



**OFFICE OF THE PURCHASING AGENT  
COUNTY OF COOK**

118 NORTH CLARK ST. ROOM 1018  
CHICAGO, ILLINOIS 60602-1375  
(312) 603-5370

THIS PURCHASE ORDER NUMBER  
MUST APPEAR ON ALL PACKAGES,  
INVOICES, SHIPPING PAPERS AND  
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO  
81559

Anchor Mechanical Inc  
215 S Aberdeen  
Chicago IL 60607

DATE  
6/19/2012  
F.O.B. POINT

PURCHASE ORDER NO.  
**181864 - 000- OP**  
REQUISITION NO.  
00104355 OR

COOK COUNTY FEIN: 36-6006541  
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04  
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

**SHIP TO** Facilities Management  
Juvenile Detention Complex and Court  
1100 S. Hamilton Avenue  
CHICAGO IL 60612-4284

**DELIVERY INSTRUCTIONS**

Joe Washington  
5394

312-433-

DEPT NO

2001127

Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	Service, for automation system Service, for automation system Provide a maximum of 8 hours for control service technician to troubleshoot system. quote from Anchor Mechanical, Inc. Req# 22000502	8.00 HR	122.0000	976.00	2001127.540360
***** Total Order *****				976.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

**RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)**

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

Date:

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Maia...*  
6/22/12 BA

# Purchase Requisition

Office of the Purchasing Agent  
Cook County of Illinois

Purchase Order Number

*br 81 New*  
*181864*

Requisition # **OR 104355** Contract #

Open Date

Buyer Number 724151 Supervisor 50  
Bid/Sole Src Code 2001127  
Business Unit

Ship To: 8000411 Facilities Management

Delivery Instructions: Joe Washington

Supplier: 81559

Anchor Mechanical Inc

Juvenile Detention Complex and

1100 S. Hamilton Avenue

312-433-5394

215 S Aberdeen

Chicago IL 60607

CHICAGO IL 60612-4284

Internal Req Number 22000502  
Board Apr Date & Item  
Requisition Date 6/15/2012  
Date Needed 6/15/2012

One Time Purchase  Yes  No Covers Need for \_\_\_\_\_ months. Specific Period of time \_\_\_\_\_ thru \_\_\_\_\_

Prior Contract No. \_\_\_\_\_

Expiration Date \_\_\_\_\_

Emergency No. \_\_\_\_\_

Line # Commodity Description

Bal. on Hand

Quantity UOM

Est. Unit Cost

Extended Cost

Business Unit and Object Account

1,000 961

Service, for automation system

<

>

8.00 HR

122.0000

976.00

2001127 540360

Service, for automation system

Provide a maximum of 8 hours for control

service technician to troubleshoot system.

As per attached quote from Anchor Mechanical, Inc.

Req# 22000502

Total of Items Ordered

976.00

CERTIFICATION  
I hereby certify that the items and/or services above are necessary to this department (or institution) and that the dept. no., account & activity numbers indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

CCA

APPROVED BUDGETARY ACCOUNT

PURCHASING USE ONLY

ACCT # \_\_\_\_\_

DATE \_\_\_\_\_

BY \_\_\_\_\_

REQUISITIONER

BUREAU or DEPARTMENT HEAD

*Hydria Blair*

RECEIVED  
OFFICE OF THE  
PURCHASING AGENT  
2012 JUN 19 PM 2:05  
BOOKKEEPING

# ANCHOR MECHANICAL, INC.

Cook County Juvenile Detention  
2245 W. Ogden  
Chicago, IL 60612  
Attn: Joe Washington

June 12, 2012

Re: Control System Service

Dear Joe Washington,

Anchor Mechanical, Inc is pleased to propose the following:

Furnish all labor, materials, and equipment to:

- Provide a maximum of (8) eight hours control service technician to troubleshoot system.

Labor: 8 hrs. @ \$122.00/hr. = \$976.0

Price: \$976.00

*hnd*

**Excludes: Premium Time, repairs, parts, or additional services**

We thank you for the opportunity to provide our proposal for the above work. If I may be of further assistance, please feel free to contact me at 312-492-6994.

\*\*\*\*\*

As a condition of this proposal, payments are to be made on a progress basis. Invoice payment must be made within thirty (30) days of receipt. Any alteration or deviation from the above proposed will become an extra charge over the sum stated above. This proposal will become a binding Agreement sets forth all of the terms and conditions binding upon the parties hereto on the reverse hereof and no person has authority to make any claim, representation promise or condition of behalf of Anchor Mechanical Inc. which is not expressed herein. This proposal is valid for thirty (30) days.

Contractor

  
General Manger: Kevin Kenzinger

Customer

\_\_\_\_\_  
By:

## TERMS AND CONDITIONS

Applied Controls, Inc. is referred to as ACI herein:

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **Attorney's Fees.** Purchaser agrees that he will pay and reimburse ACI for any and all reasonable attorneys' fees which are incurred by ACI in the collection of amounts due and payable hereunder.
2. **Changes.** No change or modification of any of the terms and conditions stated herein shall be binding upon ACI unless accepted by ACI in writing.
3. **Compliance With Laws.** ACI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
4. **Delays.** ACI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond ACI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions on the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of ACI, etc.
5. **Entire Agreement.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersede any prior representations or understandings.
6. **Indemnity.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
7. **Insurance.** Insurance coverage in excess of ACI's standard limits will be furnished when requested and required. No credit will be given of premium paid by ACI for insurance afforded by others.
8. **Invoicing & Payments.** ACI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay ACI at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay ACI additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If ACI's invoice is not paid within 30 days of its issuance, it is delinquent.
9. **Liability.** ACI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
10. **Materials.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of ACI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, ACI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute thereof.
11. **Occupational Safety and Health.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
12. **Scope Of Work.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by ACI shall be distributed and installed by others under ACI's supervision but at no additional cost to ACI. Purchaser agrees to provide ACI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc) without charge. ACI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge ACI for any costs or expenses without ACI's written consent.  
Unless specifically noted in the statement of the scope of work or services undertaken by ACI under this agreement, ACI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by ACI shall not operate to compel ACI to perform any work relating to Hazards without ACI's express written consent.
13. **Taxes.** The price of this proposal does not include duties, sales, use, excise or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by ACI or, alternatively, shall provide ACI with acceptable tax exemption certificates. ACI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
14. **Warranty.** ACI warrants its installation to be free from defects in material and workmanship arising from normal usage for a period of (1) one year from installation. ACI will extend the same warranty terms and conditions, which ACI receives, from the manufacturer of said equipment. For equipment installed by ACI if Purchaser provides written notice to ACI of any such defect within thirty (30) days after the appearance or discovery of such defect, ACI shall, at its option, repair or replace the defective equipment. For equipment not installed by ACI if Purchaser returns the defective equipment to ACI within thirty (30) days after appearance or discovery of such defect, ACI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by ACI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.**



# Proposal

TO:

ATTN: Joe Washington

Chicago Service Branch - 0210  
3007 MALMO DR  
ARLINGTON HEIGHTS IL 600054727  
PH: (866) 854 - 4768  
FAX: (847) 364 - 1548

Date: 06/13/2012  
Quote Ref: 1-2G7504J  
Project Name: Cook County Juvenile 8 Hour Quote  
Site: COUNTY OF COOK  
2245 W OGDEN AVE FL 4  
CHICAGO IL 60612-4266

We propose to furnish the materials and/or perform the work below for the net price of: \$1,551.00 *WDD*

**For the above price this proposal includes:**

ONE (1) DAY 8 HOURS LABOR ONLY INCLUDING FEES TO TROUBLESHOOT  
COOK COUNTY JUVENILE CONTROLS  
(PNEUMATIC / DIRECT DIGITAL CONTROL INTERFACE)

QUANTITY	UNIT	PRICE	EXTENSION
8 hours		\$177.00	\$1,416.00

\*\*A truck charge of \$100.00 will be added to all invoices for each technician per day  
\*\* A variable fuel surcharge fee of \$35.00 be added to all invoices and is based upon the current fuel costs

Summary: Labor \$1,416.00 (NOTE HOURLY RATE IS \$177.00 PER HOUR)  
Truck Charge: \$ 100.00  
Fuel Surcharge \$ 35.00

TOTAL \$1,551.00

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 07/07/2012

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO: \_\_\_\_\_

**Johnson Controls Inc.**

Signature: *Viktoras L. Petrolunas*  
 Name: Viktoras (Vik) Petrolunas Viktoras.L.Petrolunas@jci.com  
 Title: Service Team Manager 708-417-6096  
 Date: 6-6-12

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternate, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

### TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilet, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** Johnson Controls, Inc. (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
- 6. LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to: acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
- 9. COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
- 10. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 11. INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
- 12. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.
- 13. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.
- 14. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supercedes any prior representations or understandings.
- 15. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.

