the Work. At the completion of the Work, the Contractor shall remove all Project signs and all rubbish and temporary work, of every nature, from and about the Project and the Project site. The Contractor shall remove all tools, scaffolding and surplus materials and shall leave the Work broom clean or its equivalent, unless more exactly specified in any part of the Contract Documents. If the Contractor fails to clean up as required by the Contract Documents, the Owner may do so, and the costs associated with such cleanup shall be charged to the Contractor.
- B. Immediately before turning any portion of the Project over to the Owner, where there is

exterior glass, the Contractor shall have all glass cleaned by professional window washers. Care shall be taken not to scratch any glass. Acid or other cleaning material which will injure or mar the surface or adjacent Work will not be allowed. Any damage resulting from glass cleaning shall be corrected by the Contractor, including the furnishing of new glass of same character and quality or the replacement of other Work damaged or disturbed.

- C. Immediately before turning over any portion of the Work, the Contractor shall thoroughly clean, dust and finish the area, including all interior and exterior surfaces, piping, conduit, ducts, furnishings, fixtures and equipment to a standard commensurate with occupation and use of the Project. The Contractor shall carry out all cleaning, stripping, waxing, polishing or similar treatment required for the Work to be suitable for occupation.
- D. Until the date of Substantial Completion, the Contractor shall clean on a daily basis all interior and exterior areas, including those which are visible from outside the job site.
- E. The Contractor shall comply with any additional requirements imposed by the Technical Specifications, including "LEED" air quality and other requirements.

GC-57 COOK COUNTY RESIDENCY ORDINANCE CHAPTER 34, SECTION 190

For all Public Works Projects, the Bidder shall comply with Section 34-190 of the Cook County Procurement Code, which requires that Public Works Contracts having an estimated contract price of \$100,000 or more, where not otherwise prohibited by Federal or State law, shall have at least 50 percent of the total hours worked on the site by employees of the Contractor and subcontractors shall be performed by residents of the County.

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

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

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

GC-58 RESPONSIBLE BIDDER

All Bid Proposals for Public Works Construction shall be evaluated to determine, whether the Bidder is responsible, in accordance with Section 34-145 of the Cook County Procurement Code. In accordance with Section 34-145 the CPO shall determine whether the Bidder: (i) is authorized to do business in Illinois and the County; (ii) has, as applicable, a Federal Employer Identification Number or Social Security; (iii) meets any applicable insurance requirements in the Bid Document; (iv) has certified that it is in compliance with all provisions of the Illinois Prevailing Wage Act, and State and Federal equal employment opportunity laws; (v) has certified that it participates in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the awarded Contract; (vi) contractually requires any subcontractor to participate in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of

the trades of work contemplated under the awarded Contract; and (vii) has agreed to provide Certified payrolls as specified in the Illinois Prevailing Wage Act.

GC-59 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.

GC-60 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.

GC-61 OWNER'S RIGHT TO STOP WORK

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

GC-62 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.

GC-63 RETURNS OF EMPLOYMENT AND SUBCONTRACTING

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

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

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

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

GC-64 SAFETY & UTILITY SHUTDOWNS

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

GC-65 CONSTRUCTION PHOTOGRAPHS

Definitions.

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

"Construction Progress Photographs" or "Construction Photographs" means Photographs of the Work taken during construction, the subject of which has direct bearing on the Work and adequately illustrates progress of the Work to date. Construction Progress Photographs shall document the progress of the Work during the month covered by such Construction Progress Photographs, and shall include Photographs of each building system or component impacted by the Work during such period, including but not limited to building structure, architectural elements, mechanical systems, interior and exterior finishes, furniture, fixtures and equipment, other relevant items of Work.

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

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

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

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

Additional Copies and Additional Photographs. In addition to the required submittal of

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

GC-66 COOK COUNTY GREEN CONSTRUCTION ORDINANCE

The Contractor shall comply with all requirements of the Cook County Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955 of the Cook County Code as applicable to diesel vehicle emissions under GR-2.

END OF SECTION

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

SC-1 FEDERAL CLAUSES AND PREVAILING WAGES

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

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

1.2 False or Fraudulent Statements and Claims

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

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

1.3 Federal Interest in Patents

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

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

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

1.4 Federal Interest in Data and Copyrights

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

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

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

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

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

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

(4) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than

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

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

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

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

1.5 Records and Audits

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

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

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

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

1.6 Environmental Requirements

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

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

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

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

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

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

1.7 No Exclusionary or Discriminatory Specifications

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

1.8 Cargo Preference-Use of United States Flag Vessels

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

1.9 Fly America

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

1.10 No Federal Government Obligations to Third Parties

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

1.11 Allowable Costs

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

1.12 Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

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

(3) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

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

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

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

1.13 Termination for Convenience

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

1.14 Contract Work Hours and Safety Standards Act

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

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

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

and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

1.15 Veteran's Preference

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

1.16 Copyright Ownership

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

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

1.17 Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or

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

1.18 Visual Rights Act Waiver

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

1.19. Equal Employment Opportunity

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

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

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

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

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

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

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

1.23. Rights to Inventions Made Under a Contract or Agreement

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

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

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

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

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

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

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

1.27. Excluded Parties List System

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

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

1.28. Buy America

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

1.29. American Recovery and Reinvestment Act (ARRA)

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

SC-2 DAVIS BACON WAGE RATES

General Decision Number: IL140009 10/03/2014 IL9

Superseded General Decision Number: IL20130009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/03/2014 |
| 1 | 01/24/2014 |
| 2 | 02/07/2014 |
| 3 | 06/06/2014 |
| 4 | 06/13/2014 |
| 5 | 06/20/2014 |
| 6 | 07/04/2014 |
| 7 | 07/11/2014 |
| 8 | 07/18/2014 |
| 9 | 08/01/2014 |
| 10 | 09/05/2014 |
| 11 | 10/03/2014 |

ASBE0017-001 06/01/2014

| | Rates | Fringes |
|--|----------|---------|
| ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems..... | \$ 48.45 | 24.35 |
| Fire Stop Technician..... | \$ 38.76 | 23.15 |
| HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems..... | \$ 36.34 | 23.15 |

BOIL0001-001 01/01/2014

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|---|----------|---------|
| BOILERMAKER..... | \$ 42.13 | 25.45 |
| ----- | | |
| BRIL0021-001 06/01/2011 | | |
| | Rates | Fringes |
| BRICKLAYER..... | \$ 39.78 | 20.80 |
| ----- | | |
| BRIL0021-004 06/01/2010 | | |
| | Rates | Fringes |
| Marble Mason..... | \$ 39.03 | 19.90 |
| ----- | | |
| BRIL0021-006 06/01/2012 | | |
| | Rates | Fringes |
| TERRAZZO WORKER/SETTER..... | \$ 39.37 | 20.51 |
| TILE FINISHER..... | \$ 33.60 | 15.22 |
| TILE SETTER..... | \$ 40.49 | 16.93 |
| ----- | | |
| BRIL0021-009 06/01/2009 | | |
| | Rates | Fringes |
| MARBLE FINISHER..... | \$ 29.10 | 19.90 |
| ----- | | |
| BRIL0021-012 06/01/2009 | | |
| | Rates | Fringes |
| Pointer, cleaner and caulker..... | \$ 39.20 | 18.51 |
| ----- | | |
| CARP0555-001 06/01/2014 | | |
| | Rates | Fringes |
| CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer..... | \$ 43.35 | 27.67 |
| ----- | | |
| CARP0555-002 10/01/2012 | | |
| | Rates | Fringes |
| CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories).... | \$ 32.12 | 25.47 |
| ----- | | |
| * ELEC0009-003 06/02/2014 | | |
| | Rates | Fringes |
| Line Construction Groundman..... | \$ 35.96 | 21.79 |
| Lineman and Equipment Operator..... | \$ 46.10 | 27.94 |
| ----- | | |

ELEC0134-001 06/04/2012

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

ELEC0134-002 04/01/1998

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

CLASS B SCOPE OF WORK:

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

FOOTNOTES:

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

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

ELEC0134-003 06/04/2012

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

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment; appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites,

such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

 ELEV0002-003 01/01/2014

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 49.90 | 26.785+a+b |

FOOTNOTES:

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

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

 * ENGI0150-006 06/01/2014

Building and Residential Construction

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| GROUP 1..... | \$ 47.10 | 32.05 |
| GROUP 2..... | \$ 45.80 | 32.05 |
| GROUP 3..... | \$ 43.25 | 32.05 |
| GROUP 4..... | \$ 41.50 | 32.05 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill
 Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form
 Paver*; Straddle Buggies; Tournapull; Tractor with Boom,
 and Side Boom; and Trenching Machines*.

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

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

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

*-Requires Oiler

 * ENGI0150-025 06/01/2014

Heavy and Highway Construction

| | Rates | Fringes |
|---------------------------|----------|---------|
| OPERATOR: Power Equipment | | |
| GROUP 1..... | \$ 45.30 | 32.05 |
| GROUP 2..... | \$ 44.75 | 32.05 |
| GROUP 3..... | \$ 42.70 | 32.05 |
| GROUP 4..... | \$ 41.30 | 32.05 |
| GROUP 5..... | \$ 40.10 | 32.05 |

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

Machine with Air Compressor (\$1.00 above Class 1);
Dredges*; Field Mechanic Welder; Formless Curb and Gutter
Machine*; Gradall and machines of a like nature*; Grader,
Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol,
Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver
mounted*; Hoists, one, two, and three Drum; Hydraulic
Backhoes*; Backhoes with Shear attachments*; Mucking
Machine; Pile Drivers and Skid Rig*; Pre-Stress Machine;
Pump Cretes Dual Ram (requires frequent lubrication and
water)*; Rock Drill- Crawler or Skid Rig*; Rock Drill truck
mounted*; Rock/ Track Tamper; Roto Mill Grinder, (36" and
over)*; Slip-Form Paver*; Soil Test Drill Rig, truck
mounted*; Straddle Buggies; Hydraulic Telescoping Form
(tunnel); Tractor Drawn Belt Loader*; Tractor Drawn Belt
Loader with attached Pusher (two engineers); Tractor with
boom; Tractaire with attachment; Traffic Barrier Transfer
Machine*; Trenching Machine; Truck Mounted Concrete Pump
with boom*; Underground Boring and/or Mining Machines 5 ft
in diameter and over tunnel, etc.*; Wheel Excavator* &
Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft*

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

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

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to
exceed a total of 300 ft); Air Compressor - Large over 250;

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

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

*Requires Oiler

IRON0001-026 06/01/2013

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

IRON0063-001 06/01/2013

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

IRON0063-002 06/01/2014

| | Rates | Fringes |
|--------------------|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 35.84 | 24.82 |

IRON0136-001 07/01/2012

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

LABO0002-006 06/01/2014

| | Rates | Fringes |
|----------------------------------|-----------|---------|
| LABORER (BUILDING & RESIDENTIAL) | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.00 | 24.40 |
| GROUP 3..... | \$ 28.075 | 24.40 |
| GROUP 4..... | \$ 38.10 | 24.40 |
| GROUP 5..... | \$ 38.15 | 24.40 |
| GROUP 6..... | \$ 38.20 | 24.40 |
| GROUP 7..... | \$ 38.22 | 24.40 |
| GROUP 8..... | \$ 38.32 | 24.40 |
| GROUP 9..... | \$ 38.35 | 24.40 |
| GROUP 10..... | \$ 38.45 | 24.40 |

| | | |
|---------------|----------|-------|
| GROUP 11..... | \$ 38.27 | 24.40 |
| GROUP 12..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS

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

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

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

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

GROUP 6: Stone Derrickmen & Handlers.

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

GROUP 8: Firebrick & Boiler Laborers.

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

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

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

LABO0002-007 06/01/2014

| | Rates | Fringes |
|---------------------------|----------|---------|
| LABORER (HEAVY & HIGHWAY) | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.27 | 24.40 |
| GROUP 3..... | \$ 38.15 | 24.40 |
| GROUP 4..... | \$ 38.27 | 24.40 |
| GROUP 5..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS

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

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen;

Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

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

LABO0002-008 06/01/2014

| | Rates | Fringes |
|----------------------------|----------|---------|
| LABORER (Compressed Air) | | |
| 0 - 15 POUNDS..... | \$ 39.00 | 24.40 |
| 16 - 20 POUNDS..... | \$ 40.50 | 24.40 |
| 21 - 26 POUNDS..... | \$ 41.00 | 24.40 |
| 27 - 33 POUNDS..... | \$ 42.00 | 24.40 |
| 34 - AND OVER..... | \$ 43.00 | 24.40 |
| LABORER (Tunnel and Sewer) | | |
| GROUP 1..... | \$ 38.00 | 24.40 |
| GROUP 2..... | \$ 38.12 | 24.40 |
| GROUP 3..... | \$ 38.22 | 24.40 |
| GROUP 4..... | \$ 38.35 | 24.40 |
| GROUP 5..... | \$ 39.00 | 24.40 |

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0225-001 06/01/2011

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

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

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

PAIN0014-001 06/01/2013

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

PAIN0027-001 06/01/2014

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 40.50 | 30.82 |

PLAS0005-002 07/01/2014

| | Rates | Fringes |
|----------------|----------|---------|
| PLASTERER..... | \$ 42.25 | 24.24 |

PLAS0502-001 06/01/2014

| | Rates | Fringes |
|-------------------------------------|-------|---------|
| CEMENT MASON/CONCRETE FINISHER...\$ | 43.10 | 26.39 |

PLUM0130-001 06/03/2013

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

PLUM0597-002 06/01/2014

| | Rates | Fringes |
|-----------------|----------|---------|
| PIPEFITTER..... | \$ 46.00 | 26.84 |

 ROOF0011-001 05/31/2014

| | Rates | Fringes |
|-------------|----------|---------|
| ROOFER..... | \$ 39.70 | 18.87 |

 SFIL0281-001 06/01/2013

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

 SHEE0073-001 06/01/2011

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

 SHEE0073-002 06/01/2011

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

 TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

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

FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.
- C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

 TEAM0731-002 03/01/2012

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

Traffic Control Device Monitor

TRAFFIC SAFETY WORKER:

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

9.08

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

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

FOOTNOTES:

a. \$463.00 per week.

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

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

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

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

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

still
they

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

Union Identifiers

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

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

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

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

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

WAGE DETERMINATION APPEALS PROCESS

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

SC-3 Contract Compliance - DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Cook County Contract Compliance has determined a 35% Disadvantage Business Enterprise Goal for this Project.

Policy and Goals

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

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

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

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

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

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

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

II. Required Pre-Award Bid Submittals

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

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

A. DBE Utilization Plan

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

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

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

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

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

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

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

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

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

B. Letter(s) of Intent

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

C. Letters of Certification

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

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

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

D. Joint Venture Affidavit

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

III. Contract Monitoring

A. Forms

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

Please return the reports to the attention of: Jacqueline Gomez
Director of the Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, IL 60602

B. Procedures

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

1. Substitutions, Additions or Deletions of Subcontractors or Suppliers

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

If a Contractor proposes to substitute, add or delete a Subcontractor or Supplier and either (1) the Project Specific Goal(s) were not met prior to this action, or (2) the Project Specific Goal(s) may not be met because of this action, the Contractor must make Good Faith Efforts to meet the Project Specific Goal(s). Documentation demonstrating Good

Faith Efforts, as described above, must be submitted with a request for substitution, addition or deletion if the Project Specific Goal(s) are not otherwise met. The Director will determine whether Good Faith Efforts have been made. If Good Faith Efforts to substitute or add a DBE have been made and the Contractor has been unsuccessful in substituting with a DBE to the satisfaction of the Director, then the Contractor may substitute or add a non-certified firm.

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

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

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

2. Change Orders

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

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

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

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

IV. Contract Closeout Procedures

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

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

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.

SC4 -INSURANCE REQUIREMENTS

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.

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
\$1,000,000 each Accident
\$1,000,000 each Employee
\$1,000,000 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 Per Project | \$ 2,000,000 |
| Completed Operations Aggregate | \$ 2,000,000 |

The General Liability policy shall include 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.

Contractor will maintain pollution liability insurance with limits of liability of \$1,000,000 each claim.

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

any coverage under this policy is written as

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

In addition to the coverages above, Contractor shall secure and maintain umbrella/excess liability insurance with limits not less than the following amounts:

| | |
|-------------------------------|-------------|
| Each Occurrence: | \$5,000,000 |
| General Aggregate Per Project | \$5,000,000 |

(f)

When Contractor performs any construction activities or repairs or replaces any

Installation Floater Insurance on an all risk form, including flood and earthquake, for 100% of the completed value of the Work, unless otherwise specified in the Special required for construction of a building or an addition to a structure. Installation Floater Insurance shall be required for renovation projects including repair or replacement of equipment and machinery. Such policy shall include as named insured parties the County and all Subcontractors, as their interests may appear. The Contractor shall be responsible for payment of the deductible in the event of covered loss.

(e) **Property Insurance**

Contractor is responsible for all tools, equipment materials or supplies owned rented, or used by Contractor.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. The Commercial General Liability policy shall specifically include ISO Additional Insured Endorsements CG 2010 and CG 2037 or equivalents. The products and completed operations coverage (including ISO Endorsement CG 2037 or equivalent) must be maintained for a period of five years after final acceptance of the Project.

maintained by Cook County. Any insurance or self-insurance maintained by Cook insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Office of the Chief Procurement Officer at least 30 days prior to the effective date of any cancellation, non-renewal or significant modification of such policies. 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-5 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 \$1000 per calendar day will be assessed against the Contractor starting on the day after the date on which the Contract Time ends up to and including the Date of Substantial Completion. If the Time Schedule provides for the Work to be performed in phases, and if the Contractor is late with one phase of the Project, the following phase time duration is reduced by the amount of time the Contractor is late. In other words, the completion date for each phase of the Work is established by the Contractor and will not change unless a time extension is granted by the County. Liquidated damages may be assessed against any pay application if it is determined by the County that, based upon submitted updates to the Time Schedule, the Work cannot be completed within the Contract Time, and if the Contractor has failed to present a recovery plan which will assure the County of completion within the Contract Time.

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

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

The County's right to recover liquidated damages is in addition to and not a substitute for any right of recovery for additional cost incurred to complete the Work, should the Contractor fail to do so. Furthermore, the County's right to recover liquidated damages shall not be a substitute for or bar the recovery from the Contractor of any actual out of pocket expenses incurred due to the failure of the Contractor to substantially complete the Work within the Contract Time, including any additional compensation the County may be obligated to pay the Architect, the Construction Manager, or any other contractor for work on the Project occasioned by the Contractor's delay. Nothing contained in this SC-30 shall be construed as limiting the right of the County to recover from the Contractor any and all amounts due or to become due and any and all costs due to any default of Contractor in any other

respect including, but not limited to defective workmanship or materials. The rights and remedies of Cook County herein provided are exclusive only as to money damages for delay, and are in addition to any other rights and remedies provided under this Contract or by operation of law.

SC-6 LEED REQUIREMENTS (NOT APPLICABLE)

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

SC-7 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.

The Contractor must also referred to GR-3 - Requirements for Work at the Cook County Department of Corrections.

SC-8 PROGRAM AND CONSTRUCTION MANAGERS

Both "Program and Construction Manager" is not applicable for this project. Any reference to the Program or Construction Manager in the body of the documents shall be construed as a reference to the County or Architect. However, should the County elect to employ either managers, the County shall notify the Contractor.

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GENERAL REQUIREMENTS

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| GR-3 Requirements for Work at the Cook County Dept. of Corrections | GR-7 |

GR-2 ARTICLE IX. GREEN CONSTRUCTION

Sec. 30-950. Board of Commissioners findings.

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

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

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

Department means the Cook County Department of Environmental Control.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

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

Sec. 30-952. Emission reduction.

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

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

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

by the Department

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

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

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

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

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

Sec. 30-953. Costs.

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

Sec. 30-954. Compliance.

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

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

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

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

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

Sec. 30-955. Enforcement.

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

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

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

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

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

GR-3 REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS

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REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS

I. SUMMARY

The Cook County Department of Corrections (DOC) is a detention facility. It includes high-security and low security detention buildings. This Exhibit specifies minimum security and life safety requirements for Work being performed at the Cook County Department of Corrections (DOC) by General Contractors. The County reserves the right to revise these requirements at any time. The classification of a situation as an emergency is the prerogative of the DOC administration.

Note: The term General Contractor as used in this Exhibit shall mean the General Contractor for the Work, its employees, its subcontractors and their employees, suppliers and all others retained by the General Contractor for this Work.

II. POLICY

A. COMPLIANCE WITH REGULATIONS AND PROCEDURES

1. The General Contractor shall comply with all requirements specified in this section and any other security regulations and procedures implemented by the DOC for any Work to be performed at the DOC.
2. If requirements in this Exhibit come into conflict with any other security and life safety requirements specified in the Contract Documents, the strictest of requirements shall apply at the County's option.
3. The General Contractor shall attend any security and life safety seminars required by the DOC prior to working on site.
4. Emergency shutdowns, transports of detainees, security breaches and other DOC security operations take precedence over all work.
5. The General Contractor shall immediately comply with any directive issued by the DOC in an emergency situation.

B. NONCOMPLIANCE

1. Failure of the General Contractor to comply with any of the requirements set forth in this Exhibit is immediate grounds for removal and denial of future access to the job site.
2. Violators will be subject to arrest and prosecution for any violation of applicable Sections of the Illinois State Penal Law, and the Rules and Regulation of the Department of Corrections.
3. The County reserves the right to impose such contract sanctions as may be determined appropriate, including, but not limited to withholding of payments to the General Contractor until compliance is achieved; and/or cancellation, termination, or suspension of the Contract, in whole or in part is implemented.
4. The costs of sanctions and / or other remedies imposed by the County shall be the responsibility of the General Contractor.

III. SECURITY

A. CONSTRUCTION, TOOL & EQUIPMENT PROGRAMS

1. At least three weeks prior to commencing work on the DOC campus, the General Contractor shall submit:
 - a. A written program delineating its work logistics for review for approval by the County.

SPECIAL REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS

- b. A written program defining a control program to be monitored by the General Contractor for tools, supplies, materials, and equipment brought onto the DOC Campus.
 - c. A written list of medical supplies and equipment that the Contractor will obtain on site per OSHA guidelines.
2. The General Contractor shall modify its programs as required by the County to conform to security and life safety requirements of the DOC.
 3. Additional requirements for tools

B. CONSTRUCTION BARRIERS

1. The Contractor shall provide construction barriers around any Work area accessible to detainees.
 - a. Construction barriers exposed to the weather may be chain-link fencing. Fencing shall be heavy welded wire mesh and secured to avoid unauthorized access or toppling. The Contractor shall provide razor wire at the top if require by the DOC.
 - b. Construction barriers inside shall be either chain-link fencing or solid plywood (1" thick minimum) supported with two by fours and secured with detention grade screws / bolts. The plywood shall be fire rated and painted dark grey. The interior barriers shall be secured to avoid unauthorized access or toppling. The Contractor shall provide razor wire at the top if require by the DOC.
2. The Contractor shall provide a shop drawing(s) showing all types of construction barriers to be used and details for the review for approval of the County.
3. The General Contractor shall provide detention grade locks for the construction barriers and shall provide the County with an extra key for the locks in the event of an emergency.

C. PROHIBITIONS

1. The General Contractor shall not wear khaki or blue colored clothing on the Cook County Jail complex grounds.
2. The General Contractor shall not contact, speak with, give to or trade anything with detainees (inmates).
3. The General Contractor shall not take-off, or bring into the DOC, any article for any detainee.
4. The General Contractor shall not to take any spices or alcohols into the DOC at any time or give or sell any spices or alcohol to detainees.
5. The General Contractor shall not take any drugs or medicines on or off the DOC or give sell any drugs or medicines to detainees
6. The General Contractor shall not bring any canteen, or food service, inside the Security perimeter of the DOC campus.
7. The General Contractor shall not remove any materials, equipment, etc., from the DOC Campus without permission.
8. The General Contractor's supervisor(s) shall sign their name on a form "Authorization to take DOC material off DOC Campus"; to certify that the property being taken from the Campus is their property only, and not the County's. When partial deliveries are made to the Contractor on Campus, the Supervisor shall arrange for an inventory of articles to remain on the delivery vehicle to clear the remainder of the load leaving the site.

SPECIAL REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS

D. INSPECTIONS AND SEARCHES

1. The General Contractor shall be subject to inspection and searches by the Department of Corrections personnel. The County is not obligated to give advance notice to the General Contractor for inspections and searches.
2. The General Contractor shall present all tools and equipment brought onto the site for inspection immediately upon request.
3. The General Contractor will cooperate in having the tools inventoried, and accounted for upon entering and leaving the site.

IV. VEHICLES, PARKING, MOTORIZED CONSTRUCTION EQUIPMENT

A. PARKING: VEHICLES, TRAILERS, STORAGE CONTAINERS

1. All traffic control is subject to Owner approval
2. The General Contractor shall not obstruct any drive or other means of vehicular entry or exiting at the DOC.
3. The General Contractor shall park only in paved parking lots and parking garages designated by the County.
4. The General Contractor shall not park vehicles on any unpaved surface.
5. The Contractor shall pay for any off site parking required due to lack of space.
6. The Contractor shall place trailers and storage containers and construction equipment only in areas designated by the Owner.
7. The Contractor shall provide its own fencing and security for all trailers and storage containers and construction equipment. Owner will not be responsible for damaged, lost, or stolen trailers and storage containers and construction equipment or contents thereof.

B. MOTORIZED VEHICLES CONSTRUCTION EQUIPMENT

1. The General Contractor shall not under any circumstance, for any period of time, leave any vehicle or motorized piece of equipment unattended with engine or motor running or with ignition key in place.
2. The Contractor shall keep all vehicles, trailers, storage containers, and other equipment locked at all times when parked and unattended on Owner's premises. Owner will not be responsible for damaged, lost, or stolen vehicles or contents thereof.

V. TRANSPORTATION AND DELIVERIES TO THE JOB SITE

A. CHECKPOINTS

1. A Checkpoint(s) for entry and exiting of the General Contractor, its equipment, deliveries and transportation of employees to and from the job site will be designated by the DOC.
2. Checkpoint(s) shall be at the sole discretion of the DOC.

B. DELIVERIES

1. In general deliveries can be made during the hours of 7:00 a.m. and 2:30 p.m with advance notice to the DOC. The County reserves the right to change these times.
2. All deliveries of materials shall be through a checkpoint(s) designated by the DOC. The Contractors Superintendent shall clear by telephone or by messenger, all deliveries of materials through the assigned checkpoint.

SPECIAL REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS

3. For truck drivers, suppliers and other delivery people who do not have a permanent employee identification card the General Contractors Superintendent shall be present to vouch for such individuals. The County may perform any security and ID checks it deems appropriate.
4. After the individuals have been approved for entry, temporary badges and passes will be issued at the assigned checkpoint for individuals who do not have a permanent identification card. These temporary badges shall be surrendered at the checkpoint as individuals leave the DOC Campus.

II. WORK AREA ACCESS/CONDITIONS

A. WORK AREA ACCESS

1. The General Contractor shall not have access to any building; any area of a building; any tunnel or exterior space that has not been approved in advance by the DOC.
2. The General Contractor shall remain within the assigned limits of any work site throughout the work day.
3. The General Contractor shall, if requested by the DOC, assemble at the end of the work day to be escorted from the work site.
4. The General Contractor shall provide portable sanitation facilities within the security limits.

B. COMMUNICATION

1. The General Contractor and the County shall provide each other with emergency contact numbers.
2. The Contractor shall provide a Superintendent on-site at all times during the course of the Work, equipped with a cellular phone.

C. CONDITIONS

1. The General Contractor shall keep waste material and containers within secured staging areas. All debris, waste, etc., is to be cleaned up entirely at the end of each working day and deposited in containers within the security area.
2. The General Contractor shall maintain the work site clear of debris caused by the performance of its work and provide enough secured dumpsters to avoid accumulation of debris on the ground, floors, or other surfaces of the facility.
3. The General Contractor shall not allow debris to accumulate such that it causes obstruction to vehicle and pedestrian traffic, emergency entrances, exits, and traffic lanes, or causes potential safety issues.
4. The General Contractor shall provide its own dumpsters and service for the removal of debris. The General Contractor shall not use the dumpsters at the facilities.

VI. IDENTIFICATION BADGES

A. GENERAL REQUIREMENTS

1. The General Contractor shall display ID badges at all times they are on the DOC Campus.
2. The General Contractor shall coordinate with the County to obtain ID badges for all their workers. The General Contractor shall designate one individual to administer and coordinate the ID requirements. No subcontractor, supplier, or other employee of the General Contractor may contact the County to obtain an ID or security clearance.

SPECIAL REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS

3. The costs for all time, coordination and materials related to the ID requirements, is the responsibility of the General Contractor. No time extension will be provided to the General Contractor for failure to coordinate and secure access and IDs in a timely manner.
4. The General Contractor shall compile a list of workers who will require ID badges for the project.
5. The General Contractor shall furnish each worker with an identification card in addition to any identification badge that will be provided by the County. The General Contractor's identification cards shall be at least two and one half inches high by one and one half inches wide, laminated with an alligator clip. It shall contain a) General Contractor's name; b) identification number; c) a recognizable (passport size) photograph of the employee; c) employee's name.
6. The General Contractor shall compile a list of workers who will require ID badges for the project. The General Contractor shall have each individual fill out request and disclosure forms (to be provided by the County) and provide the following information for each individual to include but not be limited to: a) full name; b) current address and telephone number; c) copy of up-to-date driver's license, d) two color photos measuring one and one-quarter inches high by one inch wide.
7. The General Contractor shall immediately report the loss of any identification badge while on or off the DOC property to the designated representative at the DOC. The duty officer in charge will record this information.
8. The General Contractor shall immediately report any worker who is removed from the job site or whose employment is terminated before the close of a work day to the designated representative at the DOC and surrender the ID badge for that employee.

B. HIGH SECURITY AREA ID REQUIREMENTS

1. The requirements in this section are in addition to all other requirements specified in this Exhibit.
2. The Contractor shall maintain an accurate listing of each and every employee working on the site. This listing is to be updated in the form of a typed report on a daily basis and shall be submitted to the Department of Corrections by 2:00 p.m. each day. Employees no longer on the job site shall be removed from this list. Information included on the list shall include: a) name, b) trade, c) badge number, d) home address, e) social security number; and f) driver's license number. The Contractor shall provide copies of the list immediately upon request to the Office of Capital Planning and Policy.
3. The General Contractor with authorized business in a high security area shall report with all of its workers at the designated checkpoint for identification and approval to access the site. The General Contractor will be escorted to the site.
4. Workers will surrender their driver's license or other approved form of ID to the duty officer in charge at the checkpoint and their DOC Construction ID badge will be issued. The DOC Construction ID badge will be displayed at all times. Personal identification shall be produced upon demand of DOC personnel assigned to various checkpoints, as well as security patrols.
5. Security clearances for new workers being added to the General Contractor's work force shall be arranged for by the General Contractor at least 48 hours in advance of a new worker's start date.

SPECIAL REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF
CORRECTIONS

VII. TOOLS

A. GENERAL REQUIREMENTS

The purpose of this requirement is to maintain the security and safety of the General Contractor, detainees, County employees and facility users by preventing tools and equipment from falling into unauthorized hands. The Contractor shall strictly adhere to all requirements concerning tools and their usage as implemented by the DOC. Uncovered Situations

Instructions, procedures and regulations as set forth in this policy and procedure are not totally encompassing of all situations that may arise. In questionable situations concerning tools, the Assistant Director of Security shall be contacted immediately for instructions and clarification.

B. DEFINITIONS

1. As used in this Exhibit, the following definitions shall apply:
 - a. Restricted Tools, Class A are defined to be tools that can be used by detainees (inmates) in effecting an escape, causing death, a serious injuries or in any manner incompatible with their confinement. The tools noted as follows are typical examples of Class A tools. They include but are not limited to" Crow Bars, Bolt Cutters, Drills, Files, Saws, Screwdrivers, Hammers, etc.
 - b. Less Restricted Tools, Class B are defined to be tools not listed as Class A tools and approved by the Chief of Security as Class B tools.

C. TOOL INVENTORY CONTROL & AUDITS

1. The General Contractor is responsible for enforcing tool control policies and shall designate an individual (Tool Coordinator) to coordinate the tool control policy on its behalf. The designated individual shall be responsible for the making and auditing of tool inventories, and overall tool accountability and use on the work site.
2. Tool Inventory Lists: The Tool Coordinator shall prepare and maintain a master inventory list of tools for each area in which tools are stored and/or used. The tool inventory lists shall be typewritten, signed by the Tool Coordinator and posted in the General Contractors Office with a copy provided to the Chief of Security.
3. Tool inventories shall be checked on a daily basis, filed and readily available for review for daily tool accountability by the DOC. The updated tool inventory shall be submitted to the Chief of Security once a week. The Chief of Security may implement a tool audit at any time. The General Contractor shall cooperate with all tool audits conducted by the DOC.

D. STORAGE OF TOOLS & LOSS OF TOOLS

1. STORAGE: The General Contractor shall obtain approval from the County for tool storage methods for tools to be stored on the work site. All tools shall be kept secure and out of the reach of detainees at all times.
2. LOST TOOLS: The General Contractor shall immediately report any tools that are lost on the work site to the Chief of Security by telephone or other expedient means and shall follow all directives issued by the Chief of Security as relates to the tool loss and fully cooperate with any investigations.

E. FLAMMABLE, POISONOUS, HAZARDOUS MATERIALS

1. The General Contractor shall maintain an inventory of all flammable, hazardous, poisonous and toxic materials used in the Work. Examples include but are not limited to: acids, glues, insecticides, gasoline, and diesel fuel. These items may not be stored in any of the work areas. Any questions regarding the use and/or storage of flammable or toxic material shall be addressed to the Assistant Director of Security.

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BID DEPOSIT FORM

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

TO: County of Cook

BID FOR: Countywide Emergency Power Systems Upgrades at Division 1,4,5, South Campus Building 1 and Boot Camp

BID DOCUMENT NUMBER: 1428-14144 BID OPENING DATE: February 11, 2015

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

() Cashier's Check () Bank Draft (X) Other Bid Bond deposit

Drawn on: _____ of: _____
Bank City State

Draft or Check Number: _____ Dated: _____

Amount: \$ 1% of amount bid

Submitted by: _____
Bidder's Name

_____ 831 Oakton Street
Address

_____ IL _____ 60007
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: _____

STATUS REPORT OF PAYMENTS TO DBE PARTICIPANTS

Contract Title: _____

Contract Number: _____ Date: ____ / ____ / ____

STATE OF: _____ COUNTY OF: _____

In connection with the above-captioned contract:

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

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

(Address of Company) (Telephone Number)

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

| DBE NAME | AMOUNT OF CONTRACT | AMOUNT PURCHASED | AMOUNT PAID TO DATE |
|----------|--------------------|------------------|---------------------|
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

Total amount of contract: \$ _____

Total amount paid to Prime Contractor to date: \$ _____

Total amount purchased from DBEs to date: \$ _____

Total amount paid to DBEs to date: \$ _____

STATUS REPORT OF PAYMENTS TO DBE PARTICIPANTS

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: _____

Signature: _____

Name of Affiant: _____

Date: _____

State of _____

County of _____

This instrument was acknowledged before me on _____ / ____ / _____

_____ (name/s of person/s) as

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

_____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

RETURN THIS FORM TO:

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



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: _____ Email Address: _____

Prime Contractor: _____

Contact Person: _____ Title: _____

Address: _____ City: _____

State: _____ Zip Code: _____ Telephone Number: _____

Fax Number: _____ Email Address: _____

Amount of Prime Contract: \$ _____

Amount of Subcontract: \$ _____

Description of Service/Supply: _____

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

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

RETURN THIS FORM TO:

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

WAIVER AND RELEASE FORM

SITE/FACILITY (THE "PROPERTY"): Division 1, 4, 5, South Campus Building 1 and Boot Camp Department of Corrections

ADDRESS: 2650 South California Avenue, Chicago, IL 60608

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

("PROSPECTIVE BIDDER") Broadway Electric, Inc.

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:

Division 1, 4, 5, South Campus Building 1 and Boot Camp Department of Corrections

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.

Broadway Electric, Inc.
PRINT COMPANY NAME

February 11, 2015
DATE

John R. Oehler
PRINT NAME


SIGNATURE

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

TO:

CC:

FROM:

NAME OF BIDDER _____

STREET ADDRESS _____

CITY, STATE & ZIP CODE _____

PHONE NUMBER _____

CONTACT PERSON _____

PROJECT NAME: _____

A. Specification Section and Paragraph number describing product specified: _____

B. Name product specified which proposed substitute is intended to replace. Attached an itemized comparison of the technical characteristics of the proposed substitution and the specified product.

C. Proposed Substitute:

1. Name and Model No. _____

2. Description: _____

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

4. Insert numbers of applicable reference standards: _____

5. Attach a color chart, if applicable.

6. Attach installation instructions.

D. Manufacturer's Experience. Attach the following:

1. Evidence of past performance for prompt delivery.

2. Evidence of past performance of efficiency in servicing products.

E. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule.

REQUEST FOR SUBSTITUTION FORM
(PART 2 OF 2)

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

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

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

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

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

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

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

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

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

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

INDEX

PROPOSAL EXECUTION FORMS

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| Proposal / Addendum Receipt / Completion Time | PE-2a /2b/ 2c |
| Pre-Bid Field Inspection | PE-3 |
| Contractor's Certificate Concerning Labor Standards and Prevailing Wage Requirements | PE-4a/4b |
| Surety's Statement of Qualification for Bonding | PE-5 |
| DBE Utilization Plan | PE 6/6e |
| Vendor Certifications | PE-7a/7i |
| Proposal Execution | |
| Sole Proprietor (execute in triplicates) | PE-8 |
| Partnership (execute in triplicates) | PE-9 |
| Limited Liability Corporation (execute in triplicates) | PE-10 |
| Corporation | PE-11 |
| Proposal Acceptance | PE-12 |
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| Affidavit of Joint Venture (DBE) | PE-17-26 |

PROPOSAL

CONTRACT FOR WORK Emergency Power Systems Upgrade

CONTRACT DOCUMENT NO. 1428-14144

FOR PROJECT: Countywide Emergency Power Systems Upgrades
~~Cook County Department of Corrections Generator Upgrades~~
at Division 1, 4, 5, South Campus Building 1 and Boot Camp

Work located at: 2650 South California Avenue, Chicago, IL 60608

Proposal Submitted by:

Broadway Electric, Inc.
831 Oakton Street
Elk Grove Village, IL 60007

To: The County of Cook

BASE BID SUM

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

Countywide Emergency Power Systems Upgrades
~~Cook County Department of Corrections Generator Upgrades~~
at Division 1, 4, 5, South Campus Building 1 and Boot Camp

Work located at: 2650 South California Avenue, Chicago, IL 60608

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 in accordance with the Contract Documents, as noted, for the Base Bid sum of:

TWO MILLION FIVE HUNDRED FIFTY THREE THOUSAND DOLLAR (\$ 2,553,000)
SPECIFY AMOUNT IN WRITING AND NUMBERS THOUSAND

BASE BID BREAKDOWN

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 the Base Bid Sum into the following categories:

Countywide Emergency Power Systems
Cook County Department of Corrections Generator -
Upgrades at Division 1, 4, 5, South Campus Building 1
and Boot Camp located at 2650 South California Avenue,
Chicago, IL 60608

PROJECT: Chicago, IL 60608 DOCUMENT NO: 1428-14144

| DESCRIPTION | COSTS | |
|--|---------------------|---------------------|
| | COLUMN I | COLUMN II |
| I. BASE BID | | |
| A. Bond | \$ <u>25,000</u> | |
| B. Conditions of the Contract | \$ <u>5,000</u> | |
| C. Design / Professional Services | \$ <u>5,000</u> | |
| D. Mobilization | \$ <u>10,000</u> | |
| E. Construction (includes all warranties and guarantees) | \$ <u>2,508,000</u> | |
| II. TOTAL COLUMN I | | \$ <u>2,553,000</u> |
| TOTAL BASE BID (TOTAL COLUMN II) | | \$ <u>2,553,000</u> |

TOTAL AMOUNT SHOWN FOR BASE BID SHALL EQUAL THE BASE BID SUM INDICATED ON PE-2a A

PRE-BID FIELD INSPECTION

INSPECTION DATE 1-20-15

This is to certify that I have this date conducted a field/site inspection as required by the Contract/Bid Document.

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

Any unforeseen condition not specified in the Contract and as found by my field/site inspection are shown on the back of this form and/or attached sheets.

Mike Gochis
NAME

M. Gochis
SIGNATURE

Superintendent
OFFICIAL CAPACITY

Broadway Electric
COMPANY NAME

773-771-5547
TELEPHONE NUMBER

NOTE: This form must be filled in completely and returned with Bid or the Bid may be rejected.

INSPECTION CONFIRMED BY:

Chris
DATE 1/20/15

**CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS
AND PREVAILING WAGE REQUIREMENTS**

Recipient:

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

Date: February 11, 2015

Project Number: 1428-14144
Countywide Emergency Power Systems Upgrades at
Project Name: Division 1,4,5, South Campus Building 1 and Boot Camp
at Department of Corrections,
2650 South California Avenue, Chicago, IL 60608

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:

Broadway Electric, Inc.
831 Oakton Street, Elk Grove Village, IL 60007

(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 |
|-----------------------|------------------|--|
| <u>John R. Oehler</u> | <u>President</u> | <u>18N645 Westhill Road, West Dundee, IL 60118</u> |
| | | |
| | | |

(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 |
|-------------|---------|--------------------|
| <u>NONE</u> | | |
| | | |
| | | |

(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 |
|-------------|---------|----------------------|
| <u>NONE</u> | | |
| | | |
| | | |

CONTRACTOR: Broadway Electric, Inc.
SIGNATURE: 
DATE: February 11, 2015

**SURETY'S STATEMENT OF
QUALIFICATION FOR BONDING**

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Western Surety Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the bid/contract to 1428-14144 to Broadway Electric, Inc.
(NUMBER) (BIDDER)

The penalty of this bond is to be \$ 100% of the contract amount
(TOTAL DOLLAR AMOUNT OF CONTRACT)

Western Surety Company
(SURETY COMPANY'S AUTHORIZED SIGNATURE)


(ATTORNEY-IN FACT) Christine Eitel

SURETY
CORPORATE
SEAL

00974 13188
AMB # NAIC #

DBE Utilization Plan

Have the DBE 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 DBE participation for each Goal not met.

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

Disclosure of DBE Participation
(Please duplicate as needed)

Name of DBE Subcontractor/Supplier: Pagoda Electric & Construction, Inc.

Contact Person: Dr. Vincent "Shorty" Mills Title: President

Address: 1728 Cornell Road

Email Address: smills@pagodaelectric.com Telephone No.: 708-263-9540

Amount of Subcontract: \$ 894,000

Percentage of the Total Base Bid: 35 %

Description of the Work: Electrical Subcontractor

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

Email Address: _____ Telephone No.: _____

Amount of Subcontract: \$ _____

Percentage of the Total Base Bid: _____ %

Description of the Work: _____



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

January 29, 2015

Mr. Vincent Mills
Pagoda Electric & Construction, Inc.
6516 W. Archer Ave.
Chicago, IL 60638

Dear Mr. Mills:

Your Disadvantaged Business Enterprise (DBE) *No Change Affidavit* has been received and assigned for review. Your firm remains certified with the Illinois Unified Certification Program (IL UCP) during the certification process. If additional information is required, you will be notified.

If you have any questions or concerns about the review process or the status of your application, please contact this office at 312-681-2601.

Sincerely,

A handwritten signature in black ink, appearing to read "Nelson Robles", is positioned below the word "Sincerely,".

Nelson Robles
Sr. Certification Specialist
Diversity Programs



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

October 18, 2011

Vincent Mills
Pagoda Electric & Construction, Inc.
6618 W. Archer Avenue
Chicago, IL 60638

Dear Vincent Mills:

Your firm is currently certified as a Disadvantaged Business Enterprise (DBE) with the Illinois Unified Certification Program (IL UCP) for a period of five years, as provided under 49 CFR Part 26.83 (j). Agency records indicate your firm's certification anniversary renewal date is December 14, 2015. As a condition of continued certification for another five-year period, your firm must submit a No Change Affidavit to your host agency. This affidavit and supporting documentation (see checklist) must be completed online at www.cta.dbesystem.com and submitted electronically or to the address below within sixty (60) calendar days of the date of this letter.

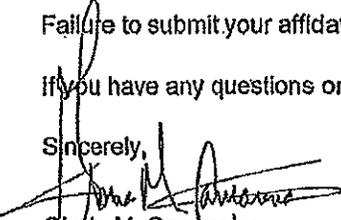
Chicago Transit Authority
Purchasing & Small Business Compliance Department
567 W Lake Street, 4th Floor
Chicago, IL 60661

The affidavit specifically affirms that your firm meets small business size standards and is supported by documentation of your firm's size and gross receipts. Furthermore, if there is any change in circumstances during the course of your five-year certification period that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your initial application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR 26.109(c).

Failure to submit your affidavit within the specified time period will result in the removal of your DBE certification.

If you have any questions or need assistance, please call 312-681-2801.

Sincerely,


Gloria M. Camarena
General Manager
Purchasing & Small Business Compliance Department

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

Name of Non-Certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

Email Address: _____ Telephone No.: _____

Amount of Subcontract: \$ _____

Percentage of the Total Base Bid: _____ %

Description of the Work: _____

Reason DBE was not used: _____

Name of Non-Certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

Email Address: _____ Telephone No.: _____

Amount of Subcontract: \$ _____

Percentage of the Total Base Bid: _____ %

Description of the Work: _____

Reason DBE was not used: _____

Name of Non-Certified Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

Email Address: _____ Telephone No.: _____

Amount of Subcontract: \$ _____

Percentage of the Total Base Bid: _____ %

Description of the Work: _____

Reason DBE was not used: _____

DBE GOOD FAITH EFFORTS CHECKLIST

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

CHECKED BY BIDDER IF COMPLETED

- _____ Identified portions of the project work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- _____ Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- _____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- _____ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- _____ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- _____ Utilized resources available to identify available DBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups; local, state and federal; and other organizations that provide assistance in the recruitment and placement of DBEs.

**Good Faith Efforts Contacts Log for Soliciting
DBE Subcontractor or Supplier Participation
(Please duplicate as needed)**

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

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

Email Address: _____ Telephone No.: _____

Date of Contact: _____ Method of Contact: _____

Scope of Work Solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

Email Address: _____ Telephone No.: _____

Date of Contact: _____ Method of Contact: _____

Scope of Work Solicited: _____

Reason agreement was not reached: _____

Name of DBE Subcontractor/Supplier: _____

Contact Person: _____ Title: _____

Address: _____

Email Address: _____ Telephone No.: _____

Date of Contact: _____ Method of Contact: _____

Scope of Work Solicited: _____

Reason agreement was not reached: _____

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER

Countywide Emergency Power Systems Upgrades at
Division 1,4,5, South Campus Building 1 and Boot Camp
at Department of Corrections, 2650 S. California Avenue, Chicago, IL 60608

Contract Title: _____ Contract Number: 1428-14144

Prime Proposer: Broadway Electric, Inc.

Address: 831 Oakton Street Elk Grove Village IL 60007
Street City State Zip Code

Telephone: 847-593-0001 Fax: 847-593-0010 Email: joehler@bei-chicago.com

Proposed Contract Amount: \$ 2,553,000

Proposed Subcontract Amount: \$ 894,000.00

Type of Agreement: lump sum hourly rate unit price

DBE Subcontractor or Supplier: Pagoda Electric & Construction, Inc.

Address: 1728 Cornell Road Flossmoor IL 60422
Street City State Zip Code

Telephone: 708-263-9540 Fax: 708-389-1340 Email: smills@pagodaelectric.com

Work to be performed by DBE:

Electrical Subcontractor

Prime Proposer and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime Proposer: _____
Broadway Electric, Inc
Name of Firm

By:  _____
Signature

John R. Oehler
Print Name

President
Title

February 11, 2015
Date

DBE _____
Pagoda Electric & Construction, Inc.
Name of Firm

By:  _____
Signature

Dr. Vincent "Shorty" Mills
Print Name

President
Title

February 11, 2015
Date

COOK COUNTY, ILLINOIS
LETTER OF INTENT BETWEEN PRIME CONTRACTOR
AND DBE SUBCONTRACTOR OR SUPPLIER

STATE OF ILLINOIS

STATE OF ILLINOIS

COUNTY OF COOK

COUNTY OF COOK

SUBSCRIBED AND SWORN TO before me on the
11th day of February, 2015.

SUBSCRIBED AND SWORN TO before me on the
11th day of February, 2015.



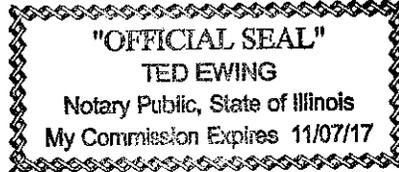
Notary Public



Notary Public

Lisa Madrigal
Printed Name of Notary

Ted Ewing
Printed Name of Notary



**CERTIFICATIONS
(SECTION 4)**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

D. DELINQUENCY IN PAYMENT OF TAXES

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

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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): 08-27-100-057-1003, 08-27-100-057-1004,
08-27-100-057-1007, 08-27-100-057-1002,
08-27-100-057-1001, 08-27-100-057-1008,
08-27-100-057-1005, 08-27-100-057-1006

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES

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

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

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: John R. Oehler D/B/A: Broadway Electric, Inc. EIN No.: 36-3280130

Street Address: 831 Oakton Street

City: Elk Grove Village State: IL Zip Code: 60007

Telephone No.: 847-593-0001

Form of Legal Entity

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

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 |
|----------------|---|---|
| John R. Oehler | 18N645 Westhill Road, West Dundee, IL 60118 | 100% |

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

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

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
| | | | |

Declaration (check the applicable box):

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

John R. Oehler
Name of Authorized Applicant/Holder Representative

[Signature]
Signature

joehler@bei-chicago.com
Email Address

President
Title

February 11, 2015
Date

847-593-0001
Phone Number

Subscribed to and sworn before me this
11th day of February, 2015.

My commission expires: 5/15/18

X [Signature]
Notary Public Signature





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

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

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: John R. Oehler Title: President

Business Entity Name: Broadway Electric, Inc. Phone: 847-593-0001

Business Entity Address: 831 Oakton Street, Elk Grove Village, IL 60007

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

| | Owner/Employee Name: | Related To: | Relationship: |
|----|----------------------|-------------|---------------|
| 1. | _____ | _____ | _____ |
| 2. | _____ | _____ | _____ |
| 3. | _____ | _____ | _____ |
| 4. | _____ | _____ | _____ |
| 5. | _____ | _____ | _____ |

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

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

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

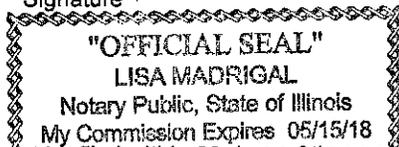
John R. Oehler, President 2/11/2015
Owner/Employee's Signature Date

Subscribe and sworn before me this 11th day of February, 20 15.

a Notary Public in and for Cook County

[Signature]
Signature

NOTARY PUBLIC SEAL



My Commission expires 5/15/18

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, IL 60602

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

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

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

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

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

SIGNATURE BY A CORPORATION
(SECTION 9)

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

BUSINESS NAME: Broadway Electric, Inc.

BUSINESS ADDRESS: 831 Oakton Street, Elk Grove Village, IL 60007

BUSINESS TELEPHONE: 847-593-0001 FAX NUMBER: 847-593-0010

CONTACT PERSON: John R. Oehler

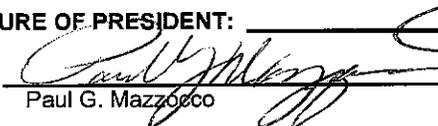
FEIN: 36-3280130 *IL CORPORATE FILE NUMBER: 5336-273-7

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: John R. Oehler VICE PRESIDENT: N/A

SECRETARY: Paul G. Mazzocco TREASURER: N/A

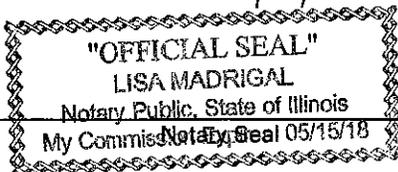
**SIGNATURE OF PRESIDENT: _____

ATTEST:  (CORPORATE SECRETARY)
Paul G. Mazzocco

Subscribed and sworn to before me this
11th day of February, 2015.

My commission expires: 5/15/18

X 
Notary Public Signature



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

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

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:

Shannon E. Andrews (PE)
COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS, THIS 6th DAY OF May, 2015.

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1428-14144

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 2,553,000.00

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

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

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 29 2015

COM _____

KEY PERSONNEL

Project Executive: John R. Oehler
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Manager: KRISTEN
~~Pat~~ Murphy
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator: Mike Gochis
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Superintendent: Mike Gochis
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Notes:

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



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

Resume of

JOHN R. OEHLER, PRESIDENT

831 Oakton St Elk Grove Village, IL Phone (847) 593-0001 Cell (773) 771-8149

joehler@bei-chicago.com

QUALIFICATIONS

34 years of experience in the construction industry. Co-founder of Broadway Electric, Inc. in 1984 became president in 1993. Founder and Majority Shareholder of Cornerstone Contracting, Inc., (formerly Broadway Construction, Inc.) 1994. Personally involved in the estimating, bidding, and management of general and electrical construction projects totaling more than \$300,000,000.00 to date. Project list includes the following: Chicago Public Schools and various school districts, The Archdiocese of Chicago, The Chicago Housing Authority, Metropolitan Water Reclamation, Capital Development Board of the State of Illinois, Metra, University of Illinois at Chicago, Public Building Commission of Chicago, General Service Administration, US Navy, Veterans Administration, Dept. of Army, Cook County Housing Authority, Chicago and Suburban Park Districts, Argonne and Fermilab Laboratories, and various public and private agencies. Most projects are 100% bonded. Historical projects include: The renovation of the *Knickerbocker Hotel* and the restoration of *Buckingham Fountain* in 1995.

WORK HISTORY

- | | |
|--------------|---|
| 1994-Present | CORNERSTONE CONTRACTING, INC. – Elk Grove Village, Illinois Founder and Majority Shareholder. Established in August of 1994. |
| 1984-Present | BROADWAY ELECTRIC, INC. – Elk Grove Village, Illinois Co-founder and became 100% owner and President in December of 1993. |
| 1980-1983 | MOZART ELECTRIC, INC. Chicago, IL Apprentice Electrician. |

EDUCATION

- General Contractor License TGC015201
- Registered Electrical Contractor ECC45764
- Ohio Contractor License 46220
- Louisiana Contractor License 54563
- Trade Service Estimator Seminar
- Ralph Decker Estimating Course
- National Joint Apprenticeship and Training for the Electrical Industry – 4 year program

831 Oakton Street, Elk Grove Village, Illinois 60007-1904 (847) 593-0001 fax (847) 593-0010

www.bei-chicago.com



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

PROFESSIONAL EXPERIENCE

Personally involved on the estimating and project management for mid-sized Electrical Construction Company which generated average annual gross sales for the past ten (10) years of approximately \$23 million. Maintained and controlled growth for this highly successful electrical contracting business, S-corporation.

Majority Shareholder and founder of mid-sized General Construction Company, managed to maintain growth as successful general contracting firm. As a general contracting company, Cornerstone Contracting, Inc., subcontracts electrical work to Broadway Electric, Inc., averaging \$5 million in annual revenues for the past ten (10) years. (Sub S-corporation).

Both companies are separate corporations with up to 100 employees during heightened periods.

WORK EXPERIENCE -- SELECTED MAJOR PROJECTS

University of Illinois Champaign, IL

Owner: Capital Development Board
Electrical for the New Engineering Building

Contract Amount \$9,446,203

Northeastern Illinois University – El Centro Campus

Owner: NEIU
New El Centro Campus

Contract Amount \$3,349,500

The New Kennedy King College

Owner: Public Building Commission
Architects: The New Kennedy King College Architects
New Electrical Theater

Contract Amount \$8,600,000

CPS – Austin High School

Owner: CPS/Capital Development Board
Architect: SWWB Ltd, Architects
Electrical Renovations

Contract Amount \$1,348,393

Salem Baptist Community Center

Owner: Salem Baptist Community Church
New Community Center Construction

Contract Amount \$3,960,022

Chicago Public Schools

Owner: Chicago Board of Education, City of Chicago
Architects: Various Architects and Engineers
LAN/Power Projects for approximately 100 schools



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

Schaumburg School District #54

Blackwell, Enders/Sauk, Eisenhower Jr. High, Aldrin, Armstrong, Collins, Churchill, Hillcrest and Dooley.
Over \$6,500,000 in Prime electrical school renovations. 100% bonded prime bid

Architect: Legat Architects 847-605-0234

Owner: Schaumburg District – Neil Ross Deuchter 847-885-6700

Contract Amount \$6,500,000

Midway Airport

Owner: City of Chicago

Architect: Epstein

Power, light, heat & special system for new construction

Contract Amount \$6,500,000

Veterans Administration West Side Hospital

General and electrical work – Life safety upgrade

Architect: Teng Engineers – Rick Miller 312-616-000

Owner: Department of Veteran's Affairs – Ervin Ambrose 312-633-2153

Contract Amount \$2,600,000

General Service Administration

U.S. Post Office – Loop Station

Remodel/replace architectural ceiling/lighting

Owner: G.S.A. – Fred Tallent 312-353-1318

Contract Amount \$ 521,000

12 Chicago Public Schools, New Fire Alarm Systems for:

Lane Tech, Terrell, Hartigan, Westinghouse High School, Dunbar High School, Wacker, Turner-Drew, Harlan High School, Healy, Mather High School, Hughes and Sumner. An important life safety upgrade in which during the summer of 1993 Broadway Electric, Inc., John R. Oehler, managed the entire project, subcontracted to (5) different Electrical Contractors (11) schools and performed the Lane High School (over 600,000 square feet) ourselves. Over 4,200 fire alarm devices had to be installed and tested (twice) by the City of Chicago Engineer, B & A Engineers, Len Bihler 312-372-7001

Owner: The Public Building Commission of Chicago

Contract Amount \$2,280,000

Argonne National Laboratory

Fire Safety Improvements

Argonne, Illinois 60439

VY Milunas, Architect 708-252-7336

Contract Amount \$ 800,000

Renovation of the Knickerbocker Hotel

163 East Walton Place, Chicago, Illinois 60611

Architect: Teng & Assoc., Inc., Rick Miller 312-616-000

Contract Amount \$1,288,000

Buckingham Fountain, Chicago, Illinois

Owner: Park District, City of Chicago



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

Rewire and install new lighting and dimming system
Contract Amount \$ 350,000

Stateville Correctional Center

Owner: State of Illinois
Architect: General Energy Corporation – Andy Malhorta 708-386-6000
Contract Amount \$ 374,000

UPS Project

Owner: Chicago Board of Education Facilities
General contract construct buildout for new 1,500 KVA UPS System including architectural, mechanical, electrical work.
Terry Osterman 312-535-8629
John Moore 312-535-7879
Contract Amount \$ 857,000

Cook County Hospital

Nurse Call System
Ms. Birmingham 312-443-4219
Contract Amount \$ 405,000

Edward Hines Jr. Hospital

Replace nurse call system
Owner: Department of Veteran's Affairs – Julie Dwyer 708-216-2606
Contract Amount \$1,050,000

Chicago Housing Authority

William Green Homes, Rockwell Gardens, Robert Taylor Homes, Brooks Extension
New lighting, intercom, general and electrical rehabilitation
Mike Kahn or Cedric Hampten 312-567-7775
Contract Amount \$1,400,000

Chicago Catholic Schools

Electrical and fire alarm renovations
Engineer: Brookman & Assoc., Engineers – Bill Brookman 847-516-0150
Contract Amount \$ 600,000

Chicago Public Schools

Owner: Chicago Board of Education
Electrical and electrical work in 33 schools
Brian Gouwens, Virgil Anthony 312-535-8525
John Moore 312-535-7879
Contract Amount \$1,881,000

REFERENCES

Available upon request



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

MIKE GOCHIS - General Superintendent, Broadway Electric, Inc. 1996 - Present

- Makes regularly scheduled visits to assigned jobsites and performed thorough walkthroughs; monitored construction progress and quality control, and ensured compliance to both BEI and OSHA safety standards.
- Review all project Daily Reports and followed up immediately with Foreman and Project Managers to ensure issues are being resolved.
- Supervise hiring, job assignment and professional development for all field personnel.
- Oversee field-related training programs.
- Facilitate regular meetings to provide a forum for discussion of concerns and distribution of information.
- Leads through example in all areas of safety and compliance; administered safety programs that provided a safe work environment and fostered a culture that expects participation at all levels.

Project Experience:

- Hines Medical Center - \$5 million 5 KV electrical feeder replacement
- Ann Arbor VAMC - \$2.5 million Fire Alarm Replacement
- Jesse Brown Medical Center – \$1.2 million new construction of power substation building
- Albany NY VAMC – \$2.9 million emergency power upgrades
- Lexington VAMC – \$1.1 million emergency power upgrades
- Cook County Sheriff Video Camera & Recording Systems - \$11,514,000
- CPS Mather High School - \$6,007,513
- City of Chicago Jefferson Pump Station - \$4,409,000
- Metra Wayside Power Improvements - \$1,580,000
- ISTHA Maintenance Facility Improvements - \$2,558,732
- CHA Altgeld Gardens – Electrical Upgrade \$2.6M
- CPS Lane Tech HS Fire Alarm Installation – \$380,000
- CPS Austin HS – Fire Alarm and Electrical Upgrade \$498,000
- Various Siemens Camera Surveillance - \$200,000
- ISTHA Electrical Upgrades - \$409,000
- CPS Von Stueben Electrical Upgrades - \$215,000



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

- Blackwell ERATEs Y10 Group A - \$830,000
- CPS Copernicus Electrical Upgrade - \$560,000
- NEIU UPS Install - \$500,000
- District 211 Palatine Township Fire Protection & Wireless Internet \$3,348,982
- HACC Wheeling Tower Fire Alarm Upgrade - \$304,360
- Northwest Armory Electrical and Plumbing Upgrade - \$1,579,245
- ISTHA Maintenance Facilities Repairs - \$3,590,308
- Cook County Fire Alarm Phase 5 Electrical Upgrades - \$993,210
- CPS Brown School Fire Alarm and Electrical Upgrades - \$197,417
- PACE Fire Alarm and Bladder Replacement - \$497,000
- Countywide Fire Alarm Package 5 - \$926,305
- ISTHA SW Maintenance Yards Improvement - \$2,494,300
- ERATE Robeson HS - \$197,417
- ERATE George B Swift School - \$89,880
- CDB Jacksonville Correctional Facility Fire Alarm Upgrade - \$779,800
- ERATE George Collins HS - \$40,945
- ERATE Bogan HS - 91,860
- ERATE Key Elementary - 79,195
- ERATE Depriest Elementary - \$16,260
- ERATE YR 8 Package 2 - \$712,887
- ERATE YR 8 Package 6 - \$598,699
- ERATE YR 8 Package 7 - \$104,695
- ERATE YR 9 Package 7 - \$574,920
- ERATE YR 19 Package A - \$788,717
- CPS Gresham School Fire Alarm and Electrical Upgrade - \$176,000
- CPS Nightingale School Fire Alarm and Electrical Upgrade - \$140,815



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

KRISTEN MURPHY – Project Manager, 2004 - Present

- Review and study the project documents including but not limited to the estimate, design drawings, specifications, customer proposals, and contracts.
- Develop a project budget for accounting and tracking all project costs. (Labor, Material, Rental/Equipment, and Subcontractors)
- Effectively manage the expectations of the client/owners representative utilizing a favorable engineering, procurement, and installation schedule to ensure a successful project for all parties. Utilize Primavera Scheduling Software.
- Maintains project schedule by monitoring project progress; coordinating subcontractor activities; resolving problems.
- Control the project expenditures in order to complete the project with in both budgetary and schedule constraints.
- Complete on a monthly basis the required reports with clear, concise, and detailed information for review.
- Generate, submit, manage, and keep current detailed documentation through the entire project lifecycle.
- Strictly adhere to all current document control procedures, utilizing Contract Manager PM Software.
- Record and document all project revisions, changes, deviations from the original scope and proactively seek compensation through Change Order Requests (COR's).
- Disseminate all information to the Project Foremen in a timely manner as to not impede the progress of the project.
- Coordinate the project close out as necessary to enable timely final payment.

Project Management Experience:

Kristen has over 33 years experience estimating, executing, and managing electrical power and communication construction projects including but not limited to CCTV, Security, Fire Alarm, and Emergency Generation/Co-Generation. In her 11 years with BEI she has managed the Electrical Construction elements of projects such as:

2004-Present

**BROADWAY ELECTRIC – Elk Grove Village, Illinois
Project Manager/Estimator**

- Cook County Sheriff's Video Camera & Recording Systems - \$11.5 million
- Metra Security Camera - \$ 3.8 million
- Kennedy King College – \$ 8.6 million, Emergency Power Upgrades



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

- CHA various projects – \$5.0 million, Lighting Power Upgrades
- Harold Washington College – \$ 3.6 million, Lighting & Power Upgrades
- CPS various renovation projects - \$ 4.0 million, Lighting, Power & Special Systems

2002-2004

COMTEL TECHNOLOGIES – Chicago, Illinois

Project Manager/Estimator

- Estimated Electrical & Construction Projects
- Project Management of Electrical & Construction Projects
- Responsible for Schedule of Values, Pencil Draws, RFI's and Change Orders
- Oversee job status and procurement of materials
- Prepare as built drawings and submittals

1999-2002

SUAREZ ELECTRIC COMPANY – Chicago, Illinois

Project Manager/Estimator

- Estimated Electrical & Construction Projects
- Supervise Field Installation Crews
- Scheduling of Workforce
- Oversee job status and procurement of materials
- Prepare as built drawings and submittals

1997-1999

CJATT – Alsip, Illinois

Electrical Instructor

- Worked on new curriculum and lesson plans for initial classes
- Instructed Apprentice classes in Shop and Electrical Theory
- Instructed Journeyman continuing electrical education classes

1997-1999

CONNECTIVITY SYSTEMS INC. – Elk Grove Village, Illinois

General Foreman

- Supervised Installation of phone, data, and audio visual systems
- Managed moves, adds, and changes service crews
- Responsible for layout of equipment and engineering of projects



BROADWAY ELECTRIC, INC.

ELECTRICAL CONSTRUCTION COMMUNICATION ENGINEERS

1995-1997

ADVANTIS/IBM GLOBAL SYSTEMS – Schaumburg, Illinois
Project Manager

- Oversaw the installation of DS-1 and DS-3 circuits
- Managed Prodigy Internet account
- Ensured customer requirements were met

1994-1995

MFS INTELENET – Downers Grove, Illinois
Sales Engineer

- Management of a territory of 100+ companies
- Provided support and research for customers with regard to their total telecommunications
- Order placement within organization, vendors, long distance carriers and LEC's
- Provided support during system cutovers to MFS network
- First quarter 1995 award winner for excellence in service

1984-1994

AMERITECH – Westchester, Illinois
Foreman

- Supervised installation of new phone and data systems
- Coordinated and scheduled installation crews
- Ordered parts and tracked inventory
- Responsible for vendor interface and direct customer contact
- Layout of equipment and engineering of projects

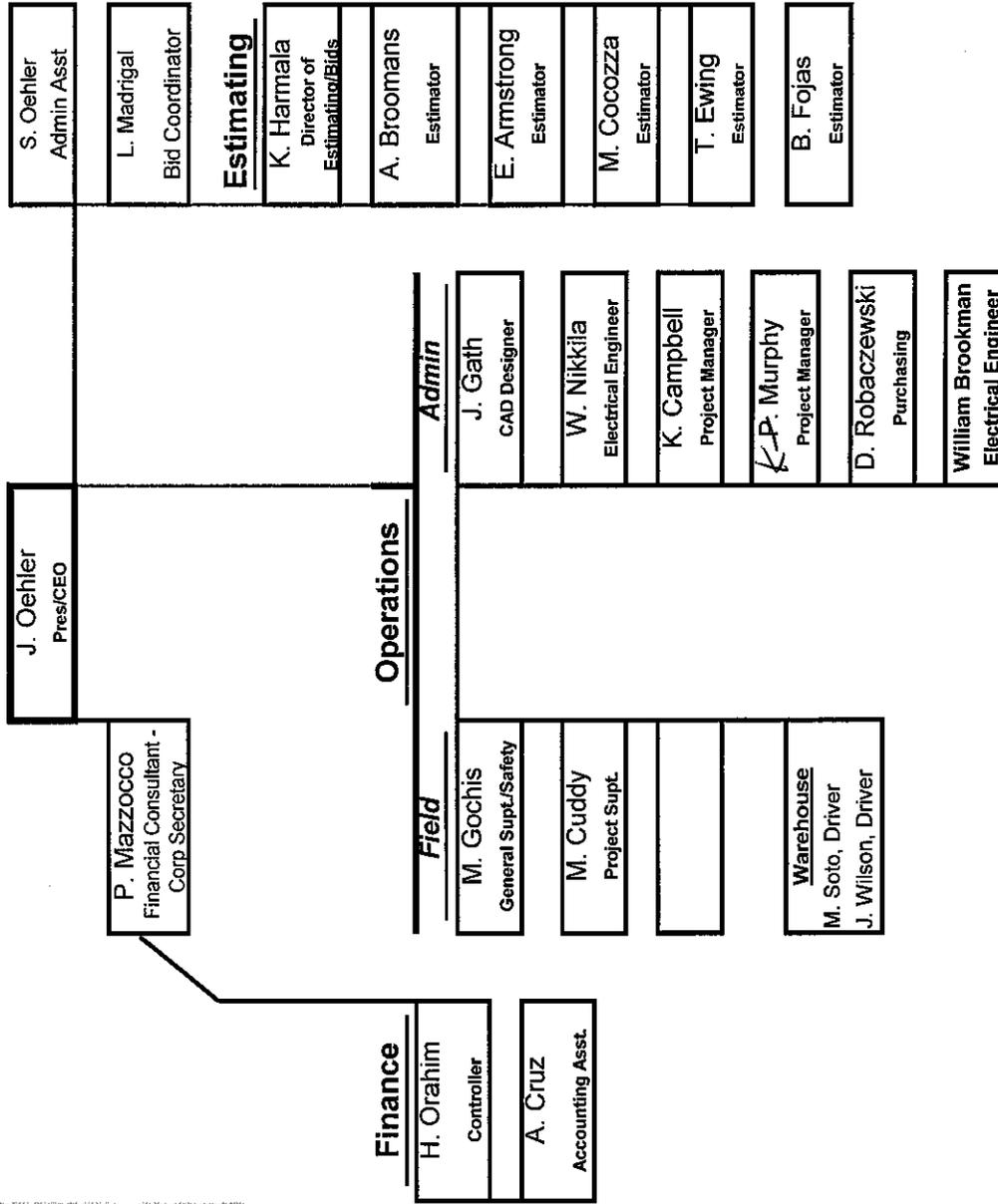
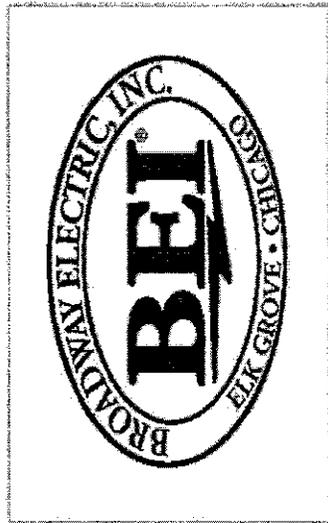
Education:

- Arizona State University – Tempe Arizona, Major in Telecommunications

Technical Training:

- Graduate of National Joint Apprenticeship and Training for the Electrical Industry – 4 year OTJ program resulting in IBEW Local 134 Certification as a Journeyman Electrician.
- Application Certifications;
 - BICSI Technician
 - Leviton
 - Security System Application
 - Certified Contract Manager (Expedition)
 - Certified Primavera Scheduler

BEI Organization



COUNTY OF COOK
AFFIDAVIT OF JOINT VENTURE (DBE)

CONTRACT TITLE: _____

CONTRACT NUMBER: _____

I. Name of Joint Venture:

Address of Joint Venture:

_____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Information:

Phone Number: _____

Fax Number: _____

Email Address: _____

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

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____

Email Address: _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____

Email Address: _____

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

III. Identify each DBE Joint Venture Partner(s)

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____

Email Address: _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____

Email Address: _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____

Email Address: _____

Firm Name: _____

Address: _____ City: _____

County: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____

Email Address: _____

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

VI. Ownership of the Joint Venture:

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

Name of (NON) DBE: _____

(NON) DBE Ownership Percentage: _____ %

Capital Contribution: _____

Name of (NON) DBE: _____

(NON) DBE Ownership Percentage: _____ %

Total (NON) DBE Ownership Percentage: _____ %

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

Name of DBE: _____

DBE Ownership Percentage: _____ %

Name of DBE: _____

DBE Ownership Percentage: _____ %

Total DBE Ownership Percentage: _____ %

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

Name of DBE: _____

DBE Ownership Percentage: _____ %

Name of DBE: _____

DBE Ownership Percentage: _____ %

Total DBE Ownership Percentage: _____ %

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

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

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

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

_____ \$ _____

_____ \$ _____

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

\$ _____

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

_____ \$ _____

_____ \$ _____

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

\$ _____

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

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

Name of (Non) DBE Firm: _____

Types of Equipment/Supplies: _____

Name of (Non) DBE Firm: _____

Type of Equipment/Supplies: _____

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

Name of (Non) DBE Firm: _____

Type of Equipment/Supplies: _____

Name of DBE Firm: _____

Type of Equipment/Supplies: _____

Name of DBE Firm: _____

Type of Equipment/Supplies: _____

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

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

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

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

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

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

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

(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: \$ _____

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

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

| <u>Trade</u> | <u>(Non) DBE Number</u> | <u>DBE Number</u> | <u>Joint Venture Name</u> |
|--------------|-----------------------------|-------------------|-------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

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

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

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

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

Name of DBE Partner Firm

Name of (NON) DBE Partner Firm

Name and Title of Affiant

Name and Title of Affiant

Signature of Affiant

Signature of Affiant

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

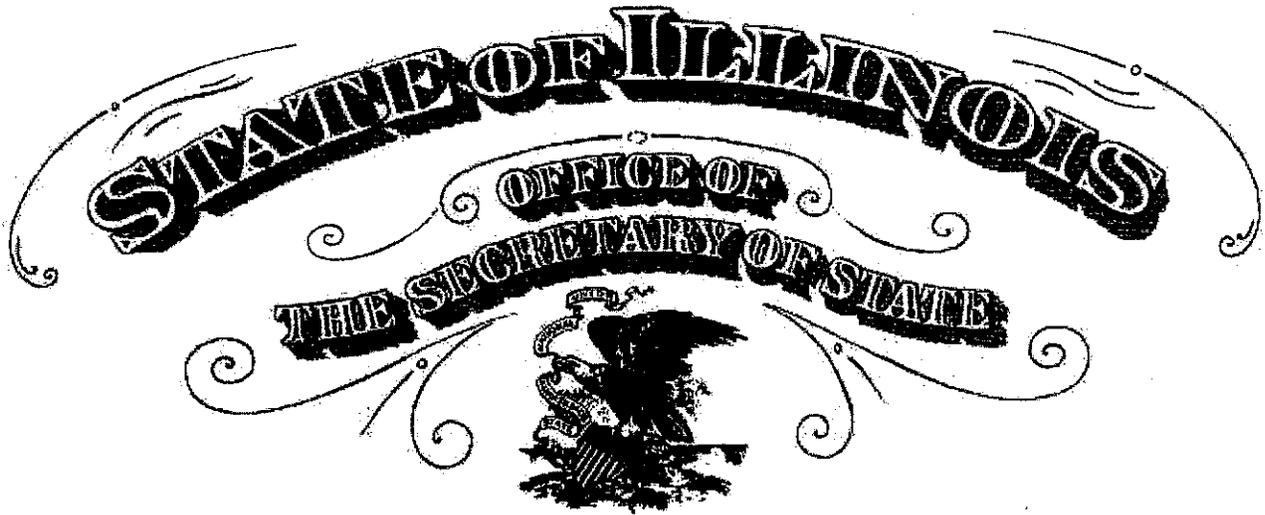
(Names of Affiants)

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

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

Signature of Notary Public

My Commission Expires: _____ / ____ / _____



To all to whom these Presents Shall Come, Greeting:

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

BROADWAY ELECTRIC, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 09, 1984, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 3RD day of NOVEMBER A.D. 2014 .

Jesse White

ILLINOIS DEPARTMENT OF
Human Rights

Pat Quinn, Governor
Rocco J. Claps, Director

IDHR #: 113457-00
Date Eligible: 02/19/2013
Expires on: 02/19/2018

John Oehler
Broadway Electric, Inc.
831 Oakton
Elk Grove Village, IL 60007

CONFIRMATION OF EXISTING/RENEWAL REGISTRATION

The Illinois Department of Human Rights, Public Contracts Unit, acknowledges receipt of an Employer Report form (PC-1) filed by your organization.

Review of our records indicates that your organization previously registered with the Department of Human Rights and has been assigned the IDHR Number appearing above. This registration remains in effect until the expiration date appearing above. It is not necessary to submit a new form each time you bid on a state contract.

DO NOT LOSE THIS NOTICE. KEEP IT WITH OTHER IMPORTANT ORGANIZATIONAL DOCUMENTS. Also, please keep the following in mind:

1. The IDHR Bidder Eligibility Number is valid for all bids submitted to any agency of the State of Illinois or other contracting agency that has adopted our registration requirement.
2. An eligible bidder's registration remains in effect until the expiration date unless it is revoked by the Department upon finding that the eligible bidder has committed a civil rights violation.
3. An eligible bidder may relinquish its eligibility by notifying the Department in writing at the above address.
4. The Department must be notified in writing of any change to the eligible bidder's name, address, telephone number, or form of organization. Such changes may render the bidder's registration invalid and may require the filing of a new Employer Report Form with the Department. The Number is not transferable and becomes invalid upon dissolution of the business.

Should you have any questions concerning this notice, please contact the Public Contracts Unit at the above address or telephone at 312-814-2431.

IDHR PCU (01-2010)

100 West Randolph Street, Suite 10-100, Chicago, IL 60601, (312) 814-6200, TTY (866) 740-3953, Housing Line (800) 662-3942
222 South College Street, Room 101, Springfield, IL 62704, (217) 785-5100
2309 West Main Street, Marion, IL 62959 (618) 993-7463
www.illinois.gov/dhr

Certificate of Registration



Registration No. 16835

Broadway Electric, Inc.

831 Oakton Street

Elk Grove Village IL 60007

Information for this business last updated on:

Saturday, January 31, 2015

Certificate produced on Saturday, January 31, 2015 at 10:44 AM



Certificate No: ECC45764-28



Rahm Emanuel, Mayor

Certificate of Registration

issued by the

Department of Buildings
of the City of Chicago

*This is to Certify that
located at*

**BROADWAY ELECTRIC, INC. - ECC45764
831 OAKTON ST. ELK GROVE VILLAGE, IL 60007-1904**

*having complied with the requirements of Ordinances passed by the City Council of the City of Chicago
providing for the registration of electrical contractors is hereby recorded as a*

REGISTERED ELECTRICAL CONTRACTOR

General Electrician

*and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago
now in force or which may be hereafter passed. This certificate EXPIRES August 31, 2015.*

SUPERVISING ELECTRICIAN: JOHN R. OEHLER - SE2270

In Witness Whereof I have hereunto set my hand on August 21, 2014.

A handwritten signature in black ink, appearing to read "John R. Oehler", written over a horizontal line.

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

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

BROADWAY ELECTRIC INC.
831 OAKTON STREET
ELK GROVE VILLAGE IL 60007

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC015201

CERTIFICATE NUMBER: GC015201-7

FEE: \$ 2000

DATE ISSUED: 11/19/2014

DATE EXPIRES: 12/01/2015

THIS LICENSE IS NON-TRANSFERABLE

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

Rahm Emanuel

Rahm Emanuel
Mayor

Felicia S Davis

Felicia S Davis
Commissioner

PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK

Know All Men By These Presents, That we, Broadway Electric, Inc., 831 Oakton St., Elk Grove Village, IL 60007
as principal, Western Surety Company, 333 S. Wabash Ave., Chicago, IL 60604

_____ as surety, are held and
firmly bound unto The County of Cook in the penal sum of

Two Million Five Hundred Fifty Three Thousand and 00/100 Dollars (\$ 2,553,000.00)

lawful money of the United States of America, for the payment of which sum of money well and truly to be
made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly, by
these presents.

Signed sealed, and delivered this 13th day of April, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden
principal entered into a certain contract with The County of Cook, Bearing date the 10th
day of April, 2015, for. 1428-14144 Countywide Emergency Power Systems
Upgrades at Division 1, 4, 5, S. Campus Bldg. 1 and Boot Camp at Dept. of Corrections, 2650 S. California Ave., Chicago, IL

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment
rendered in favor of any person not a party to said contract against The County of Cook in any suit arising out
of said contract or its performance, when reasonable notice of the pendency of such suit shall have been given
to said principal and to said surety, shall be conclusive against said principal and said surety as to both liability
and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at
Chicago, Illinois, all on the day and year first above written.

Broadway Electric, Inc.
PRINCIPAL/CONTRACTOR

By: 
PRESIDENT John R. Oehler, President


SECRETARY

SEAL

Western Surety Company
SURETY

By: 
SURETY/ATTORNEY-IN-FACT
(ATTACH POWER OF ATTORNEY)
Kimberly R. Holmes
Approved as to form:

000974 13188
AMB# NAIC#

SEAL

By: 
ASSISTANT STATE'S ATTORNEY

ss

STATE OF ILLINOIS

COUNTY OF DuPage

I, Ann Marie Waters Notary Public of Cook County, in the State of Illinois, do hereby certify that Kimberly R. Holmes Attorney-in-Fact, of the Western Surety Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Western Surety Company for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Lisle in said County, this 13th day of April A.D., 2015.



(Notary Public) Ann Marie Waters
My Commission expires: 07/05/2017

Notary Seal:



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Karen A Ryan, William P Weible, William Cahill, Kimberly Sawicki, Ann Marie Waters, Melissa Newman, Kimberly R Holmes, Christine Eitel, Deborah A Campbell, Leigh Ann Francis, Individually

of Lisle, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of October, 2014.



WESTERN SURETY COMPANY

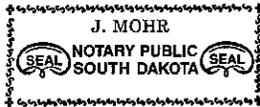
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of October, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of April, 2015.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

BROAD-1

OP ID: EF

DATE (MM/DD/YYYY):

04/15/2015

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 Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle, IL 60532 William Cahill | CONTACT NAME: William Cahill | FAX (A/C, No.): 630-245-4601 | |
| | PHONE (A/C, No, Ext): 630-245-4600 | E-MAIL ADDRESS: | |
| INSURED Broadway Electric, Inc 831 Oakton Elk Grove Village, IL 60007-1904 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Liberty Mutual Fire Ins Co | | |
| | INSURER B: The First Liberty Ins Corp | | 33588 |
| | INSURER C: Liberty Insurance Corporation | | 42404 |
| | INSURER D: Indiana Insurance Company | | 22659 |
| | INSURER E: Columbia Casualty Company | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------------------|-------------------------|-------------------------|---|
| B | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | X | TB6Z91463424024 | 12/31/2014 | 12/31/2015 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | X | AS2Z91463424014 | 12/31/2014 | 12/31/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | | TH7Z91463424054 | 12/31/2014 | 12/31/2015 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WC2Z91464424044 | 12/31/2014 | 12/31/2015 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Builders Risk | | | PENDING | 04/10/2015 | 04/10/2016 | Limit 2,553,000 |
| D | Incl Flood & Quake | | | DED \$100,000 FLOOD & QKE | | | Ded 2,500 |

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

Re: Solicitation NO. 1428-14144, Countywide Emergency Power System Upgrades at Division 1,4,5 South Campus Building #1 & Boot Camp at the Dept of Corrections, 2650 S. California Ave, Chicago, IL. 60608
 Primary & Non Contributory Additional Insureds, Loss Payee on Builders Risk; & Waiver of Subrogation: See Page 2

CERTIFICATE HOLDER

CANCELLATION

COOK-04

County of Cook - Office of the Chief Procurement Officer
 118 N Clark St, Rm 1018
 Chicago, IL 60602

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

Eileen Furlong

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NOTEPAD

INSURED'S NAME **Broadway Electric, Inc**

BROAD-1
OP ID: EF

PAGE 2
Date **04/15/2015**

Pollution Liability:
E) Columbia Casualty
Policy #C6016799995
Term: December 31, 2014 to December 31, 2015
Each Claim Limit: \$1,000,000
Aggregate Limit: \$2,000,000
Self Insured Retention: \$25,000

NOTEPAD:

HOLDER CODE **COOK-04**
INSURED'S NAME **Broadway Electric, Inc**

BROAD-1
OP ID: EF

PAGE 3
Date **04/15/2015**

Re: Solicitation NO. 1428-14144, Countywide Emergency Power System
Upgrades at Division 1, 4, 5 South Campus Building #1 & Boot Camp at the
Dept of Corrections, 2650 S. California Ave, Chicago, IL. 60608

Primary & Non Contributory Additional Insureds on General Liability, Auto
& Umbrella; Loss Payee on Builders Risk; and Waiver of Subrogation on
General Liability, Auto and Workers Comp:

Cook County, its officials, employees and agents

Forms Attached: LC 32 179 05 12; AC 84 23 08 11; WC 00 03 13;
AC 84 07 07 13; LCU 20 0110 13



INSURANCE BINDER

OP ID: EF

DATE (MM/DD/YYYY)
4/15/2015

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.

| | | | | | |
|--|--|---|--|--|--|
| AGENCY Weible & Cahill 2300 Cabot Drive, Suite 100 Lisle, IL 60532 William Cahill | | COMPANY Indiana Insurance Company | | BINDER # 13663 | |
| PHONE (A/C, No, Ext): 630-245-4600 | | FAX (A/C, No): 630-245-4601 | | THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY # PENDING | |
| CODE: _____ SUB CODE: _____ | | DATE EFFECTIVE TIME 04/14/15 12:01 | | EXPIRATION DATE TIME 06/14/15 12:01 AM | |
| AGENCY CUSTOMER ID: BROAD-1 | | DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location) Countywide Emergency Power System Upgrades at Division 1,4,5 South Campus Bldg #1 & Boot Camp, 2650 N. California, Chgo IL | | | |
| INSURED Broadway Electric, Inc 831 Oakton Elk Grove Village IL 60007-1904 | | | | | |

| COVERAGES | | LIMITS | |
|--|---|---|---|
| TYPE OF INSURANCE | COVERAGE/FORMS | DEDUCTIBLE | AMOUNT |
| PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC <input checked="" type="checkbox"/> Incls Temp Storage & <input checked="" type="checkbox"/> Transif Coverages | Installation Floater Flood Quake | \$2,500 100000 100000 | \$2,553,000 \$2,553,000 \$2,553,000 |
| GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR | RETRO DATE FOR CLAIMS MADE: _____ | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ | |
| AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____ | <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES | ACTUAL CASH VALUE STATED AMOUNT \$ OTHER | |
| GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$ | |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | RETRO DATE FOR CLAIMS MADE: _____ | EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$ WC STATUTORY LIMITS | |
| WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY | | E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | |
| SPECIAL CONDITIONS/ OTHER COVERAGES | | FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$ | |

| | | | |
|--|--|---|---|
| NAME & ADDRESS County of Cook 118 N. Clark St Chicago IL 60602 | | <input checked="" type="checkbox"/> MORTGAGEE <input checked="" type="checkbox"/> LOSS PAYEE | <input type="checkbox"/> ADDITIONAL INSURED |
| | | LOAN # _____ | |
| | | AUTHORIZED REPRESENTATIVE <i>Eileen Furlong</i> | |

Policy Number TB2-Z91-462540-034
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ILLINOIS COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. Reasonable Force
- Item 2. Non-Owned Watercraft Extension
- Item 3. Damage To Premises Rented To You - Expanded Coverage
- Item 4. Bodily Injury To Co-Employees
- Item 5. Knowledge Of Occurrence
- Item 6. Notice Of Occurrence
- Item 7. Unintentional Errors And Omissions
- Item 8. Bodily Injury Redefinition
- Item 9. Supplementary Payments - Increased Limits
- Item 10. Property In Your Care, Custody Or Control
- Item 11. Mobile Equipment Redefinition
- Item 12. Newly Formed Or Acquired Entities
- Item 13. Blanket Additional Insured Where Required By Written Contract
 - Lessors of Leased Equipment
 - Managers or Lessors of Premises
 - Mortgagees, Assignees or Receivers
 - Owners, Lessees or Contractors
 - Architects, Engineers or Surveyors
 - Any Person or Organization
- Item 14. Blanket Additional Insured - Grantors Of Permits
- Item 15. Waiver Of Right Of Recovery By Written Contract Or Agreement
- Item 16. Other Insurance Amendment
- Item 17. Contractual Liability - Railroads

Item 1. Reasonable Force

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 55 feet long; and

LC 32 179 05 12

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its permission.

Page 1 of 8

- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You - Expanded Coverage

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V - Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises, while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Item 4. Bodily Injury To Co-Employees

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or

- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4, will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Knowledge Of Occurrence

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

Item 6. Notice Of Occurrence

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the Insured to give us notice.

Item 7. Unintentional Errors And Omissions

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. Bodily Injury Redefinition

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 9. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 10. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of exclusion j. of Section I -- Coverage A -- Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III -- Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 10.

Item 11. Mobile Equipment Redefinition

The definition of "Mobile Equipment" in Section V -- Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 12. Newly Formed Or Acquired Entities

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until:
 - (1) The 180th day after you acquire or form the organization;
 - (2) Separate coverage is purchased for the organization; or
 - (3) The end of the policy period,whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

Item 13. ~~Blanket Additional Insured Where Required By Written Contract~~

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
- (b) Any premises for which coverage is excluded by endorsement.

(3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

(5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

(6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations; or

(b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.

The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 14. Blanket Additional Insured -- Grantors Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. ~~Waiver Of Right Of Recovery By Written Contract Or Agreement~~

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

Item 16. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV - Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4, Other Insurance of Section IV - Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Item 17. Contractual Liability - Railroads

Paragraph 9. of Section V - Definitions is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "Insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

Policy Number: AS2-291-462540-014
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Names of Person(s) or Organizations(s):

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured."

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in the state of TX.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the state of FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of IL, MI and MO, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of NY, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-Z91-463424-044

Effective Date

Premium \$

Issued to Broadway Electric Inc

Policy Number: TH7-Z91-452637-044
Issued by: LIBERTY INSURANCE CORPORATION

Endorsement #: 2
End. Eff. Date:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

A. Paragraph 2.e of SECTION II – WHO IS AN INSURED is replaced by the following:

e. Any person or organization included as an additional insured under "underlying insurance", but not for broader coverage than is provided by the "underlying insurance".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the minimum amount of insurance:

1. Required by the contract or agreement less any amounts payable by any "underlying insurance" or otherwise retained; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number AS2-Z91-463424-014
Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

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Issued by Liberty Mutual Fire Insurance Co.

II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

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"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

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IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;

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- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

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- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality;
or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

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However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

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2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:
- "Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
 1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
 2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:

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- (1) 60 days;
- (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
- (3) The number of days specified in any other Cancellation Condition attached to this policy,
prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

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A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
- b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

- B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

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Schedule

Premium

Liability \$150 FC
Physical Damage \$100 FC
Total Premium \$250 FC

V. Fellow Employee

Schedule of Employees:

Your employee, but only for acts within the scope of their employment by you

| | LIAB | MP | UM | UIM | COMP | COLL |
|------------------------|------|----|----|-----|------|------|
| XVIII. Drive Other Car | | | | | | |
| Name of Individual | | | | | | |
| Not applicable | | | | | | |

XX. Notice of Cancellation or Nonrenewal
Name and Address

Number of Days

Where required by contract

30

This endorsement applies in all states except:
FL HI KS MA NY & VA