

**CONTRACT FOR WORK  
DOCUMENT NO. 1723-16837**



**COOK COUNTY**

**COUNTYWIDE PUBLIC SAFETY ROOF REPLACEMENTS  
DEPARTMENT OF CORRECTIONS  
AT 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608**

**VOLUME 1 OF 1  
INSTRUCTIONS TO BIDDERS  
CONDITIONS OF CONTRACT**

**FOR THE:  
DEPARTMENT OF CAPITAL PLANNING AND POLICY  
EARL MANNING, DIRECTOR**

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

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

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

**TABLE OF CONTENTS**

**COUNTYWIDE PUBLIC SAFETY ROOF REPLACEMENTS  
DEPARTMENT OF CORRECTIONS  
AT 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608**

**VOLUME 1 OF 1**

**REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS**

<b><u>ITEM</u></b>	<b><u>PAGE</u></b>
<b><u>PROJECT OVERVIEW</u></b>	PO- 1/2
<b><u>INSTRUCTIONS TO BIDDERS</u></b>	
Index	TOC-1
Instructions to Bidders	IB-1/12
<b><u>GENERAL CONDITIONS</u></b>	
Index	GC-1/2
General Conditions	GC-1/29
<b><u>SPECIAL CONDITIONS</u></b>	
Index	TOC
Special Conditions	SC-1/24
<b><u>GENERAL REQUIREMENTS</u></b>	
Index	TOC
General Requirements	GR-1/58
<b><u>GENERAL FORMS</u></b>	
Index	TOC
General Forms	GF-1/5
<b><u>PROPOSAL EXECUTION FORMS</u></b>	
Index	PE-1
Proposal Forms	PE-1/8b

**PROJECT OVERVIEW**

**Project Name:** COUNTYWIDE PUBLIC SAFETY ROOF REPLACEMENTS  
DEPARTMENT OF CORRECTIONS  
AT 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608

**Contract No.:** 1723-16837

**Buyer's Information:** Edmund Rendon, Senior Contract Negotiator, 312-603-6824  
Email: [edmund.rendon@cookcountyil.gov](mailto:edmund.rendon@cookcountyil.gov)

**General Description of the Work:**

The work consists of complete roof replacement for ~~four (4)~~ two (2) buildings at the DEPARTMENT OF CORRECTIONS located at 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608 Each of ~~four (4)~~ two (2) roofs to be replaced are located inside the secured perimeter of the Cook County Detention Center. ~~All four (4)~~ Both of the roof replacement projects will include the complete tear off removal and hauling off site of existing roofing and roof insulation, removal and re-installation of roof-mounted mechanical equipment; furnishing and installing new equipment curbs as required to meet roof membrane manufacturer's minimum flashing height requirements; removal and replacement of all existing wood blocking at roof perimeters and at all other locations where damaged or deteriorated; repair concrete and metal roof decks as required (see Unit Prices), installation of new 2ply, modified bituminous membrane roof system, new roof insulation, new copings and related flashings on existing roof decks; removal and installation of roof mounted exhaust fans and related structural supports; and to provide for proper drainage of the new roof systems to eliminate ponding. Provisions shall be made to insure the new roof system has proper drainage, use of tapered insulation, use of crickets, etc., as appropriate. Ponding of water on the new roof system is not acceptable and will result in rejection of the completed roof.

**Roof Areas Requiring Replacement:** ~~Division II Dorm 1 Housing, Division II Dorm 2 Housing,~~  
Division II Dorm 4 Housing and Building 1 South Campus

**Advertisement Date:** November 1, 2017

**Bid Document:** Bidders must register with the County's eProcurement Site at <http://legacy.cookcountygov.com/purchasing/bids/listAllBids.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  
And Field Inspection:**

**Attendance at the Pre-Bid Conference and all Field Inspections are mandatory in order for a bid to be considered.** Please confirm your attendance, include the names of all personnel attending, to [Edmund.Rendon@cookcountyil.gov](mailto:Edmund.Rendon@cookcountyil.gov) Include project name on the subject line of e-mail. **All Prospective Bidders must complete and bring the Site Inspection Certificate, included herein, to the Mandatory Pre-Bid Conference.**

**Pre-Bid Conference  
Notification:**

In order to obtain a 1-Day Pass, it is mandatory that every person attending the Field Inspection provide a copy of the attendees' current and valid state-issued Driver's License or Identification Card and a copy of their company business card enlarged to 150% to [Edmund.Rendon@cookcountyil.gov](mailto:Edmund.Rendon@cookcountyil.gov) by 12:00 pm (Noon) November 8, 2017 for background check and to be approval by the Cook County Sheriff's Office.

Cameras, tapes measures, measuring wheels, etc. are permitted with an approved Tool List. In order to obtain an approved Tool List, the Vendor must submit their Tool List request at the same time that they submit their 1-Day Pass to [Edmund.Rendon@cookcountyil.gov](mailto:Edmund.Rendon@cookcountyil.gov). Cell phones will not be permitted. The 1-Day Pass and approved Tool List will be issued to Vendors on the morning of the Field Inspection.

**Pre-Bid Conference:**

**November 15, 2017** from 10:00 A.M. to 10:30 A.M.  
Department of Corrections  
South Campus Building 1  
2<sup>nd</sup> Floor Conference Room  
3026 S. California Ave (Corner of 31<sup>st</sup> Street)  
Chicago, IL 60608

**Field Inspections:**

~~Division II, Dorm 1, Division II, Dorm 2 and~~ Division II, Dorm 4, and  
Building 1 South Campus Roof  
**November 15, 2017** from 10:30 A.M. to 2:30 P.M.  
Department of Corrections  
South Campus Building 1  
2<sup>nd</sup> Floor Conference Room  
3026 S. California Ave (Corner of 31<sup>st</sup> Street)  
Chicago, IL 60608

**Questions Due:**

**November 16, 2017, no later than 12:00 PM** to Edmund Rendon,  
Senior Contract Negotiator, to [Edmund.Rendon@cookcountyil.gov](mailto:Edmund.Rendon@cookcountyil.gov)

**Bid Opening Date:**

~~December 4~~ **December 8, 2017 at 10:00 A.M.**  
Bids shall be submitted in triplicate on the forms provided, with bid deposit, in accordance with Instructions to Bidders. Sealed bids will be received in Room 1018, County Building, 118 N. Clark Street, Chicago, IL 60602. Bids 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 percent (1%) of the Bid, payable to the order of the Board of Commissioners, County of Cook. Bid bonds will be accepted in lieu of a check provided the Surety Company is rated as defined in the Bid Documents.

**M/WBE Participation Goals: 24% MBE and 10% WBE**

**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 Base Bid. The Chief Procurement Officer and the Cook County Board of Commissioners reserve the right to reject any and all bids.



**INDEX**  
**INSTRUCTIONS TO BIDDERS**

<b><u>Section</u></b>	<b><u>Subject</u></b>	<b><u>Page</u></b>
IB-01	Definitions	IB-1
IB-02	Compliance with Laws - Public Contracts	IB-3
IB-03	Preparation of Bid	IB-3
IB-04	Bids to Conform to Advertisement for Bids	IB-4
IB-05	Prices Firm	IB-4
IB-06	Submission of Bid	IB-4
IB-07	Withdrawal of Bid	IB-4
IB-08	Bid Deposit	IB-4
IB-09	Pre-Bid Conference/Site Inspection Certificate	IB-5
IB-10	Bidder Warranties	IB-5
IB-11	Consideration of Bids	IB-6
IB-12	Acceptance of Bid	IB-6
IB-13	Competency of Bidder	IB-7
IB-14	Performance and Payment Bond	IB-7
IB-15	Failure to Furnish Bond	IB-7
IB-16	Return of Bid Deposit	IB-7
IB-17	Catalogs	IB-7
IB-18	Trade Names / Substitutions	IB-7
IB-19	Exceptions	IB-9
IB-20	Interpretation of Contract Documents	IB-9
IB-21	Cash Billing Discounts	IB-10
IB-22	Taxes	IB-10
IB-23	Bid Rigging - Bid Rotating	IB-10
IB-24	Order of Precedence of Component Contract Parts	IB-10
IB-25	Cooperation with Inspector General	IB-10
IB-26	Bid Disputes	IB-10
IB-27	Local Business Preference	IB-11
IB-28	Re-Entry Employment Earned Credits	IB-11
IB-29	Eligible Veterans Bid Preference for Public Work Contract	IB-12
IB-30	Eligible Bid Preference for VBEs and SDBEs	IB-12
IB-31	Coalition of Unionized Public Employees	IB-12

## 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 punch list 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 Contractor 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 Bid Proposal on page PE-8 and provide evidence of actual authority for the individual executing or provide signature pages for each member of the joint venture. Joint Ventures shall comply with the requirements of the Assumed Business Name Act (Illinois Compiled Statutes 1996, 805 ILCS 405/1).

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 in envelopes provided for that purpose and shall deposit them in the bid box located at the County Board Assembly Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the bid opening as shown in the legal advertisement. If proposals are submitted in envelopes other than those provided for the purpose, then the sealed envelope submitted by the bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of 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 venture 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 by the Cook County Board of Commissioners within ninety (90) days from the date of opening of Bids. Upon receipt of Notice of Award, the successful bidder shall secure, execute and deliver to the Chief Procurement Officer, within fourteen (14) days, 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 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. 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.

**IB-16 RETURN OF BID DEPOSIT**

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

1. 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.
2. 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**

The County will not provide oral answers to questions concerning Bid Documents before or subsequent to the award of a Contract. If an interpretation or clarification of the Bid Document is desired by the Bidder or if the Bidder intends to request a deviation to the Specifications, the Bidder shall submit questions or request for the deviation to the Specifications to the Chief Procurement Officer prior to the date for inquiries set forth in the Special Conditions. The Chief Procurement Officer will answer questions or requests for deviations to the Specifications by issuing an Addendum which shall be available to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Chief Procurement Officer, then such deviation or exception to the Specification shall be deemed rejected. The Chief Procurement Officer shall reject any Bid containing deviations or exceptions to the Specifications not previously accepted through a written Addendum. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. The Bidder's failure to acknowledge in writing any issued addenda may result in the CPO finding the Bid non-responsive and rejecting the Bid. The OCPO shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after the Bid Opening.

All written requests for clarifications, deviations or exceptions shall be addressed to the Specification Engineer or Contract Negotiator listed on the Bid Cover Page:

If the apparent lowest Bidder takes exceptions or deviations to the General Conditions, which are submitted with the Bid, the CPO shall reject the Bid as non-responsive in the event that the Chief Procurement Officer, in his or her sole opinion, determines such exceptions or deviations to be material.

#### **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 bidder's 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.
5. General Requirements.
6. Drawings and Plans.
7. Advertisement for Proposal.
8. Instruction to Bidders.
9. Performance Bond.
10. 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.

**IB-31 COALITION OF UNIONIZED PUBLIC EMPLOYEES**

The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade jurisdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County's undertaking, except in the case of emergency, the County shall perform or require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition union or a union with the appropriate trade jurisdiction located in County of Cook.

**END OF SECTION**

**INDEX**  
**GENERAL CONDITIONS**

<b><u>Section</u></b>	<b><u>Subject</u></b>	<b><u>Page</u></b>
GC-01	Non-Discrimination and Affirmative Action	GC-1
GC-02	Indemnity	GC-1
GC-03	Conduct of Contractor and Compliance with Laws	GC-1
GC-04	Material, Appliance and Employees	GC-2
GC-05	Time and Progress	GC-2
GC-06	Subletting or Assignment of Contract or Contract Funds	GC-3
GC-07	Permits, Laws and Regulations	GC-3
GC-08	Architect's Authority	GC-5
GC-09	Program Manager's Authority	GC-5
GC-10	Number of Documents	GC-6
GC-11	Cooperation Between Contractors	GC-6
GC-12	Plans or Drawings and Specifications Cooperative	GC-6
GC-13	Variations	GC-7
GC-14	Provisions Relative to Delay	GC-7
GC-15	Payment to the Contractor	GC-8
GC-16	Changes and Modifications	GC-10
GC-17	Disputes	GC-13
GC-18	Default	GC-13
GC-19	Award of Subcontracts	GC-14
GC-20	Superintendence	GC-14
GC-21	Protection of Persons and Property	GC-15
GC-22	Materials Inspection and Responsibility	GC-16
GC-23	Substantial Completion of the Work	GC-17
GC-24	Guarantees and Warranties	GC-17
GC-25	Fire Protection	GC-18
GC-26	Use of Premises	GC-18
GC-27	Working Regulations	GC-18
GC-28	Watchman Service	GC-18
GC-29	Correction of Work Before Final Payment	GC-18
GC-30	Deductions for Uncorrected Work	GC-19
GC-31	Reference Standards	GC-19
GC-32	Cook County Human Rights Ordinance	GC-19
GC-33	Employment – Veterans	GC-19
GC-34	Certificate of Qualification	GC-19
GC-35	Tax and Fee Delinquency	GC-19
GC-36	Disqualification for Non-Performance	GC-19
GC-37	Steel Products Procurement	GC-20
GC-38	Termination for Convenience	GC-20
GC-39	Inspection of Work	GC-20
GC-40	Accident Reports	GC-20
GC-41	Royalties and Patents	GC-21
GC-42	Patents, Copyrights and Licenses	GC-21
GC-43	Confidentiality and Ownership of Documents	GC-21

**INDEX**  
**GENERAL CONDITIONS CONT.**

<b><u>Section</u></b>	<b><u>Subject</u></b>	<b><u>Page</u></b>
GC-44	Audit, Examination of Records	GC-22
GC-45	General Notice	GC-22
GC-46	Miscellaneous	GC-23
GC-47	Entire Agreement	GC-23
GC-48	Cooperation with Inspector General	GC-23
GC-49	Cook County Contract Compliance (Goals)	GC-23
GC-50	Pre- Construction Phase Activities	GC-23
GC-51	Submittals & Long Lead Time Materials	GC-24
GC-52	Delivery, Installation and Acceptance	GC-25
GC-53	Key Personnel: Project Management (Project Control)	GC-25
GC-54	Training	GC-25
GC-55	Documentation Requirements: General & Final Completion	GC-25
GC-56	Cleaning and Other Requirements	GC-26
GC-57	Cook County Residency Ordinance	GC-27
GC-58	Responsible Bidder	GC-27
GC-59	Contractor's Promotional Materials	GC-27
GC-60	Joint and Several Liability Provision	GC-27
GC-61	Owner's Right to Stop Work	GC-28
GC-62	Commencement of Statute of Limitations	GC-28
GC-63	Returns of Employment and Subcontracting	GC-28
GC-64	Safety & Utility Shutdowns	GC-28
GC-65	Construction Photographs	GC-28
GC-66	Cook County Green Construction Ordinance	GC-29

**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.

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.
- 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 Contractors shall not be entitled to demand or receive final payment until all the stipulations, provisions and conditions set forth in the Contract have been complied with and work had been accepted by the Director, whereupon the County will, at the expiration of thirty (30) calendar days after such completion and acceptance, pay the whole account of money due to the Contractor under the Contract.

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

Before each certificate for payment is issued, the Contractor shall furnish to the 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.
  - h. For additional work involving labor or labor and materials by a sub-subcontractor (2nd and 3rd tier subcontractors), the sub-subcontractor providing the labor and materials will be allowed an additional fifteen (15) percent of the cost of the labor and materials to cover overhead costs and profit. Additional mark-ups by other subcontractors and/or the Contractor shall not exceed five (5) percent to cover supervision and related expense on such sub-subcontractor operations.
  - i. Other Costs. No additional allowance will be made for other costs for which no specific allowance is herein provided.
3. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
  4. If a change involves only deductive work, the credit to the Owner shall be the Contractor's direct costs only for the labor and materials deleted.

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.

#### **GC-17 DISPUTES**

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

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

#### **GC-18 DEFAULT**

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

1. Failure to begin the work of this contract within the specified time;
2. Failure to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the completion of said work within the specified time;

3. Performance of the work in an unsatisfactory manner;
4. Refusal to remove material or perform anew such work as shall be rejected as defective or unsuitable;
5. Discontinuance of prosecution of work or impairing the reasonable progress of the work;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Assignment of this contract for the benefit of creditors; or
8. Any cause whatsoever which impairs the carrying on of the work in an acceptable manner.

Upon default, the 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, failing materials, open excavations and all other hazardous conditions.

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

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

The Contractor shall within ten (10) days of the Notice of Award, submit to the Program Manager 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) day's written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**GC-30 DEDUCTIONS FOR UNCORRECTED WORK**

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

**GC-31 REFERENCE STANDARDS**

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

**GC-32 COOK COUNTY HUMAN RIGHTS ORDINANCE**

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

**GC-33 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, 30<sup>th</sup> 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 – MINORITY AND WOMEN BUSINESS ENTERPRISES (MBE/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 Department 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.

**END OF SECTION**

**SPECIAL CONDITIONS  
BID CONTRACTS  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Page</b>
SC-01	Federal Clauses and Prevailing Wages	SC-1
SC-02	Cook County Prevailing Wage Rates	SC-6
SC-03	Minority and Women Business Enterprises Cook County Ordinance Chapter 34, Division 8 Section 34-260 to Section 34-300	SC-12
SC-04	Insurance Requirements	SC-16
SC-05	Liquidated Damages	SC-18
SC-06	LEED Requirements (Not Applicable)	SC-18
SC-07	Security Requirements	SC-19
SC-08	Program and Construction Managers	SC-19
SC-09	Summary of Work	SC-19

## **SC-01 FEDERAL CLAUSES AND PREVAILING WAGES**

The following provisions apply to all Contracts which are funded in whole or in part with federal funds.

### **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.

## **SC-01 FEDERAL CLAUSES AND PREVAILING WAGES (Cont.)**

(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 sub agreement 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.

## SC-01 FEDERAL CLAUSES AND PREVAILING WAGES (Cont.)

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. §§ 321 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.



## **SC-01 FEDERAL CLAUSES AND PREVAILING WAGES (Cont.)**

### **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 sub agreement 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;

## **SC-01 FEDERAL CLAUSES AND PREVAILING WAGES (Cont.)**

- (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.

**SC-02 COOK COUNTY PREVAILING WAGE RATES:**

Prevailing Wage rates for Cook County Effective Sept. 1, 2017												
Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	All	ALL		\$41.20	\$42.20	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
ASBESTOS ABT-MEC	All	BLD		\$37.46	\$39.96	1.5	1.5	2	\$11.62	\$11.06	\$0.00	\$0.72
BOILERMAKER	All	BLD		\$48.49	\$52.86	2	2	2	\$6.97	\$19.61	\$0.00	\$0.90
BRICK MASON	All	BLD		\$45.38	\$49.92	1.5	1.5	2	\$10.45	\$16.68	\$0.00	\$0.90
CARPENTER	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63
CEMENT MASON	All	ALL		\$44.25	\$46.25	2	1.5	2	\$14.00	\$17.16	\$0.00	\$0.92
CERAMIC TILE FNShER	All	BLD		\$37.81		1.5	1.5	2	\$10.55	\$10.12	\$0.00	\$0.65
COMM. ELECT.	All	BLD		\$43.10	\$45.90	1.5	1.5	2	\$8.88	\$13.22	\$1.00	\$0.85
ELECTRIC PWR EQMT OP	All	ALL		\$50.50	\$55.50	1.5	1.5	2	\$11.69	\$16.69	\$0.00	\$3.12
ELECTRIC PWR	All	ALL		\$39.39	\$55.50	1.5	1.5	2	\$9.12	\$13.02	\$0.00	\$2.43
ELECTRIC PWR LINEMAN	All	ALL		\$50.50	\$55.50	1.5	1.5	2	\$11.69	\$16.69	\$0.00	\$3.12
ELECTRICIAN	All	All		\$46.10	\$49.10	1.5	1.5	2	\$14.33	\$15.52	\$0.70	\$1.00
ELEVATOR	All	BLD		\$51.94	\$58.43	2	2	2	\$14.43	\$14.96	\$4.16	\$0.90
FENCE ERECTOR	All	ALL		\$39.58	\$41.58	1.5	1.5	2	\$13.40	\$13.90	\$0.00	\$0.40
GLAZIER	All	BLD		\$42.45	\$43.95	1.5	1.5	2	\$14.04	\$20.14	\$0.00	\$0.94
HT/FROST INSULATOR	All	BLD		\$50.50	\$53.00	1.5	1.5	2	\$12.12	\$12.96	\$0.00	\$0.72
IRON WORKER	All	ALL		\$47.33	\$49.33	2	2	2	\$14.15	\$22.39	\$0.00	\$0.35
LABORER	All	ALL		\$41.20	\$41.95	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
LATHER	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63
MACHINIST	All	BLD		\$46.35	\$48.85	1.5	1.5	2	\$7.05	\$8.95	\$1.85	\$1.32
MARBLE FINISHERS	All	ALL		\$33.95	\$33.95	1.5	1.5	2	\$10.45	\$15.52	\$0.00	\$0.47
MARBLE MASON	All	BLD		\$44.63	\$49.09	1.5	1.5	2	\$10.45	\$16.28	\$0.00	\$0.59
MATERIAL TESTER I	All	ALL		\$31.20	\$31.20	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
MATERIALS TESTER II	All	ALL		\$36.20	\$36.20	1.5	1.5	2	\$14.65	\$12.32	\$0.00	\$0.50
MILLWRIGHT	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63

OPERATING ENGINEER	All	BLD	1	\$50.10	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	2	\$48.80	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	3	\$46.25	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	4	\$44.50	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	5	\$53.85	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	6	\$51.10	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	BLD	7	\$53.10	\$54.10	2	2	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	FLT	1	\$55.90	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	2	\$54.40	\$55.90	1.5	1.5	2	\$19.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	3	\$48.40	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	4	\$40.25	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	5	\$57.40	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	FLT	6	\$38.00	\$55.90	1.5	1.5	2	\$18.05	\$13.60	\$1.90	\$1.30
OPERATING ENGINEER	All	HWY	1	\$48.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	2	\$47.75	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	3	\$45.70	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	4	\$44.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	5	\$43.10	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	6	\$51.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
OPERATING ENGINEER	All	HWY	7	\$49.30	\$52.30	1.5	1.5	2	\$18.80	\$14.35	\$2.00	\$1.30
ORNAMNTL IRON	All	ALL		\$46.75	\$49.25	2	2	2	\$13.90	\$19.79	\$0.00	\$0.75
PAINTER	All	ALL		\$45.55	\$51.24	1.5	1.5	1.5	\$11.56	\$11.44	\$0.00	\$1.87
PAINTER SIGNS	All	BLD		\$37.45	\$42.05	1.5	1.5	2	\$2.60	\$3.18	\$0.00	\$0.00
PILEDRIIVER	All	ALL		\$46.35	\$48.35	1.5	1.5	2	\$11.79	\$18.87	\$0.00	\$0.63
PIPEFITTER	All	BLD		\$47.50	\$50.50	1.5	1.5	2	\$9.55	\$17.85	\$0.00	\$2.07
PLASTERER	All	BLD		\$42.75	\$45.31	1.5	1.5	2	\$14.00	\$15.71	\$0.00	\$0.89
PLUMBER	All	BLD		\$49.25	\$52.20	1.5	1.5	2	\$14.34	\$13.35	\$0.00	\$1.28
ROOFER	All	BLD		\$42.30	\$45.30	1.5	1.5	2	\$9.08	\$12.14	\$0.00	\$0.58
SHEETMETAL WORKER	All	BLD		\$43.50	\$46.98	1.5	1.5	2	\$11.03	\$23.43	\$0.00	\$0.78
SIGN HANGER	All	BLD		\$31.31	\$33.81	1.5	1.5	2	\$4.85	\$3.28	\$0.00	\$0.00
SPRINKLER FITTER	All	BLD		\$47.20	\$49.20	1.5	1.5	2	\$12.25	\$11.55	\$0.00	\$0.55
STEEL ERECTOR	All	All		\$42.07	\$44.07	2	2	2	\$13.45	\$19.59	\$0.00	\$0.35
STONE MASON	All	BLD		\$45.38	\$49.92	1.5	1.5	2	\$10.45	\$16.68	\$0.00	\$0.90
TERRAZZO FINISHER	All	BLD		\$40.54	\$40.54	1.5	1.5	2	\$10.65	\$12.76	\$0.00	\$0.73
TERRAZZO MASON	All	BLD		\$44.38	\$47.88	1.5	1.5	2	\$10.65	\$14.15	\$0.00	\$0.82
TILE MASON	All	BLD		\$38.56	\$38.56	1.5	1.5	2	\$10.65	\$11.18	\$0.00	\$0.68
TRAFFIC SAFETY WRKR	All	HWY		\$33.50	\$39.50	1.5	1.5	2	\$6.00	\$7.25	\$0.00	\$0.50
TRUCK DRIVER	E	All	1	\$35.60	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	2	\$35.85	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	3	\$36.05	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	E	All	4	\$36.25	\$36.25	1.5	1.5	2	\$8.56	\$11.50	\$0.00	\$0.15
TRUCK DRIVER	W	All	1	\$35.98	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	2	\$36.13	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15

TRUCK DRIVER	W	All	3	\$36.33	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TRUCK DRIVER	W	All	4	\$36.53	\$36.53	1.5	1.5	2	\$8.25	\$10.14	\$0.00	\$0.15
TUCK POINTER	All	BLD		\$45.42	\$46.42	1.5	1.5	2	\$8.32	\$15.42	\$0.00	\$0.80

**Legend**

**M-F OT** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

**OSA** Overtime pay required for every hour worked on Saturdays

**OSH** Overtime pay required for every hour worked on Sundays and Holidays

**H/W** Health/Welfare benefit

Explanations COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

**EXPLANATION OF CLASSES**

**ASBESTOS - GENERAL** - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. **ASBESTOS - MECHANICAL** - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

**COMMUNICATIONS ELECTRICIAN**

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, such that the employees covered hereby can complete any job in full.

## MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

## OPERATING ENGINEER - BUILDING

Class 1. 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 Back Hoe Front End-loader 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, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; 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; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

## OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc.; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or 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; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 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.; Forklift Trucks; Grouting Machine; 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.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

## OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

#### TERRAZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic-Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications



of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II**

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

**SC-03 MINORITY AND WOMEN BUSINESS ENTERPRISES**  
**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 8 SECTION 34-260 to SECTION 34-300**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

**The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement are 24% MBE and 10% WBE.** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

- C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.
- D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a contractor, subcontractor or supplier.
- E. Unless specifically waived in the Bid or Proposal Documents, this General Condition, GC-19; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this GC-19 and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Contractor's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured,

it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## **II. REQUIRED BID OR PROPOSAL SUBMITTALS**

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **A. MBE/WBE Utilization Plan**

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subcontractors, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### **1. Letter(s) of Intent**

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

#### **2. Letter(s) of Certification**

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of

certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

#### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

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

#### **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:  
Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

**SC-04 INSURANCE REQUIREMENTS**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability.

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.

(d) **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:	\$10,000,000
General Aggregate per Project	\$10,000,000

(e) **Professional Liability Insurance**

When any design, engineering or other professional services are provided, Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

(f) **Builder's Risk/Installation Floater Insurance**

When Contractor performs any construction activities or repairs or replaces any equipment or machinery, Contractor shall secure either Builders' Risk Insurance or Installation Floater Insurance on an all risk form, including flood and earthquake, for 100% of the completed value of the Work, unless otherwise specified. 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.

(g) **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 and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds on a primary and non-contributory basis. The Commercial General Liability policy shall include ISO Additional Insured Endorsements CG 20 10 07 04 and CG 20 37 07 04. The products and completed operations coverage (including ISO Endorsement CG 20 37 07 04) must be maintained for a period of three years after final acceptance of the Project.

The full policy limits and scope of protection shall apply to Cook County as an additional insured even if it exceeds the minimum insurance limits specified above. Any insurance or self-insurance maintained by Cook County shall be in excess of the Contractor's insurance and shall not contribute with it.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, or eligible to transact insurance in the 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-05 LIQUIDATED DAMAGES**

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

Liquidated damages in the amount of \$1,089.00 calendar day will be assessed against the Contractor starting on the day after the date on which the Contract Time is scheduled to conclude and shall continue up to and including the Date Substantial Completion is achieved. 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 Program 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-06 LEED REQUIREMENTS (NOT APPLICABLE)**

**SC-07 SECURITY REQUIREMENTS**

Contractor will be required to fulfill, and to cause its subcontractors to fulfill, applicable security requirements of the 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 is to refer to General Requirements (GR-5) for Work at the Cook County Department of Corrections.

**SC-08 PROGRAM AND CONSTRUCTION MANAGERS**

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

**SC-09 SUMMARY OF WORK**

1.01 ROOFING GENERAL

- A. The Contractor, shall include design and construction services for this Roofing Work. The design portion of the work shall include detailed drawings and specifications for the work as well as all required installation details needed for each building (i.e. The details shall include items such as but not limited to the following: (roof curbs, parapet flashing, wood blocking, interface with masonry walls or other penthouse walls, roof drains, plumbing vent and pipe penetrations, expansion joints, coping details, metal deck repairs, concrete deck repairs, crickets, saddles, securement-fastener installation pattern, adhesive pattern, etc.) the tear off of existing roofing and roof insulation down to the roof deck. Provide for the removal and re-installation of roof-mounted mechanical equipment on new equipment curbs, as required to meet roof membrane manufacturer's minimum flashing height requirements, but not less than 8-inches above the final roof surface. Provide the removal and replacement of all existing wood blocking at roof perimeters and at all other locations where it is determined to be damaged or deteriorated. Provide for the repair of all metal deck and concrete roof decks as required, please reference Unit Prices, reference Paragraph I, J & K below. Provide the installation of a new Solar Reflectance Index (SRI) 78 or greater 2 ply modified Bit roof, roof insulation, copings and related flashings on existing roof decks; and to provide for proper drainage of the new roof systems to eliminate ponding. The Contractor shall make the appropriate provisions to insure the new roof system has proper drainage, the use of tapered insulation, crickets and the placement of additional roof drains as required by code Ponding of water on the new roof system is not acceptable and will result in rejection of the completed roof.

Buildings included are as follows: Division II, Dorms ~~1, 2 and 4~~ 4 and Building 1 South Campus, **See Exhibit A Site Diagram 1-A.**

- B. Refer to the GR-5 "*Requirements for Work at the Cook County Department of Corrections*" for the detailed procedures covering work at the Department of Corrections site.
- C. Roof Assessment Reports for each of the Buildings that require roof replacement was performed by an independent consultant in 2014. The Contractor award this Contract will have access to these reports in the development of the assessment, design and shop drawings for this project, however it shall be noted that Cook County cannot and will not be held responsible for the accuracy of this information.
- D. Survey all roofs with Owner's representatives and remove any abandoned penetrations and roof top equipment as directed by the Owner's Representative. Inspect, clean, test, and repair all roof drains and scuppers.



**Contract No. 1723-16837 - Addendum No. 1 Attachment 2**  
**SC-09 SUMMARY OF WORK (Cont.)**

- E. The Contractor shall test all existing roof drain systems, gutters and downspouts, and provide a written report to the Owner's Representative before any Work starts on any roof. Repair all non-functioning roof drainage systems prior to start of Work on any building. Secure written confirmation of existing conditions prior to start of any Work at any building.
- F. Unit Prices are established for work of quantifiable per-unit scope but of unknown unit quantities required for completion of the Work. The "Base Quantity" is set for each Unit Price Item to establish the priced value to be included in the Bid Form and the Contract Sum. Prior to Final Payment a Change Order with an increase to or deduction from the Contract Sum will be issued to reflect the actual quantities of Unit Price Items used.
- G. Unit Prices include all direct and indirect costs, including overhead and profit associated with the unit price item. If cumulative adjustments exceed, or are expected to exceed, a cumulative twenty-five percent (25%) of the Base Quantity (whether more than or less than), either party to the Contract may initiate renegotiation for a new unit price. Such a new unit price shall be made a part of the Contract by appropriate Modification, and will apply to adjustments that exceed a cumulative twenty-five percent (25%) of the Base Quantity and have not already been made.
- H. Increases and decreases in the Contract Sum by change order or construction change directive will be made based on the unit prices commensurate with either:
  - i. An interim increase or decrease in base quantities as agreed mutually or as deemed reasonably necessary by the Owner's Representative and consistent with actual quantities to date; or,
  - ii. A final increase or decrease in base quantities to equal actual quantities when no further work defined as a unit price item is anticipated.
- I. Contractor shall keep a daily log of actual quantities of specified work units encountered, consumed, or expended. When submitting an application for payment that includes payment for Unit Price items, Contractor shall provide the Owner's Representative a copy or report of the log. Actual quantities and the Contractor's log are subject to verification by the Owner's Representative.
- J. Contractor is to include in their Base Bid the following Base Quantity Units described in Paragraph K
- K. Identified Unit Price –
 

Base Quantity	Unit	Work Included
<del>5,000</del> 800	Sq. Ft.	Repair existing concrete roof deck
1,800	Sq. Ft.	Repair existing metal roof deck
- L. Contractor shall remove and legally dispose of the existing building roofing materials which includes but is not limited to; roof insulation, metal coping and all other materials demolished as a part of the project.
- M. Verify acceptable moisture content of all existing and repaired concrete prior to roof system installation for adhered roof systems.
- N. Provide testing of roof installation 9 months after installation of work to verify no leakage, whether by IR thermal imaging, low voltage electrical conductance, or high voltage spark testing, using approved ASTM methods and submit report from a qualified roof inspection consultant.

~~Q. Contractor shall test all suspect asbestos-containing materials affected by the work of this project to determine the extent of the asbestos-containing materials, if any. This testing work is included in the scope of work.~~

**1.02 ROOFING**

- A. Extent of roofing is hereby defined to include non-traffic-bearing membrane roofing system intended for weather exposure as primary roofing. **See Exhibit B – Section 07 55 00 Modified Bituminous Membrane Roofing.**
- B. Contractor shall be responsible for all work necessary to adjust curb heights on existing roof top mechanical units and other roof-top equipment in order to meet the membrane manufacturer's flashing requirements. The Contractor shall remove and re-install all existing roof-top HVAC equipment and associated blocking and structural systems as required during the re-roofing.
- C. All work related to mechanical units/systems shall be by licensed Mechanical Contractors to return all units to pre-work conditions.
- D. Provide for proper drainage of the new roof system to eliminate ponding. Provisions shall be made to insure the new roof system has proper drainage, through insulation, tapered insulation, crickets, additional scupper's and downspouts. Ponding of water on the roof surface is not acceptable and will result in rejection of the completed roof.

- F. Provide new treated wood blocking (verify use of approved wood blocking material type by roof manufacturer) at all locations. All wood blocking shall be removed and replaced with new treated wood blocking securely anchored to substrate.
- G. Provide new continuous metal flashing, counterflashing and edge strips all locations. All roof edge metal shall be "Roof Membrane" manufactured approved for twenty-(20) year Roof Warranty.
- H. Contractor shall take all necessary measures to reduce the moisture content of the existing concrete deck after roofing demolition is complete.
- I. Contractor shall notify the User Agency representative immediately upon discovery of material in need of repair or replacement, to secure confirmation of conditions by the Contractor's Representative, and shall keep records on locations and quantities to deck repair and replacement
- J. At all existing penetrations, roof curbs, parapets, etc. the Contractor shall raise equipment curbs, sleeves, etc. to provide minimum of 8" free clearance between top of roof membrane and top of base flashing.
- K. Install new manufacturer walkway pads to and fully around all roof-top HVAC and electrical equipment and from roof access point.

#### 1.03 ROOF INSULATION

- A. Flat and Tapered Roof Insulation: **See Exhibit C –Section 07 22 00 Roof Deck and Insulation.**
- B. Fabricated tapered insulation boards shall have markings correlating with board placement, direction of water flow, and amount of slope, as indicated on the approved shop drawings.
- C. Board transitions shall not impede water flow.
- D. High Density Cover board shall be a uniform composition of fiber-reinforced 95% recycled materials with no facer for use as a cover board or thermal barrier with a permeance of 26 perms per ASTM E96, and a compressive strength of 500 psi nominal. Cover board shall conform to properties and characteristics listed in Exhibit C.

#### 1.04 METAL TRIM ROOF: **See Exhibit D – Section 07 62 00 Sheet Metal Flashing and Trim**

#### 1.05 ROOF WARRANTY INFORMATION

- A. The Contractor shall provide the Cook County a twenty (20) year total system (NDL) roofing warranty for each Building. **(NOTE - PROVIDE SEPARATE WARRANTY FOR EACH BUILDING.)** This warranty shall be submitted to the manufacturer/supplier of the approved roof system selected by the roofing contractor. All roof warranties are to begin on the date of Substantial Completion of the project. There will be one Substantial Completion date established for the entire Project.
- B. The Total System roofing warranty shall provide coverage for (but shall not be limited to) the following:
  - 1. Roof membrane
  - 2. Membrane accessories
  - 3. Expansion joints
  - 4. Membrane flashing
  - 5. Sheet metal flashing and trim
  - 6. Roof insulation
  - 7. Vapor barrier
  - 8. Cover board if required
  - 9. Deck board (metal deck roofs only)
- C. No other form, changes or warranty will be acceptable other than that specified herein.
- D. Contractor will be required to provide all labor/repair and maintenance on each completed roof section until completion of the final roof replacement. All roof section warranties are to begin on the same date (Substantial Completion).

#### 1.06 PROJECT SUBMITTALS

- A. The Contractor shall provide submittal packages for review and comment for the Owner's Representative and DOC: Construction Documents, 95% Construction Documents and 100% Construction Documents.
- B. Roof Manufacturer Certificates required:
  - 1. Evidence of acceptance of roof applicator by the roof system manufacturer.

2. Evidence that adhesive and/or fastener type and spacing are acceptable to the roofing manufacturer for complying with FM Global Property Loss Prevention Data Sheets - design requirements for 120 wind up-lift.
  3. Evidence that the system to be installed meets specified code/insurance requirements.
  4. Roofing and Insulation Samples and Manufacturer's Literature.
  5. Two (2) samples of each sheet component of the roofing, flashing membranes, and roof insulation.
  6. Latest edition of the roofing and insulation system manufacturer's material specifications and installation instructions.
  7. A descriptive list of materials proposed for use.
- C. Shop Drawings shall include: Detail shop drawings illustrating the complete membrane layout, splicing and flashing details and shall include but not be limited to:
1. Dimensioned Outline of Roof and Size
  2. Seaming locations
  3. Location and type of ALL penetrations
  4. Details of termination at eaves, vertical surfaces, and roof penetrations.
  5. Insulation thickness and shop drawings required for the roof insulation system to illustrate the complete drainage system, including board location, drain locations, insulation high points and low points, and the average thermal "R" factor
  6. Deck type.
  7. Perimeter and penetration details
  8. Any other details as required for the building roof
  9. Submit design calculations and fastening diagrams for wind uplift performance as required in Exhibits B, C & D.
- D. The Contractor will submit a letter from the membrane manufacturer stating the roof insulation and its attachment meets their requirement to receive their "membrane roof system", and indicating whether or not 1/2" separation boards are required to meet warranty requirements :
- E. Shop drawings required for the roof insulation system shall illustrate the complete drainage system, including board location, drain locations, insulation high points and low points, slope direction, and the average thermal "R" factor.
- F. All work shall conform to industry standards as provided by the roofing manufacturer and/or per the current NRCA Roofing Manual.

#### 1.07 INFORMATION AVAILABLE TO BIDDERS

- A. Roof Assessment investigations have been performed on each building included for this project at the DOC site. These investigations were conducted, and a report obtained, solely for design purposes and is not a part of the Contract Documents. These report will be made available to the Contractor awarded this Contract.
- B. Use and interpretation of the Roof Assessment Reports will be entirely the responsibility of the using Bidder. The Owner is not responsible for variations in the roof conditions. Bidders shall decide for themselves the character of the material to be encountered.

#### 1.08 WORK SEQUENCE

- A. There are no restrictions on the number of roofs that can be started at one time. It is expected that the contractor will have multiple crews and that all four (4) roofs under this project may be under construction at one time. Coordinate construction schedule and operations with the Owner's Representative and DOC's representative.
- B. Work shall be executed to eliminate disruption of Department of Corrections (DOC) activities in the buildings. Contractor shall develop and submit for approval by Owner's Representative and DOC's representative a total project (all buildings) Staging Plan indicating a written plan for staging of work, crane locations, locations for storage areas, layout areas, and any required outages, within fourteen (14) calendar days from Notice to Proceed (NTP). Plans shall be reviewed, revised as required and approved by the Owner's and DOC's representatives prior to initiation of work at site. Project staging and work schedule shall include any impact(s) generated by the Department of Corrections' "Requirements for Work at the Cook County Department of Corrections" procedures and escort scheduling. Contractor shall submit a monthly updated progress schedule during design and, an updated project overview site plan and updated project schedule at least once a month during construction. Provide copy with each application for payment.

**SC-09 SUMMARY OF WORK (Cont.)**

- C. All outages for utilities, communications devices, HVAC systems or electrical systems shall be approved by and coordinated with Owner's Representative and DOC's representative, in writing or by email, at least 72 hours in advance to determine an acceptable schedule of interruptions and establish maximum acceptable downtime.
- D. The Contractor shall be responsible for making roof repairs and keeping newly installed work watertight until the completion of the last remaining roof.

**1.09 CONTRACTOR USE OF PREMISES**

- A. Refer to Section GR-5, "Requirements for Work at the Cook County Department of Corrections"
- B. Contractor shall be responsible for all utility connections required for the Work. Access to DOC utilities will not be allowed.
- C. Space for staging work and related operations of Contractor and Contractor's employees shall be provided as a project submittal and as needed elsewhere, subject to availability. Coordinate use of premises under direction of the Users Agency's Representative in accordance with approved Staging Plan.
- D. Use and or closure of streets, sidewalks or temporary interruption of parking access or space availability will require approval and coordination with appropriate authorities, and User Agency's representative.
- E. The Contractor shall be responsible for roof repair on each completed building until Substantial Completion has been achieved for all four (4) roof projects.
- F. Any/all mechanical work required to be performed in and around the roof top mechanical equipment is to be performed by licensed mechanical contractors and units are to be returned to pre-work conditions.
- G. Maintain the existing buildings in a weather-tight condition throughout the construction period. Take all precautions necessary to protect the building, its occupants, areas adjacent to the site and the general public during the construction period.
- H. Contractor shall provide covered entry protection at any unprotected entrances to the buildings.
- I. Contractor shall allow complete roof access as needed by the DOC or Department of Facilities Management to perform their normal work as needed.

**1.10 JOB CONDITIONS**

- A. When staging material in or on the structure and during application, the Contractor shall ensure that overloading of the staging area and/or structure does not occur.
- B. Only as much existing roofing and insulation material as can be replaced and made watertight the same day shall be removed.
- C. The Contractor shall conform to OSHA and other safety requirements during this operation. Keep all tools, equipment, material and personnel (as practicable) away from roof perimeters to prevent damage or injury on the construction site and to protect the structures and people that may be below. Contractor to prepare and submit a Safety Plan for working on the roofs and at the leading edge of each Building.

**1.11 USER AGENCY OCCUPANCY**

- A. The Department of Correction will continuously occupy (24 hours a day / 7 days a week) premises during entire period of construction for the conduct of the normal operations.
- B. Cooperate with the Owner and User Agency's representatives in all construction operations to eliminate any conflict with User Occupancy.

**SC-09 SUMMARY OF WORK (Cont.)**

1.12 ATTACHED EXHIBITS

**Exhibit A.** ~~Site Diagram~~ **A Revised**

**Exhibit B.** Section 07 55 00 Modified Bituminous Membrane Roofing dated 6/8/17

**Exhibit C.** Section 07 22 00 Roof Deck and Insulation dated 6/8/17.

**Exhibit D.** Section 07 62 00 Sheet Metal Flashing and Trim dated 6/8/17

**END OF SPECIAL CONDITIONS**

COUNTYWIDE PS ROOF REPLACEMENTS  
DEPARTMENT OF CORRECTIONS  
AT 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608

Exhibit A.

Site Diagram 1A



**COUNTYWIDE PS ROOF REPLACEMENTS  
DEPARTMENT OF CORRECTIONS  
AT 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608**

**Exhibit B.**

Section 07 55 00

Modified Bituminous Membrane Roofing

Dated 6/8/17



SECTION 07550  
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Remove all roofing to the structural deck.
- B. Provide all labor, equipment, and materials to install modified bitumen roof system over the properly prepared substrate.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General Supplementary Conditions and Division 1 Specification Sections apply to this section.
- B. Coordinate with related work specified elsewhere:
  - 1. 07 22 00 Deck and Insulation
  - 2. 07 62 00 Sheet Metal Flashing and Trim

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)
  - 1. D41, Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing
  - 2. D312, Specification for Asphalt Used in Roofing
  - 3. D451, Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products
  - 4. D1079, Terminology Relating to Roofing, Waterproofing, and Bituminous Materials
  - 5. D1227, Specification for Emulsified Asphalt Used as a Protective Coating for Roofing
  - 6. D1863, Specification for Mineral Aggregate Used on Built-Up Roofs
  - 7. D2178, Specification for Asphalt Glass Felt Used in Roofing and Waterproofing
  - 8. D2822, Specification for Asphalt Roof Cement
  - 9. D2824, Specification for Aluminum-Pigmented Asphalt Roof Coating
  - 10. D3019, Specification for Lap Cement Used with Asphalt Roll Roofing
  - 11. D4601, Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing
  - 12. D5147, 1991 Test Method for Sampling and Testing Modified Bituminous Sheet Materials
  - 13. E108, Test Methods for Fire Test of Roof Coverings
- B. ASCE-7 Wind uplifts requirements for geographical area.
- C. Federal Specifications (FS)

1. TT-S-00230C
- D. National Roofing Contractors Association (NRCA)
  1. Roofing and Waterproofing Manual
- E. Single Ply Roofing Institute (SPRI)
- F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA)
  1. Architectural Sheet Metal Manual
- G. Underwriters' Laboratories (UL)
  1. Fire Hazard Classifications
  2. Class 90-wind uplift.

#### 1.4 SUBMITTALS

- A. Provide the following to the Owner prior to award of roofing work.
  1. Written certification from the roofing system manufacturer corporate officer certifying that the applicator is currently approved for installation of the specified roofing system.
  2. Descriptive product data including MSD sheets.
  3. Certification of Class A roof system.
  4. Sample copy of contractor's workmanship warranty.
  5. Sample copy of specified Manufacturer's warranty.
  6. Sample copy of Manufacturer's Architectural indemnification Agreement.
- B. TEST REPORTS: Submit copies of the bitumen manufacturer's test reports of the following information for each batch of bitumen furnished:
  1. Softening Point: ASTM D36.
  2. Flashpoint: ASTM D92.
  3. Acceptable Bitumen Temperatures: As recommended by the bitumen manufacturer and label EVT on containers hand.
- C. PRODUCT DATA: Submit brochures containing material samples, SDS, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.
  1. Within four (4) weeks of award of contract, submit:
    - a. Minimum of two (2) samples of each sheet material and descriptive literature.
    - b. Manufacturer's specifications and other independent test data according to ASTM designation D-5147-91 "Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material" needed to prove compliance with specified requirements.
    - c. All other data and information to satisfy requirements of manufacturer on warranty needs.

- d. A written statement from the roofing materials manufacturers corporate officer approving the installer and stating the intent to guarantee the completed project as specified.
  - e. Samples of proposed warranty complete with any addenda necessary to meet the warranty requirements as specified.
  - f. Certified copy of ISO 9001 compliance.
- D. **SHOP DRAWINGS:** Indicate size and materials. Show locations and installation procedures. Include details of joints, attachments, fastening patterns, and clearances. Submit 1 electronic original and retain approved copies at the Site.
- E. **MAINTENANCE PROCEDURES:** Upon substantial completion of the project, deliver to Owner three (3) copies of manufacturer's printed instructions regarding care and maintenance of roof.
- F. **Wind uplift calculation:** roofing system manufacturer's engineering department shall provide a ASCE 7-10 calculation per IBC, Chapter 15. Calculations shall be stamped by a IL licensed structural engineer. Calculation shall diagrammatically show fastening pattern for insulation attachment.
- ~~C. **Plumbing calculation:** roofing system manufacturer's engineering department shall provide a primary drain and overflow drain or overflow scupper calculation per IBC, Chapter 11. Calculations shall be stamped by an IL licensed mechanical engineer.~~
- H. **G. Structural wind load calculation:** underlayment manufacturer's engineering department shall provide an ASCE 7-10 calculation per IBC, Chapter 16. Calculations shall be stamped by an IL licensed structural engineer. Calculation shall diagrammatically show fastening pattern for structural deck attachment.
- 1. Manufacturer shall provide on site verification structural deck meets loading requirements after roof have been removed.
- I. **H. Litigation and settlements:** provide a notarized statement from a corporate officer stating roofing system manufacturer has not settled litigation or paid fines to a public agency in excess of \$20 million dollars.

#### 1.5 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Roofing system manufacturer shall have a minimum of 10 years experience in manufacturing modified bitumen roofing products in the United States and be ISO 9001 certified.
- B. **Installer Qualifications:** Installer (Roofing) shall be specializing in modified bituminous roof application with minimum 5 years experience and who is certified by the roofing system manufacturer as qualified to install manufacturer's roofing materials.
- 1. Installer shall be IL licensed.
  - 2. Installer shall have an office with 50 miles of the City of Chicago in order to provide prompt leak response during contractor warranty period.
- C. **Regulatory Requirements:**
- 1. Classification by Underwriters' Laboratories, Inc. as a Class A roof covering.

2. Roofing system shall be installed in accordance with ASCE-7 wind uplift requirements for geographical location and a 120 MPH 3-second gust wind speed zone with an importance factor of 1.15 based on IBC requirements. Wind-resistance loads listed below have a safety factor of 2.0 incorporated into the calculation.
  3. Follow local, state, and federal regulations of safety standards and codes. Refer to applicable building code or International Building Code for roofing system installation requirements and limitations.
- D. Installer's Field Supervision: Require Installer to maintain a full-time Supervisor/Forman on job site during all phases of modified bituminous sheet roofing work and at any time roofing work is in progress, proper supervision of workmen shall be maintained. A copy of the specification shall be in the possession of the Supervisor/Foremen and on the roof at all times.
- E. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction.
- F. Disqualification of Bidders: A bidder can be disqualified by the Owner for any of the following reasons, but not limited to:
1. The failure to attend the Pre-Bid conference at the time and place so described under Bidding Dates.
  2. Incorrect use of the "Proposal" as provided by the Owner. Any changes in said format shall be accepted by the Owner only when requested and approved in writing prior to the bid opening. Changes in the Proposal after the opening of the bids will not be accepted.
  3. Lack of proficiency as shown by past work or incomplete work under other contracts which, in the judgement of the Owner might hinder or prevent the prompt completion of additional work if so awarded or any involvement in any legal actions which relate to past or present performance. This includes, but is not limited to lawsuits, court appointed actions, and/or ongoing litigation.
- G. Pre-installation Roofing Conference: Approximately 2 weeks before scheduled commencement modified bitumen sheet roof system and associated work, meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in the around roofing that must precede or follow roofing work (including mechanical work if any), Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities. Objectives to include:
1. Review foreseeable methods and procedures related to roofing work.  
Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations, and other preparatory work performed by other trades.
  2. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
  3. Review roofing systems requirements (drawings, specifications, and other contract documents).

4. Review required submittals, both completed and yet to be completed.
5. Review and finalize construction schedule related to roofing work and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying, and material usage accounting procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
8. Record (contractor) discussion of conference, including decisions and agreements (or disagreements) reached, and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
9. Review notification procedures for weather or non-working days.

#### 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused rolled goods on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- D. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck.

#### 1.7 MANUFACTURER'S INSPECTIONS

- A. When the project is in progress, the Roofing System Manufacturer will provide the following:
  1. Keep the Architect informed as to the progress and quality the work as observed.
  2. Provide daily job site inspections by a full time employee of the manufacturer.
  3. Report to the Architect in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
  4. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

#### 1.8 PROJECT CONDITIONS

- A. Weather Condition Limitations: Do not apply roofing membrane during inclement weather or when a 30% chance of precipitation is expected.
- B. Do not apply roofing insulation or membrane to damp deck surface.

- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- D. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

1.9 SEQUENCING AND SCHEDULING

- A. Sequence installation of modified bituminous sheet roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.
- B. All work must be fully completed on each day. Phased construction will not be accepted.

1.10 WARRANTY

- A. Membrane Manufacturer upon completion of installation, and acceptance by the Owner, the manufacturer will supply to the Owner the Thirty (30) Year "No Dollar Limit" watertight warranty.
  - 1. Warranty shall cover the calculated wind speed.
  - 2. Sole source warranty for modified bitumen, metal roofing, metal wall panels, single ply membrane and penetration flashing material.
- B. Contractor will submit a minimum of a 2 year warranty to the membrane manufacturer with a copy directly to Owner.
- C. Membrane manufacturer will provide an annual inspection at the annual request of the owner for the life of the warranty.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Basis of Design: Subject to compliance with requirements, basis of design is Stressoly manufactured by Garland Co. Equivalent products manufactured by one of the following acceptable manufacturers will also be accepted for incorporation into the Work. When a particular trade name or performance standard is specified it shall be indicative of a standard required.
  - 1. Design is based on Stressoly, manufactured by Garland Co.
  - 2. Johns Manville
  - 3. Firestone
  - 4. Mapei
  - 5. Trencor
  - 6. Or Pre-approved equal as noted below
- B. Provide products as specified. Bidding contractors proposing substitutes shall submit all required submittal information to The Owner's representative at least 10-5 days prior to bid due date. All substitutions have to be approved prior to bidding. No substitutions will be accepted after bidding or contract award. All bidders will have an opportunity to bid on any substitute system that is approved. Substitution requests will not be accepted from anyone other than prime bidding contractors who have attended the prebid walkthrough.
- C. Any item or materials submitted as an alternate to the manufacturer specified must comply in all respects as to the quality and performance, including job site investigation of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as an equal is

truly equal. Should the contractor choose to submit on the equal basis, he shall assume all risk involved, monetary or otherwise, should the Owner find it unacceptable. The Contractor is warned to obtained prior approval at least ten days prior to bid date of any material not specified. The following must be included for materials submitted for substitutions: (five copies

1. Complete data substantiating compliance of proposed substitution with Contract Documents.
2. For products:
  - a. Product identification, including manufacturer's literature and manufacturer's name and address.
  - b. Current certificate from an accredited testing laboratory comparing the physical and performance attributes of the proposed material with those of the specified materials substantiating, SBS Rubber Content, Ash Content, Low Temperature Flexibility, Tensile Strength of finished membranes according to ASTM D-5147. Test results must be dated, notarized, and on testing laboratory stationary.
  - c. A five gallon sample of any adhesive, coating, mastic or sealant and a 3' X 5', sample of any sheeting goods as may be specified. Manufacturer's labels must be on containers, smaller containers may be submitted if manufacturer's labels are attached.
  - d. Material Safety Data Sheets providing all pertinent data as to flammability, combustibility, toxicity, etc.
  - e. List of at least five (5) local jobs within 50 miles, where the proposed alternate material was used under similar conditions. These jobs must be available for inspection by the Owner. Names, phone numbers, and a copy of manufacturer's warranty on each job are required for verification.
  - f. Notarized statement from the Roofing System Manufacturer, signed by a corporate officer of the Corporation with the Corporate Seal affixed thereto stating in writing that:
    - All Bidding Documents have been inspected.
    - The project site has been inspected.
    - The roofing system manufacturer will provide field inspections on a daily basis, on during, and until all construction work is completed and accepted by the Owner. Inspections shall be performed by a full time employee of the manufacturer. These inspections shall be provided to the Owner at no charge.
    - Furnish the 30 year NDL "No Dollar Limit" warranty as stipulated in the Contract Documents.
3. For construction methods:
  - a. Detailed description of proposed method.
  - b. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
5. Data related to changes in construction schedule.
6. Relation to separate contracts.

D. In making request for substitution, Bidder / Contractor represents:

1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
2. He will provide the same guarantee for substitution as for product or method specified.
3. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.

4. He waives all claims for additional cost related to substitution which consequently become apparent.
  5. Cost data is complete and includes all related cost under his contract or other contracts which may be affected by the substitution.
  6. He will reimburse the Owner for all redesign costs substitute may require.
- E. Substitutions will not be considered if:
1. Product or method to be considered does not have a minimum of ten (10) years of successful performance in roofing and reroofing applications in the United States.
  2. Any discrepancies in the test data, or if the tests or submittals are incomplete.
  3. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Paragraph 2.01.
  4. Acceptance will require substantial revision of Contract Documents.

## 2.2 TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Vapor retarder: One ply fastened to the deck per wind uplift calculations.
  1. Garland approved generic torch base sheet
- B. Base (Ply) Sheet:
  1. HPR Torch Base:
- C. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with interply adhesive.
  1. StressPly IV UV Mineral:
- D. Interply Adhesive:
  1. NA
- E. Flashing Base Ply:
  1. HPR Torch Base:
- F. Flashing Cap (Ply) Sheet
  1. StressPly IV UV Mineral:
- G. Flashing Ply Adhesive:
  1. None for torch sheets only.
- H. Solar Reflectance Index (SRI) must be 78 or greater.

## 2.3 ACCESSORIES:

- A. Roof Insulation: In accordance with Section 07220.
- B. Vapor Retarder: HPR Torchbase SBS modified, torch applied sheet material. ASTM D 6163, Type II. Install one torch ply sheet using a suitable heat source adhere one ply to the entire surface. Shingle in direction of slope of roof to shed water on each roof area.
  1. Tensile Strength, ASTM D 5147
    - a. 2 in./min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
    - b. 50 mm/min. @ 23 +/- 2 deg. C MD 210 lbf/in XD 210 lbf/in
  2. Tear Strength, ASTM D 5147
    - a. 2 in./min. @ 73.4 +/- 3.6 deg. F MD 300 lbf XD 300 lbf



- b. 50 mm/min. @ 23 +/- 2 deg. C MD 1,134 N XD 1,134 N
  - 3. Elongation at Maximum Tensile, ASTM D 5147
    - a. 2 in./min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
    - b. 50 mm/min @ 23 +/- 2 deg. C MD 6% XD 6%
  - 4. Low Temperature Flexibility, ASTM D 5147: Passes -30 deg. F (-34.4 deg. C)
- C. Nails and Fasteners: Non-ferrous metal or galvanized steel, except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the deck manufacturer. Fasten nails and fasteners flush-driven through flat metal discs not less than 1 inch (25 mm) diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than 1 inch (25 mm) diameter are used.
- D. Pitch Pocket Sealer - Seal-Tite: Two part, 100% solids, self-leveling, polyurethane sealant for filling pitch pans as recommended and furnished by the membrane manufacturer.
  - 1. Durometer, ASTM D 2240: 40-50 Shore
  - 2. Elongation, ASTM D 412: 250%
  - 3. Tensile Strength, ASTM D 412: 200 @ 100 mil
- E. Glass Fiber Cant - Glass Cant: Continuous triangular cross Section made of inorganic fibrous glass used as a cant strip as recommended and furnished by the membrane manufacturer.

#### 2.4 EDGE TREATMENT AND ROOF PENETRATION FLASHINGS

- A. Pre-Manufactured Edge Metal: R-Mer Force Flash-less Snap-On Fascia Cover and Splice Plate.
  - 1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 24 gauge, 22 gauge or 20 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality
  - 2. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .032" nom. or .040" nom. or .050" nom. or .063" nom.
- B. Pre-Manufactured Edge Metal: R-Mer Edge Snap-On Fascia Cover and Splice Plate.
  - 1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 24 gauge, 22 gauge or 20 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
  - 2. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .032" nom. or .040" nom. or .050" nom. or .063" nom.
- C. Pre-Manufactured Edge Metal: R-Mer Edge Extruded Fascia Cover and Splice Plate.
  - 1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .063" min.
- D. Pre-Manufactured Coping Cap: R-Mer Edge Coping Cap Cover and Splice Plate.
  - 1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 24 gauge, 22 gauge or 20 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
  - 2. Aluminum, ASTM B209, alloy 3105-H14, in thickness of .040" nom. or .050" nom. or .063" nom
- E. Pre-Manufactured Edge Metal: R-Mer Force Flash-less Snap-On Fascia Extruded Base Anchor and Components.
  - 1. Base Anchor: 6005A-T61 extruded aluminum.
  - 2. Compression Seal for top of anchor: TPE thermoplastic elastomer.
  - 3. Sealant for Flange: Green-Lock Sealant XL: Single-component high performance 100% solids, interior and exterior polyether joint sealant.

- F. Pre-Manufactured Edge Metal: R-Mer Edge Snap-On Fascia or Extruded Fascia Continuous Cant
1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0299 nom. /22 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
- G. Pre-Manufactured Coping Cap: R-Mer Edge Coping Chairs
1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0635 nom. / 16 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
- H. Pre-Manufactured Edge Metal Finishes:
1. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, as shipped from the mill
  2. Exposed surfaces for coated panels:
    - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer.  
Weathering finish as referred by National Coil Coaters Association (NCCA). Provided with the following properties.
      - 1) Pencil Hardness: ASTM D3363, HB-H / NCCA II-2.
      - 2) Bend: ASTM D-4145, O-T / NCCA II-19
      - 3) Cross-Hatch Adhesion: ASTM D3359, no loss of adhesion
      - 4) Gloss (60 deg. angle): ASTM D523, 25+/-5%
      - 5) Reverse Bend: ASTM D2794, no cracking or loss of adhesion
      - 6) Nominal Thickness: ASTM D1005
        - a) Primer: 0.2 mils
        - b) Topcoat, 0.7 mils min
        - c) Clear Coat (optional, only used with 22 ga. steel) 0.3 mils
      - 7) Color: Provide as specified. (Subject to minimum quantities)
- I. Manufactured Flashing Ply: R-MER Ply galvalume steel and modified membrane roof termination/flashing system comprised of a flexible, tie-in membrane, factory-bonded within a watertight, mechanical seal to a galvalume steel vertical flashing or fascia reveal profile. Siliconized modified polyester, epoxy primer baked both sides. Modified membrane is a 180 mil, Styrene-Butadiene-Styrene SBS (Styrene-Butadiene-Styrene) rubber modified membrane reinforced with a dual fiberglass scrim.
1. Tensile Strength, ASTM D 5, 147
    - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in CMD 210 lbf/in
    - b. 50 mm/min. @ 23 +/- 3 deg. C MD 36.75 kN/m CMD 36.75 kN/m
  2. Tear Strength, ASTM D 5147
    - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 250 lbf CMD 250 lbf
    - b. 50 mm/min. @ 23 +/- 3 deg. C MD 1112 N CMD 1112 N
  3. Elongation at Maximum Tensile, ASTM D5147
    - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6.0% CMD 6.0%
    - b. 50 mm/min. @ 23 +/- 3 deg. C MD 6.0% CMD 6.0%
  4. Low Temperature Flexibility, ASTM D5147: Passes -30 deg. F (-34 deg. C)
  5. Coating Properties:
    - a. Pencil Hardness, NCCA II-2 - ASTM D3363, F-H
    - b. Bend, NCCA II-19, ASTM D 4145, 2-T
    - c. Adhesion / Cross-Hatch, ASTM D3359, no loss of adhesion
    - d. Gloss (60 deg. angle), ASTM D 523, 90 +/- 5%
    - e. Reverse Impact, ASTM D 2794 no cracking or loss of adhesion

- f. Nominal Thickness, ASTM D 1005, primer and topcoat 1.0 mils.
- J. Flashing Boot - Rubbertite Flashing Boot: Neoprene pipe boot for sealing single or multiple pipe penetrations adhered in approved adhesives as recommended and furnished by the membrane manufacturer.
- K. Vents and Breathers: Heavy gauge aluminum and fully insulated vent that allows moisture and air to escape but not enter the roof system as recommended and furnished by the membrane manufacturer.
- L. Pitch pans, Rain Collar 24 gauge stainless or 20oz (567gram) copper. All joints should be welded/soldered watertight. See details for design.
- M. Drain Flashings should be 4lb (1.8kg) sheet lead formed and rolled.
- N. Plumbing stacks should be 4lb (1.8kg) sheet lead formed and rolled.
- O. Liquid Flashing - Tuff-Flash: An asphaltic-polyurethane, low odor, liquid flashing material designed for specialized details unable to be waterproofed with typical modified membrane flashings.
  - 1. Tensile Strength, ASTM D 412: 400 psi
  - 2. Elongation, ASTM D 412: 300%
  - 3. Density @77 deg. F 8.5 lb/gal typical
- P. Fabricated Flashings: Fabricated flashings and trim are specified in Section 07620.
  - 1. Fabricated flashings and trim shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the CDA Copper Development Association "Copper in Architecture - Handbook" as applicable.
- Q. Manufactured Roof Specialties: Shop fabricated copings, fascia, gravel stops, control joints, expansion joints, joint covers and related flashings and trim are specified in Section 07710.
  - 1. Manufactured roof specialties shall conform to the detail requirements of SMACNA "Architectural Sheet Metal Manual" and/or the NRCA "Roofing and Waterproofing Manual" as applicable.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
  - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best

result for the substrate under the project conditions.

2. Fill substrate surface voids that are greater than 1/4 inch wide with an acceptable fill material.
  3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
  4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
  5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
  6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
  7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Precast concrete:
1. Decks shall be clean, dry, fully cured and free of flaws and attached securely to the supporting structure as recommended by the deck manufacturer.
  2. All joints shall be caulked or grouted.
  3. Concrete surfaces to receive roofing shall be fully primed at the rate of 1 gallon per 100 sq. ft.
  4. When applying roofing or insulation directly to the deck with asphalt, prime with asphalt/concrete primer, ASTM D41, at a rate of 1 gal/square (.4 L/m<sup>2</sup>) and allow the primer to dry prior to the application of the roofing system. Hold back bitumen at the joints approximately 4 inches (102 mm) to prevent bitumen drippage.
  5. Deck joints shall be stripped in with a 12 inch (305 mm) wide strip of modified membrane unadhered a minimum of 2 inches (51 mm) immediately on either side of the joint.
- C. Torch Applied Vapor Barrier: Install one torch on fiberglass base sheet using a suitable heat source adhere one ply to the entire surface. Shingle in direction of slope of roof to shed water on each area of roof
- D. Fiberglass Vapor Barrier Plies: Install two fiberglass ply sheets in 25 lbs. per square (11.3kg) of ASTM D 312 Type III bitumen shingled uniformly to achieve two plies over the entire prepared substrate. Shingle in direction of slope of roof to shed water on each area of roof.
- E. Insulation: Roof insulation is specified in Section
1. All joints between layers should be staggered when multiple layers of insulation are installed. Insulation greater than 2.5 inches shall be installed in multiple layers.
  2. Insulation shall be kept dry at all times. Install only as much insulation as can be covered with completed roofing membrane before the end of the day's work or prior to onset of inclement weather.
  3. Edges shall butt tightly and all cuts shall fit neatly against adjoining surfaces to provide a smooth overall surface. Gaps of greater than 1/4 inch width shall be filled with insulation.
  4. Install tapered insulation around roof drains and penetrations to provide adequate slope for proper drainage.
  5. Mechanically attached insulation shall be fastened in accordance with code and insurance requirements for the applicable geographic zone with the required number and type of fasteners and plates.
  6. When asphalt or cold adhesive attachment is specified, the proposed insulation shall be compatible with the roof substrate, the proposed bitumen and the requirements of the specific membrane.

7. Hot asphalt application:
  - a. Maximum 4 foot by 4 foot insulation boards shall be attached with hot asphalt.
  - b. Asphalt for insulation attachment shall meet ASTM D 312 Type III or IV criteria, as dictated by the roof slope or other design conditions.
  - c. Expanded polystyrene (EPS) materials shall not be installed with hot bitumen products.

### 3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
  1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
  2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1 inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate backnailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

### 3.4 INSTALLATION TORCH APPLIED 2-PLY ASPHALT ROOFING

- A. Federal Specifications (FS) Base Ply: Install torch base sheet to a properly prepared substrate. Shingle in proper direction to shed water on each area of roofing:
  1. Lay out the roll in the course to be followed and unroll 6 feet (1.8 m).
  2. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
  3. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
  4. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
  5. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
  6. Extend underlayment 2 inches (50 mm) beyond top edges of cants at wall and projection

bases.

7. Install base flashing ply to all perimeter and projections details.
- E. Modified Cap (Ply) Sheet: Over torch base sheet underlayment, lay out the roll in the course to be followed and unroll 6 feet (1.8 m). Stagger seams over the torch base sheet seams.
1. Using a roofing torch, heat the surface of the coiled portion until the burn-off backer melts away. At this point, the material is hot enough to lay into the substrate. Progressively unroll the sheet while heating and press down with your foot to insure a proper bond.
  2. After the major portion of the roll is bonded, re-roll the first 6 feet (1.8 m) and bond it in a similar fashion.
  3. Repeat this operation with subsequent rolls with side laps of 4 inches (101 mm) and end laps of 8 inches (203 mm).
  4. Give each lap a finishing touch by passing the torch along the joint and spreading the melted bitumen evenly with a rounded trowel to insure a smooth, tight seal.
- F. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- G. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114.
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
  2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
  3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
  4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- H. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- I. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- J. Flashing Base Ply: Seal all curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
1. Prepare all walls, penetrations, expansion joints, and other surfaces to be flashed with asphalt primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
  2. Adhere modified flashing base to the underlying base flashing ply with specified flashing ply adhesive. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
  3. Solidly adhere the entire sheet of flashing membrane to the substrate. Tops of all flashings that are not run up and over curb shall be secured through termination bar 6 inches (152 mm) and sealed at top

4. Seal all vertical laps of flashing membrane with a three-course application of trowel-grade mastic and fiberglass mesh.
  5. Coordinate counter flashing, cap flashings, expansion joints, and similar work with modified bitumen roofing work.
  6. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work. When using mineralized cap sheet all stripping plies type IV felt / Versiply 40 shall be installed prior to cap sheet installation.
- K. **Flashing Cap Ply:** Install flashing cap sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
  2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
  3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
  4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
  5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
  6. All stripping shall be installed prior to flashing cap sheet installation.
  7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
  8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.
- L. **Roof Walkways:** Provide walkways in areas indicated on the Drawings.

### 3.4 INSTALLATION EDGE TREATMENT AND ROOF PENETRATION FLASHING

- A. **Scupper Through Wall:**
1. Inspect the nailer to assure proper attachment and configuration.
  2. Run one ply over nailer, into scupper hole and up flashing as in typical wall flashing detail. Assure coverage of all wood nailers.
  3. Install a scupper box in a 1/4 inch (6 mm) bed of mastic. Assure all box seams are soldered and have a minimum 4 inch (101 mm) flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 square feet per gallon and allow to dry.
  4. Fasten flange of scupper box every 3 inches (76 mm) o.c. staggered.
  5. Strip in flange of scupper box with base flashing ply covering entire area with 6 inch (152 mm) overlap on to the field of the roof and wall flashing.
  6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.
- B. **Coping Cap:**
1. Minimum flashing height is 8 inches (203 mm) above finished roof height. Maximum flashing height is 24 inches (609 mm). Prime vertical wall at a rate of 100 square feet per gallon and

allow to dry.

2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Attach tapered board to top of wall.
4. Install base flashing ply covering entire wall and wrapped over top of wall and down face with 6 inches (152 mm) on to field of roof and set in cold asphalt. Nail membrane at 8 inches (203 mm) o.c.
5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all seams and allow to cure and aluminize.
6. Install continuous cleat and fasten at 6 inches (152 mm) o.c. to outside wall.
7. Install new metal coping cap hooked to continuous cleat.
8. Fasten inside cap 24 inches (609 mm) o.c. with approved fasteners and neoprene washers through slotted holes, which allow for expansion and contraction.

C. Base Flashing For Non-Supported Deck:

1. Inspect the nailer to assure proper attachment and configuration. The wood cant strip should be mechanically attached to the vertical and horizontal wood nailers.
2. Install compressible insulation in neoprene cradle between wall and vertical wood nailer.
3. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
4. Install base flashing ply covering entire wall and wrapped to top of wood nailer with 6 inches (152 mm) on to field of the roof. Nail membrane at 8 inches (203 mm) o.c.
5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
6. Attach counterflashing through wall flashing at a spacing of 24 inches (609 mm) o.c.

D. Expansion Joint:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Chamfer top of curb. Prime vertical curb at a rate of 100 square feet per gallon and allow to dry.
2. Mechanically attach wood cant to expansion joint nailers. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install compressible insulation in neoprene cradle.
4. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
5. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
6. Install pre-manufactured expansion joint cover. Fasten sides at 12 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.

E. Area Divider:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical curb at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches



(228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.

5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers through slotted holes. Furnish all joint cover laps with butyl tape between metal covers.

F. Equipment Support:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

G. Curb Detail/Air Handling Station:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches (50 mm).
3. Install base flashing ply covering curb set in bitumen with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches (228 mm) on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

H. Pre-manufactured Curb For Equipment Support:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Run all field plies over cant of the pre-manufactured equipment support a minimum of 2 inches.
3. Install base flashing ply covering pre-manufactured curb with 6 inches (152 mm) on to field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at 24 inches (609 mm) o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

I. Exhaust Fan:

1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
  2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
  3. Install base flashing ply covering curb with 6 inches (152 mm) on to field of the roof.
  4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
  5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.
- J. Passive Vent/Air Intake:
1. Minimum curb height is 8 inches (203 mm) above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
  2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches (50 mm).
  3. Install base flashing ply covering curb with 6 inches (152mm) on to the field of the roof.
  4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches (228 mm) on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
  5. Install passive vent/air intake over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendations.
- K. Roof Drain:
1. Plug drain to prevent debris from entering plumbing.
  2. Taper insulation to drain minimum of 24 inches (609 mm) from center of drain.
  3. Run roof system plies over drain. Cut out plies inside drain bowl.
  4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch bed of mastic. Run lead/copper into drain a minimum of 2 inches (50 mm). Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
  5. Install base flashing ply (40 inch square minimum) in bitumen.
  6. Install modified membrane (48 inch square minimum) in bitumen.
  7. Install clamping ring and assure that all plies are under the clamping ring.
  8. Remove drain plug and install strainer.
- L. Plumbing Stack:
1. Minimum stack height is 12 inches (609 mm).
  2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
  3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch (6 mm) bed of roof cement.
  4. Install base flashing ply in bitumen.
  5. Install membrane in bitumen.
  6. Caulk the intersection of the membrane with elastomeric sealant.
  7. Turn sleeve a minimum of 1 inch (25 mm) down inside of stack.
- M. Pitch Pocket Umbrella:
1. Run all plies up to the penetration.
  2. Place the pitch pocket over the penetration and prime all flanges.
  3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches (152 mm) onto

field of roof.

4. Install second layer of modified membrane extending 9 inches (228 mm) onto field of the roof.
5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
6. Caulk joint between roof system and pitch pocket with roof cement.
7. Place a watershedding type bonnet over the top of the pitch pocket and clamp the top with a drawband collar. Caulk the upper edge of the band with an elastomeric sealant.

N. Liquid Flashing:

1. Mask target area on roof membrane with tape.
2. Clean all non-porous areas with isopropyl alcohol.
3. Apply 32 wet mil base coat of liquid flashing over masked area.
4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
5. Apply 48-64 wet mil top coat of the liquid flashing material over the fabric extending 2 inches (51 mm) past the scrim in all directions.
6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating.

### 3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

### 3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

### 3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
  1. Warranty shall be issued upon manufacturer's acceptance of the installation.
  2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
  3. Provide observation reports from the Sales Representative indicating procedures followed,

- weather conditions and any discrepancies found during inspection.
4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

### 3.8 SCHEDULES

#### A. Base (Ply) Sheet:

1. HPR Torch Base: 110 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed.
  - a. Tensile Strength, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
  - b. Tear Strength, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 250 lbf XD 250 lbf
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1112N XD 1112N
  - c. Elongation at Maximum Tensile, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.0% XD 4.0%
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 4.0% XD 4.0%
  - d. Low Temperature Flexibility, ASTM D5147, Passes -35 deg. F (-37 deg. C)

#### B. Thermoplastic/Modified Cap (Ply) Sheet:

1. StressPly IV UV Mineral: 195 mil SBS (Styrene-Butadiene- Styrene) mineral surfaced rubber modified roofing membrane with a dual fiberglass scrim. Designed for torch applications with a burn-off backer that indicates when the material is hot enough to be installed. Surfaced with a highly reflective Sunburst mineral.
  - a. Tensile Strength, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 210 lbf/in XD 210 lbf/in
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 36.75 kN/m XD 36.75 kN/m
  - b. Tear Strength, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 250 lbf XD 250 lbf
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 1112 N XD 1112 N
  - c. Elongation at Maximum Tensile, ASTM D 5147
    - 1) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6% XD 6%
    - 2) 50 mm/min. @ 23 +/- 2 deg. C MD 6% XD 6%
  - d. Low Temperature Flexibility, ASTM D 5147, Passes -40 deg. F (-40 deg. C)
  - e. Reflectivity, ASTM C 1549: Solar Reflectance Index (SRI) is to be 78 or greater.

#### C. Flashing Base Ply:

1. HPR Torchbase: DELETED

#### D. Surfacing:

1. Flashing Cap (Ply) Sheet:
  - a. StressPly IV UV Mineral: 195 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced rubber modified roofing membrane with a dual fiberglass scrim. This membrane is designed for torch applications and has a burn-off backer that indicates when the material is hot enough to be installed.
    - 1) Tensile Strength, ASTM D 5147
      - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 225 lbf/in CMD 225 lbf/in

- b) 50 mm/min. @ 23 +/- 3 deg. C MD 39.0 kN/m CMD 39.0 kN/m
- 2) Tear Strength, ASTM D 5147
  - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 300 lbf CMD 300 lbf
  - b) 50 mm/min. @ 23 +/- 3 deg. C MD 1335 N CMD 1335 N
- 3) Elongation at Maximum Tensile, ASTM D 5147
  - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4.7% CMD 5.0%
  - b) 50 mm/min. @ 23 +/- 3 deg. C MD 4.7% CMD 5.0%
- 4) Low Temperature Flexibility, ASTM D 5147: Passes -40 deg. F ( -40 deg. C)

END OF SECTION

COUNTYWIDE PS ROOF REPLACEMENTS  
DEPARTMENT OF CORRECTIONS  
AT 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608

Exhibit C.

Section 07 22 00

Roof Deck and Insulation

Dated 6/8/17

## SECTION 07 22 00 - ROOF DECK AND INSULATION

### PART 1 — GENERAL

#### 1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including the Conditions of the Contract and Specification Sections apply to this section.

#### 1.2 SUMMARY

- A. Section includes roof insulation over the properly prepared deck substrate.
- B. Related Sections:
  - 1. Section 07 55 00 – Modified Bituminous Membrane Roofing
  - 2. Section 07 62 00 - Sheet Metal Flashing and Trim.

#### 1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM A167 Standard Specification for Stainless and Heat-Resisting Chromium Nickel Steel Plate, Sheet and Strip.
  - 2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
  - 3. ASTM B29 Standard Specification for Refined Lead.
  - 4. ASTM B32 Standard Specification for Solder Metal.
  - 5. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
  - 6. ASTM C208 Standard Specification for Cellulosic Fiber Insulating Board.
  - 7. ASTM C209 Standard Test Method for Cellulosic Fiber Insulating Board.
  - 8. ASTM C272 Standard Test Method for Water Absorption of Core Materials for Structural Sandwich Constructions.
  - 9. ASTM C1396 Standard Specification for Gypsum Wallboard.
  - 10. ASTM C518 Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
  - 11. ASTM C578 Standard Specification for Perlite Thermal Insulation Board.

12. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.
  13. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation
  14. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
  15. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
  16. ASTM D312 Standard Specification for Asphalt Used in Roofing.
  17. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Rubbers and Thermoplastic Elastomers-Tension.
  18. ASTM D1621 Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
  19. ASTM D1622 Standard Test Method for Apparent Density of Rigid Cellular Plastics.
  20. ASTM D1863 Standard Specification for Mineral Aggregate Used on Built-Up Roofs.
  21. ASTM D2126 Standard Test Method for Response off Rigid Cellular Plastics to Thermal Humid Aging.
  22. ASTM D2178 Standard Specification for Asphalt Glass Felts used in Roofing and Waterproofing.
  23. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
  24. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.
- B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)
- C. Factory Mutual Research (FM):
1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
1. Fire Hazard Classifications.
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)



- H. Steel Deck Institute, St. Louis, Missouri (SDI)
- I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)
- J. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

#### 1.4 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Shop Drawings
  - 1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
  - 2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- E. Certification
  - 1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.
  - 2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

#### 1.5 QUALITY ASSURANCE

- A. Fire Classification, ASTM E-108.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.
- D. Pre-installation Meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

## 1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

## PART 2 — PRODUCTS

### 2.1 PRODUCTS, GENERAL

- A. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
- B. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.
  - 1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.
  - 2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Owner or Owner's Representative.
  - 3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.
  - 4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

### 2.2 INSULATION MATERIALS

- A. Thermal Insulation Properties and Approved Insulation Boards.
  - 1. Tapered Polyisocyanurate Roof Insulation; ASTM C1289:
    - a. Qualities: Factory Tapered, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
    - b. Thickness: Minimum .5"

- c. Average R-Value: Minimum 25
- d. Tapered Slope: ¼:12"
- e. Compliances: UL, WH or FM listed under Roofing Systems Federal Specification HH-I-1972, Class 1
- f. Acceptable Products:
  - 1) E'NRG'Y-2; Johns Manville
  - 2) Ultra Gard Gold; Johns Manville
  - 3) GAFTEMP Isotherm R; GAF
  - 4) Approved Equivalent

### 2.3 RELATED MATERIALS

- A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
  - 1. Acceptable Manufacturers:
    - a. The Garland Company, Inc.
    - b. Celotex
    - c. Johns Manville
    - d. GAF
    - e. Approved Equivalent
- B. Protection Board: Premolded semi-rigid asphalt composition board one half (½) inch.
- C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.
- D. Asphalt: ASTM D312, Type III Steep Asphalt.
- E. Roof Deck Insulation Adhesive: Single component, low rise foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
  - 1. Tensile Strength (ASTM D412).....250 psi
  - 2. Density (ASTM D1875).....8.5 lbs./gal.
  - 3. Viscosity (ASTM D2556).....8,000 to 32,000 cP.

4. 2` Peel Strength (ASTM D903).....17 lb/in.
  5. 3` Flexibility (ASTM D816).....Pass @ -70°F
- F. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
1. Factory Mutual Tested and Approved with three (3) inches coated disc for 1-90 rating, length required to penetrate metal deck one inch.

## **PART 3 — EXECUTION**

### **3.1 EXECUTION, GENERAL**

- A. Comply with requirements of the contract.

### **3.2 INSPECTION OF SURFACES**

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
1. Verify that work which penetrates roof deck has been completed.
  2. Verify that wood nailers are properly and securely installed.
  3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
  4. Do not proceed until defects are corrected.
  5. Do not apply insulation until substrate is sufficiently dry.
  6. Broom clean substrate immediately prior to application.
  7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
  8. Verify that temporary roof has been completed.

### **3.3 INSTALLATION**

- A. Attachment with Insulation Adhesive Approved by Factory Mutual (FM).
1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
  2. Apply insulation adhesive directly to the substrate using a ribbon pattern with one half ( ½ ) inch wide beads, using either the pail or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet.
  3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.

4. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.
5. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter ( $\frac{1}{4}$ ) inch away from the vertical surface.

#### **3.4 CLEANING**

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

#### **3.5 CONSTRUCTION WASTE MANAGEMENT**

- A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction

END OF SECTION

COUNTYWIDE PS ROOF REPLACEMENTS  
DEPARTMENT OF CORRECTIONS  
AT 2650 SOUTH CALIFORNIA AVENUE, CHICAGO, IL 60608

Exhibit D.

Section 07 62 00

Sheet Metal Flashing and Trim

Dated 6/8/17

**SECTION 07 62 00**  
**SHEET METAL FLASHING AND TRIM**

**PART 1 - GENERAL**

**1.1 SCOPE OF WORK**

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and other items indicated in Schedule and as follows:
  - 1. Edge strip and flashing.
  - 2. Counterflashings for roof accessories, roof mounted equipment, vent stacks and similar items.
  - 3. Gutters, gutter straps, gutter hangers, drop outlets and screens.
- B. Sealants for joints within sheet metal fabrications.

**1.2 RELATED SECTIONS**

- A. General provisions of the Contract, including General Conditions, General Requirements and Special Conditions apply to this section.
- B. Coordinate with related work specified elsewhere:
  - 1. Section 07 55 00 - Modified Bituminous Membrane Roofing
  - 2. Section 07 22 00 - Deck & Insulation Roof Deck and Insulation

**1.3 REFERENCE**

- A. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
- B. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Wall Underlayment for Ice Dam Protection.
- C. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- D. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Wall Panel Systems by Uniform Static Air Pressure Difference.
- E. ASTM E1680 - Standard Test Method for Rate of Air Leakage Through Exterior Metal Wall Panel Systems.
- F. Illinois Building Code
- G. Illinois Code of Regulations, Green Building Standards Code.
- H. Sheet Metal and Air Conditioning Contractors National Association: "Architectural Sheet Metal Manual".
- I. ASTM E108 - Standard Test Methods Fire Tests of Wall Coverings.
- J. ASTM E1592 Standard Test Method for Structural Performance of Sheet Metal Wall and Siding Systems by Uniform Static Air Pressure Difference.
- K. American Society of Civil Engineers (ASCE):
  - 1. ASCE 7-10 Minimum Design Loads for Buildings and Other Structures.

#### 1.4 SUBMITTALS

- A. Provide the following to the Owner prior to award of wall work.
1. Written certification from the wall system manufacturer corporate officer certifying that the applicator is currently approved for installation of the specified wall system.
  2. Descriptive product data including SDS sheets.
  3. Sample copy of contractor's workmanship warranty.
  4. Sample copy of specified Manufacturer's warranty.
  5. Sample copy of Manufacturer's Architectural indemnification Agreement.
- B. PRODUCT DATA: Submit brochures containing material samples, SDS, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.
1. Within four (4) weeks of award of contract, submit:
    - a. Minimum of two (2) samples of each material and descriptive literature.
    - b. All other data and information to satisfy requirements of manufacturer on warranty needs.
    - c. A written statement from the materials manufacturer's corporate officer approving the installer and stating the intent to guarantee the completed project as specified.
    - d. Samples of proposed warranty complete with any addenda necessary to meet the warranty requirements as specified.
    - e. Certified copy of ISO 9001 compliance.
- C. SHOP DRAWINGS: Indicate size and materials. Show locations and installation procedures. Include details of joints, attachments, fastening patterns, and clearances. Submit 1 electronic original and retain approved copies at the Site.
- D. MAINTENANCE PROCEDURES: Upon substantial completion of the project, deliver to Owner three (3) copies of manufacturer's printed instructions regarding care and maintenance of wall.
- E. Wind uplift calculation: ANSI SPRI metal edge system manufacturer's engineering department shall provide a calculation for wind uplift. Calculations shall be stamped by an Illinois licensed structural engineer.
- F. Litigation and settlements: provide a notarized statement from a corporate officer stating wall system manufacturer has not settled litigation or paid fines to a public agency in excess of \$20 million dollars.

#### 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Wall system manufacturer shall have a minimum of 10 years experience in manufacturing wall products in the United States and be ISO 9001 certified.
- B. Installer Qualifications: Installer (Wall) shall be specializing in wall application with minimum 5 years experience and who is certified by the system manufacturer as qualified to install manufacturer's wall materials.
- C. Regulatory Requirements:
1. System shall be installed in accordance with ASCE-7 wind uplift requirements for geographical location and a 120 MPH 3-second gust wind speed zone with an importance factor of 1.15 based on



IBC requirements. Wind-resistance loads listed below have a safety factor of 2.0 incorporated into the calculation.

2. Follow local, state, and federal regulations of safety standards and codes. Refer to applicable building code or International Building Code for wall system installation requirements and limitations.
- D. Installer's Field Supervision: Require Installer to maintain a full-time Supervisor/Forman on job site during all phases of work and at any time work is in progress, proper supervision of workmen shall be maintained. A copy of the specification shall be in the possession of the Supervisor/Foremen at all times.
- E. It shall be the Contractor's responsibility to respond immediately to correction of wall leakage during construction.
- F. Disqualification of Bidders: A bidder can be disqualified by the Owner for any of the following reasons, but not limited to:
1. The failure to attend the Pre-Bid conference at the time and place so described under Bidding Dates.
  2. Incorrect use of the "Proposal" as provided by the Owner. Any changes in said format shall be accepted by the Owner only when requested and approved in writing prior to the bid opening. Changes in the Proposal after the opening of the bids will not be accepted.
  3. Lack of proficiency as shown by past work or incomplete work under other contracts which, in the judgement of the Owner might hinder or prevent the prompt completion of additional work if so awarded or any involvement in any legal actions which relate to past or present performance. This includes, but is not limited to lawsuits, court appointed actions, and/or ongoing litigation.

#### **1.6 DELIVERY, STORAGE AND HANDLING**

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store and handle sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or other raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- C. Do not leave unused rolled goods exposed overnight or when work is not in progress unless protected from weather and other moisture sources.
- D. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck.

#### **1.7 MANUFACTURER'S INSPECTIONS**

- A. When the project is in progress, the System Manufacturer will provide the following:
  1. Keep the Owner informed as to the progress and quality the work as observed.
  2. Provide job site inspections minimum three days per week by a full time employee of the manufacturer.
  3. Report to the Owner in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
  4. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

#### **1.8 PROJECT CONDITIONS**

- A. Weather Condition Limitations: Do not apply sheet metal trim during inclement weather or when a 30% chance of precipitation is expected.
- B. Do not apply sheet metal trim over insulation or roofing membrane if deck surface is damp.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weathertight during same day.
- D. Proceed with wall work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

## **1.9 SEQUENCING AND SCHEDULING**

- A. Sequence installation of modified bituminous sheet wall with related units of work specified in other sections to ensure that assemblies, including wall accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.
- B. All work must be fully completed on each day. Phased construction will not be accepted.

## **1.10 WARRANTY**

- A. Membrane Manufacturer upon completion of installation, and acceptance by the Owner the manufacturer will supply to the Owner the Twenty (20) Year finish warranty.
  - 1. Warranty shall cover the calculated wind speed.
  - 2. Sole source warranty for modified bitumen, metal wall, metal wall panels, single ply membrane and penetration flashing material.
- B. Contractor will submit a minimum of a 5 year warranty to the membrane manufacturer with a copy directly to Owner.
- C. Membrane manufacturer will provide an annual inspection at the annual request of the owner for the life of the warranty.

## **PART 2 PRODUCTS**

### **2.1 GENERAL**

- A. When a particular trade name or performance standard is specified it shall be indicative of a standard required.
  - 1. Design is based on R-mer Force Edge Metal and R-mer Coping, manufactured by Garland Co.
  - 2. Pre-approved equal as noted below.
- B. Provide products as specified. Prime bidding contractors proposing substitutes shall submit all required submittal information under 07 60 00, PART 1, 1.4 to The Owner's representative at least 10 days prior to bid due date. All substitutions have to be approved prior to bidding. No substitutions will be accepted after bidding or contract award. All bidders will have an opportunity to bid on any substitute system that is approved. Substitution requests will not be accepted from anyone other than prime bidding contractors who have attended the prebid walkthrough.
- C. Any item or materials submitted as an alternate to the manufacturer specified must comply in all respects as to the quality and performance, including job site investigation of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as an equal is truly equal. Should the contractor choose to submit on the equal basis, he shall assume all risk involved, monetary or otherwise, should the Owner find it unacceptable. The Contractor is warned to obtained prior approval at least ten days prior to bid

date of any material not specified. The following must be included for materials submitted for substitutions: (five copies)

1. Complete data substantiating compliance of proposed substitution with Contract Documents.
  2. For products:
    - a. Product identification, including manufacturer's literature and manufacturer's name and address.
    - b. Material Safety Data Sheets providing all pertinent data as to flammability, combustibility, toxicity, etc.
    - c. List of at least five (5) local jobs within 50 miles, where the proposed alternate material was used under similar conditions. These jobs must be available for inspection by the Owner. Names, phone numbers, and a copy of manufacturer's warranty on each job are required for verification.
    - d. Notarized statement from the System Manufacturer, signed by a corporate officer of the Corporation with the Corporate Seal affixed thereto stating in writing that:
      - All Bidding Documents have been inspected.
      - The project site has been inspected.
      - The wall system manufacturer will provide field inspections on a daily basis, on during, and until all construction work is completed and accepted by the Owner. Inspections shall be performed by a full time employee of the manufacturer. These inspections shall be provided to the Owner at no charge.
      - Furnish the 30 year warranty as stipulated in the Contract Documents.
  3. For construction methods:
    - a. Detailed description of proposed method.
    - b. Drawings illustrating methods.
  4. Itemized comparison of proposed substitution with product or method specified.
  5. Data related to changes in construction schedule.
  6. Relation to separate contracts.
- D. In making request for substitution, Bidder / Contractor represents:
1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  2. He will provide the same guarantee for substitution as for product or method specified.
  3. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
  4. He waives all claims for additional cost related to substitution which consequently become apparent.
  5. Cost data is complete and includes all related cost under his contract or other contracts which may be affected by the substitution.
  6. He will reimburse the Owner for all redesign cost substitute may require.
- E. Substitutions will not be considered if:
1. Product or method to be considered does not have a minimum of ten (10) years of successful performance of system applications in the United States.
  2. Any discrepancies in the test data, or if the tests or submittals are incomplete.
  3. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Paragraph 2.01.
  4. Acceptance will require substantial revision of Contract Documents.

## 2.2 MATERIALS

- A. Materials: Minimum gauge of steel or thickness of Aluminum to be specified in accordance with Architectural Sheet Metal Manual, Sheet Metal and Air Conditioning Contractor's National Association, Inc. recommendations.
- B. R-Mer Force Flash-less Snap-On Fascia Cover and Splice Plate
1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 22 gauge, chemically treated, commercial quality.
- C. R-Mer Edge Coping Cap Cover and Splice Plate
1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 22 gauge, chemically treated, commercial quality.
- D. Gutters:
1. Aluminum, ASTM B209, alloy 3105-H14, in thickness of 0.040" nom. for a 4" face or 0.050" nom. for larger than 4".
- E. R-Mer Edge Coping Chairs
1. Zinc-coated steel, ASTM A653, coating designation G-90, in thickness of 0.0635 nom./ 16 gauge, 36" to 48" by coil length, chemically treated, commercial or lock-forming quality.
- F. Finishes
1. Exposed surfaces for coated panels:
    - a. Steel Finishes: fluorocarbon finish. Epoxy primer baked both sides, .2-.25 mils thickness as approved by finish coat manufacturer. Weathering finish as referred by National Coil Coaters Association (NCCA).

PROPERTY	TEST METHOD	FLUOROCARBON*
Pencil Hardness	ASTM D3363 NCCA II-2	HB-H
Bend	ASTM D-4145 NCCA II-19	O-T
Cross-Hatch Adhesion	ASTM D3359	no loss of adhesion
Gloss (60° angle)	ASTM D523	25+/-5%
Reverse	ASTM D2794	no cracking or loss of Impact adhesion
Nominal Thickness	ASTM D1005 Primer Topcoat	0.2 mils 0.8 mils
TOTAL	1.0 mils	

- b. Color shall be as specified.
- 2. Exposed and unexposed surfaces for mill finish flashing, fascia, and coping cap, shall be as shipped from the mill

### 2.3 RELATED MATERIALS AND ACCESSORIES

- A. Metal Primer: Zinc chromate type.
- B. Plastic Cement: ASTM D 4586
- C. Sealant:
  - 1. Reglet and general use: TiteBond by IMETCO.
  - 2. Flashless edge metal system: GreenLock Sealant XL structural sealant by Garland.
- D. Underlayment: R-mer Seal by Garland.
- E. Fasteners:
  - 1. Corrosion resistant screw fastener as recommended by metal manufacturer. Finish exposed fasteners same as flashing metal.
  - 2. Fastening shall conform to Factory Mutual requirements or as stated on section details, whichever is more stringent.
- F. Gutter and Downspout Anchorage Devices: Material as specified for system.
- G. Gutter Supports: Straps. Fabricate from material of double thickness of gutter fabrication, minimum.
- H. Wire bulb strainers for gutters: stainless steel wire bulb.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin installation of preformed metal system until substrates have been properly prepared.
  - 1. Determine if work of other trades which penetrates the system.
  - 2. Verify pipes, sleeves, or vents through system are solidly set, reglets are in place, and nailing strips located.
  - 3. Verify system termination, base flashings and gutter flanges are in place, sealed, and secure.
  - 4. Notify Owner in writing if substrates are not suitable for application of panel system.
  - 5. Do not proceed with installation until substrates are acceptable.
- B. Structural surfaces: Smooth, even, sound, surface dry 19 percent maximum, clean and free of depressions, waves, or projections before material is applied.
  - 1. Examine the alignment and placement of the building structure and substrate. Correct any objectionable warp, waves or buckles in the substrate before proceeding with installation of the preformed metal system. The installed system will follow the contour of the structure and may appear irregular if not corrected.
    - b. Apply no materials during wet weather or on wet surface.

### 3.2 INTERFACE WITH OTHER WORK

- A. Coordinate with system accessories, miscellaneous sheet metal accessories, piping vents and other items specified in related sections penetrating metal system work. Avoid conflict or omission in waterproofing systems and provide watertight installation.

### 3.3 PREPARATION

- A. Verify field dimensions prior to ordering materials.
  - 1. Establish straight side and crosswise benchmarks.
  - 2. Check rectangular walls for squareness and straightness. Gable ends may not be straight; set a true line for the gable clips and flashing with stringline.
- B. Broom clean wood sheathing prior to installation of system.
- C. Coordinate system work with provisions for system drainage, flashing, trim, penetrations, and other adjoining work to assure that the completed system will be free of leaks.
- D. Remove protective film from surface of system immediately prior to installation. Strip film carefully, to avoid damage to prefinished surfaces.
- E. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by system manufacturer.
- F. Where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

### 3.4 MANUFACTURED SHEET METAL SYSTEMS

- A. Furnish and install manufactured fascia and coping cap systems in strict accordance with manufacturer's printed instructions.
- B. Provide factory-fabricated accessories including, but not limited to, fascia extenders, miters, scuppers, joint covers, etc. refer to Source limitation provision in Part 1.

### 3.5 SHOP-FABRICATED SHEET METAL

- A. Metal work shall be shop fabricated to configurations and forms in accordance with recognized sheet metal practices.
- B. Hem exposed edges.
- C. Angle bottom edges of exposed vertical surfaces to form drip.
- D. Lap corners with adjoining pieces fastened and set in sealant.
- E. Form joints for gravel stop fascia system, coping cap with a 3/8" opening between sections. Back the opening with an internal drainage plate formed to the profile of fascia piece.
- F. Install sheet metal to comply with referenced ANSI/SPRI, SMACNA and NRCA standards.
- G. Fabricate minimum 20' lengths.

### 3.6 FLASHING MEMBRANE INSTALLATION

- A. Scupper Through Roof Edge
  - 1. Install scupper box in a one fourth (1/4) inch bed of mastic. Assure all box seams are soldered and have minimum four (4) inch flange. Make sure all corners are closed and soldered.
  - 2. Prime metal edge at a rate of one hundred (100) square feet per gallon and allow to dry.
- B. Flash-less Snap-On Fascia Detail with Extruded Aluminum Base Anchor
  - 1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations. Cap sheet shall stop at the edge of the roof and shall not turn over the edge of the nailer.

2. Extruded base anchor: Apply two 1/4" beads of GreenLock Sealant XL on the bottom surface of the top flange of the extruded anchor. This equate to one cartridge per 10' section.
3. Set the extruded anchor on the edge and face fasten through pre-punched slots every 12 inches o.c. for the 5.75 inch face fascia, and 12 inches o.c. staggered for any fascia size greater than 5.75 inches.
4. Install compression seals every 40" o.c. in the slots located at the top of the extruded anchor.
5. Install fascia cover by hooking the cover over the back hook of the extruded anchor. Rotate the cover forward and when in the vertical position, press downward firmly until "snap" occurs and cover is engaged along entire length of miter.
6. Install splice plate at each end of the extruded anchor.

C. Edge Metal With Gutter

1. Position base plies of the Built-Up and/or Modified Roofing membrane over the roof edge covering nailers completely, fastening eight (8) inches on center. Install manufacturer's membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
2. Install gutter and strapping fastening six (6) inches on center.
3. Set metal flange into roofing cement, nail every three (3) inches on center, and prime at a rate of one hundred (100) square feet per gallon.
4. Strip in edge metal with base flashing membrane extending six (6) inches into roof field, followed with a cap sheet extending nine (9) inches into the roof field. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

D. Snap-On Coping Cap Detail

1. Install Miters first.
2. Position base flashing of the Built-Up and/or Modified Roofing membrane over the wall edge covering nailers completely, fastening eight (8) inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.
3. Install minimum sixteen (16) gauge, sixteen (16) inch long by specified width anchor chair at [Contact Garland Representative] feet on center.
4. Install six (6) inch wide splice plate by centering over sixteen (16) inch long by specified width anchor chair. Apply two beads of sealant to either side of the splice plate's center. Approximately two (2) inches from the coping cap joint. Install Coping Cap by hooking outside hem of coping on outside face of anchor chair. Press downward on inside edge of coping until "snap" occurs and hem is engaged on the entire chair.

### 3.7 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated. Comply with requirements of authorities having jurisdiction.

### 3.8 FINAL INSPECTION

- A. At completion of installation and associated work, meet with Contractor, installer, installer of associated work, Owner, roofing system manufacturer's representative, and other representatives directly concerned with performance of roofing system.
- B. Inspect work and flashing of roof penetrations, walls, curbs, and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Owner upon completion of corrections.

- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

### **3.9 DEMONSTRATION AND TRAINING**

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
  - 1. Troubleshooting procedures
  - 2. Notification procedures for reporting leaks or other apparent roofing problems
  - 3. Maintenance
  - 4. The Owner's obligations for maintaining the warranty in effect and force.

### **3.10 FIELD QUALITY CONTROL**

- A. Testing:
  - 1. Re-test until system is shown to be weathertight.
- B. Manufacturer Field Services: Provide daily site inspection for a minimum of one (1) hour during active system operations by an experienced, full time employee of the system manufacturer. Submit written reports weekly.

### **3.11 CLEANING**

- A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.
- B. Touch up minor abrasions and exposed fasteners with matching paint provided by panel manufacturer. Remove and replace panels that cannot be satisfactorily touched up.
  - 1. No exposed sealant or visible raw metal.
- C. Sweep and remove chips, shavings, and dust from system on a daily basis during installation period. Leave installed work clean, free from grease, finger marks and stains.
- D. Upon completion of installation, remove scraps and debris from project site.

### **3.12 PROTECTION**

- A. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect system until completion of project.
- B. Touch-up, repair, or replace damaged material or accessories before date of Substantial Completion.

**END OF SECTION**



**GENERAL REQUIREMENTS  
BID CONTRACTS  
INDEX**

<b><u>Section</u></b>	<b><u>Description</u></b>	<b><u>Page</u></b>
GR-01	Project Schedule Requirements	GR- 1
GR-02	Cook County - Solid Waste and Recycling Ordinance	GR- 12
GR-03	Cook County - Asbestos Demolition Policy 01-29-16	GR- 30
GR-04	Cook County – Demolition-Debris-Diversion-Ordinance July 23	GR- 38
GR-05	Requirements For Work at the Cook County Department of Corrections	GR- 44

## **GR-01 – PROJECT SCHEDULE REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for preparation, submission, updating, and reporting of Contractor's construction schedule.

#### **1.2 DEFINITIONS**

- A. Activity: A discrete part (task or event) of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule have a definable start and stop and consume time and resources, such as people, materials, or facilities. Each activity shall be assigned a unique alphanumeric identification code (Activity ID).
  - 1. Controlling Activity: The first incomplete activity on the critical path.
  - 2. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times, and that contains zero or less total float.
  - 3. Predecessor Activity: An activity that precedes another activity in the network and may require completion prior to the start of a successor activity. A predecessor activity may control the start or finish of a successor activity.
  - 4. Successor Activity: An activity that follows another activity in the network. The start or finish of a successor activity may be controlled by the predecessor activity.
- B. Gantt Chart: A graphic representation of a project schedule, with bars arranged in a chronological order, without relationships shown, and project calendar days shown along the horizontal axis.
- C. Completion Date, Contract: The date specified in the Contract Documents for completion of the Work, or a revised date resulting from approved extensions of the Contract Time.
- D. Completion Date, Scheduled: The date projected or forecasted by the project schedule.
- E. Constraint: A factor or restriction imposed on, and that controls, an activity's start or finish date, regardless of other logic that may be applied to the activity.
- F. Critical Path: The path (sequence) of activities that represent the minimum time required to complete the project and contains no float. A delay in any activity in the critical path will cause a delay in the completion of the project.
- G. Critical Path Method (CPM) Scheduling: A method of planning and scheduling a construction project that breaks the project down into activities that are arranged in a logical sequence, based on activity relationships, to determine the overall schedule and time required to successfully complete the project. CPM scheduling focuses attention on the critical path of activities that affect the completion date, or interim milestones, for the project.
- H. Data Date: The date to use as the starting point for schedule calculations. The data date shall be changed to the specified date when recording progress.
- I. Date, Early: The earliest date an activity can start or finish.
- J. Date, Late: The latest date an activity can start or finish without affecting successor activities, interim milestone date(s), and/or the project completion date.

- K. Duration: The estimated time needed to perform an activity or project.
- L. Float: The amount of time that an activity can be delayed without delaying the rest of the project and/or the project completion date. Float (also known as "Total Float") is owned by the project, is not for the exclusive use by or the benefit of the Board or the Contractor, and is therefore a resource available to both the Board and the Contractor on a first needed basis.
  - 1. Extensions of Contract Time shall not be granted unless the accepted delay affects the critical path, all available float has been used, and a time impact analysis has been performed.
- M. Free Float: The amount of time an activity can be delayed without delaying the early start of any successor activities.
- N. Logic Relationship: A dependency between two project activities.
- O. Milestone: An activity with zero duration that represents a clearly identifiable and significant point in the project.
- P. Network Diagram: A graphic diagram of a CPM schedule, showing activities and the relationships among activities.
- Q. Open End: The condition that exists when an activity has either no predecessor or no successor, or when an activity's only predecessor relationship is a finish-to-finish relationship or an activity's only successor relationship is a start-to-start relationship.
- R. Recovery Schedule: A revised critical path analysis and CPM schedule that demonstrates how the Contractor will recover the progress of Work that has fallen behind schedule in order to meet the approved milestone dates.
- S. Relationships: The interdependence among activities, linking activities to predecessors and successors.
- T. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled, or the identification of subcontractor performing the Work.
- U. Schedule: A set of activities, organized by relationships that depict the plan for execution of the Project.
  - 1. Baseline Schedule: The approved plan for a project, against which construction progress is compared and deviations are measured. The baseline schedule may include dates related to interim milestones, completion of project phase(s), and other aspects of the Project.
  - 2. Initial Schedule: Schedule showing the proposed initial plan for the Project.
  - 3. Monthly Updated Schedule: Schedule incorporating the Project's actual progress every month during the construction period.
  - 4. Revised Schedule: Schedule prepared and submitted by the Contractor that includes significant changes to the Contractor's plan and schedule.
  - 5. Final Schedule: The last schedule update, containing the actual start and finish dates for every activity in the project schedule. The Contractor must certify the final schedule's accuracy.

### 1.3 CONTRACTOR SUBMITTED SCHEDULING

- A. Schedule Narrative: Submit a written narrative with the construction schedules, including updates, as indicated.

- B. Contractor's Construction Schedule: Using Microsoft Project or Primavera 6 scheduling software, submit the following:
1. Baseline Schedule: Submit an electronic copy of the baseline schedule, showing the entire construction period, within the timeframe specified.
  2. Updated Schedule: Submit updates to the construction schedule at required intervals.
  3. Revised Schedule: Submit revised schedules as required or as requested by Cook County Capital Planning or its designated representative.
  4. Qualifications: Submit qualifications for project scheduler not less than seven (7) days after to Notice of Award (NOA). Include resume, years of experience, certifications, licenses, and examples of prepared schedules.
  5. Cook County Capital Planning or its designated representative will approve or reject the project scheduler proposed by the Contractor and will notify the Contractor in writing of their approval or rejection within four (4) days of receipt of the required documentation.
    - a. If rejected by Cook County Capital Planning or its designated representative, the Contractor shall submit documentation for a replacement project scheduler within three (3) calendar days of receipt of written notice of rejection.
    - b. This procedure shall be followed until a project scheduler is approved by Cook County Capital Planning or its designated representative.
    - c. The project scheduler must be approved by Cook County Capital Planning or its designated representative prior to Notice to Proceed (NTP).

#### 1.4 QUALITY ASSURANCE

- A. Qualifications – Project Scheduler: Employ an experienced project scheduler, skilled in the application of network techniques for construction projects, with not less than three (3) year's experience in CPM scheduling and reporting, including experience in the creation and maintenance of CPM construction project schedules utilizing the specified software on not less than three (3) projects of comparable scale and complexity to this Project. If skilled personnel are not employed, engage the services of a consultant with the same experience and capabilities to provide planning, evaluation, and reporting of the CPM schedule for the duration of the Project.
1. The project scheduler shall be responsible for development of the project schedule, implementing required updates and requested changes to the schedule, and maintenance of the project schedule.
  2. The project scheduler shall cooperate with the Cook County Capital Planning or its designated representative, be on the project site if necessary and attend all meetings related to Project progress, alleged delays, and time impacts as required to accurately modify and update the construction project schedule.
  3. Upon approval by Cook County Capital Planning or its designated representative, the project scheduler shall be maintained throughout the Project and shall not be replaced without written approval from the Cook County Capital Planning or its designated representative.
    - a. Should the project scheduler voluntarily leave the Contractor's staff, the Contractor shall submit to Cook County Capital Planning or its designated representative a resume and qualifications for a replacement project scheduler within five (5) calendar days.
  4. Cook County Capital Planning or its designated representative reserves the right to reject project scheduling staff or consultant(s) proposed by the Contractor.
  5. Cook County Capital Planning or its designated representative reserves the right to request replacement of the project scheduler at any point during the Project should the project schedule, in the opinion of Cook County Capital Planning or its designated representative, not meet the degree of detail described in the Contract Documents.

1.5 PAYMENT

- A. Contractor's Application for Payment – Initial: Payment of the Contractor fee and overhead and profit can be withheld until the Contractor has an approved baseline construction schedule.
- B. Contractor's Application for Payment – Subsequent: Payment of the Contractor fee and overhead and profit can be withheld until the Contractor has an approved baseline construction schedule or approved updated construction schedules.

1.6 BASELINE CONSTRUCTION SCHEDULE

- A. Delivery: Within ten (10) calendar days of receipt of Notice of Award (NOA), submit a preliminary baseline construction schedule to Cook County Capital Planning or its designated representative for review and approval or rejection.
  - 1. The preliminary baseline construction schedule shall be created in Microsoft Project or Primavera 6 scheduling software, and shall be sorted by early start and total float.
- B. Preparation: The preliminary baseline construction schedule shall include all work by subcontractors, sub-subcontractors, suppliers, and other entities contracted to provide services or manpower required to complete the Work.
  - 1. Narrative: With the preliminary baseline construction schedule, a written narrative shall be provided to the Cook County Capital Planning or its designated representative. The narrative shall describe the Project sequencing, calendars used, critical path, Board constraints, phasing showing existing operational conditions, subcontractor utilizations, major equipment used, weather days accounted for, risks analysis, proposed building engineer's overtime request, and any other Board applied or required resources.
- C. Review: The preliminary baseline construction schedule shall be reviewed by Cook County Capital Planning or its designated representative and approved or rejected. Cook County Capital Planning or its designated representative shall notify the Contractor in writing of their approval or rejection of the preliminary baseline construction schedule within four (4) calendar days of receipt of initial construction schedule from the Contractor.
  - 1. If rejected by Cook County Capital Planning or its designated representative, the Contractor shall submit a revised initial construction schedule within three (3) calendar days of receipt of written notice of rejection.
  - 2. This procedure shall be followed until the preliminary baseline construction schedule is acceptable to Cook County Capital Planning or its designated representative.
- D. Upon review and approval of the preliminary baseline construction schedule by Cook County Capital Planning or its designated representative, the preliminary baseline construction schedule, as approved, shall become the Project's baseline construction schedule.

1.7 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Schedule, General: Cook County Capital Planning or its designated representative requires a schedule using the critical path method (CPM), resulting in a time-scaled CPM network analysis diagram for the Work. The schedule shall be created using Microsoft Project and Primavera 6 software and shall be used to monitor construction progress.

1. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of the Cook County Capital Planning or its designated representative approval of the schedule.
  2. Lack of an approved schedule, or qualified scheduling personnel, shall prevent Cook County Capital Planning or its designated representative from properly evaluating progress of the Work and reviewing progress payments.
  3. Failure to provide the information specified shall result in rejection of the baseline construction schedule, monthly schedule updates, and revised schedules.
  4. When revisions requested by the Cook County Capital Planning or its designated representative are not addressed in subsequent updates to the schedule, Cook County Capital Planning or its designated representative may withhold approval of Contractor's Application for Payment each pay period until the required revisions are incorporated into the schedule.
  5. The Contractor shall monitor and update the CPM schedule, and report progress to Cook County Capital Planning or its designated representative
  6. Delivery: Within ten (10) calendar days of NOA or purchase order of a project, submit a baseline construction schedule, to Cook County Capital Planning or its designated representative for review.
  7. Review: Within five (5) calendar days of receipt of the Contractor's construction schedule, Cook County Capital Planning or its designated representative shall review and either accept or reject the Contractor's construction schedule, and notify the Contractor in writing of their acceptance or rejection.
    - a. If rejected by Cook County Capital Planning or its designated representative, the Contractor shall submit a revised construction schedule within three (3) calendar days of receipt of written notice of rejection.
    - b. This procedure shall be followed until the Contractor's construction schedule is accepted by Cook County Capital Planning or its designated representative.
- B. Narrative: With the Contractor's construction schedule, including each update to the schedule, a written narrative shall be provided to Cook County Capital Planning or its designated representative. The narrative shall describe the Project sequencing, calendars used, critical path, Board constraints, phasing showing existing operational conditions, major equipment used, weather days accounted for, risks analysis, proposed building engineer's overtime request, and any other Board applied or required other resources.
- C. Time Frame: Schedule extent should be from the date established for the Notice of Award (NOA) or purchase order to the date identified for Final Acceptance (FA).
1. Use "one workday" as the unit of time for individual activities. Include nonworking days and holidays incorporated into the schedule in order to coordinate with the established Contract Time.
- D. Activities: Include work to be performed by the Contractor and its subcontractors or suppliers, Cook County Capital Planning, other contractors, and/or other entities as required for successful completion of the Project. Indicate the estimated time duration, sequence requirements, and relationship for each activity in relation to other activities.
1. Duration: Define activities so no activity is longer than 14 calendar days (10 working days), unless Cook County Capital Planning or its designated representative has agreed to a greater time period in writing. Exceptions include long lead items.
  2. Relationships: All activities are to be linked to each other with predecessors/successors relationships so that the only activity without predecessors is the first activity (Notice of Award) on the schedule, and the only activity without successors is the last activity on the schedule (Final Completion).
    - a. Include as many predecessor/successor relationships as required to produce a chain of logic that automatically and accurately adjusts as status of the Work changes.
    - b. The following relationship types shall not be used:

- 1) Open ended relationships/activities
  - 2) Constraints (Except on Substantial Completion)
3. Attributes: For each activity in the schedule, include the following:
- a. Unique activity description, using attributes such as type of work and location as required to distinguish activities.
  - b. Logically assign each activity a calendar.
  - c. Weather dependent activity durations are calculated using the NOAA 10 year average. In order to properly compute any anticipated weather delays, add the appropriate number of working days to each weather dependent activity based on the NOAA 10 year average. This assumption should be noted in the narrative.
4. Milestones: Milestones are activities of zero day's duration that represent a key point in the Project. Include in the Project schedule as indicated in the Contract Documents and as otherwise required.
- a. Include the following, at a minimum:
    - 1) Notice of Award (NOA).
    - 2) Notice to Proceed (NTP).
    - 3) Submittals Complete
    - 4) Substantial Completion.
    - 5) Final Acceptance.
  - b. Include the following as applicable to the Project and as directed by the Board Authorized Representative:
    - 1) Start of heating season.
    - 2) End of heating season.
    - 3) Start/end of Project phases.
    - 4) Building enclosure complete (dry-in).
    - 5) HVAC system complete and operational.
5. Procurement Activities: Include procurement process activities for long-lead items and major items as separate activities in the schedule. Procurement activities shall include submittals, approvals, purchasing, fabrication, delivery, installation, and start-up activities (if required).
6. Submittal Review Time: Allow 14 calendar days for submittal review and 7 calendar days for resubmittal reviews.
7. Cook County Capital Planning-Furnished Products: Include a separate activity for each product, with delivery date indicating the earliest possible delivery date.
8. Preliminary Acceptance: Indicate completion in advance of date established for Preliminary Acceptance, and allow time for inspections, receipt of Certificate of Occupancy, and other administrative procedures necessary for Cook County Capital Planning or its designated representative's review and certification of Substantial Completion.
9. Punch List and Final Acceptance: Include not more than 30 calendar days following Preliminary Acceptance for completion of minor (punch list) work and Final Acceptance.
10. Miscellaneous Activities: Include and indicate the following as separate activities (as applicable):
- a. Mobilization and demobilization.
  - b. Receipt of required permits, temporary closure of public way (if required), and inspections by authorities having jurisdiction.
  - c. Installation and removal of temporary facilities and utilities.
  - d. Utility notification(s), interruption(s), and relocation(s).
  - e. HVAC system start-up and commissioning.

- f. Project record document preparation and submission.
  - g. Demonstration and training, as required.
- E. Recovery Schedule: When a periodic update indicates the Work is seven (7) or more calendar days behind the approved schedule, submit, no later than the next schedule update, a separate recovery schedule indicating a workable plan to come into compliance with the approved schedule and complete the Project, including achieving interim milestone dates, by the previously approved date. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance and the date by which recovery shall be accomplished within the recovery schedule and the recovery schedule narrative. Cook County Capital Planning or its designated representative may withhold a portion of progress payments until an acceptable recovery schedule is submitted.

## **PART 2 - EXECUTION**

### **2.1 GENERAL**

- A. The Contractor has the duty to deliver to the Board an acceptable construction schedule. The Contractor shall not assert any claim whatsoever for any delay or additional cost incurred in connection with the development, maintenance, and updating of the schedule. No payment shall be awarded to the Contractor until a baseline schedule has been submitted and accepted.

### **2.2 COORDINATION**

- A. Coordinate Contractor's Construction Schedule with the Schedule of Values, Submittal Schedule, progress reports, payment requests, and other required schedules and reports as required by Cook County Capital Planning or its designated representative.

### **2.3 ELECTRONIC SCHEDULING**

- A. Scheduling Software: Contractor shall use Microsoft Project or Primavera P6 for creating the baseline schedule, preparing all monthly schedule updates, revised schedules, and preparing recovery schedules as required.

### **2.4 REVIEWS**

- A. Review and acceptance of the Contractor's construction schedule, including any revisions and/or updates, by Cook County Capital Planning or its designated representative is advisory only and does not relieve the Contractor of the responsibility for accomplishing each portion of the Work within the time provided by the Contract Documents. Omissions and errors in the accepted schedule, including any revisions and/or updates, shall not excuse performance that is not in compliance with the Contract Documents.
- B. Baseline Construction Schedule: Immediately following submission of the preliminary baseline construction schedule, Cook County Capital Planning or its designated representative shall coordinate a meeting with the Contractor to review the submitted schedule.
  - 1. All issues regarding the schedule shall be reviewed and resolved at this meeting.
  - 2. If issues remain unresolved at the end of the meeting, Cook County Capital Planning or its designated representative shall establish the date and time for a second meeting.
- C. The Cook County Capital Planning or its designated representative shall review each submitted schedule and return the reviewed schedule, including any comments and required revisions, to the Contractor within the following time frames:



1. Baseline Schedule: Seven (7) calendar days of receipt by Cook County Capital Planning or its designated representative.
2. Updated Schedule: Four (4) calendar days of receipt by Cook County Capital Planning or its designated representative.
3. Revised Schedule: Four (4) calendar days of receipt by Cook County Capital Planning or its designated representative. A schedule found to be impractical for any reason shall be revised and resubmitted by the Contractor within three (3) calendar days.

## 2.5 UPDATES

### A. Contractor Submitted Schedule

1. The Contractor's construction schedule shall be updated on a monthly basis to indicate the status of the Project and progress of the Work, as well as the plan for completion of the Project. The updated schedule shall include a new data date and indicate the projected days remaining for each activity in the schedule as the Work progresses.
2. The updated schedule and update narrative shall be submitted within two (2) calendar days following the data date.
3. Coordinate a meeting two days following the data date to review, and to resolve any issues with, the updated schedule. Attendees shall include the Contractor, Cook County Capital Planning or its designated representative.
4. Update Narrative: With each schedule update, submit a written narrative listing all activities that have been revised since the last schedule update. Also include a list of itemized explanations of all changes to the construction schedule, including all activities that have been added to or deleted from the schedule, and logic changes. This narrative shall be created with a word processing program and shall be submitted as portable document format (PDF).

## 2.6 REVISIONS

- A. Cook County Capital Planning Requested Revisions: Cook County Capital Planning or its designated representative retains the right to request a revised schedule for reasons that include, but are not limited to, the following:
1. A projected or forecasted delay to critical activities.
  2. Delay of a non-critical activity that changes the course of the critical path.
  3. A Change Order or RFI that affects the completion date or sequence of activities.
- B. Contractor Requested Revisions: The Contractor shall notify Cook County Capital Planning or its designated representative in writing of any requested changes to the schedule, including changes to the logic or duration of activities. The written request shall clearly outline the reason(s), in detail, for each change requested.
1. All Contractor requested revisions to the schedule including, but not limited to, any change to the schedule logic, order or sequence of activities, or duration of activities, shall be approved by Cook County Capital Planning or its designated representative in writing before the revisions are implemented and the schedule revised.

## 2.7 CONTRACT MODIFICATIONS

- A. Extensions of the Contract Time shall not be allowed unless approved in writing by Cook County Capital Planning or its designated representative.
- B. Scheduling of approved changes in the Work is the responsibility of the Contractor. In the case of collaborative scheduling, the contractor is responsible for providing the information to Cook County Capital Planning or its designated representative to be incorporated into the schedule.

- C. With each proposed contract modification, prior to initiation of related work, submit a separate schedule analysis to Cook County Capital Planning or its designated representative for review. Each schedule analysis shall include all activities required to complete the proposed change and indicate the effect of the proposed change on the overall project schedule.
  - 1. The schedule analysis shall indicate all affected and revised activities, the duration of the change, the cost(s) of the change, any constraints that result from the change, and whether the change is concurrent or sequential.
  - 2. This analysis shall be attached to any Contractor proposal if time extensions are requested.
- D. If Cook County Capital Planning or its designated representative accepts the proposed revision, including the schedule analysis, the revised schedule, including all activities required to incorporate the change and complete the Project, shall become the basis for the next monthly update to the schedule.

## 2.8 DELAYS AND EXTENSIONS OF TIME

- A. The Contractor shall execute its work as required to maintain progress of the Work in accordance with the accepted construction schedule. Should the Contractor fail to maintain progress according to the approved schedule, the Contractor shall take measures necessary to bring progress of the Work into line with the schedule at no additional cost to Cook County Capital Planning.
- B. The Contractor shall be responsible for requesting an extension of the Contract Time due to a delay or occurrence that negatively impacts, in the opinion of the Contractor, the critical path of the Project. All requests shall be submitted to Cook County Capital Planning or its designated representative in writing within seven (7) calendar days of the delay.
  - 1. Failure to submit a written request to Cook County Capital Planning or its designated representative within the specified time period shall result in rejection of the request for extension of the Contract Time and any related request(s) for a change to the Contract Sum.
  - 2. Delays to non-critical activities (those with float) shall not be considered a basis for either a change in the Contract Time or a change in the Contract Sum.
  - 3. Extensions of the Contract Time shall not be considered accepted and shall not be incorporated into the schedule unless accepted in writing by Cook County Capital Planning or its designated representative.
  - 4. When Cook County Capital Planning or its designated representative finds the Contractor is entitled to an extension in Contract Time, the total number of calendar days extension shall be based upon the current analysis of the schedule and upon the data relevant to the extension.
    - a. When agreement to an acceptable extension in time cannot be reached, the Contractor shall incorporate schedule changes in accordance with Cook County Capital Planning or its designated representative's direction.
- C. With each request for an extension of the Contract Time, a separate schedule analysis and written narrative shall be submitted to Cook County Capital Planning or its designated representative.
  - 1. The schedule analysis shall be in the form of a monthly schedule update, with adjusted activity durations and logic relationships for the added scope. The schedule analysis shall clearly indicate how all of the schedule's activities are affected, including float related to the affected activities, and how the Project's completion date is impacted, by the requested time extension.
  - 2. The written narrative shall list all activities that are to be added to or deleted from the schedule, as well as all activities that are to be changed in any way. The narrative shall include a list of itemized explanations of all changes to the schedule.

## 2.9 DISTRIBUTION

- A. Distribution: Distribute copies of approved schedule to Architect, Cook County Capital Planning and its designated representative, subcontractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility and as otherwise directed by Cook County Capital Planning or its designated representative.
1. Post large scale copy of the baseline schedule in Project meeting rooms and temporary field offices.
  2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## 2.10 REPORTS

- A. Daily Construction Reports: Prepare daily construction reports recording the following information concerning events at Project site:
1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel and equipment at Project site.
  4. All visitors the job site. Include each person's name and name of company.
  5. Material delivery information.
  6. High and low temperatures and general weather conditions.
  7. Accidents.
  8. Meetings and significant decisions.
  9. Unusual events (refer to special reports).
  10. Stoppages, delays, shortages, and losses.
  11. Meter readings and similar recordings.
  12. Emergency procedures.
  13. Orders and requests of authorities having jurisdiction.
  14. Change Orders received and implemented.
  15. Bulletins received.
  16. Services connected and disconnected.
  17. Equipment or system tests and startups.
  18. All work performed that day on a time and materials basis. Include hours expended for labor and equipment and any material(s).
  19. Any proposed change order work not yet approved, completed that day.
- B. Special Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Cook County Capital Planning or its designated representative in advance when these events are known or predictable.



**GR-02 Cook County – Solid Waste and Recycling Ordinance**

ARTICLE VII. - SOLID WASTE AND RECYCLING [1]

DIVISION 1. - IN GENERAL

Sec. 30-776. - Short title.

The Divisions noted in Article VII, shall be known, and may be cited as, and authorized under the "Cook County Solid Waste and Recycling Ordinance."

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-777. - Findings, purpose, intent and scope.

The purpose of this Article and the divisions herein is addressed in Section 30-2 of this Chapter.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-778. - Definitions.

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Agency* means the Illinois Environmental Protection Agency.

*Clean construction or demolition debris* or "CCDD" means non-putrescible construction and demolition materials and as otherwise defined in § 3.160(b) of the Illinois Environmental Protection Act.

*Clean construction or demolition debris fill operation* or "CCDD fill operation" means a current or former quarry, mine, or other excavation where clean construction or demolition debris is used as fill material.

*Composting* means a controlled process which transforms organic waste and/or livestock waste into products useful as soil amendments. Composting shall include windrow composting, in-vessel aerobic composting and anaerobic digestion composting technologies.

*Composting facility* means any building, portion of a building or area in which organic waste and/or livestock waste is collected, stored, or processed which is permitted or required to be permitted by the Illinois Environmental Protection Agency.

*Drop-off center* means any recycling facility that accepts without charge or payment recyclable materials, including unattended stand-alone drop boxes, or single day residential recycling events.

*Food scrap* means garbage that is:

- (i) Capable of being decomposed into compost by composting;
- (ii) Separated by the generator from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting; and
- (iii) Managed separately from other waste, including, but not limited to, garbage that is not capable of being decomposed into compost by composting.

Food scrap includes, but is not limited to, packaging, utensils, and food containers composed of readily biodegradable material in accordance with the ASTM D6400 standard required for use under Section 3.197 of the Illinois Environmental Protection Act, as amended.

*Governmental entity* means any unit of federal, state or local government.

*Hazardous waste* means a waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may cause, or significantly contribute to an increase in mortality or an increase in serious, irreversible, or incapacitating reversible illness, or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed,

or which has been identified by characteristics or listing as hazardous pursuant to Section 3001 of the Resource Conservation and Recovery Act of 1976, P.L. 94-580 as amended, or pursuant to regulations promulgated by the Illinois Pollution Control Board.

*Illinois Environmental Protection Act* or "Act" means the Environmental Protection Act, as amended, codified at 415 ILCS 5/1, et seq.

*In-vessel* means composting which is conducted entirely within a fully enclosed container, with no opening having a dimension greater than one-quarter inch in any direction.

*Landfill* means sanitary landfill.

*Landscape waste* means grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as a result of the care of lawns, shrubbery, vines and trees, and includes any discarded fruits, vegetables and other vegetative material or crop residue generated in the care of a garden. The term "landscape waste" does not include soil other than incidental soil (e.g., soil attached to sod or attached to other materials accumulated as a result of the care of lawns, shrubbery, vines, trees or a garden).

*Livestock waste* means livestock excreta, associated feed losses, and bedding.

*Local Government* means any "Public Agency" as defined by the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and all municipal joint action agencies formed pursuant to 5 ILCS 220/3.2.

*Motor vehicle repair shop* means any building, structure, premises, enclosure or other place including automobile service stations, garages and motor vehicle service shops where the business of doing repair work on or for motor vehicles, replacing motor vehicle parts, or diagnosing malfunctions of a motor vehicle is conducted in any shop, drive-in station or garage which inspects motor vehicles for the purpose of appraising, evaluating or estimating the extent or value of motor vehicle damage or the necessity or cost of motor vehicle repairs.

*Municipality* means a city, village, or incorporated town.

*Municipal solid waste* or "MSW" means garbage, general household and commercial waste, industrial lunchroom or office waste, landscape waste, and construction or demolition debris.

*Municipal solid waste transfer station* means a transfer station that accepts garbage, general household and commercial waste, industrial lunchroom or office waste, landscape waste, and construction or demolition debris. For purposes of this chapter a municipal solid waste transfer station shall not include transfer stations that accept, exclusively, either construction or demolition debris or source separated organic waste, so long as such facilities meet the requirements of Division 4 of this Article.

*Open dumping* means the consolidation of refuse from one or more sources at a disposal site that does not fulfill the requirements of the Act.

*Organic waste* means food scrap, landscape waste, uncontaminated wood waste, livestock waste, crop residue, paper waste, or other non-hazardous carbonaceous waste, such as paper, corrugated paper or cardboard, that is collected and processed separately from the rest of the municipal waste stream.

*Owner* or *operator* means any person who has legal title to any premises, who has charge, care or control of any premises, who is in possession of the premises or any part thereof, or who is entitled to control or direct the management of the premises.

*Processing* means manual, mechanical or automated separation of recyclable material from other materials; separation of recyclable materials from each other; cleaning, bundling, compacting, cutting or packing of recyclable material. Processing shall not include melting, rending, smelting, vulcanizing or purification by application of heat or chemical process.

*Prohibited materials* means:

- (1) Any material of the type typically owned or maintained by a governmental entity or a utility company, including, but not limited to: stop signs and other street signs, utility hold covers, fire hydrants and fire hydrant parts, water meters and water meter parts, gas meters and gas meter parts, electric meters and electric

meter parts, exterior telephone wire, transformers, street lamp posts, sign posts, and flag poles, and street lights;

- (2) Cemetery urns and plaques;
- (3) Historical markers;
- (4) Metal sculpture and statuary;
- (5) Tree and flower grates;
- (6) Retail store shopping carts;
- (7) Catalytic converters and auto radiators;
- (8) Aboveground and underground storage tanks and parts thereof;
- (9) Any materials further designated as prohibited by the Director.

*Recyclable material* means material categorized as Type A, Type B, Type C or Type D recyclable material and shall have the meaning ascribed to each such type, as follows:

*"Type A recyclable material(s)"* means any aluminum or ferrous or non-ferrous scrap metal; bi-metal or tin cans; glass products; paper products; rubber; textiles; plastic products, such as polyethylene terephthalate, high density polyethylene, low density polyethylene, polystyrene or polypropylene; electronics and computer parts and components including, but not limited to, computer monitors, televisions, printers, electronic keyboards, facsimile machines, videocassette recorders, portable digital music players, digital video players, video game consoles, electronic mice, scanners, digital converter boxes, cable receivers, satellite receivers, digital disc recorders, small-scale servers and tablets. Additional materials approved by the Director.

*"Type B recyclable material(s)"* means organic waste.

*"Type C recyclable material(s)"* means used motor vehicles or motor vehicle parts.

*"Type D recyclable material(s)"* means construction and demolition debris that does not contain lead, asbestos or any other hazardous material in such a way as to render recycling of such material illegal or impossible and that has been rendered reusable and is reused, or that would otherwise be disposed of or discarded but is collected or separated and returned to the economic mainstream in the form of raw materials or product.

*Recycling facility* means any building, portion of a building or area in which recyclable material is collected, stored, or processed for the purpose of marketing the material for use as raw material in the manufacturing process of new, reused or reconstituted products. A "recycling facility" shall not include any motor vehicle repair shop which stores all used motor vehicle parts, intended for use by the motor vehicle repair shop in vehicle repair, under roof nor shall it include drop-off centers or compost operations accumulating less than 25 cubic yards of compostable material at any given time or a farm based compost operation where compostable material is used exclusively on the site where the material is composted.

*Regulated materials* means:

- (1) Metal fencing and gates;
- (2) Metal downspouts and gutter;
- (3) Metal siding and doors, including siding from homes and garages;
- (4) Metal door hardware, including knobs, hinges and kick plates;
- (5) Metal sinks;
- (6) Aluminum wire;
- (7) Copper wire;
- (8) Copper pipes;
- (9) Metal coils;

- (10) Copper/aluminum radiators;
- (11) License plates;
- (12) Barbeque grills;
- (13) Metal patio furniture;
- (14) Satellite dishes;
- (15) Metal exterior light fixtures;
- (16) Boilers, furnaces, water heaters, and any parts thereof;
- (17) Mailboxes and mailbox covers;
- (18) Ventral air conditioning units and air conditioners and any parts thereof;
- (19) Metal bleachers;
- (20) Bicycles;
- (21) Any materials further designated as regulated by the Director.

*Sanitary landfill* or *landfill* means a facility permitted or required to be permitted by the Illinois Environmental Protection Agency for the disposal of waste on land meeting the requirements of the Resource Conservation and Recovery Act, P.L. 94-580, and regulations thereunder, and without creating nuisances or hazards to public health or safety, by confining the refuse to the smallest practical volume and covering it with a layer of earth at the conclusion of each day's operation, or by such other methods and intervals as the Board may provide by regulation.

*Sheriff* means the Sheriff of Cook County or the Sheriff's agents.

*Solid waste* means waste.

*Solid waste facility* or *solid waste facilities* means sanitary landfills, municipal solid waste transfer stations, and clean construction or demolition debris fill operations located within Cook County, except within the corporate limits of the City of Chicago. Solid waste facility shall not mean a temporary storage site for debris or waste generated from the operations of municipal public works departments.

*Special waste* means waste as defined in 415 ILCS 5/3.475 of the Act.

*Transfer station* means a site or facility that accepts waste for sorting and/or consolidation, and for further transfer to a waste disposal, treatment, or handling facility that is not owned or operated by a Local Government.

*Treatment* means any method, technique or process designed to change the physical, chemical or biological character or composition of any waste so as to neutralize such waste, or to render such waste nonhazardous, safer for transport, amenable for recovery, or reduced in volume.

*Uncontaminated wood waste* means untreated, unpainted and unvarnished wood.

*Vector* means any living agent, other than human, capable of transmitting, directly or indirectly, an infectious disease.

*Waste* means any discarded or abandoned material in solid, semisolid, liquid or contained gaseous form, including but not limited to, industrial process waste, hazardous waste, municipal waste, special waste, garbage, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, but excludes:

- (1) Sewage collected and treated in a municipal or regional sewage system; or
- (2) Recyclable materials managed in compliance with the provisions of this chapter.

*Waste hauler* means any person who engages in the business of collecting or hauling garbage, municipal waste, recyclables or other refuse, from the original generator, on a continuous and regular basis within Cook County.



(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-779. - Rule making.

The Department may prescribe reasonable rules, definitions, and regulations necessary to carry out the duties imposed upon it by this Article and the Divisions herein, including, but not limited to, reasonable procedures relating to solid waste planning, operational requirements of facilities, reporting requirements, and the collection of waste fees imposed by this Article. Any rules, definitions or regulations issued by the Department in accordance with this Article shall be maintained by the Department and shall be readily made available to the public upon request and posted on the Department's web-site. The Department shall undertake good faith efforts to post rules and regulations at least 30 days prior to taking effect.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-780. - Penalties.

- (a) A person will be found to have engaged in a public nuisance that is injurious to public health and in violation of this Article and the Divisions herein by:
- (1) Causing or allowing the open dumping of any waste;
  - (2) Abandoning or disposing of any waste upon public property, except in a sanitary landfill approved by the Illinois Environmental Protection Agency; or
  - (3) Disposing, treating, abandoning or transporting any waste, except at a site or facility which meets the requirements of the Illinois Environmental Protection Act;
  - (4) Failure of any owner, occupant, agent, or person in possession or control of any residence or business or lot or unimproved parcel of real estate to remove or cause to be removed any waste located on any such residence or place of business or lot or real estate, or any portion thereof;
  - (5) Failure to issue reports as prescribed by the Department.
- (b) Any person that violates this Article or the Divisions herein is subject to the fines set out in Section 30-213.
- (c) In addition to any other penalties imposed under this section, the registered owner of record of any vehicle who knew or should have known that his or her vehicle was used in violation of this article shall be jointly and severally liable with any person operating or in control of the vehicle at the time of the violation.
- (d) The Director shall have the authority to provide for the cessation and abatement of any violation of this section in accordance with the provisions of Section 30-215 of this Code to stop any person from proceeding with any activity regulated under this section when the director has reason to believe that such activity either is proceeding in violation of any provision of this section or is otherwise in contravention of the public interest.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-781. - Permit denial, refusal of renewal or permit revocation.

The following shall apply to facilities receiving permits under this Article.

- (a) The Director may refuse to issue a solid waste facility permit or recycling facility permit to:
- (1) Any person whose permit issued under this Article has been denied or revoked for cause within the past three years;
  - (2) Any corporation, general partnership, limited partnership or limited liability company, if any partner, if a general partnership; any general partner, if a limited partnership; any principal officer, if a corporation; any managing member, if a limited liability company; any owner of 25 percent or more of the applicant; or any other individual required to be identified in the permit application that would not be eligible to receive a permit under subsection (a)(1); or

- (3) Any corporation, general partnership, limited partnership or limited liability company, if any partner, if a general partnership; any general partner, if a limited partnership; any principal officer, if a corporation; any managing member, if a limited liability company; any owner of 25 percent or more of the applicant; or any other individual required to be identified in the permit application was a principal officer, partner, general partner, managing member or owner of 25 percent or more of any entity that would not be eligible to receive a permit under subsection (a)(1).
- (b) Renewal of a permit may be withheld if the Director finds that evidence exists that renewal of the permit will present health or safety concerns for the public.
- (c) The Director may refuse to renew a permit if the owner or operator of a permitted facility fails to carry out any duties, requirements or conditions listed in this Article or any condition of a permit.
- (d) If the Director denies or fails to renew a solid waste facility permit or recycling facility permit, the Director shall so notify the applicant or the owner or operator of the facility, as the case may be, in writing, including a statement of the basis for the denial.
- (e) If the owner or operator of a permitted solid waste facility or recycling facility fails to carry out any duties, requirements or conditions required by this Article or any permit condition prior to the expiration of the permit, the Director may revoke the permit after notifying the owner or operator of the recycling facility of the violation in writing within 30 days of the decision.
- (f) A party may contest the Director's determination by making a written request for an administrative hearing to contest the Director's refusal to renew a permit or decision to revoke a permit. Violations pursuant to this Article shall be adjudicated pursuant to Chapter 2, Administration, Article IX, Administrative Hearings, of this Code. The Department of Administrative Hearings shall make a final decision on granting the permit. Nothing in this section shall prevent an owner or operator from providing information to the Department that reaffirms that they remain in compliance with the requirements of this division to resolve a dispute in lieu of an administrative hearing.

(Ord. No. 13-1321, 1-15-2014.)

Secs. 30-782—30-800. - Reserved.

#### DIVISION 2. - SOLID WASTE MANAGEMENT PLAN IMPLEMENTATION

Sec. 30-801. - Purpose for Solid Waste Management Plan.

- (a) The purpose of this division is to implement a solid waste plan for the management of municipal waste within the County, except for the corporate limits of the City of Chicago, in order to satisfy the requirements of the Solid Waste Planning and Recycling Act (415 ILCS 15/1 et seq.).
- (b) Municipal governments have the primary role and responsibility in providing or arranging for waste management services within their jurisdictional areas, whereas the County will implement the coordination, planning, and monitoring of the solid waste management plan throughout incorporated and unincorporated Cook County and establish delegation agreements with sub-county waste management agencies and the Illinois Environmental Protection Agency.
- (c) Solid waste management in the County shall encourage municipal recycling and source reduction, promote composting of yard waste, and place substantial emphasis on alternatives to landfills.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-802. - County Solid Waste Management Coordinating Committee.

Prior to adopting a waste management plan for submission to the Agency, the Cook County Board President or the President's designee shall form an advisory committee, which shall include representatives from municipalities within the county, citizen organizations, industry, the private solid waste management industry operating within the county, local recyclers and any other persons deemed appropriate by the President. The advisory committee shall review the plan during its preparation, make suggestions and propose any changes it believes appropriate.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-803. - Solid Waste Coordinator.

The Director of the Department of Environmental Control shall designate a Solid Waste Coordinator (Coordinator), who shall be responsible for the implementation, coordination, and monitoring of the County Solid Waste and Recycling Plans. The Coordinator shall also be actively involved in the County's solid waste and recycling policy development, especially as it concerns public education and recycling activities. The Coordinator shall report directly to the Director.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-804. - Municipal solid waste and recycling reporting requirements and exemptions.

(a) *Reporting.* For the purpose of tracking the implementation progress of the Solid Waste Management Plan, any waste hauler operating within the boundaries of Cook County, except within the corporate limits of the City of Chicago, shall submit quarterly reports to the Solid Waste Coordinator of the Cook County Department of Environmental Control, on a form provided by the Department, documenting the volume and/or tonnage of municipal waste and the volume and/or tonnage of recyclables collected as described below. The first Quarterly Reporting period under subsection (a)(1) of this section shall cover the period of July 1, 2014, through September 30, 2014, with the first Quarterly Report due on October 31, 2014. The first Quarterly Reporting period under subsection (a)(2) of this section shall cover the period of January 1, 2015, through March 31, 2015, with the first Quarterly Report due on April 30, 2015. Quarterly reports thereafter are due April 30 for the period of January 1 to March 31, July 31 for the period of April 1 to June 30, October 31 for the period of July 1 to September 30, and January 31 for the period of October 1 to December 31. All Quarterly Reports must be submitted on report forms provided by the Department, and include:

- (1) The total volume and/or tonnage of municipal solid waste and the volume and/or tonnage of recyclable materials collected from residential properties within the borders of Cook County, reported by municipality or unincorporated area. In the case a truck or container used for the collection of waste and/or recyclables comingles materials collected from both inside and outside suburban Cook County, for reporting purposes, the entire load shall be attributed to the portion of the municipality located within suburban Cook County; and
- (2) The total volume and/or tonnage of municipal solid waste and total volume and/or recyclable materials collected from nonresidential properties within the borders of Cook County, reported by geographic area as prescribed by the Department. In the case a truck or container used for the collection of waste and/or recyclables comingles materials collected from both inside and outside suburban Cook County, for reporting purposes, the entire load shall be attributed to suburban Cook County; and
- (3) Any additional information prescribed in rules pertaining to this section.

(b) *Exemptions.* The following are exempt from the reporting provisions of this section:

- (1) Local Government entities collecting and hauling debris from storm cleanup operations;
- (2) Businesses to whom the hauling of waste is incident to their normal provision of service and does not result in revenues directly related to waste collection and hauling activities; and
- (3) Persons hauling municipal waste, municipal solid waste or other refuse from their own residence or property for disposal, recycling or processing.

(Ord. No. 13-1321, 1-15-2014.)

Secs. 30-805—30-821. - Reserved.

DIVISION 3. - SOLID WASTE FACILITIES

Sec. 30-822. - Compliance with rules and regulations.

Every solid waste facility located within Cook County shall operate in compliance with the Federal Resource Conservation and Recovery Act of 1976, as amended; the Illinois Environmental Protection Act, as amended and all other applicable federal, state and local laws and regulations including the provisions of any permits issued by federal, state and local agencies.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-823. - County inspections.

The inspection of operations at solid waste facilities in Cook County, except within the corporate limits of the City of Chicago or solid waste facilities owned or operated by a Local Government, shall be under the jurisdiction of the Director.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-824. - Operational requirements.

(a) *Solid Waste Facilities.* Every solid waste facility, currently accepting waste and located within Cook County, except within the corporate limits of the City of Chicago or solid waste facilities owned or operated by a Local Government, must adhere to the following operational requirements. In the case that any of the following requirements are contradictory to the operating requirements stipulated in a permit issued by the Illinois Environmental Protection Agency, operating requirements stipulated in the Agency's permit shall supersede the requirements listed below:

- (1) *Vehicles and Equipment.* Each solid waste facility shall have sufficient vehicles and equipment available at all times to process all incoming waste materials so as not to violate conditions of the facility's Agency-issued permit.
- (2) *Litter.* Each solid waste facility shall be operated to prevent wind-blown litter associated with the facility's operations. At a minimum, all wind-blown litter shall be picked up on a daily basis. All vehicles entering and exiting the site shall have devices capable of preventing windblown material. Any vehicle entering the site without sufficient devices to prevent windblown material shall be notified by the solid waste facility operator that such devices are required for any vehicle entering the facility and subsequent to an initial warning any vehicle re-entering the site without sufficient devices to prevent windblown material shall be rejected.
- (3) *Utilities.* All necessary utilities shall be available with sufficient capacity to serve the facility and its operations. A written contingency plan shall exist to provide back-up capacity or to provide procedures for safe operation in the event of a disruption of any utility service.
- (4) *Equipment Maintenance.* The owner and operator shall prevent the usage of any vehicle or equipment that is in need of repair or damaged in a manner as to cause an environmental impact, including but not limited to the leaking of vehicle fluids onto site surfaces.
- (5) *Waste Screening.* Each solid waste facility shall accept only those materials permitted by the Illinois Environmental Protection Agency, all other materials are considered to be unauthorized. All waste loads must be screened to prevent the acceptance of any materials other than those permitted by the Illinois Environmental Protection Agency and listed in the facility's current written permit issued by the Agency. The operator shall monitor for unauthorized waste. Any unauthorized wastes shall be segregated, held and/or stored in a manner consistent with procedures stipulated in the facility's Agency-issued permit. The operator shall maintain a log of any acceptance of unauthorized wastes, documenting the proper removal and disposal of the unauthorized waste.
- (6) *Fire Prevention and Accident Safety Plan.* Each solid waste facility shall have a written fire prevention and accident safety plan, shall operate in compliance with generally accepted performance standards for fire and explosive hazards, and shall install and maintain fire suppression equipment as specified in the applicable zoning ordinance, building regulations, and applicable fire prevention regulations.
- (7) *Site Security.* The site shall be designed and operated in a manner to prevent unauthorized access to the site.

- (8) *Facility Cleaning.* Any building, floors, loadout pit, equipment, containers and all facility areas, including, but not limited to, the area on which waste is handled or processed, shall be cleaned as necessary to prevent environmental issues such as, but not limited to, dust, odors, and litter from migrating off site. No debris or washdown waters shall be discharged directly into the sewer system without the facility receiving the appropriate permit or authorization. Spot cleaning of the facility including pushwalls, processing and handling equipment, and anything else that may contact the waste shall be performed on an as-needed basis. The Department of Environmental Control reserves the right to require additional cleaning as deemed necessary.
  - (9) *Rodents/Vectors.* Each solid waste facility shall employ effective vector control and prevention measures to prevent infestations by rodents and vectors. A record of the most current inspection shall be maintained at the facility.
  - (10) *Driveways, Access Road, and Parking Areas.* All driveways, access roads, parking areas and other areas used for truck traffic shall be graded and surfaced to prevent or minimize any dust emissions and the tracking of mud off-site. Further, site grading and surfaces shall be properly maintained and repaired as often as necessary to maintain integrity and effectiveness for mud and dust control.
  - (11) *Mud Tracking.* Each solid waste facility shall be operated so as to prevent the tracking of mud onto public roadways.
  - (12) *Odor Control.* Solid waste facilities shall not cause the emission of noxious, odorous, or toxic matter in accordance with Section 30-421 of this Chapter.
  - (13) *Dust Control.* Each solid waste facility shall operate in a manner preventing or minimizing dust emissions associated with the operation of facility.
  - (14) *Noise.* Each solid waste facility shall be operated in accordance with Article V of this Chapter as it pertains to noise emissions from the solid waste facility.
  - (15) *Recordkeeping.* Each solid waste facility shall maintain operating records and plans as required by the Agency. Records and plans required by this section shall be made available by the facility for inspection by the Department of Environmental Control.
  - (16) *Vehicle Recordkeeping.* A record of all vehicles utilizing the facility shall be maintained as stipulated in the facility's Agency issued permit and made available for inspection by the Department of Environmental Control.
  - (17) *Correspondence.* Each solid waste facility owner or operator shall provide the Department with copies of correspondence to or from the IEPA, the USEPA and the Army Corp of Engineers or any other government entity regarding notice of violation. Copies of permit applications and modifications submitted to the Agency shall be provided to the department at the time of submission. Additional correspondence between these parties shall be provided at the request of the Department.
  - (18) *Cessation of Waste Acceptance.* The owner or operator of any solid waste facility receiving waste or clean construction or demolition debris after July 1, 2014, must notify the Department in writing no less than 90 days prior to the cessation of waste or clean construction or demolition debris acceptance.
- (b) *Municipal Solid Waste Transfer Stations.* In addition to the requirements set forth in the subsection (a) of this section, municipal solid waste transfer stations located within Cook County, except within the corporate limits of the City of Chicago or solid waste facilities owned or operated by a Local Government, must also adhere to the following operational requirements:
- (1) *Waste Removal.* All waste must be removed from the tipping floor within 24 hours of receipt. No waste shall remain at the facility when the facility is not scheduled to be open the following day unless such waste is containerized.
  - (2) *Waste Volumes.* No owner or operator of a municipal waste transfer station shall accept volumes of waste that shall cause the facility to operate in contradiction with the requirements of this division or with the provisions stipulated in a permit issued by the Agency.

- (3) *Transfer Trailers and Containers.* Transfer trailers or containers used to store waste outside, overnight shall be sealed, tarped, or covered to prevent blowing debris or contact with stormwater. All leaking containers and torn tarps shall be decommissioned and replaced or repaired.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-825. - Sanitary landfill fees and exemptions.

- (a) *Fees.* The County shall collect a fee in the amount set forth in Section 32-1 from the owner or operator of each sanitary landfill located within Cook County which is permitted or required to be permitted by the IEPA to dispose of solid waste, if the sanitary landfill is located off site where such waste was produced and if such sanitary landfill is owned, controlled, and operated by a person other than the generator of such waste. The amount of the fee shall be implemented and calculated in accordance with the provisions of [415 ILCS] 5/22.15 of the Act.
- (b) *Payment of fees.* Fees required by this section shall be due and payable on a quarterly basis and shall be submitted to the Department with each quarterly report required under section 30-827. The first Quarterly Reporting period under this Division shall cover the period of July 1, 2014, through September 30, 2014, with the first Quarterly Report and payment of fees due on October 31, 2014. Quarterly reports and fee payments thereafter are due April 30 for the period of January 1 to March 31, July 31 for the period of April 1 to June 30, October 31 for the period of July 1 to September 30, and January 31 for the period of October 1 to December 31. Additional fees in the amounts set forth in Section 32-1 shall be applied to payments received after the due dates stipulated in this section.
- (c) *Fee exemptions.* Exemptions to landfill disposal fees shall be in accordance with those exemptions set forth in the Act.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-826. - Municipal solid waste transfer station fees and exemptions.

- (a) *Fees.* The County shall collect a fee in the amount set forth in Section 32-1 from the owner or operator of each municipal solid waste transfer station located within Cook County, except within the corporate limits of the City of Chicago or solid waste facilities owned or operated by a Local Government, which is permitted or required to be permitted by the IEPA. The amount of the fee shall be based on the total waste quantity accepted at each transfer station. Documents verifying the assessment of fees under this section shall be made available, at the facility, for review and verification by Cook County.
- (b) *Payment of fees.* Fees required by this section shall be due and payable on a quarterly basis and shall be submitted to the Department with each quarterly report required under section 30-827. The first Quarterly Reporting period under this Division shall cover the period of July 1, 2014, through September 30, 2014, with the first Quarterly Report and payment of fees due on October 31, 2014. Quarterly reports and fee payments thereafter are due April 30 for the period of January 1 to March 31, July 31 for the period of April 1 to June 30, October 31 for the period of July 1 to September 30, and January 31 for the period of October 1 to December 31. Additional fees in the amounts set forth in Section 32-1 shall be applied to payments received after the due dates stipulated in this section.
- (c) *Fee exemption.* Any recyclable materials accepted by a transfer station regulated under this section that is subsequently segregated from waste designated for permanent disposal and sent to a recycling facility with the intent that these materials are to be recycled shall not be subject to the fees stipulated in this section. Documents verifying fee exemptions under this section shall be made available, at the facility, for review and verification by Cook County.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-827. - Reporting requirements for sanitary landfills and municipal solid waste transfer stations.

- (a) Effective July 1, 2014, every owner or operator of a sanitary landfill or a municipal waste transfer station located within Cook County which is permitted, or required to be permitted, by the IEPA and has accepted waste within the calendar year shall file a quarterly report on a form provided by the Director specifying the quantities of waste and/or recyclable materials accepted by the sanitary landfill or municipal solid waste transfer station, either for transfer or permanent disposal.
- (b) The first Quarterly Reporting period under this Division shall cover the period of July 1, 2014, through September 30, 2014, with the first Quarterly Report due on October 31, 2014. Quarterly reports thereafter are due April 30 for the period of January 1 to March 31, July 31 for the period of April 1 to June 30, October 31 for the period of July 1 to September 30, and January 31 for the period of October 1 to December 31

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-828. - Permits for clean construction or demolition debris fill operations.

- (a) *Permits Required.* As of July 1, 2014, no person shall engage in the business of operating a clean construction and demolition debris fill operation within Cook County without having first obtained a written permit from the Director. Facilities requiring a permit under this Section shall comply with Sections 30-822, 30-823 and 30-824 of this Division. If a complete permit application has been submitted to the Department, a facility may continue to operate until the Department makes a final determination as to the issuance of a permit.
- (b) *Permit Application.*
  - (1) Application for a permit for a clean construction and demolition debris fill operation shall be made to the Director on forms provided by the Director for such purpose. Permit applications and applicable permit application fees for facilities operating prior to July 1, 2014, shall be submitted to the Department on or before May 15, 2014. Any clean construction and demolition debris fill operation starting operations on or after July 1, 2014, shall submit a permit application and applicable fee 45 days prior to the acceptance of construction and demolition debris.
  - (2) Applicants for a clean construction or demolition debris fill operation permit shall provide any and all information that may be required by the Department and on the application form prescribed by the Department. As a condition of the permit and the application, the Department may require the applicant to keep all information requested in the application current and to notify the Department, on forms provided by the Department, of any changes in the information within ten business days of the change occurring.
- (c) *Initial Permit Application Fee.* Cook County shall assess and collect permit application fees in the amount set forth in Section 32-1 from the owner or operator of each clean construction and demolition debris fill operation located within Cook County. Fees associated with an original permit application shall be due at the time of the original application. Additional fees in the amounts set forth in Section 32-1 shall be applied to late renewal applications and renewal fees.
- (d) *Permit term and transferability.* Permits required under Section 30-828 expire on July 1 of each year. No permit issued under Section 30-828 shall be transferred or assigned to another person.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-829. - Permit renewal for clean construction and demolition debris fill operation.

Each year the owner or operator of a clean construction and demolition debris fill operates a facility that is currently permitted by the Department shall submit a permit renewal application on a form made available by the Department along with the applicable annual permit renewal fee in the amount set forth in Section 32-1. The renewal application and the applicable permit renewal fee shall be due no later than 45 calendar days prior to the expiration of the current permit. Additional fees in the amounts set forth in Section 32-1 shall be applied to late renewal applications and renewal fees. If a complete permit renewal application has been submitted to the Department, a facility may continue to operate under the facility's current permit until the Department makes a final determination as to the issuance of a permit.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-830. - Reporting requirements for clean construction and demolition debris fill operation.

- (a) Any owner or operator of a clean construction and demolition debris fill operation shall submit a report, in the format specified by the Department, to the Director indicating the weight or volume of all materials collected between January 1 and June 30, on or before August 31 and the weight or volume of all materials collected between July 1 and December 31, on or before February 28 of each year. Initial reports shall be submitted for the period between July 1 and December 31, 2014.
- (b) The report shall minimally include:
  - (1) The total weight or volume of the materials collected.
  - (2) The total weight or volume, if any, of materials that was segregated and sent to another facility for the purpose of recycling.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-831. - Solid Waste Management Fund created.

There is hereby created a Solid Waste Management Fund constituted from fees collected pursuant to sections 30-825 and 30-826 of this division. The fund will be established in a separate account and used only for the purposes stipulated in [415 ILCS] 5/22.15 of the Act.

(Ord. No. 13-1321, 1-15-2014.)

Secs. 30-832—30-856. - Reserved.

#### DIVISION 4. - RECYCLING FACILITIES

Sec. 30-857. - Intent and purpose.

This Division shall apply to any person who engages in the business of operating a recycling facility in Cook County, except within the corporate limits of the City of Chicago or facilities owned or operated by a Local Government. In the case that any of the following requirements are contradictory to the operating requirements stipulated in a permit issued by the Illinois Environmental Protection Agency, operating requirements stipulated in the Agency's permit shall supersede the requirements listed in this Division.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-858. - Recycling facility permit required.

- (a) *Permits Required.* As of June 1, 2014, no person shall engage in the business of operating a recycling facility within Cook County without having first obtained a written recycling facility permit from the Director. Recycling facilities requiring a permit under this section shall comply with the provisions of this section. If a complete permit application has been submitted to the Department, a facility may continue to operate until the Department makes a final determination as to the issuance of a permit.
- (b) *Permit Required—Exclusions.* A recycling facility permit shall not be required for facilities which also operate as a solid waste facility as defined in this Article.
- (c) *Permit Application.*
  - (1) Application for a permit for a recycling facility shall be made to the Director on forms provided by the Director for such purpose. Permit applications and applicable permit application fees for recycling facilities operating prior to June 1, 2014, shall be submitted to the Department on or before April 15, 2014. Any recycling facilities starting operations on or after June 1, 2014, shall submit a permit application and applicable fee 45 days prior to the acceptance of recyclable materials. Additional fees in the amounts set forth in Section 32-1 shall be applied to late renewal applications and renewal fees.



- (2) Applicants for recycling facility permits shall provide any and all information that may be required by the Department on the application form prescribed by the Department. As a condition of the permit all information in the permit application must be kept current. Any change in required information shall be reported to the Director, on a form provided by the Department, no later than ten business days after such change has occurred.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-859. - Recycling facility permit classifications.

Permits for recycling facilities shall be divided into five classes, as follows:

- (a) *Class I facilities* are recycling facilities for the collection of Type A and Type B recyclable materials only. Only manual separation, meaning by hand or through the use of handheld tools, of Type A and Type B recyclable materials shall be permitted at a Class I facility.
- (b) *Class II facilities* are recycling facilities for the collection of Type A and Type B recyclable materials only. Class II facilities may perform any activity permitted in a Class I facility and may also perform processing.
- (c) *Class III facilities* are recycling facilities for the collection of Type A and Type B recyclable materials only. Class III facilities may perform any activity permitted in a Class II facility and may also engage in composting.
- (d) *Class IV facilities* are divided into Class IVA facilities and Class IVB facilities. Class IVA facilities are recycling facilities for the collection of Type A and Type C recyclable materials only. Class IVA facilities may engage in processing, such as cleaning, bundling, compacting or packing of recyclable materials, and may also dismantle, either manually or with the use of small power tools, used vehicles and used vehicle parts for resale. Class IVB facilities are recycling facilities for the collection of Type A and Type C recyclable materials only. Class IVB facilities may perform any activity permitted in a Class IVA facility and may also engage in the shredding, crushing or other large-scale processing of vehicles.
- (e) *Class V facilities* are recycling facilities for the collection of Type D recyclable materials only. Processing and temporary storage only of Type D recyclable material shall be permitted at a Class V facility.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-860. - Recycling facility fees.

Cook County shall assess and collect permit application fees in the amount set forth in Section 32-1 from the owner or operator of each recycling facility located within Cook County, except within the corporate limits of the City of Chicago or for facilities owned or operated by a Local Government. Fees shall be based on the recycler permit classification described in section 30-859 of this division. Fees shall be due 45 days prior to the expiration of the facility's current permit along with a permit renewal application as stipulated in section 30-862 of this division. Fees associated with an original permit application shall be due at the time of the original application.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-861. - Recycling facility permit term; permit nontransferability.

- (a) Recycling facility permits expire on June 1st of each year.
- (b) No permit issued under this division shall be transferred or assigned to any other person.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-862. - Recycling facility permit renewal.

*Renewal.* Each year the owner or operator of a recycling facility currently permitted by the Department shall submit a permit renewal application on a form made available by the Department along with the applicable annual permit application fee in the amount set forth in Section 32-1. The renewal application and the applicable permit application

fee shall be due no later than 45 calendar days prior to the expiration of the current permit. Any person submitting a renewal application and applicable fee that is not received by the Department 45 calendar days previous to the expiration of the current permit may be assessed an additional fee in the amount set forth in Section 32-1. If a complete permit renewal application has been submitted to the Department, a facility may continue to operate under the facility's current permit until the Department makes a final determination as to the issuance of a permit.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-863. - Recycling facility report required.

Any owner or operator of a recycling facility shall submit a report, in the format provided by the Department, to the Director summarizing recycling activities between January 1 and June 30, on or before August 31 and recycling activities between July 1 and December 31, on or before February 28 of each year. The report shall minimally include:

- (1) The weight of all materials collected in total by the permittee; and
- (2) The weight of all materials recycled.

Initial reports shall be submitted for the period between July 1 and December 31, 2014.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-864. - Operating requirements—Recycling facilities.

Recycling facilities located within Cook County, except within the corporate limits of the City of Chicago or facilities owned or operated by a Local Government, must adhere to the following operational requirements:

- (1) *Rodents/Vectors.* Recycling facilities shall employ effective vector control and prevention measures to prevent infestations by rodents and vectors. A record of the most current inspection shall be maintained at the facility.
- (2) *Mud, Debris and Liquid Tracking.* Recycling facilities shall be operated so as to prevent the tracking of mud, debris, or liquids onto public roadways.
- (3) *Odor Control.* Recycling facilities shall not cause the emission of noxious, odorous, or toxic matter and shall be operated in accordance with Article IV of this Chapter.
- (4) *Dust Control.* Each recycling facility shall operate in a manner preventing or minimizing dust emissions associated with the operation of the facility.
- (5) *Noise.* Recycling facilities shall be operated in accordance with Article V of this Chapter as it pertains to noise emissions from the facility.
- (6) *Storage Receptacles.* Receptacles for the storage of recyclable materials, any processing equipment and other facility operations shall be located on paved or concrete surfaces, which may include asphalt, stone or gravel when deemed appropriate by the Director, or completely enclosed within a building.
- (7) *Signage.* Each facility shall have a sign, clearly visible to the public, which states the name, address and telephone number of the permittee and the hours during which the facility shall be open to the public.
- (8) *Refrigerant Recovery.* Each facility that is permitted to accept any small appliance, room air conditioning appliance, motor vehicle air conditioner (M.V.A.C.), or M.V.A.C. like appliance, as those terms are defined in 40 CFR Part 82, Subpart F, where applicable, shall comply with all requirements of 40 CFR § 82.156(f) in connection with any such appliance or item, and shall either (i) recover any remaining refrigerant from the appliance or item in accordance with 40 CFR § 82.156(f), or (ii) verify that the refrigerant has been evacuated from the appliance or item in accordance with 40 CFR § 82.156(f).
- (9) *Waste and Used Liquid Transfer and Storage.* Any processing of recyclable materials that involves the removal or transfer of used or waste liquids shall be done on an impermeable surface. Storage of waste or used liquids associated with recycling processes must be stored in containers identifying the content and beginning accumulation date of liquids stored in each container, with the exception of temporary storage

- containers used to store liquids for a period of less than 24 hours. Storage containers must be of adequate construction to prevent the leaking of liquids. Any liquids spilled onto the surface of the site during the operation of a recycling facility must be cleaned up immediately and any impacted soils removed.
- (10) *Runoff.* Recycling facilities shall prevent runoff of any liquids, associated with the recycling facility's recycling operation, onto adjacent properties, the public way, waterways or storm sewers unless a permit for such activity has been acquired from the appropriate regulatory agency.
  - (11) *Tire Storage.* Used and waste tires must be stored in a manner as to prevent the accumulation of water within the tires.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-865. - Additional facility requirements—Class III Recycling Facilities.

In addition to any other requirements set forth in this division or the permit, the following requirements shall apply to Class III facilities:

- (a) In addition to any permit required by the Department, composting facilities shall obtain, prior to beginning composting operations, at such facility, all applicable permits required under federal, state or local law, including, but not limited to, any applicable Solid Waste Permit or Compost Facility Permit issued by the Agency pursuant to Title 35 of the Illinois Administrative, Parts 807 and Part 831, respectively.
- (b) Composting facilities shall meet or otherwise comply with all applicable performance standards for organic waste compost facilities and with all applicable testing procedures and standards for the end-product compost produced by organic waste compost facilities, as set forth in rules issued by the Illinois Pollution Control Board.
- (c) All organic waste and livestock waste shall, by the end of each operating day, be processed and placed into an enclosed vessel in which air flow and temperature are controlled. For purposes of this section, an enclosed vessel may include an anaerobic digester and its ancillary equipment. Provided, however, that if all of the requirements set forth in paragraphs (19)(B)(i) through (19)(B)(iv), inclusive, of Section 3.330(a) of the Act are met, organic waste and livestock waste may, by the end of each operating day, be processed into windrows or other piles if such windrows or other piles are stored in a manner that prevents scavenging by birds and animals and prevents other nuisances.
- (d) Composting facilities shall contract with a structural pest control business duly licensed by the State of Illinois to inspect the facility for rodents and other vectors, and to take, as often as necessary, rodent and vector abatement measures, including, but not limited to, the use of bait stations or traps to eliminate, reduce and control rodents and other vectors at the facility. The permittee shall maintain on site a written record of all inspections and abatement measures conducted at the permitted facility within the previous 12 months, including the date and time of such inspections and abatement measures and a detailed description of any abatement measures taken on such date.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-866. - Class V Facilities—Additional duties; recordkeeping.

- (a) *Additional Duties.* Any facility that is operated and located in accordance with Section 22.38 of the Act shall, in addition to the requirements set forth in section 30-864 of this Division, adhere to the requirements of Section 22.38 of the Act. An owner or operator of a Class V facility, not operated and located in accordance with Section 22.38 of the Act shall, in addition to the requirements of Section 30-864, have the following additional duties:
  - (1) To limit the percentage of incoming non-recyclable general construction and demolition debris to 25 percent or less of the total incoming general construction or demolition debris, as calculated on a daily basis;
  - (2) Within 48 hours of receipt of construction and demolition debris at the facility, to sort such debris in order to separate the recyclable construction and demolition debris from the non-recyclable waste to be disposed of or discarded;

- (3) Within 24 hours of the separation of waste required under item (2) of this subsection, to transport off site for disposal, in accordance with all applicable federal, state and local requirements, all non-recyclable waste;
  - (4) Within 45 days of its receipt at the facility, to transport all putrescible recyclable construction and demolition debris or combustible recyclable construction and demolition debris to a properly permitted recycling or disposal facility;
  - (5) Within three months of its receipt at the facility, to transport all non-putrescible recyclable construction and demolition debris for recycling or disposal;
  - (6) To employ recordkeeping procedures to (i) demonstrate compliance with the requirements of this subsection; and (ii) identify the source and transporter of material accepted by the facility;
  - (7) To control, manage and dispose of any storm water runoff and leachate generated at the facility in accordance with applicable federal, state and local requirements; and
  - (8) To control access to the facility.
- (b) *Recordkeeping.* An owner or operator of a Class V facility shall keep and maintain on file for a period of three years and make available to the Department upon request written records containing the following information:
- (1) The total tonnage or cubic yards of all non-recyclable construction and demolition debris accepted at the facility per day;
  - (2) The name and location of each disposal site used for the disposal of any non-recyclable construction and demolition debris accepted at the facility;
  - (3) The percentage of non-recyclable material transported to each disposal site required to be identified under paragraph (2) of this subsection;
  - (4) The total tonnage or cubic yards of all recyclable material accepted at the facility per day;
  - (5) The name and location of the individual, facility or business to which such recyclable material is transported;
  - (6) The percentage of recyclable material transported to each individual, facility or business required to be identified under paragraph (5) of this subsection (b); and
  - (7) Any other information that the Director may require.

(Ord. No. 13-1321, 1-15-2014.)

**Sec. 30-867. - Recyclable materials—Designated.**

Recycling facilities permitted under this division shall collect, process and store only recyclable materials as defined in this article. Unauthorized materials, including but not limited to municipal solid waste and stolen goods including recyclables intended for collection by local municipalities or their designated agents but not delivered by local municipalities or their designated agents, shall not be accepted at the facility.

(Ord. No. 13-1321, 1-15-2014.)

**Sec. 30-868. - Recyclable materials—Segregation and storage.**

Recyclable materials shall be segregated and stored in a manner to prevent the blowing of such materials. Newsprint, paper, corrugated paper and cardboard shall be stored in such a manner as to comply with all applicable provisions of the County Ordinance, including all County and local ordinances relating to fire prevention. Materials shall be segregated within 24 hours of being accepted on site.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-869. - Recyclable materials—Receptacles.

Unless alternate storage methods have been approved by the Director, receptacles in Class I, II, III, and IV recycling facilities shall be clearly marked with the type of recyclable material to be deposited. Letters shall not be less than three inches high. No material other than that specified on a receptacle shall be deposited therein.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-870. - Recyclable materials—Storage areas to be kept clean.

The area surrounding receptacles for the temporary storage of recyclable materials shall at all times be maintained in a clean and sanitary manner. No recyclable materials or waste materials of any kind shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-871. - Building and fire regulations—Applicable.

The storage of recyclable material within a completely enclosed building shall be subject to the building and fire regulations of the local governmental entity for which the recycling facility is located.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-872. - Storage time limit—Maintenance of records.

Unless otherwise stated in this division, no recyclable materials shall be stored at any recycling facility for longer than 90 days except for processed, recyclable materials as approved in the permit. Each permittee under this division shall maintain records which indicate the date, quantity and type of recyclable materials received. Disposition records shall also be kept which indicate the type, quantity and date of disposition of recyclable materials. Such records shall be open to inspection by the Director or his or her authorized agent during normal business hours and at other times upon reasonable notice.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-873. - Prohibited and regulated materials.

- (a) For purposes of this section only, the term "retail transaction" means the purchase, acceptance or receipt by a recycling facility of any material designated as regulated or prohibited from a person who: (1) delivers the material to the facility in a push cart, shopping cart or other similar method; or (2) is not a regular customer with an established customer account.
- (1) A retail transaction does not include donations from, or the purchase or receipt of regulated or prohibited material from: (1) another recycling or junk facility; or (2) a governmental entity.
- (b) In retail transactions, a permittee shall only accept, receive or purchase regulated material if the permittee:
- (1) Keeps a written record in English which is either typed or printed in ink at the time of acceptance of any regulated material and which legibly and accurately describes: (i) the regulated material accepted, received, or purchased; (ii) the date of the transaction; (iii) a description and license plate number of any vehicle used to deliver the material; and (iv) the name and a copy of the photo identification of the person required in subsection (2), below; and
- (2) Requires at the time of the transaction a photo identification issued by a federal, state or local governmental entity or a consular identification card that lists the name and address of the person from whom the permittee is accepting, receiving or purchasing the regulated material; provided that if the person does not have such identification the permittee shall photograph the person and on the reverse side of the photograph, record the person's name, address, date of birth, gender, height and weight.
- (c) In retail transactions, a permittee shall only accept, receive or purchase prohibited material if the permittee:
- (1) Complies with subsection (b) this section;

- (2) Can demonstrate through receipts or other documentation from a credible source, such as the owner of the prohibited materials, that the prohibited materials are intended to be recycled.
- (3) No record made pursuant to this section shall be erased, obliterated or defaced, except as provided in the recycling facility's permit or by permission of the Director.
- (4) All records required by this section shall at all times during the permittee's business hours, and at all other times upon reasonable notice, be made available for inspection by the Director or his or her authorized agent, or any member of the Sheriff or local police department. Upon the request, the permittee shall provide photocopies of such records to the Department, the Sheriff or the local police department.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-874. - Inspection by owner or operator.

During all operating hours, the owner, operator, or an employee responsible for site operations and adherence to the requirements set forth in this division shall be on-site. If the facility remains closed for more than 48 hours, the owner, operator or employee shall inspect the facility at least once every 48 hours in order to ensure the requirements of this division are fulfilled.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-875. - Recycling facility permit exemptions.

- (a) Nothing contained in this division shall apply to the recycling or recovery of waste materials by a manufacturer for reuse in a manufacturing process, or to the purchase of recycled materials by a manufacturer for use as a raw material in a manufacturing process.
- (b) A facility intending to compost landscape waste or organic waste generated on-site and for reuse on-site at the facility shall not be required to obtain a Class III recycling permit from the Department under the provisions of this division.
- (c) Recycling facilities owned or operated by a Local Government.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-876. - Prohibited activities.

No recycling facility permittee shall:

- (a) Receive any article or thing by way of pledge or pawn, nor shall such permittee loan or advance any sum of money on the security of any article or thing;
- (b) Receive or hold a license to conduct the business of pawnbroker, secondhand dealer or itinerant dealer in secondhand clothing;
- (c) Purchase any article whatsoever from any minor;
- (d) Keep, maintain or conduct a place for the purchase, reception or keeping of stolen goods; or
- (e) Accept, receive, purchase or acquire any charred metal unless the permittee can demonstrate through receipts or other documentation approved by the Director that the material has come from a properly licensed company which has and uses processing equipment with the appropriate functioning emission control devices to remove coatings on the wire.

(Ord. No. 13-1321, 1-15-2014.)

Sec. 30-877. - Penalties.

- (a) Unless otherwise provided in this article, penalties imposed for violations of any provisions of this division shall be as provided in Section 30-213 of the County's Code.

- (b) The Director may inspect or cause the inspection of a recycling facility in order to determine compliance with this Division, a recycling facility permit and its conditions and other applicable laws and ordinances. The Director may issue an emergency cessation order in accordance with the provisions of Section 30-215 of the Code, and may require any such facility to be immediately closed and secured against entry upon discovery of (i) an imminent and substantial risk to the public health or safety or to the environment caused by the presence, treatment or storage of any recycling material, or other activity on the premises, in violation of this article, a recycling material facility permit or its conditions or the rules and regulations promulgated hereunder, or (ii) the facility being operated without a required permit. The Director may also issue a non-emergency cessation order in accordance with the provisions of Section 30-215 of the Code, if he or she determines that any person is violating any of the provisions of this article, but such violation does not pose an imminent and substantial risk to the public health or safety or to the environment.
- (c) If the Director determines that any activity regulated under this Division is proceeding in violation of provisions of same and such activity has created, or is creating an imminent and substantial risk to the public health or safety or to the environment, then the Director may issue an emergency abatement order or may abate the nuisance in accordance with the provisions of Section 30-215 of the Code.
- (d) If the Director determines that any activity regulated under this Division is proceeding in violation of any of the provisions of same but that such activity has not created, or is not creating an imminent and substantial risk to the public health or safety or to the environment, the Director may provide the property owner, contractor or any other person involved in the performance of the subject activity with written notice to abate the nuisance within a time frame prescribed by the Director. In the event that any person fails to abate such nuisance in accordance with the Director's notice to abate, then the Director may proceed to control, remove, dispose or otherwise abate the nuisance in accordance with the provisions of Section 30-215 of the Code.
- (e) In addition to any other penalties imposed by the Department, the Department shall be entitled to recover a penalty or cost as provided in Section 30-215 of this Code.
- (f) Violations pursuant to this Article may be adjudicated pursuant to Chapter 2, Administration, Article IX, Administrative Hearings, of this Code.

(Ord. No. 13-1321, 1-15-2014.)

Secs. 30-878—30-900. - Reserved.

**GR-03 Cook County - Asbestos Demolition Policy 01-29-16**

**ARTICLE VI. - ASBESTOS AND RELATED SUBSTANCES**

**Sec. 30-541. - Definitions.**

The following words, terms and phrases, when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adequately Wet* means sufficiently mixed or penetrated with liquid to prevent the release of particulates. Upon inspection, water has visibly attached itself to the Asbestos-Containing Material (ACM).

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including, but not limited to, the stripping or removal of ACM from a structural component.

*Applicant* means the owner of a building or property who is required to obtain a permit under this Article and any agent of the owner who applies for said permit on behalf of the owner.

*Asbestos* means any fiber or any mixture containing fiber of hydrated silicate mineral, which, on the basis of its crystalline structure, falls into one of two categories:

- (1) Pyroxenes (chrysotile fiber);
- (2) Amphiboles (crocidolite, amosite, tremolite, actinolite or anthophyllite fiber).

*Asbestos-containing material (ACM)* means any material containing more than one percent asbestos as determined using the method specified in EPA regulations Appendix E, Subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy.

*Asbestos Abatement Contractor* means any Person, firm or corporation engaged in asbestos removal and abatement activities in Cook County, outside of the limits of the City of Chicago.

*Certificate of Registration* means the physical documentation issued by the Cook County Department of Environmental Control.

*Commercial activity* means any activity done for hire or having financial profit as a primary aim.

*Cutting* means to penetrate with a sharp-edged instrument and includes sawing, shearing, slicing, or punching.

*Debris* means asbestos-containing waste produced by the demolition of a structure.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* means the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Department* means the Cook County Department of Environmental Control.

*Director* means the Director of the Cook County Department of Environmental Control.

*Engage in Asbestos Abatement Activity* shall refer to those activities provided in Sections 30-541 through 30-550 of the Ordinances of Cook County.

*Federal, State, or Local Regulations* means a law, administrative rule, or regulation of the federal government, any state in the United States of America, or any unit of local government, including, but not limited to, cities, counties, municipalities, or townships.

*Permit Holder* means the person who has received a permit under this Article VI.

*Person or Persons* means any individual, corporation, partnership, joint venture, trust, association, limited liability company, sole proprietorship or other legal entity.

*Project* means any activity which requires an application for any permit required by this Article VI.

*Spraying* means the pneumatic application of material used for fireproofing or insulation.

*Strip* means to take off ACM from any part of a structure or structural components.

*Structure* means any building, or part thereof, enclosing any occupancy including residential, institutional, assembly, business, mercantile, industrial, storage, hazardous and miscellaneous uses. When separated by fire walls, each unit so separated shall be deemed a separate structure.

*Structural component* means any pipe, duct, boiler, tank, reactor, turbine, or furnace at or in a structure, or any structural member of the structure.

*Structural member* means any vertical or horizontal load-bearing member of a structure which supports dead or live loads in addition to its own weight and includes, but is not limited to, a foundation, an exterior or interior load-bearing wall, a column, a column beam, a floor, and a roof structure.

*Waste* means any asbestos-containing matter which has been or is intended to be discarded.

(Code 1980, § 16-10.1; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642; Ord. No. 11-O-100, 11-15-2011; Ord. No. 12-O-36, 7-24-2012.)

Sec. 30-542. - General requirements.

- (a) *Restrictions on activities involving discharge of asbestos into air.* After April 1, 1978, no commercial activity not otherwise hereinafter prohibited, involving the potential discharge of visible amounts of asbestos fiber or asbestos-containing materials into the ambient air from the construction, alteration, repair or demolition of a structure or



structural component from the processing or manufacturing of asbestos-containing products, shall be conducted unless the person or entity in charge of such activity complies with the following regulations:

- (1) Personnel shall be designated to exercise full-time supervisory authority over all aspects of the activity from which the release of asbestos fiber into the environment could result, in such a manner as to insure compliance with the pertinent asbestos control regulations.
  - (2) Each employee engaged in such activity shall complete a course of instruction on the potential hazards of exposure to asbestos fiber, including the precautions that must be observed to prevent or restrict the dispersion of asbestos fiber into the environment.
  - (3) Facilities shall be provided and procedures instituted and supervised that prevent the removal from the site of visible amounts of asbestos-containing material on the clothing of the employees.
  - (4) Asbestos-containing wastes shall be immediately vacuumed or otherwise collected where vacuuming is impossible and shall be placed in a container resistant to tearing or breaking under normal handling conditions, which shall be tightly sealed and clearly marked as containing asbestos waste. Such waste material or container shall be disposed of by burial at a sanitary landfill.
  - (5) Air monitoring reports or air clearance reports, when required to be done by 40 CFR 763, Subpart G, and Waste Manifests are required to be submitted to the Cook County Department of Environmental Control within 60 business days of the expiration of the asbestos removal permit.
- (b) *Permit required for manufacture of asbestos-containing products.* After April 1, 1978, the manufacturing or processing of asbestos-containing products is prohibited, unless the person or entity in charge of such activity has obtained a permit from the Director. Before obtaining such permit, the applicant shall demonstrate compliance with this section and such additional standards as are hereinafter specifically required.
- (c) *Cutting, trimming, fitting or stripping of asbestos-containing material.*
- (1) The cutting, trimming, fitting or stripping of asbestos-containing material in the construction, alteration or repair of a structure or structural component which is done at the site of such structure in an area open to the atmosphere shall be conducted within a special enclosure designed to preclude the escape of asbestos fiber from the immediate area of such enclosure.
  - (2) The mechanical exhaustion of dust from such enclosure to the ambient air is prohibited unless such exhaust system is equipped with a properly sized fabric filter for dust collection or an equivalent device as approved by the agency.
- (d) *Asbestos-containing material applied in construction, alteration or repair of structure or structural component.* Asbestos-containing material applied in the construction, alteration or repair of a structure or structural component shall be coated with a sealant, provided with a cover or installed in some other manner so as to preclude emission of the asbestos-containing material to the circulating air. Any plenum or other structure coated with or containing asbestos-containing insulation and used in the circulation of air in a building shall be thoroughly cleaned of all debris and waste insulation.
- (e) *[Proper removal of asbestos-containing debris from point of discharge.]* Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets; debris shall be adequately wetted to preclude dust dispersion at the point of discharge.
- (f) *[Final transportation and disposal of asbestos-containing debris.]* All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such asbestos-containing waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.
- (g) *Standard for demolition, alteration or repair of asbestos-containing structures or structural component.*
- (1) Contractor certification and performance.
    - a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof

that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.

- b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
  - c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.
- (h) *Permit required; fees.*
- (1) A demolition permit shall be obtained from the Director prior to any demolition of any structure as set out in Section 30-961 [et seq.]. The permit fees for demolition of structures on a property that is zoned as residential, commercial or industrial shall be as set out in Section 32-1.
  - (2) An asbestos removal permit shall be required for all demolition, alteration or repair of any asbestos-containing structure or structural component in addition to a demolition permit, if required by Section 30-961 [et seq.] and shall be obtained prior to the start of a project. Application for this permit must be submitted no less than ten business days prior to the start of the project. This permit is valid for 30 days after issuance and the contractor may not be off-site for more than ten consecutive days during the permitted time. The permit fee for asbestos removal shall be as set out in Section 32-1. Inspection fee shall not be applicable to structures used primarily as a domestic residence.
  - (3) Any of the permits may be revised up to six times before a new permit is required. Each time a permit is revised, (including, but not limited to, date revisions) a revision fee will be required in the amount set out in Section 32-1.
  - (4) No demolition permit shall be issued unless the applicant has submitted all information required by Sections 30-961 through 30-967.
  - (5) An application for an asbestos removal permit may be submitted less than the required ten business days' time period in cases where the public safety is at risk. In such cases, the applicant must submit a letter explaining the nature of the public safety risk, a completed application and copies of the check for the permit and variance filing fees, as set out in Section 32-1 via email or facsimile.
- (i) *Operations and maintenance asbestos removal permit; fees .*
- (1) An Operations and Maintenance Asbestos Removal Permit is available for large commercial and industrial sites, healthcare facilities and schools with ongoing asbestos mitigation projects. Permit Filing Fees shall be as set out in Section 32-1.
  - (2) To obtain an Operations and Maintenance Asbestos Removal Permit, an applicant must submit a written request to the Director or his or her designee no less than 15 calendar days prior to the scheduled start of the asbestos renovation project. This request shall include, but not be limited to, a completed Cook County notification form, an explanation of the unique circumstances involved in the project, schematic drawings and blueprints (when available) of the structure and a filing fee as set out in Section 32-1.
  - (3) Issuance of an Operations and Maintenance Asbestos Removal Permit is subject to departmental approval. The Department shall issue a written response to the petitioner. The Department's decision is final. If the request is denied, the filing fee will be returned.
  - (4) An Operations and Maintenance Asbestos Removal Permit is applicable for one building, regardless of connecting enclosed walkways or underground tunnels. A separate request must be filed for each freestanding structure on the premises or campus.
  - (5) An Operations and Maintenance Asbestos Removal Permit is nontransferable to a new person, or different location.
  - (6) An Operations and Maintenance Asbestos Removal Permit is valid for one calendar year, beginning on January 1 of each year. The permit holder may use the permit at any time during the year, until the expiration of the permit on December 31 of each year. Upon expiration of an existing permit, the permit holder may reapply for a new permit for the project.

- (7) An Operations and Maintenance Asbestos Removal Permit requires notification of the Department by email or fax transmission prior to starting each removal episode. The notice must include the location within the building where work is to be performed, onsite contact information and the anticipated work hours. Within 48 hours of each episode's completion, the permit holder must submit a written summary of the episode.
- (8) The permit holder shall submit to the Department a chronological summary of the project and payment made based on the required inspectional fees as set out in Section 32-1. Healthcare facilities and schools shall submit a project summary and inspection fee payment every six months. Commercial and industrial facilities shall submit a project summary and inspection fee payment every quarter.

(Code 1980, § 16-10.2; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642; Ord. No. 12-O-36, 7-24-2012.)

Sec. 30-543. - Fibrous material restrictions.

- (a) *Spraying of asbestos-containing material prohibited.* The spraying of asbestos-containing material is prohibited after April 1, 1978.
- (b) *Procedure for spraying nonasbestos fibrous material.* Nonasbestos fibrous matter shall not be sprayed in an area open to the atmosphere, unless the following procedures are taken:
  - (1) The entire floor or area to be sprayed shall be enclosed with plastic-coated tarpaulins in a manner which shall preclude the escape of fiber-containing material from the enclosure. All interior open areas such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the enclosure. All interior open areas such as elevator shafts and stairwells shall be enclosed in a manner which shall prevent the escape of fiber-containing material from the working area.
  - (2) The entire sprayed area, all ledges and surfaces, including tarpaulins within the enclosure, shall be thoroughly vacuumed upon completion of the spraying operation and immediately before the enclosure is dismantled.
- (c) *Visible emissions of fiber-containing material considered violation.* Compliance with Subsections 30-542(c) and 30-543(b) notwithstanding, visible emissions of fiber-containing material in an area open to the atmosphere shall be considered a violation.

(Code 1980, § 16-10.3; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642; Ord. No. 12-O-36, 7-24-2012.)

Sec. 30-544. - Demolition of asbestos-containing structure.

- (a) *Procedure for demolition of asbestos-containing structure.* Where the risk of public exposure to asbestos fiber from the dislodging of asbestos-containing materials is present, no demolition of a structure shall be initiated unless all safeguards necessary and practicable to reduce the emission of dust are taken. Such procedures shall include, but are not necessarily limited to:
  - (1) Boilers and pipes and steel members insulated or fireproofed with asbestos-containing material shall be adequately wetted and stripped before toppling of walls is begun. This procedure shall be followed, where practicable, as to all other asbestos-lined surfaces. Such asbestos-containing waste shall be immediately bagged and disposed of in accordance with Section 30-542(a)(4).
  - (2) When demolition by toppling occurs, such reasonable enclosure for dust emission control as is compatible with the character of the structure shall be employed.
  - (3) Before the demolition or toppling of any section or wall of the structure, adequate wetting to suppress the dust shall be employed.
  - (4) Asbestos-containing debris shall not be dropped or thrown from any floor but shall be transported by dust-tight chutes or buckets shall be adequately wetted to preclude dust dispersion at the point of discharge.
  - (5) All asbestos-containing debris shall be adequately wetted before loading into trucks, other vehicles or containers. During transport such waste shall be enclosed or covered so as to prevent dust dispersion. Asbestos-containing debris shall be disposed by burial at a sanitary landfill.

(b) *Standard for demolition of structures.*

(1) *Contractor certification and performance.*

- a. Any person engaged in the commercial activity of construction, demolition, alteration or repair of a structure for which has been determined asbestos-containing material is present must present proof that the person possesses a valid license issued pursuant to the Asbestos Abatement Act (105 ILCS 105/1 et seq.) to the Department.
- b. Any person engaged in asbestos removal activity shall be obligated to notify the Department and comply in the same manner as required in 40 CFR 61.141, 40 CFR 61.145 and 40 CFR 61.150.
- c. Any person engaged in the commercial activity of asbestos removal shall comply with Illinois Pollution Control Board Regulations Asbestos 35 Ill. Admin. Code 228.

(Code 1980, § 16-10.4; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642; Ord. No. 91-O-61, § 10.4-3, 10-21-1991; Ord. No. 92-O-06, § 10.4-3b, 12-11-1991; Ord. No. 93-O-23, § 10.4-2b, 6-22-1993; Ord. No. 11-O-99, 11-15-2011; Ord. No. 12-O-36, 7-24-2012.)

Sec. 30-545. - Sampling and counting of particulate matter from manufacture of asbestos-containing product.

After April 1, 1978, a factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall discharge no visible emission of particulate matter from such manufacturing or processing into the ambient air and shall emit no concentrations of asbestos fiber into the ambient air in excess of two fibers per cubic centimeter of air.

- (1) Sampling of emissions shall be by the membrane filter method and according to the procedures recommended in the ASME Power Test Code 27-1957, or other procedures generally accepted by persons knowledgeable in the state of the art.
- (2) Counting shall be according to the procedure outlined in Edwards, G. H. and Lynch, J. R., "The Method Used by the U.S. Public Health Service for Enumeration of Asbestos Dust on Membrane Filters," Ann. Occupational Hyg. (Oxford) 11 (1): 1-6 Jan. '68; with 20 fields per sample, counted at random using phase contrast microscopy at 430x magnification and counting only fibers 5 microns or greater in length, with a length to breadth ratio of three to one or greater.

(Code 1980, § 16-10.5-1; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642.)

Sec. 30-546. - Controlling asbestos-handling facilities.

Any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall control all asbestos-handling facilities so that exhaust air can be ducted through necessary air pollution control equipment and samples taken of the gases which are emitted into the ambient air.

(Code 1980, § 16-10.5-2; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642.)

Sec. 30-547. - Inspection.

- (a) Any factory, plant or enterprise for which a permit is sought or has been granted pursuant to Section 30-542(b) shall be subject to inspection by the Department at any reasonable time, without prior notice.
- (b) In the event the Department inspects a worksite where Asbestos Abatement Activity is taking place, the Asbestos Abatement Contractor must cooperate with the Department's attempts to monitor activity to ensure that safety concerns are appropriately addressed. Upon request, the Asbestos Abatement Contractor will be required to produce required information, including, but not limited to, the following:
  - (1) A copy of the Certificate of Registration; and
  - (2) Documentation verifying that all employees at that worksite have the appropriate licensure through the Illinois Department of Public Health, if licensure is required.

(Code 1980, § 16-10.5-3; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642; Ord. No. 11-O-100, 11-15-2011; Ord. No. 12-O-36, 7-24-2012.)

Sec. 30-548. - Sampling.

At a frequency to be determined by the Agency, any factory, plant or enterprise which engages in the processing or manufacturing of any asbestos-containing product shall sample the exhaust from such factory, plant or enterprise and submit the emission data to the Agency.

(Code 1980, § 16-10.5-4; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642.)

Sec. 30-549. - Transporting.

No product which may emit asbestos fiber during its transportation shall be transported unless such product be enclosed so as to preclude the emission of asbestos fiber into ambient air.

(Code 1980, § 16-10.5-5; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642.)

Sec. 30-550. - Violation.

Notwithstanding compliance with Section 30-549, the visible emission of particulate matter in the course of such transportation shall be considered a violation.

(Code 1980, § 16-10.5-6; Ord. of 4-30-1963; Ord. of 3-6-1978, p. 2642.)

Sec. 30-551. - Asbestos abatement contractor registration, registration fees and penalties.

- (a) In order to ensure that the health and safety of the public is protected from the harmful effects of exposure to asbestos materials caused by negligent or improper Asbestos Abatement Activities, all Asbestos Abatement Contractors doing business in Cook County outside the corporate limits of the City of Chicago must register with the Department of Environmental Control.
- (b) No Asbestos Abatement Contractor shall do business in Cook County outside of the corporate limits of the City of Chicago without having a currently valid Certificate of Registration issued by the Department.
- (c) The Department shall prepare and maintain a list of registered Asbestos Abatement Contractors, which list shall be made available upon request.
- (d) To obtain a Certificate of Registration, the Asbestos Abatement Contractor shall complete an application provided by the Department of Environmental Control. The application shall be returned to the Department, accompanied by a nonrefundable registration fee set forth in Section 32-1 of the Ordinances of Cook County.
- (e) The application shall require the following information:
  - (1) The Asbestos Abatement Contractor's name, mailing address, contact person, phone number, and e-mail address, together with its form of ownership. If a corporation, a copy of the corporation's last annual report filed with the Asbestos Abatement Contractor's state of incorporation. If the Asbestos Abatement Contractor is a corporation, partnership, or other firm, the substantial owners, as defined in Chapter 34, Article V, Section 34-367 of the Ordinances of Cook County, shall be identified.
  - (2) The Asbestos Abatement Contractor's license number issued by the State of Illinois Department of Public Health, the date of license expiration and a copy of said license.
  - (3) A list of all enforcement actions taken against the Asbestos Abatement Contractor in the preceding two years for alleged violations of Federal, State or Local Regulations pertaining to the handling, removal or disposal of asbestos-containing materials, including information about the alleged violations charged and the disposition.
  - (4) The number of years the Person has been doing business as an Asbestos Abatement Contractor.

- (5) A list of supervisors employed by the Asbestos Abatement Contractor who are licensed by the Illinois Department of Public Health.
  - (6) A list of asbestos-containing material removal and abatement techniques that have previously been employed by the Asbestos Abatement Contractor.
  - (7) A list of the names and addresses of waste disposal sites and waste haulers primarily used by the Asbestos Abatement Contractor.
  - (8) Certification by the Asbestos Abatement Contractor that all information furnished to the Department is true and accurate.
  - (9) Other information as required by the Department.
- (f) The application shall require the Asbestos Abatement Contractor to certify compliance with all Cook County ordinances, including, but not limited to, the following:
- (1) Chapter 30, Environment;
  - (2) Chapter 34, Article V, Child Support Payments;
  - (3) Chapter 38, Article III, Public Health and Private Nuisances;
  - (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
  - (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
  - (6) Chapter 74, Taxation; or
  - (7) The Cook County Zoning Ordinance.
- (g) The Director shall determine whether the applicant satisfies the requirements to be registered as an Asbestos Abatement Contractor. Upon approval of the application, the Department shall issue a Certificate of Registration to the asbestos removal contractor. Such Certificate of Registration shall expire two years following its date of issuance, and shall be renewable.
- (h) The Asbestos Abatement Contractor is required to notify the Department of any material changes to the registration requirements set forth in Section 30-551(e). The Director of the Department may revoke the registration if the Asbestos Abatement Contractor fails to notify the Department of any material changes to the registration requirements identified in Section 30-551(e).
- (i) The Director shall have the authority to deny an application for a Certificate of Registration. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The Director may deny issuance of a Certificate of Registration to any Asbestos Abatement Contractor where any one of the following conditions exist:
- (1) Failure to provide any of the required information on the application.
  - (2) Providing false information on the application.
  - (3) Outstanding violations, debts or penalties owed to Cook County for violation of any County ordinance, unless such violations, debts or penalties are being contested or appealed.
  - (4) Failure to have any required licensure by the Illinois Department of Public Health.
  - (5) Five or more administrative violations, three or more enforcement actions impacting public health in the two years preceding the date of application or a combined total of five administrative and enforcement actions in the two years preceding the date of application.
- (j) If one of the conditions listed in section (i) is found to exist prior to the expiration of the Certificate of Registration, the Director may revoke the registration after notifying the Asbestos Abatement Contractor of the violation via certified mail, of the decision. The contractor shall have ten days from the date of the Director's letter to make a

written request for an administrative hearing to contest the decision or to provide information to the Department that reaffirms that they remain in compliance with the requirements of the ordinance. The Asbestos Abatement Contractor may reapply for a Certificate of Registration after a period of 14 business days. Approval of the Certificate of Registration after a revocation shall be probationary for one year after issuance of the Certificate of Registration. Any additional violations during the one-year probation will result in the suspension of the Certificate of Registration for a period of no less than one month and no more than one year.

- (k) Any Certificate of Registration issued by the Department pursuant to this article may be renewed if the Asbestos Abatement Contractor submits a completed registration renewal application on a form provided by the Department, and makes payment of a renewal fee set by the Department, consistent with the provisions of Section 32-1 of the Ordinances of Cook County. Renewal of a Certificate of Registration may be withheld if the Director finds that evidence exists that renewal of the Certificate of Registration will present health and safety concerns for the public. The Director may refuse to renew a Certificate of Registration if any of the conditions identified in Section 30-551(i) exist. The Director shall provide written notice, via certified mail, of the decision to deny an Asbestos Abatement Contractor's Registration renewal. Any denial must be made in writing and include a statement of the public health or safety concern that was the basis of the denial. The applicant shall have 15 days from the date of the Director's letter to make a written request for an administrative hearing to contest the Director's decision.
- (l) If the Director denies an application for or revokes a Certificate of Registration or an application for renewal of a Certificate of Registration, the Director shall so notify the Asbestos Abatement Contractor in writing within 30 days of the decision, including a statement of the basis for the denial or revocation. The Asbestos Abatement Contractor shall be given the opportunity to contest the Director's action decision in a hearing as set forth in Article IX, Administrative Hearings, Section 2-901 et seq. of the Code of Ordinances. The Asbestos Abatement Contractor shall be given written notice at least seven days before the hearing is scheduled. The Department of Administrative Hearings shall make a final decision on granting the Certificate of Registration.
- (m) Any person that performs asbestos removal activity governed by this article without possessing a valid and current Certificate of Registration issued by the Department shall be subject to fines in accordance with the provisions of Section 30-213 of this article.
- (n) The Department shall maintain records of any instances of Asbestos Abatement Activity performed without a Certificate of Registration for five years from the date of the discovery of the nonauthorized activity and said records shall be considered when reviewing subsequent applications for registration.

(Ord. No. 11-O-100, 11-15-2011.)

Secs. 30-552—30-775. - Reserved.

#### **GR-04 Cook County – Demolition-Debris-Diversion-Ordinance July 23**

#### **ARTICLE X. - DEMOLITION DEBRIS DIVERSION**

Sec. 30-961. - Short title.

Sections 30-961 through 30-972 shall be known, and may be cited, as the "Cook County Demolition Debris Diversion Ordinance."

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-962. - Purpose and intent.

The purpose of this ordinance is to establish a program for recycling and salvaging of construction and demolition waste consistent with the Cook County Solid Waste Plan. This ordinance is intended to introduce reuse and recycling requirements that will help achieve Cook County's goal to:

- (1) Reduce the amount of construction and demolition waste generated at the source;

- (2) Regulate the salvage and transport of salvageable construction and demolition material and to prevent the improper disposal of construction and demolition debris within the County of Cook; and
- (3) Recover materials for the purpose of recycling and reuse that would otherwise be discarded and return them to the economy.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-963. - Findings.

(a) The County finds and determines that:

- (1) The County is committed to protecting the public health, safety, welfare and environment and in order to meet these commitments it is necessary that the County promote the reduction of solid waste and reduce the stream of solid waste going to landfills.
- (2) The debris generated in construction and demolition projects accounts for a significant portion of the materials disposed of in landfills and a large percentage of such debris is comprised of materials particularly suitable for recycling.
- (3) The reuse and recycling of certain portions of construction and demolition debris is essential to further the County's efforts to reduce solid waste.
- (4) Except in unusual circumstances, it is feasible to divert an average of at least 70 percent of all construction and demolition debris from construction and demolition projects.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-964. - Definitions.

*AHERA* means the Asbestos Hazard Emergency Response Act, 15 U.S.C. § 2641 et seq.

*Alteration* means any change, addition, or modification of a structure or one or more structural components in any way, including, but not limited to, the stripping or removal of ACM from a structure component.

*ASHARA* means the Asbestos School Hazard Abatement Reauthorization Act, 15 U.S.C. § 2641 et seq.

*Construction and Demolition Debris* ("C&D debris") means waste produced by the demolition or alteration of a structure. C&D debris may include, but is not limited to, bricks, concrete, masonry materials, soil, rock scrap, scrap metal, plaster, gypsum drywall, plumbing fixtures and piping, insulation, roofing shingles, other roof coverings, reclaimed or other asphalt pavement, glass, plastics, electrical wiring, corrugated cardboard, piping or metals incidental to any of those materials, landscape waste and wood, including painted, treated, coated wood, wood products, wall coverings, and incidental dirt, metal, mortar, gypsum, plasterboard, wood and sand that may be intermingled with reusable or recyclable demolition material generated from demolition activities.

*Deconstruction* means the process of systematically dismantling a structure in an environmentally, economically and socially responsible manner, aiming to maximize the recovery of materials for reuse and recycling.

*Demolition* means the deconstructing, destroying, razing, tearing down, alteration or wrecking of any structure or removal of any load-supporting structural member of a facility together with any related handling operations.

*Demolition Project* involves the demolition of any load-bearing or non-load-bearing building or portion of a building that may or may not contain ACM.

*Divert or Diversion* means to recycle or reuse demolition debris for any purpose other than disposal in a landfill, incineration facility.

*Facility* means an establishment that collects material, including construction and demolition debris, and either reprocesses or aggregates the material to be sold back into the market or serves as an intermediate or permanent site for disposal. Facilities include recycling establishments, building material reuse centers, transfer stations or landfills.



*Hauler* means an establishment that collects and transports material, including construction and demolition debris, from the original site of generation or intermediate site to another destination, such as a facility.

*Recycle or Recycling* means to set aside, handle, package or offer for collection residential, commercial, or industrial solid waste materials or by-products for the purpose of being reused or processed and then returned to the economic mainstream as useful products.

*Remodel or Renovation* means the altering of an existing building or structure, or any portion of its structural components or systems, including the stripping, removal or abatement of ACM from a building or structure. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

*Residential* means a structure that contains one or more dwelling units.

*Reuse* means recovering material for repeated use in the same form. This includes materials that are reused in the same location as they are generated.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-965. - Demolition debris diversion requirements.

- (a) Except as provided in Section 30-967, applications for a demolition permit will be subject to the following Demolition Debris Diversion Requirements:
- (1) Any residential building is subject to a minimum five percent by weight reuse requirement and a minimum total 70 percent by weight diversion requirement.
  - (2) Any nonresidential building is subject to a 70 percent by weight recycling requirement with reuse encouraged whenever possible.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-966. - Submission of demolition permit application.

- (a) To be issued a demolition permit, a demolition permit application, including an asbestos inspection report, completed to AHERA/ASHARA standards, conducted by an Illinois Department of Public Health certified building inspector, must be submitted no less than ten business days prior to the start of the demolition project, reviewed, and approved by the Director.
- (b) Application may include, but is not limited to, a Demolition Debris Diversion Plan, estimating the respectively required diversion goals as set out in Section 30-965 and the transport means and destinations of demolition debris. The Demolition Debris Diversion Plan shall include, but is not limited to, the Estimated Material Tracking Form and the Material Transport Form.
- (c) The Estimated Material Tracking Form shall require the following information:
- (1) The estimated quantity of each type of demolition debris and proposed means of diversion. The applicant shall list the types of demolition debris by material and the estimated amount of each type of demolition debris that will be reused or recycled. In estimating the weight of the demolition debris, the applicant shall use the conversion rates approved by the Director for this purpose.
  - (2) The estimated total weight of demolition debris generated by the project, which is calculated at the end of the Estimated Material Tracking Form.
  - (3) A list with the name and address of the hauler or haulers that will transport each type of the demolition debris and the name and address of the facility or facilities that will receive the demolition debris.
- (d) The application shall require certification of compliance with all Cook County ordinances, including, but not limited to, the following:
- (1) Chapter 30, Environment;
  - (2) Chapter 34, Article V, Child Support Payments;

- (3) Chapter 38, Article III, Public Health and Private Nuisances;
- (4) Chapter 58, Article III, Offenses Involving Public Safety, and Article IV, Offenses Involving Public Morals;
- (5) The Cook County Building Ordinance, adopted originally on March 11, 1949, as amended, and/or the Cook County Building Code;
- (6) Chapter 74, Taxation; or
- (7) The Cook County Zoning Ordinance.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-967. - Exceptions to the demolition debris diversion requirements.

- (a) The following structures will be exempt from the Demolition Debris Diversion Requirements of Section 30-965 but must still apply for Demolition Permit before commencing any demolition activity:
  - (1) Garages and sheds.
  - (2) Projects that are not demolishing any load-bearing walls.
- (b) In the event that the applicant believes that the diversion of all or some demolition debris is impossible or impracticable, the applicant shall submit written justification and supplemental documentation along with the application substantiating the reasons the project should be exempt from the diversion requirements or be subject to decreased diversion requirements [sic] should be decreased. As a result, the applicant shall be subject to a required site inspection by the Department to verify this claim.
- (c) The Director or his/her designee shall determine, in writing, whether any of the Demolition Debris Diversion Requirements shall be waived in whole or in part on the grounds of impracticability or impossibility.
- (d) If the Director or his/her designee declines to approve a Demolition Permit Application, he or she shall document in writing the basis of denial.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-968. - Submission of demolition debris diversion report.

- (a) Within ten days of the expiration of the demolition permit, the permit holder or his or her designee shall submit to the Department a Demolition Debris Diversion Report verifying that the Demolition Debris Diversion Requirements were met as set out in Section 30-965.
- (b) Applicants shall use a standard Demolition Debris Diversion Report provided by the Department.
- (c) The Demolition Debris Diversion Report shall include, but is not limited to, the Actual Tracking Form and the Material Transport Reports.
  - (1) The Actual Material Tracking Form shall contain the following information:
    - a. The weight of demolition debris that was diverted by type of material, diversion method, haulers that managed the debris, and facilities that received the debris.
    - b. The weight of demolition debris that was not diverted.
  - (2) Material Transport Reports shall be submitted to substantiate the Actual Material Tracking Form and shall contain the following information for each facility used:
    - a. A complete list of the types of demolition debris transported to each facility, including itemized weight for each type;
    - b. The total weight of demolition debris transported to each facility;
    - c. The final destination for the materials as managed by each facility;
    - d. Each facility's contact information; and

- e. Any barriers encountered that prohibited diversion of demolition debris.
- (3) Certification by the Demolition Contractor that all information furnished to the Department is true and accurate.
- (d) If the Demolition Debris Diversion Report shows that the project failed to meet the Demolition Debris Diversion Requirements as set out in Section 30-965, the applicant shall be in violation of this Ordinance and subject to the fines as specified in Section 30-972.
- (e) An applicant who fails to submit the required documentation as provided herein shall be subject to the full amount of the fines specified in Section 30-213 as if no amount of demolition debris was recycled or reused.
- (f) Any false statement, documentation or audit noncompliance shall result in fines and/or penalties pursuant to this Ordinance and/or the penalties specified in Section 30-972.
- (g) Notwithstanding the foregoing, where title to the property is transferred to a bona fide purchaser after the rehabilitation of the property, if an applicant is unavailable or refuses to provide the required documentation, the bona fide purchaser may obtain a certificate of occupancy by submitting a waiver application supported by an affidavit that the applicant is unavailable or refuses to provide the required documentation.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-969. - Exceptions to the demolition debris diversion report.

- (a) In the event that the applicant was unable to divert the amount of demolition debris as required by Section 30-965, the applicant shall submit written justification and supplemental documentation along with the Demolition Debris Diversion Report substantiating the reasons it was impossible or impracticable for the project to achieve its estimated diversion goals.
- (b) The Director shall consider this documentation to determine whether the applicant has violated the reporting requirements as set out in Section 30-968.
- (c) If the Director finds that the applicant has not submitted sufficient written justification and supplemental documentation to justify the impossibility or impracticability to meet this requirement, the Director shall make a written finding that the Applicant has violated the provisions of this Article and state the basis for that finding in writing.
- (d) If the project has been exempt from meeting the Demolition Debris Diversion Requirements as set out in Section 30-967, the project shall be exempt from submitting a Demolition Debris Diversion Report. If a project has been issued a Demolition Permit with Demolition Debris Diversion Requirements lower than set out in Section 30-965, the project is still required to submit a Demolition Debris Diversion Report.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-970. - County's right to monitor and inspect.

- (a) The Director or his/her designee may inspect and monitor all demolition projects to determine actual levels of demolition debris diversion and to validate the information provided in the Demolition Debris Diversion Plan and the Demolition Debris Diversion Report.
- (b) An applicant shall retain the receipts or weight tickets for the quantities of materials reused, recycled and landfilled as indicated in the Demolition Debris Diversion Report for at least three years after the demolition is complete.
- (c) Site inspections by the Department may occur during demolition activity to verify proper siting and material handling procedures are being followed in compliance with all applicable sections of the Cook County Code.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-971. - Rulemaking.

The Department shall prescribe reasonable rules, definitions, and regulations necessary to carry out the duties imposed upon it by this Ordinance.

(Ord. No. 12-O-37, 7-24-2012.)

Sec. 30-972. - Penalties.

- (a) A permit holder is in violation of this Cook County Demolition Debris Diversion Ordinance by:
- (1) Failing to submit a Demolition Debris Diversion Report;
  - (2) Failing to timely file a required Demolition Debris Diversion Report;
  - (3) Failing to complete a Demolition Debris Diversion Report to a satisfactory degree, which includes submitting inaccurate, incomplete, inconsistent, or illegible information;
  - (4) Failing to maintain records required by this Article;
  - (5) Failing to divert demolition debris as required by Section 30-965;
  - (6) Violating any other portion of the Cook County Demolition Debris Diversion Ordinance.
- (b) With respect to violating this Ordinance, a full list of penalties and fines are listed in Section 30-213.
- (c) Criminal prosecutions pursuant to this Ordinance shall in no way bar the right of Cook County to institute civil proceedings to recover fines, interest and costs incurred for such proceedings. Civil penalties and interest assessed pursuant to this Ordinance shall be computed at the rate provided by the Cook County Uniform Penalty, Interest and Procedures Ordinance.

(Ord. No. 12-O-37, 7-24-2012.)

**GR-05 REQUIREMENTS FOR WORK AT THE COOK COUNTY DEPARTMENT OF CORRECTIONS**

TABLE OF CONTENTS		
	SUMMARY	GR-44
I.	POLICY	
	A. COMPLIANCE WITH REGULATIONS AND PROCEDURES	GR-44
	B. NONCOMPLIANCE	GR-45
II.	SECURITY	
	A. CONSTRUCTION, TOOL & EQUIPMENT PROGRAMS	GR-45
	B. CONSTRUCTION BARRIERS	GR-45
	C. PROHIBITIONS	GR-46
	D. INSPECTIONS AND SEARCHES	GR-46
III.	VEHICLES, PARKING, MOTORIZED CONSTRUCTION EQUIPMENT	
	A. A PARKING: VEHICLES, TRAILERS, STORAGE CONTAINERS	GR-46
	B. MOTORIZED VEHICLES CONSTRUCTION EQUIPMENT	GR-47
IV.	TRANSPORTATION AND DELIVERIES TO THE JOB SITE	
	A. CHECKPOINTS	CR-47
	B. DELIVERIES	CR-47
V.	WORK AREA ACCESS/CONDITIONS	
	A. WORK AREA ACCESS	CR-47
	B. COMMUNICATION	CR-47
	C. CONDITIONS	CR-47
VI.	IDENTIFICATION BADGES	
	A. GENERAL REQUIREMENTS	GR-48
	B. HIGH SECURITY AREA ID REQUIREMENTS	GR-48
VII.	TOOLS	
	A. GENERAL REQUIREMENTS	GR-49
	B. DEFINITIONS	GR-49
	C. TOOL INVENTORY CONTROL & AUDITS	GR-49
	D. STORAGE OF TOOLS & LOSS OF TOOLS	GR-49
	E. FLAMMABLE, POISONOUS, HAZARDOUS MATERIALS	GR-50
VIII.	NON-EMPLOYEE IDENTIFICATION PROCEDURE	GR-51

**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.

**I. 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.

**II. 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.
  - 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.

#### 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.

### III. 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 offsite 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.

**IV. 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.
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.

**V. WORK AREA ACCESS/CONDITIONS**

**A. WORK AREA ACCESS**

1. The General Contractor shall not to 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.
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 workers start date.

## VII. TOOLS

### A. GENERAL REQUIREMENTS

1. 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.
2. 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.

VIII. Non-Employee Identification Procedure

See attached

## Non-Employee Identification Procedure

### 200.1 PURPOSE AND SCOPE

This procedure provides guidelines for the issuance of identification to non-employees. It is necessary that individuals who enter the facility and the agency represented, understand the rules and security requirements of the Cook County Department of Corrections (CCDOC).

#### 200.1.1 DEFINITIONS

For the purposes of this policy, the following definitions shall apply:

**Non-Employee Identification** – An issued photo identification for any person who is not employed by the Cook County Sheriff's Office (CCSO) (e.g., contractors, volunteers, vendors, church groups, diplomats, other non-employees), and color-coded to signify authorization to access CCDOC non-public areas, valid for the specified time period only.

**Agency**- A business, organization or government agency providing a particular service to include, but not limited to, not-for-profit organizations, church groups, volunteers, vendors and other contractors.

**Sponsor** – An appointed CCSO member responsible for initiating the non-employee identification application process. The sponsor also acts as a liaison between the agency and the CCDOC (e.g., Facilities Coordinator for Department of Facilities Management, Executive Office for Cermak Health Services).

### 200.2 POLICY

The CCDOC will uphold the safety and security of the facility by conducting a comprehensive criminal background check for each individual entering the CCDOC facility. The CCDOC Executive Director and/or the Chief of Staff/Chief of Operations will have the authority to grant immediate and/or special access, and give final determination on appeals. The CCDOC reserves the right to revoke non-employee identification at any time.

### 200.3 RESPONSIBILITIES

#### 200.3.1 SPONSORS

- (a) The department head shall assign a sponsor who shall be responsible for meeting with applicants and the agency, when practicable.
- (b) The sponsor shall provide the agency with the Agency Agreement Form and once completed, submit the form to the Credentials Unit to retain in the agency's file.
- (c) For new non-employee identification or renewal, the sponsor shall forward the following information to the Executive Office:
  1. Applicants name;
  2. Agency;
  3. Access level (locations);

# Cook County Department of Corrections

## Non-Employee Identification Procedure

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4. Expiration date (e.g., default one year, two years maximum); and
  5. Application
- (d) Once approved the information shall be forwarded to the Credentials Unit via email to [CCSO.Credentials@cookcountyil.gov](mailto:CCSO.Credentials@cookcountyil.gov) prior to the applicants scheduled arrival.
  - (e) If an applicant is denied, the sponsor may appeal the denial decision, in writing, within five days. The sponsor shall forward all appeals to the Chief of Operations or the authorized designee for an evaluation and determination if access will be granted or the decision to deny is upheld.
  - (f) When notified of a change in status of an applicant/non-employee, the sponsor shall provide immediate notification to the Credentials Unit and the Executive Director's Office, and when practicable, collect the identification from the non-employee.
  - (g) The sponsor shall, when practicable, notify the appropriate agency of any reports of prohibited activity by the non-employee.
    1. If a non-employee's identification has been revoked based on the criteria included in the Application Denial/Revocation Criteria Form, the sponsor shall notify the non-employee and the agency he/she represents and the Credentials Unit.
  - (h) The sponsor shall submit any equipment request received from the applicant to the CCDOC Executive Director's Office and notify the applicant if approved or denied.

### 200.3.2 APPLICANT

- (a) The applicant can obtain a non-employee identification by presenting an application to the Credentials Unit, upon approval from the sponsor.
- (b) The applicant must be at least 18 years of age to submit an application to the Credentials Unit.
- (c) The applicant may not submit an application to represent more than one agency unless authorized by the Chief of Operations.
- (d) The applicant shall ensure the application, including all required documents, contains accurate information, and is completed and signed.
- (e) If after receipt of the non-employee identification, the non-employee does not report for three consecutive months with no contact with the sponsor, the identification will be revoked by the sponsor, unless a valid reason is provided.
- (f) An applicant shall submit all equipment requests (e.g. tools, electronic devices) to the sponsor with a copy of the non-employee identification.
- (g) The applicant shall only use a non-employee identification to represent the agency indicated on the application.
- (h) Upon expiration of the applicant's non-employee identification, applicant shall return the non-employee identification to the Credentials Unit within 10 days of expiration.

# Cook County Department of Corrections

## Non-Employee Identification Procedure

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### 200.3.3 CREDENTIALS UNIT

The Credentials Unit shall process the application, conduct a comprehensive criminal background check, fingerprint and create a photo identification for the applicant.

If an applicant's eligibility is unclear and/or denied as a result of the criminal background inquiry, the Credentials Unit shall notify the applicant that his/her request cannot be processed at this time. The Credential Unit shall also notify the sponsor, the Chief of Operations, and the Correctional Information and Investigations Division (CIID) and give reason for denial.

The Credentials Unit shall also notify the Chief of Operations or the authorized designee and the Correctional Information and Investigations Division (CIID) when a non-employee's identification has been revoked based on the criteria included in the Application Denial/Revocation Criteria Form.

### 200.4 IMMEDIATE AND/OR DAILY ACCESS

Certain situations may require prompt and/or daily access to the CCDOC, including but not limited to:

- (a) Emergency repairs;
- (b) Replacement, back-up, or substitute individuals (e.g., regular speaker, teacher, repairman);
- (c) Media events;
- (d) Preplanned tours;
- (e) Preplanned meetings; or
- (f) Program events.

In these situations, the Credentials Unit shall follow the process for new/renewal applicants. The Credentials Unit will obtain a copy of current driver's license or state identification, excluding the fingerprint requirement.

Each individual granted such access shall be escorted at all times inside CCDOC non-public areas by the sponsor or the authorized designee.

### 200.5 LOST/STOLEN/DAMAGED CREDENTIALS

In the event of a lost or stolen non-employee identification, regardless of validity, the non-employee shall:

- (a) File a report with a law enforcement agency in the jurisdiction in which the identification was lost and obtain a copy of the report. Reports should contain a report number and a narrative to be accepted; and
- (b) Complete a memorandum and submit a copy of the report to the sponsor.
- (c) Once approved, a payment is required by certified check or money order for the replacement cost of the identification. Current replacement cost is \$20.00.

The sponsor shall submit both the memorandum and the report to the Credentials Unit and the Chief of Operations or the authorized designee for approval of a replacement identification.

# Cook County Department of Corrections

## *Non-Employee Identification Procedure*

---

Any non-employee has the duty to return any found identification to the Credentials Unit without delay. A non-employee who locates a lost/stolen identification within 24 hours of being issued a replacement identification must make prompt notification to the Credentials Unit and return any issued identification to recover the replacement cost. Any non-employee identification that is found at a later date shall be returned to the Credentials Unit; the replacement cost will not be reimbursed to the affected non-employee.

In the event an identification is damaged, the non-employee shall make notification to the sponsor through a memorandum. Upon approval from the sponsor, the non-employee shall surrender the damaged identification to the Credentials Unit for a replacement at a fee.

# CONTRABAND

It is a criminal offense to bring contraband into a penal institution. Visitors who bring, attempt to bring or leave an item of contraband in the Cook County Department of Corrections (CCDOC) shall be charged criminally with "Bringing Contraband into a Penal Institution," 720 ILCS 5/31 A.1. The CCDOC has determined contraband to be, but not limited to, the following items:

1. Weapons, explosive devices, ammunition or any item that could cause great bodily harm (*e.g., TASERs, stun guns, firearms, grenades, bombshells*)
2. Knives of any kind
3. Imitation weapons, explosive devices, or any item construed or shaped as a weapon
4. Toxic, hazardous materials or chemicals of any type (*e.g., flammable or combustible liquids, oil*)
5. All tools except those authorized for use by the CCDOC
6. Insecticide, pesticide or herbicide
7. Non-plastic eating utensils
8. Wire, wire rope, rope, string or twine
9. Razors or razor blades
10. Dental floss
11. Aerosol cans
12. Steel, aluminum, aluminum foil, tin, or other metal object
13. Wax, clay or any substance that could be used as a "mold"
14. Glass or glass objects (*other than prescription lenses*)
15. Glue, adhesive or masking tape
16. Intoxicants or alcoholic beverages, ingredients, formulas, or instructions that are used to make intoxicants or alcohol (*e.g., distilled spirits, beer, wine.*)
17. Illegal drugs or drug paraphernalia
18. Hypodermic needles or syringes (*unless accompanied by a prescription*)
19. Plastic or metal instrument modified for use other than its intended purpose
20. Maps or travel tickets (*e.g., airline, train, bus*)
21. Flowers (dried or fresh), weeds or foliage
22. Nail files or nail clippers
23. Scissors unless authorized by the CCDOC
24. Paper clips unless authorized by the CCDOC
25. Chewing gum
26. Electronic cigarettes, cigarettes, cigars or any tobacco product (*e.g., rolling paper, loose tobacco*)
27. Incendiary devices (*e.g., lighters, matches*)
28. Radios or video recording devices
29. Recording or pre-recorded audio or video magnetic tapes (*e.g., CDs, DVDs*)
30. Televisions unless authorized by the CCDOC
31. Pagers unless authorized by the CCDOC
32. Paint
33. Gambling devices (*e.g., dice, poker chips*)
34. Mirrors
35. Electronic devices, including cellular phones and technical manuals unless authorized by the Executive Director
36. Computers and equipment unless authorized for use by the Executive Director (*e.g., CDs, DVDs, storage drives, flash drives, memory cards, monitors, keyboards, mice, cables, software, manuals*)
37. Cameras and equipment unless authorized by the Executive Director (*e.g., memory cards, cables, software*)
38. Food preparation equipment unless authorized by the Executive Director (*e.g., coffee makers, hot plates*)
39. Books, magazines, newspapers or pornographic/nude materials, unless authorized by the CCDOC
40. Wearable electronic devices including smart watches





**COOK COUNTY SHERIFF'S OFFICE  
BUREAU OF HUMAN RESOURCES  
APPLICATION FOR NON-EMPLOYEE IDENTIFICATION**

***TO BE COMPLETED IN BLACK INK ONLY***

APPLICANT INFORMATION				
TYPE OF REQUEST				
<input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL <input type="checkbox"/> LOST/THEFT <input type="checkbox"/> DAMAGED <input type="checkbox"/> CLINICAL ROTATION <input type="checkbox"/> TEMPORARY – UNDER 30 DAYS				
APPLICANT'S NAME		DATE OF BIRTH	SOCIAL SECURITY NUMBER	
ADDRESS(INCLUDE STREET, CITY, STATE, ZIP CODE)				
HOME PHONE		WORK PHONE	CELL PHONE	
HEIGHT	WEIGHT	HAIR COLOR	EYE COLOR	
DRIVER'S LICENSE #/STATE IDENTIFICATION #			EMAIL	
A PHOTO COPY OF A VALID DRIVER'S LICENSE OR STATE ID IS REQUIRED AND MUST ACCOMPANY THE REQUEST FOR ISSUANCE OF A DEPARTMENTAL ID CARD				
EMERGENCY CONTACT				
NAME		RELATIONSHIP TO APPLICANT		
ADDRESS		EMERGENCY CONTACT NUMBER		
VOLUNTEER/AGENCY INFORMATION				
VOLUNTEER/AGENCY NAME		AGENCY SUPERVISOR/SPONSOR NAME		
PROJECT (IF APPLICABLE)	POSITION TITLE		IMMEDIATE SUPERVISOR	
ANTICIPATED DATES OF EMPLOYMENT FOR CONTRACTORS, INTERNS, CLINICAL ROTATION, ETC.:    START DATE: _____    END DATE: _____				
CRIMINAL/CIVIL HISTORY (If YES, to any of the below questions, explain on back)				
HAVE YOU EVER BEEN ARRESTED?		HAVE YOU EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?		
<input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, Date(s): _____		<input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, Date(s): _____		
DO YOU HAVE A CIVIL CASE PENDING OR ADJUDICATED AGAINST YOU, INCLUDING ANY CIVIL-NO-CONTACT ORDERS?		DO YOU HAVE A CRIMINAL CASE PENDING AGAINST YOU?		
<input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, Date(s): _____		<input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, Date(s): _____		
DO YOU HAVE A FRIEND/FAMILY MEMBER IN CUSTODY		HAVE YOU EVER VISITED AN INMATE IN CCDOC OR ANY OTHER INSTITUTIONS		
<input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, Location(s): _____		<input type="checkbox"/> YES <input type="checkbox"/> NO    If YES, Date(s): _____		
<b>By signing below, I certify that:</b>				
_____	1. The Cook County Sheriff's Office Code of Conduct Agreement has been read and is understood.			
Initials				
_____	2. I understand that violation of any Code of Conduct stipulations may result in revocation of privileges, and may include criminal charges.			
Initials				
_____	3. Non-Employee identification will remain the property of the Cook County Sheriff's Office.			
Initials				
_____	4. I understand there are inherent risks involved with entering a secure facility which may house inmates.			
Initials				
_____	5. I authorize the Cook County Sheriff's Office to run a complete criminal history background up to and possibly including fingerprinting.			
Initials				
APPLICANT SIGNATURE			DATE	
VOLUNTEER/AGENCY SUPERVISOR/SPONSOR (Print)		AGENCY DETERMINATION OF CONTACT LEVEL WITH INMATES:		DATE
BUREAU OF HUMAN RESOURCES				
<input type="checkbox"/> APPROVED	DIRECTOR OF HUMAN RESOURCES NAME (PRINT)	SIGNATURE	ASSIGNED I.D. NUMBER	DATE
<input type="checkbox"/> DENIED				
TYPE OF ACCESS: <input type="checkbox"/> DIVISION: _____		<input type="checkbox"/> ALL DIVISIONS		<input type="checkbox"/> OTHER: _____

AGENCY/VOLUNTEER/COMPANY INFORMATION - CONTINUATION

CRIMINAL/CIVIL HISTORY - CONTINUATION

If you answered YES, to any of the criminal/civil history questions, explain below:



**COOK COUNTY SHERIFF'S OFFICE  
CODE OF CONDUCT AGREEMENT**

The following generalized rules and regulations are intended as a guide while utilizing on-site facilities of the Cook County Department of Corrections (CCDOC). You are responsible through your affiliation supervisor to the CCDOC Executive Director or the authorized designee. Initial the below listed rules and regulations indicating you have read and understand them:

INITIAL:	No unauthorized contact, conversations including telephone, or interaction with individuals in custody or their family or friends. You are prohibited from trading, bartering, lending or otherwise engaging in any personal transactions with any inmate. You will not share or disclose any information to those in custody.
INITIAL:	You are subject to a search upon entrance and at any time while on the premises. All items, packages, purses, and bags must be placed on the x-ray machine for inspection and may be searched. There are no exceptions to the search procedures. Search and/or questioning by CCDOC sworn members may occur at any time. Failure to cooperate may be grounds for revocation of your access to the facility.
INITIAL:	Attempts to enter a penal institution with contraband will result in prosecution. Contraband includes illegal items such as unlawful drugs, drug paraphernalia, and firearms as well as legally possessed prohibited items such as medication, knives, blades and ammunition. Items secured as contraband are not returnable after seizure. I have received and read the list of prohibited items.
INITIAL:	Mobile communication devices (e.g., cell phones, tablets, smart phones, smart watch) and recording devices (e.g., cameras, digital/tape recorders) are not permitted and are considered contraband unless approved. Written authorization, issued by the CCDOC, shall be carried on your person at all times.
INITIAL:	You are required to immediately notify your sponsor of any involvement with law enforcement as an arrestee, witness, and victim, a party in a civil action or any involvement that may jeopardize volunteer status with the CCDOC.
INITIAL:	Termination from your employer is grounds for immediate and automatic revocation of your non-employee identification card. You shall not attempt to use your identification card after being terminated from your employer.
INITIAL:	The CCDOC reserves the right to deny and/or revoke access into any of its facilities. Violation of any agreed stipulations may result in revocation of privileges as well as criminal prosecution.
INITIAL:	No loitering or deviation from direct routes to and from authorized destinations is permitted. Attempts to access unauthorized areas will result in revocation of access.
INITIAL:	Display your non-employee identification card at all times. Access is limited to a division or area for which authorization is received and only for the purpose authorized.
INITIAL:	Discrimination, harassment, and sexual harassment are strictly prohibited and are grounds for revocation of access and may result in criminal prosecution.
INITIAL:	Wear appropriate attire that meets the safety, image and functionality for the particular role/position. Inappropriate attire includes but not limited to, shorts, mini-skirts/dresses, sheer pants/tops, gang affiliated or representation of gang clothing, colors, hats, etc. You may be denied entry on the basis of improper attire.
INITIAL:	You must notify respective sponsor if a friend or family member is in the custody of the CCDOC or of any affiliation with known offenders
INITIAL:	Notify the immediate CCDOC supervisor if a friend/family member in the custody of the CCDOC is present during a program or in your designated work area. Under no circumstances are you to deviate from the program as established through your sponsor at the CCDOC without prior approval and proper notice of your sponsor.
INITIAL:	Under the provisions of the Prison Rape Elimination Act (PREA) of 2003 (42 USC 147), any instance of sexual contact towards individuals in custody will result in criminal charges.
INITIAL:	Follow all rules regarding tool inventory and control, including keeping your tools and an accurate tool inventory sheet with you at all times. Be aware of your surroundings and be vigilant with any and all tools and materials you have with you in a correctional settings.
INITIAL:	I understand that membership in a known criminal organization shall prohibit me from access. By initialing here, I affirm that I am not a member of or associated with a gang or other known criminal organization.
INITIAL:	I understand that visitation of inmates in custody is prohibited.
INITIAL:	In the event of a lost or stolen non-employee identification credentials, I must file a police report in the jurisdiction in which the identification was lost. The report, along with a memorandum, shall be forwarded to the sponsor and the Sheriff's Office along with a certified check or money order payable to the Cook County Sheriff's Office. The current replacement cost is \$20.00.

**BY SIGNING BELOW, I CERTIFY I HAVE READ AND UNDERSTAND THE ABOVE LISTED RULES AND REGULATIONS.**

NAME (PRINT)	SIGNATURE:	DATE:
WITNESS (PRINT)	SIGNATURE:	DATE:

**INDEX**

**GENERAL FORMS**

<b><u>Subject</u></b>	<b><u>Page</u></b>
Bid Deposit Form	GF-1
Performance and Payment Bond Form	GF-2
Waiver and Release Form	GF-3
Request for Substitutions	GF-4/5

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE DCG Roofing Solutions, Inc.  
2045 Janice Avenue Melrose Park, IL 60160

as Principal, hereinafter called the Principal, and Allegheny Casualty Company  
One Newark Center, 20th Floor Newark, NJ 07102

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto Cook County  
118 N Clark Street Chicago, IL 60602

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of Amount Bid

Dollars (\$ 10% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Cook County Public Safety Roof Replacements, Department of Corrections, Contract No. 1723-16837.

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of December, 2017

Oksana Smolen  
(Witness)

DCG Roofing Solutions, Inc.  
(Principal)

By: [Signature]  
Dominic Dunlap  
President  
(Title)

[Signature]  
(Witness)

Allegheny Casualty Company  
(Surety)

By: [Signature]  
Attorney-in-Fact William P. Maher  
(Title)



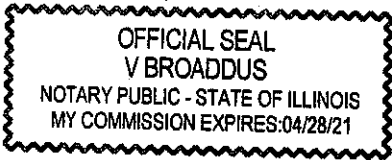
STATE OF Illinois  
COUNTY OF cook

I, V Broaddus Notary Public of cook County,  
in the State of Illinois, do hereby certify that William P. Maher  
Attorney-in-Fact, of the Allegheny Casualty 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 he signed, sealed and delivered said instrument, for and on behalf of the  
Allegheny Casualty Company  
for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Palatine  
in said County, this 1st day of December A.D., 2017

V Broaddus  
Notary Public V Broaddus

My Commission expires: April 28, 2021



**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

Bond # Bid Bond

Principal DCG Roofing Solutions, Inc.

Obligee Cook County

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**William P. Maher**

their true and lawful attorney-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 1st day of December, 2017.



STATE OF NEW JERSEY  
County of Essex

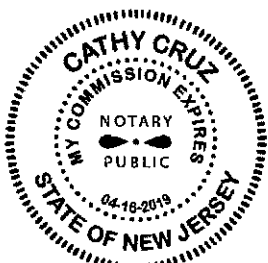
*Robert W. Minster*

Robert W. Minster

Chief Executive Officer (International Fidelity Insurance Company) and  
President (Allegheny Casualty Company)



On this 1st day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*Cathy Cruz*

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 1st day of December, 2017.

*Marla H. Branco*

Marla H. Branco, Assistant Secretary

**BID DEPOSIT FORM**

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

TO: County of Cook

BID FOR: \_\_\_\_\_

BID DOCUMENT NUMBER: \_\_\_\_\_ BID OPENING DATE: \_\_\_\_\_

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

( ) Cashier's Check ( ) Bank Draft ( ) Other \_\_\_\_\_

Drawn on: \_\_\_\_\_ of \_\_\_\_\_  
BANK CITY STATE

Draft or Check Number: \_\_\_\_\_ Dated: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Submitted by: \_\_\_\_\_

BIDDER'S NAME

STREET ADDRESS

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: \_\_\_\_\_



Bond No. 0694902

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

DCG Roofing Solutions, Inc.  
2045 Janice Avenue  
Melrose Park, IL 60160

**SURETY:**  
*(Name, legal status and principal place of business)*

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102  
**Mailing Address for Notices**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*

Cook County  
118 N Clark Street  
Chicago, IL 60602

**CONSTRUCTION CONTRACT**  
Date:

Amount: \$ 1,181,100.00      One Million One Hundred Eighty One Thousand One Hundred Dollars and 00/100

Description:

*(Name and location)*  
Cook County Public Safety Roof Replacements, Department of Corrections, Contract No. 1723-16837.

**BOND**  
Date: December 14, 2017

*(Not earlier than Construction Contract Date)*

Amount: \$ 1,180,100.00      One Million One Hundred Eighty Thousand One Hundred Dollars and 00/100

Modifications to this Bond:     None     See Section 16

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*

DCG Roofing Solutions, Inc.

Signature: 

Name and Title: **Dominic Dunlap**  
**President**

**SURETY**  
Company: *(Corporate Seal)*

Allegheny Casualty Company

Signature: 

Name and Title: **William P. Maher**  
**Attorney-in-Fact**



*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Dohn & Maher Associates  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067  
847-303-6800

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

Bond No. 0694902

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**

*(Name, legal status and address)*

DCG Roofing Solutions, Inc.  
2045 Janice Avenue  
Melrose Park, IL 60160

**SURETY:**

*(Name, legal status and principal place of business)*

Allegheny Casualty Company  
One Newark Center, 20th Floor  
Newark, NJ 07102  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Cook County  
118 N Clark Street  
Chicago, IL 60602

**CONSTRUCTION CONTRACT**

Date:

Amount: \$ 1,181,100.00      One Million One Hundred Eighty One Thousand One Hundred Dollars and 00/100

Description:

*(Name and location)*

Cook County Public Safety Roof Replacements, Department of Corrections, Contract No. 1723-16837.

**BOND**

Date: December 14, 2017

*(Not earlier than Construction Contract Date)*

Amount: \$ 1,180,100.00      One Million One Hundred Eighty Thousand One Hundred Dollars and 00/100

Modifications to this Bond:     None     See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

DCG Roofing Solutions, Inc.

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

Name **Dominic Dunlap**  
and Title: **President**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Allegheny Casualty Company

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

Name **William P. Maher**  
and Title: **Attorney-in-Fact**



*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Dohn & Maher Associates  
4811 Emerson Avenue, Suite 102  
Palatine, IL 60067  
847-303-6800

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**  
Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address



**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

Bond # 0694902

Principal DCG Roofing Solutions, Inc.

Obligee Cook County

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**William P. Maher**

their true and lawful attorney-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 14<sup>th</sup> day of December, 2017.



STATE OF NEW JERSEY  
County of Essex

*Robert W. Minster*

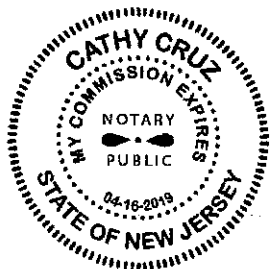
Robert W. Minster

Chief Executive Officer (International Fidelity Insurance Company) and  
President (Allegheny Casualty Company)



On this 14<sup>th</sup> day of December, 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



*Cathy Cruz*

Cathy Cruz a Notary Public of New Jersey  
My Commission Expires April 16, 2019

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14<sup>th</sup> day of December, 2017.

*Maria H. Branco*

Maria H. Branco, Assistant Secretary

**PERFORMANCE AND PAYMENT BOND TO THE COUNTY OF COOK**

**Know All Men by These Presents**, That we, \_\_\_\_\_

as principal, \_\_\_\_\_

\_\_\_\_\_ as surety, are held and

firmly bound unto The County of Cook in the penal sum of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),

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

**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 \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

It is hereby expressly understood and agreed, and made a condition hereof, that any judgement 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.

\_\_\_\_\_  
PRINCIPAL/CONTRACTOR SEAL

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

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SURETY SEAL

By: \_\_\_\_\_  
SURETY/ATTORNEY-IN-FACT  
(ATTACH POWER OF ATTORNEY)

\_\_\_\_\_  
AMB#

\_\_\_\_\_  
NAIC#

Approved as to form:

By \_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY

**WAIVER AND RELEASE FORM**

\_\_\_\_\_  
SITE/FACILITY (THE "PROPERTY"):

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

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")

The statements, acknowledgements and representations of the undersigned set forth in this Waiver and release are made by the undersigned on his or her own behalf and on behalf of the Prospective Bidder. The undersigned represents that he/she has the authority to execute this Waiver and release on behalf of the Prospective Bidder.

The undersigned acknowledges that the Property:

Is an existing structure from which all internal improvements and systems have been removed, including ventilation, plumbing and electrical systems.

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.

\_\_\_\_\_  
PRINT COMPANY NAME

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
SIGNATURE

**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 MFR'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**

<b><u>DESCRIPTION</u></b>	<b><u>Page</u></b>
Proposal	PE-1/1A/1B/1C
Proposal Agreements	PE-2
Pre-Bid Field Inspection	PE-3
Contractor's Certificate Concerning Labor Standards and Prevailing Wage Requirements	PE-4/4a
Surety's Statement of Qualification for Bonding	PE-5
MBE/WBE Utilization Plan	PE-6/6a/6b
Key Personnel	PE-7
Relevant Experience	PE-8/8a/8b
Identification of Subcontractor/Supplier/Subconsultant Form	ISF-1
Electronic Payables Program	ACH-1
Veteran's Preference for VBE and SDVBE	V-1
Veteran's Workplace Preference Public Works Contracts	V-2
Cook County Affidavit for Green Construction Ordinance Form	G-1/2
Economic Disclosure Statement and Execution Document (EDS) Index	EDS
Instructions for Completion of EDS Documents	EDS-i/ii
Economic Disclosure Statement and Execution Document	EDS-1/18

PROPOSAL

CONTRACT FOR WORK

CONTRACT DOCUMENT NO. 1723-16837

FOR PROJECT: Countywide Public Safety Roof Replacements for the Department of Corrections at 2650 South California Avenue, Chicago, IL 60608

Proposal Submitted by:

DCG Roofing Solutions, Inc.

2045 Janice Avenue

Melrose Park, IL 60160

To: The County of Cook

TOTAL BASE BID

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 Public Safety Roof Replacements at Department of Corrections**

~~Division II Dorm 1 Housing, Division II Dorm 2 Housing, Division II Dorm 4 Housing and Building 1 South Campus~~

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 Total Base Bid of:

One Million One Hundred Eighty Thousand One Hundred and No/100

SPECIFY AMOUNT IN WRITING AND NUMBERS DOLLAR (\$1,180,100.00)



ADDENDUM RECEIPT - CONTRACT DOCUMENT NO: 1723-16837

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

Addendum No. 1 Date: 11/30/2017

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BID DEPOSIT**

The Bid Deposit in the amount of: 10%

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

is enclosed herewith in accordance with County requirements.

**COMPLETION TIME**

The undersigned agrees that, if awarded a contract for the work, he will start work promptly upon receipt of the written Notice to Proceed from the Director and will complete all work within

~~185~~ 135 CALENDAR DAYS after NTP for all CONSTRUCTION

**Time is of the Essence of this Contract**

The Contractor shall not begin construction operations until the contract has been approved by the Board of Cook County Commissioners and fully executed by the County. Subsequent to contract execution, the Contractor will be notified by a notice-to-proceed letter from the Department of Capital Planning and Policy to start operations.

**TOTAL 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 for the Work are hereby incorporated by reference into the following Total Base Bid Breakdown.

The Bidder shall provide a breakdown of the Total Base Bid for each of the following Roofs:

**Division II Dorm 1 Housing**

**BASIC COMPENSATION**

A) Mobilization	\$
B) General Conditions	\$
C) Construction	\$
D) Bond	\$
E) Concrete Roof Deck Repair* (800 sf X Unit Price of \$ /sf -)	\$
<b>I) BASIC COMPENSATION TOTAL (A+B+C+D+E)</b>	<b>\$</b>

**Division II Dorm 2 Housing**

**BASIC COMPENSATION**

A) Mobilization	\$
B) General Conditions	\$
C) Construction	\$
D) Bond	\$
E) Concrete Roof Deck Repair* (900 sf X Unit Price of \$ /sf -)	\$
<b>II) BASIC COMPENSATION TOTAL (A+B+C+D+E)</b>	<b>\$</b>

## Division II Dorm 4 Housing

---

### BASIC COMPENSATION

A) Mobilization	\$ <u>13,750.00</u>
B) General Conditions	\$ <u>37,050.00</u>
C) Construction	\$ <u>797,600.00</u>
D) Bond	\$ <u>17,000.00</u>
E) Concrete Metal Roof Deck Repair* (1,800 sf X <u>Unit Price of \$ 9.00</u> /sf =)	\$ <u>16,200.00</u>
<b>III) BASIC COMPENSATION TOTAL (A+B+C+D+E)</b>	<b>\$ <u>881,600.00</u></b>

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## Building 1 South Campus

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### BASIC COMPENSATION

A) Mobilization	\$ <u>10,300.00</u>
B) General Conditions	\$ <u>23,050.00</u>
C) Construction	\$ <u>243,250.00</u>
D) Bond	\$ <u>5,700.00</u>
E) Concrete Roof Deck Repair* (1,800 sf X <u>Unit Price of \$ 9.00</u> /sf =)	\$ <u>16,200.00</u>
<b>IV) BASIC COMPENSATION TOTAL (A+B+C+D+E)</b>	<b>\$ <u>298,500.00</u></b>

---

**TOTAL BASE BID (for Item I: Division II Dorm 1 Housing, Item II: Division II Dorm 2 Housing, Item III: Division II Dorm 4 Housing and Item IV: Building 1 South Campus)\***

\* Prior to Final Payment, a Change Order with an increase to or deduction from the Total Base Bid will be issued to reflect the actual quantities of Unit Price Items used.

\$ 1,180,100.00

## **PROPOSAL AGREEMENTS**

### **BID**

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

### **PERFORMANCE AND PAYMENT BONDS**

The undersigned agrees to furnish a Performance and Payment Bond as specified.

### **EXAMINATION**

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

### **PERFORMANCE**

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

### **ACCEPTANCE OF PROPOSAL**

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

### **CONTRACT DOCUMENTS**

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

**PRE-BID FIELD INSPECTION**

INSPECTION DATE 11/15/2017

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.

Bill Lahey  
NAME

  
SIGNATURE

Safety Manager  
OFFICIAL CAPACITY

DCG Roofing Solutions, Inc.  
COMPANY NAME

847-296-6611  
TELEPHONE NUMBER

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

INSPECTION CONFIRMED BY:

\_\_\_\_\_

DATE \_\_\_\_\_

**CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS**

**AND PREVAILING WAGE REQUIREMENTS**

Recipient:

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

Date: 12/7/2017

Project Number: 1723-16837

Project Name: Department of Corrections

- 
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:

DCG Roofing Solutions, Inc.

2045 Janice Ave., Melrose Park, IL 60160
    - (b) The undersigned is (check one):

<u>          </u>	Sole Proprietorship
<u>          </u>	Partnership
<u>  X  </u>	Corporation Other
<u>          </u>	Organization (Describe

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

NAME TITLE ADDRESS

Dominic Dunlap President

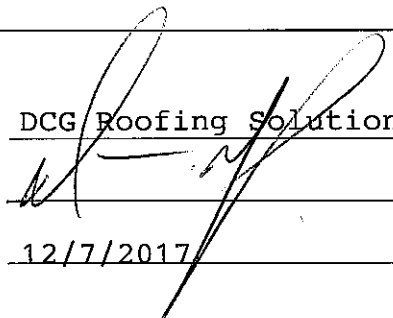
(d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME ADDRESS NATURE OF INTEREST

(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

CONTRACTOR: DCG Roofing Solutions, Inc.

SIGNATURE:  Dominic Dunlap

DATE: 12/7/2017

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

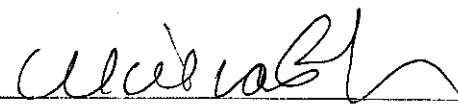
This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

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 Allegheny Casualty Company  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the  
bid/contract 1723-16837 to DCG Roofing Solutions, Inc.  
(NUMBER) (BIDDER)

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

  
\_\_\_\_\_  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)  
William P. Maher  
\_\_\_\_\_  
(ATTORNEY-IN FACT)  
000107                      13285  
\_\_\_\_\_  
AMB #                      NAIC #

SURETY  
CORPORATE  
SEAL





OFFICE OF CONTRACT COMPLIANCE

**JACQUELINE GOMEZ**

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

December 18, 2017

Ms. Shannon E. Andrews  
Chief Procurement Officer  
118 N. Clark Street  
County Building-Room 1018  
Chicago, IL 60602

Re: Contract No. 1723-16837  
Countywide PS Roofing Replacements – Department of Corrections  
Office of Capital Planning & Policy

Dear Ms. Andrews:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

**Bidder:** DCG Roofing Solutions, Inc.  
**Contract Value:** \$1,180,100.00  
**Contract Goal:** 24% MBE, 10% WBE

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
F.E. Rooftec Corporation	MBE-6	City of Chicago	24%
Garth Building Products & Services	WBE-6	City of Chicago	10%
			34% Total

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Original MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/smp

cc: Edmund Rendon, OCPO  
Sheila Atkins, OCPP

**TONI PRECKWINKLE**

PRESIDENT

Cook County Board  
of Commissioners

RICHARD R. BOYKIN

1st District

DENNIS DEER

2nd District

JERRY BUTLER

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

EDWARD M. MOODY

6th District

JESUS G. GARCIA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN

13th District

GREGG GOSLIN

14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY B. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at [www.cookcountyil.gov/contractcompliance](http://www.cookcountyil.gov/contractcompliance))
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2).

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

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

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

MBE/WBE Firm: Garth Building Products & Services  
 Address: 579 Williams Street, Thornton, Illinois 60476  
 E-mail: garthbuildings@aol.com  
 Contact Person: Carol Garth Phone: 708-564-5137  
 Dollar Amount Participation: \$ 118,010.00  
 Percent Amount of Participation: 10 %  
 \*Letter of Intent attached? Yes        No         
 \*Current Letter of Certification attached? Yes X No       

MBE/WBE Firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 \*Letter of Intent attached? Yes X No         
 \*Current Letter of Certification attached? Yes X No       

Attach additional sheets as needed.

\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

**MBE/WBE LETTER OF INTENT - FORM 2**

M/WBE Firm: Garth building Products & Services Certifying Agency: City of Chicago  
Contact Person: Carol Garth Certification Expiration Date: 07/30/2018  
Address: 579 Williams Street Ethnicity: Black  
City/State: Thornton, Illinois Zip: 60476 Bid/Proposal/Contract #: \_\_\_\_\_  
Phone: 708-564-5137 Fax: 708-564-5212 FEIN #: 04-3634651  
Email: garthbuildingps@aol.com

Participation:  Direct  Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

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

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Supply Materials  
\_\_\_\_\_  
\_\_\_\_\_

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

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Carol Garth  
Signature (M/WBE)

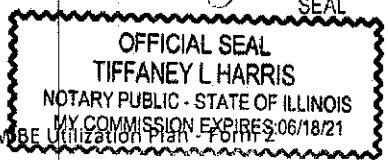
Carol Garth  
Print Name

Garth Products & Services  
Firm Name

12/07/2017  
Date

Subscribed and sworn before me  
this 7th day of December, 2017.

Notary Public Tiffany L Harris



Dominic Dunlap  
Signature (Prime Bidder/Proposer)

Dominic Dunlap  
Print Name

DCG Roofing Solutions, Inc.  
Firm Name

12/7/2017  
Date

Subscribed and sworn before me  
this 7th day of December, 2017.

Notary Public Elizabeth Kinder





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JUL 25 2013

Carol Garth  
Garth Building Products & Services  
2741 E. 223<sup>rd</sup> Street  
Chicago Heights, IL 60411

Dear Ms. Garth:

We are pleased to inform you that Garth Building Products & Services has been recertified as a **Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **07/31/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual **No-Change Affidavit's** are due by **07/31/2014, 07/31/2015, 07/31/2016 and 07/31/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/31/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/31/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

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

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

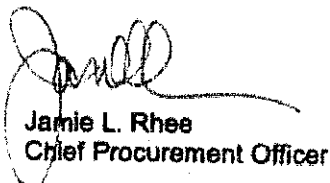
**NAICS Code(s):**

- 236115 – Construction Management, Single-Family Building
- 236116 – Construction Management, Multi-Family Building
- 236118 – Construction Management, Residential Remodeling
- 236210 – Construction Management, Industrial Building (except warehouses)
- 236220 – Construction Management, Commercial and Institutional Building
- 238390 – Waterproofing Contractors
- 423310 – Roofing Materials, Wood, Merchant Wholesalers
- 423330 – Asphalt Roofing Shingles Merchant Wholesalers
- 423330 – Insulation Materials (except wood) Merchant Wholesalers
- 423330 – Roofing Materials (except wood) Merchant Wholesalers

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise and Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/mj

**MBE/WBE UTILIZATION PLAN - FORM 1**

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions - Section 19

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available online at [www.cookcountyil.gov/contract/compliance](http://www.cookcountyil.gov/contract/compliance).)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent - Form 2)

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

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

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

MBE/WBE Firm: F.E. ROOFTEC CORPORATION  
 Address: 9126 MEDLI AVENUE  
 E-mail: FEROOFTEC@gmail.com  
 Contact Person: FRANK EVANS Phone: 708-670-8033  
 Dollar Amount Participation: \$ 283,224.00  
 Percent Amount of Participation: 24 %

\*Letter of Intent attached? Yes X No       
 \*Current Letter of Certification attached? Yes X No     

MBE/WBE Firm: DCG Roofing Solutions, Inc.  
 Address: 2045 Janice Avenue, Melrose Park, IL 60160  
 E-mail: ddunlap@dcgroofing.com  
 Contact Person: Dominic Dunlap Phone: 847-296-6611  
 Dollar Amount Participation: \$                       
 Percent Amount of Participation:                      %

\*Letter of Intent attached? Yes      No       
 \*Current Letter of Certification attached? Yes      No     

*Attach additional sheets as needed.*

**\* Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: F.E. Rooftec Corp. Certifying Agency: City of Chicago
Contact Person: Frank Evans Certification Expiration Date: 3/15/22
Address: 9124 MEDILL AVE. Ethnicity: African American
City/State: Franklin Park, IL 60131 Bid/Proposal/Contract #:
Phone: 847-455-4766 Fax: 847-455-4885 FEIN #: 75-3106440
Email: FE.rooftec@gmail.com
Participation: [ ] Direct [ ] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [ ] Yes - Please attach explanation. Proposed Subcontractor(s):

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Roofing And Material Supply

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Franklin E Evans
Signature (M/WBE)

Franklin E. Evans
Print Name

F.E. Rooftec Corp.
Firm Name

12-7-17
Date

Subscribed and sworn before me

this 7th day of December, 2017

Notary Public Elizabeth Kinder

Dominic Dunlap
Signature (Prime Bidder/Proposer)

Dominic Dunlap
Print Name

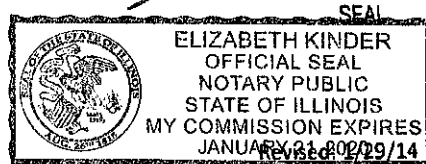
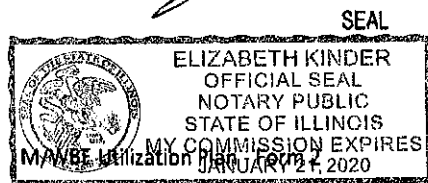
DCG Roofing Solutions, Inc.
Firm Name

12/7/2017
Date

Subscribed and sworn before me

this 7th day of December, 2017

Notary Public Elizabeth Kinder





DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

**MAR 27 2017**

Franklin and Donna Evans  
F. E. Rooftec Corporation  
9126 Medill Avenue  
Franklin Park, IL 60131

Dear Mr. and Ms. Evans:

We are pleased to inform you that **F. E. Rooftec Corporation** has been recertified as a **Minority-Owned Business Enterprise ("MBE")**, by the City of Chicago ("City"). This **MBE** certification is valid until **3/15/2022**; however, your firm's certification must be revalidated annually. In the past, the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **3/15/2018, 3/15/2019, 3/15/2020, and 3/15/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five-year certification will expire on **3/15/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five-year anniversary date. Therefore, you must file for recertification by **01/15/2022**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature in black ink, consisting of several overlapping loops and lines.



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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General** at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or **866-IG-TIPLINE (866-448-4754)**.

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

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**  
**238160 - Roofing Contractors**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Richard Butler  
First Deputy Procurement Officer  
RB / or





**KEY PERSONNEL**

**Project Executive:** Dominic Dunlap  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Project Manager:** \_\_\_\_\_  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Safety Coordinator:** Bill Lahey  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Project Superintendent:** Eloy Torres  
NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Notes:**

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

# DOMINIC W. DUNLAP

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1409 North Ashland, Chicago, IL 60642 • (815) 378-8340

## OBJECTIVE

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To contribute my organizational, creativity, and management skills which I have obtained to further my practical experience within the field of developing and maintaining clientele relationships in the construction industry throughout the "Green Renewable Energy" Process.

## EXPERIENCE

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### DCG ROOFING SOLUTIONS INCORPORATED

*President, July 2004 - Present*

- Developed a highly skilled Roofing Contracting Business.
- Grossed over 2.7 million in sales the first year and currently grossing 4.5 million.
- Maintained a 15% profit margin.
- Instituted an Energy Efficient business throughout all aspects.
- Specialized in installing and maintaining Renewable roof systems.

### TREMCO INCORPORATED

*Roofing Consultant Executive, February 1992 - 2004*

- Managed over 60 million U.S. dollars in projects.
- Re-established relationships with architects and contractors related to Thermal Waterproofing of external surfaces by providing numerous specification options.
- Manage five (5) employees to oversee over ten (10) different contractors for large commercial construction projects for Fortune 500 companies.
- Accomplished the fastest growth of the area to top 7% of the project management team.
- Initiated a streamline bidding process for architects and engineers.

### MINOLTA BUSINESS SYSTEMS

*Sales Representative, June 1991 - February 1992*

- Achieved 300% of sales quota in second month of employment.
- Received award for being the top sales person in the country.
- Maintained a level of 20% above sales quota as sales trainee.
- Awarded highest percentage above quota as sales trainee.

## EDUCATION

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### UNIVERSITY OF ILLINOIS AT CHICAGO

*Bachelor of Science, Management; Date of Graduation: August, 1991.*

*Minor in Sociology*

## ACTIVITIES AND ACHIEVEMENTS

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- Education financed by Athletic Scholarship
- Four Year Letterman, Varsity Ice Hockey Team
- Received Certified Roofing Consultant and CDT Certifications.

## SKILLS

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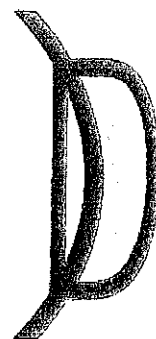
- Experience working knowledge:
  - Windows XP, Microsoft Office Suite 2000, AutoCad Light, Power Point
  - Self awareness of different cultures and social environments.

**REFERENCES AVAILABLE UPON REQUEST**

## DCG Roofing Solutions Incorporated

1285 Rand Rd. • DesPlaines, Illinois 60016 phone (877) 226-6611 cell (815)378-8340 fax (847)296-4604

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### **BILL LAHEY – LOCAL 11 ROOFER 41 YEARS**

1285 Rand Road  
DesPlaines, IL. 60016  
847-296-6611  
[blahey@dcgroofing.com](mailto:blahey@dcgroofing.com)

#### **SUMMARY OF QUALIFICATIONS**

- Extremely Skilled in planning and execution of special projects in time-critical environments.
- Manages all safety inspections and tool box talks.
- Conducts daily inspections of all OSHA regulations regarding fall protection.
- Very skilled at solving customer relations issues by seeking first to understand all job related issues.
- Effectively able to communicate with customers, contractors, and safety management.

#### **PROFESSIONAL EXPERIENCE**

**DCG Roofing Solutions Inc. (2014 – Present)**  
**Safety Supervisor**

- Responsibilities include keeping up to date all certifications of all roofing employees, quality control, and reporting status of projects.
- Extensive knowledge in interacting with architects, owners, building inspectors, utility representative, and subcontractors.
- Conducts weekly tool box talks with roofing employees. Manages quarterly safety training of all roofing employees.
- Monitors all OSHA guidelines met on all jobsites as it pertains to roofing projects. Also, all insurance guidelines are met, ie proper PPE on site at all times.

**Waukegan Roofing Company (2001 – 2014)**  
**Superintendent**

**Brown & Kerr Roofing Company (1974 – 2001)**  
**Foreman/Superintendent**

#### **CERTIFICATION AND TRAINING:**

- Asbestos Removal Training
- OSHA 10 hr. Class
- OSHA 30 hr. Class
- CERTA Training inspector
- First Aid/CPR
- Crane Signal Certification
- Lead Safety Certified Renovator



DCG ROOFING SOLUTIONS, INC.









**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
Disqualification
<input checked="" type="checkbox"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: December 12, 2017
Total Bid or Proposal Amount: \$1,180,100.00	Contract Title: Department of Corrections
Contractor: DCG Roofing Solutions, Inc.	Subcontractor/Supplier/ Subconsultant to be added or substitute: F.E. Rooftec Corp.
Authorized Contact for Contractor: Dominic Dunlap	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Frank Evans
Email Address (Contractor): ddunlap@dcgroofing.com	Email Address (Subcontractor): ferooftec@gmail.com
Company Address (Contractor): 2045 Janice Avenue	Company Address (Subcontractor): 9126 Medill Avenue
City, State and Zip (Contractor): Melrose Park, IL 60160	City, State and Zip (Subcontractor): Franklin Park, IL 60131
Telephone and Fax (Contractor): 847-296-6611	Telephone and Fax (Subcontractor): 708-670-8033
Estimated Start and Completion Dates (Contractor): 4/1/18 - 6/1/18	Estimated Start and Completion Dates (Subcontractor): 4/1/18 - 6/1/18

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Roofing	\$283,224.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor DCG Roofing Solutions, Inc.  
 Name Dominic Dunlap  
 Title President  
 Prime Contractor Signature \_\_\_\_\_ Date 12/7/2017

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

<b>OCPO ONLY:</b>
Disqualification
<input checked="" type="checkbox"/> Check Complete

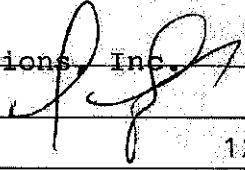
The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.:	Date: <b>December 12, 2017</b>
Total Bid or Proposal Amount: <b>\$1,180,100.00</b>	Contract Title: <b>Department of Corrections</b>
Contractor: <b>DCG Roofing Solutions, Inc.</b>	Subcontractor/Supplier/ Subconsultant to be <b>Garth Building Products</b> added or substitute:
Authorized Contact for Contractor: <b>Dominic Dunlap</b>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <b>Carol Garth</b>
Email Address (Contractor) <b>ddunlap@dcgroofing.com</b>	Email Address (Subcontractor): <b>garthbuildings@aol.com</b>
Company Address: <b>2045 Janice Avenue</b> (Contractor):	Company Address <b>579 Williams Street</b> (Subcontractor):
City, State and Zip (Contractor) <b>Melrose Park, IL 60160</b>	City, State and Zip (Subcontractor): <b>Thornton, IL 60476</b>
Telephone and Fax <b>847-296-6611</b> (Contractor) Fax: <b>847-296-4604</b>	Telephone and Fax (Subcontractor) <b>708-564-5137</b>
Estimated Start and Completion Dates <b>4/1/18 - 6/1/18</b> (Contractor)	Estimated Start and Completion Dates <b>4/1/18 - 6/1/18</b> (Subcontractor)

**Note:** Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Roofing Material	\$118,010.00

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved DBE Utilization Plan. Any changes to the contract's approved DBE/Utilization Plan must be submitted to the Office of the Contract Compliance.**

Contractor: DCG Roofing Solutions, Inc.  
 Name: Dominic Dunlap   
 Title: President Date: 12/12/2017  
 Prime Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OFFICE OF THE COOK COUNTY COMPTROLLER  
ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")**

**FOR INFORMATION PURPOSES ONLY**

**This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").  
If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark  
Street, Room 500, Chicago, IL 60602.**

**DESCRIPTION**

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

**1. Dedicated Credit Card – "PULL" Settlement**

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

**2. One-Time Use Credit Card – "SUGA" Settlement**

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

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VETERAN'S PREFERENCE FOR VBE AND SDVBE

INSTRUCTIONS

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.

DEFINITIONS

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country; and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

REQUEST FOR PREFERENCE

N/A Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

N/A Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets the definition of a SDVBE, as set forth above and has included a copy of its certification.

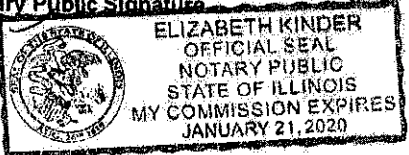
Dominic Dunlap Bidder (please print or type)

Signature

ddunlap@dcgroofing.com E-mail address

Subscribed to and sworn before me this 12th day of Dec. 20 17

Notary Public Signature



President Title

December 12, 2017 Date

847-296-6611 Phone Number

My commission expires:

January 21, 2020 Notary Seal

**AFFIDAVIT  
VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS**

**INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of **one percent of the amount of the Contract** to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor 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. **All Bidders who are requesting this preference must complete this Affidavit.**

**DEFINITIONS**

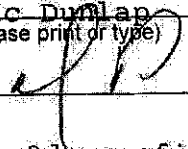
**Eligible Veteran** means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

**Armed forces of the United States** means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

**Public Works** means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

I, Dominic Dunlap, being first duly sworn, do depose and state as follows:

1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section 34-236(a) of the Cook Procurement Code, as set forth above.
3. In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.
4. The Bidder shall be solely responsible for requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

Dominic Dunlap  
Bidder (please print or type)  
  
Signature  
ddunlap@dcgroofing.com  
E-mail address

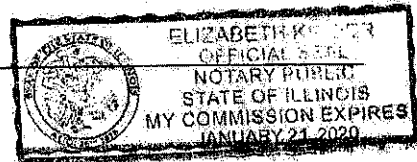
President  
Title  
December 12, 2017  
Date  
847-296-6611  
Phone Number

Subscribed to and sworn before me  
this 2th day of December, 2017

  
Notary Public Signature

My commission expires: Jan. 21, 2020

Notary Seal



COOK COUNTY AFFIDAVIT FOR GREEN CONSTRUCTION ORDINANCE

Effective April 12, 2017, every Prime Contractor seeking a Public Works Contract for which their bid price is \$2 million or more, including pricing for Subcontractors, with Cook County must comply with the Cook County Green Construction Ordinance set forth in Chapter 30, Article III, Division II, Subdivision V. Alternatively, a Prime Contractor may submit, as a part of the bid package, substantial evidence, as set out in Chapter 30 Sec. 443, as to why they are not able to comply with the Green Construction Ordinance.

All Prime Contractors are required to complete this affidavit and comply with the Cook County Green Construction Ordinance before any Contract is awarded. Signature of this form constitutes a certification of the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

*Public Works Contract* for purposes of this Affidavit means a contract, budgeted at \$2,000,000.00 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.

*Prime Contractor* means any person or business entity that enters into a Public Works Contract with Cook County.

I. Contract Information:

Contract Number 1723-16837

County Using Agency (requesting procurement) Cook

II. Person/Owner information:

Person (Corporate Entity Name) DCG Roofing Solutions, Inc.

FEIN# 20-5216594

Email Address ddunlap@dcgroofing.com

Street Address: 2045 Janice Avenue

City Melrose Park State: IL Zip: 60160

Phone Number: 847-296-6611

III. Compliance

A. Ultra Low Sulfur Diesel fuel for diesel motor vehicles, non-road vehicles, and stationary generators will be used in the performance of the contract.  YES

B. All heavy-duty diesel vehicles or diesel non-road vehicles used in the performance of this Public Works Contract for more three days over the life of the project, by either the Prime Contractor or Subcontractor, have level 3 Controls installed and such controls are properly maintained and operating (as may be provided by regulations promulgated pursuant to this act).  YES

If the response to the above is NO, will

All heavy-duty diesel vehicles or diesel non-road vehicles used in the performance of this Public Works Contract for more than three days over the life of the project, by either the Prime

Contractor or Subcontractor, which the contractor has certified cannot be retrofit with Level 3 Controls have Level 2 Controls installed that are available and appropriate for such vehicles.

YES

If the response to the above is NO, will

All diesel non-road vehicles used in the performance of this Public Works Contract for more three days over the life of the project, by either the Prime Contractor or Subcontractor, which the contractor has certified cannot be retrofit with Level 2 controls have Level 1 Controls installed that are available and appropriate for such vehicles.

YES

IV. Affirmation

The Prime Contractor affirms that all elements, including those elements pertaining to Subcontractors, contained in the Affidavit, are true, accurate and complete.

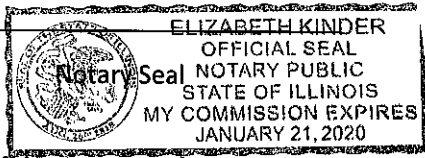
Signature *[Handwritten Signature]* Date: 12/7/2017

Name of Person Signing (print) Dominic Dunlap Title: President

Subscribed and sworn before me this 7<sup>th</sup> Day of December 2017

X *[Handwritten Signature]*

Notary Public Signature



Note: The above information is subject to verification prior to the award of the Contract. If a Contract is awarded, Cook County reserves the right to independently monitor compliance with the Green Construction Ordinance. Any false statements may subject the Prime Contractor to penalties, cost recovery and remedies set forth in Section 30-131.

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1-2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 - 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15-17
6	Cook County Signature Page	EDS 18



**SECTION 1**  
**INSTRUCTIONS FOR COMPLETION OF**  
**ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on municode.com.

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

*Lobbyist* means any person who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 3: Economic and Other Disclosures Statement.** Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountylil.gov/ethics-board-of](http://cookcountylil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

**SECTION 2****CERTIFICATIONS**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

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

**THE APPLICANT HEREBY CERTIFIES THAT:** In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE APPLICANT HEREBY CERTIFIES THAT:** *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

**SECTION 3**

**REQUIRED DISCLOSURES**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
NONE	
_____	_____
_____	_____
_____	_____

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the 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 submittal, have such a bona fide establishment within the County.

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

Yes:  No:

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

2045 Janice Avenue

---

Melrose Park, IL 60160

---

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

Yes:  No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

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

If the Applicant 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 Applicant 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 Applicant 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. **County reserves the right to request additional information to verify veracity of information contained in this statement.**

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.

"Person" "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. A Person 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 Dominic Dunlap

D/B/A: DCG Roofing Solutions, Inc. FEIN # Only: 20-5216594

Street Address: 2045 Janice Avenue

City: Melrose Park State: IL Zip Code: 60160

Phone No.: 847-296-6611 Fax Number: 847-296-4604 Email: ddunlpa@dcgroofing.com

Cook County Business Registration Number: \_\_\_\_\_  
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**Form of Legal Entity:**

Sole Proprietor  Partnership  Corporation  Trustee of Land Trust

Business Trust  Estate  Association  Joint Venture

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

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each Person 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
Dominic Dunlap	1409 N. Ashland Ave. Chicago, IL 60642	100%

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Dominic Dunlap	1409 N. Ashland Ave. Chicago, IL 60642	President/ Vice-President/ Secretary/Treasurer	Indefinite

**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.



**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE**

Dominic Dunlap  
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]  
Signature

ddunlap@dcgroofing.com  
E-mail address

President  
Title

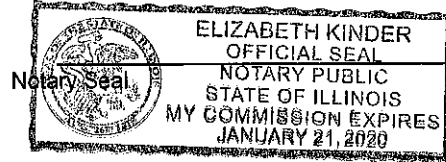
12/7/2017  
Date

847-296-6611  
Phone Number

Subscribed to and sworn before me  
this 7th day of Dec., 2017

My commission expires: **January 21, 2020**

x [Signature]  
Notary Public Signature





**COOK COUNTY BOARD OF ETHICS**  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304 Office 312/603-9988 Fax

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

**Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

**Additional Definitions:**

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Halfbrother  |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Halfsister   |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Dominic Dunlap

Address of Person Doing Business with the County: 2045 Janice Ave., Melrose Park, IL 60160

Phone number of Person Doing Business with the County: 847-296-6611

Email address of Person Doing Business with the County: ddunlap@dcgroofing.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

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

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

*Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:*

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

#1723-16837

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,180,100.00

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Edmund Rendon, Sr. Contract Negotiator,

edmond.rendon@cookcountyiil.gov, 312-603-6824

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Sheila Atkins, Project Director Capital Planning,

312-603-0336

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

*Check the box that applies and provide related information where needed*

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an individual and there is a familial relationship between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- The Person Doing Business with the County is a business entity and there is a familial relationship between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

**VERIFICATION:** To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

	Dominic Dunlap	12/7/2017
Signature of Recipient		Date

**SUBMIT COMPLETED FORM TO:** Cook County Board of Ethics  
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602  
 Office (312) 603-4304 – Fax (312) 603-9988  
 CookCounty.Ethics@cookcountyl.gov

\* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

**COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals, except where a business entity is an individual or sole proprietorship. Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. County reserves the right to request additional information to verify veracity of information contained in this Affidavit.

**I. Contract Information:**

Contract Number: 1723-16837

County Using Agency (requesting Procurement): Cook

**II. Person/Substantial Owner Information:**

Person (Corporate Entity Name): DCG Roofing Solutions, Inc.

Substantial Owner Complete Name: Dominic Dunlap

FEIN# 20-5216594

Date of Birth: \_\_\_\_\_ E-mail address: ddunlpa@dcgroofing.com

Street Address: 1409 N. Ashland Avenue

City: Chicago State: IL Zip: 60642

Home Phone: \_\_\_\_\_

**III. Compliance with Wage Laws:**

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

- Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**
- Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**
- Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**
- Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**
- Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**
- Any comparable state statute or regulation of any state, which governs the payment of wages: YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under Section IV.

**IV. Request for Waiver or Reduction**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner  
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation  
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default  
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.  
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

**V. Affirmation**

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: \_\_\_\_\_ Date: 12/7/2017

Name of Person signing (Print): Dominic Dunlap Title: President

Subscribed and sworn to before me this 7th day of December, 2017

X Elizabeth Kinder  
Notary Public Signature

Notary Seal



Note: The above information is subject to verification prior to the award of the Contract

SECTION 5

CONTRACT AND EDS EXECUTION PAGE  
**PLEASE EXECUTE THREE ORIGINAL PAGES OF EDS**

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

**Execution by Corporation**

DCG Roofing Solutions, Inc.  
Corporation's Name

Dominic Dunlap  
President's Printed Name and Signature

847-296-6611  
Telephone

ddunlap@dcgroofing.com  
Email

\_\_\_\_\_  
Secretary Signature

12/7/2017  
Date

**Execution by LLC**

\_\_\_\_\_  
LLC Name

\_\_\_\_\_  
\*Member/Manager Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

**Execution by Partnership/Joint Venture**

\_\_\_\_\_  
Partnership/Joint Venture Name

\_\_\_\_\_  
\*Partner/Joint Venturer Printed Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

**Execution by Sole Proprietorship**

\_\_\_\_\_  
Printed Name Signature

\_\_\_\_\_  
Assumed Name (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone and Email

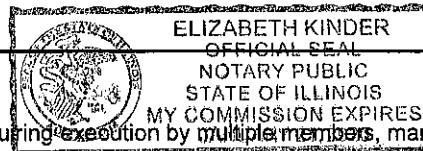
Subscribed and sworn to before me this

7th day of Dec., 2017

[Signature]  
Notary Public Signature

My commission expires: January 21, 2020

Notary Seal



\*If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



SECTION 6  
COOK COUNTY SIGNATURE PAGE

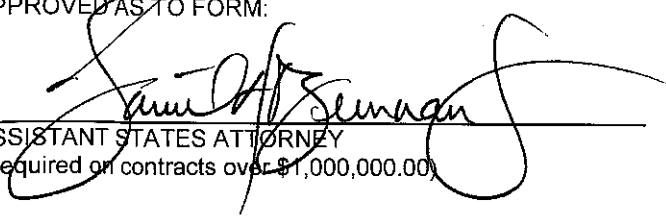
ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCURMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 13 DAY OF February, 2018

APPROVED AS TO FORM:



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

CONTRACT TERM & AMOUNT

1723-16837  
CONTRACT #

February 15, 2018 through February 14, 2019  
ORIGINAL CONTRACT TERM RENEWAL OPTIONS (If Applicable)

\$1,180,100.00  
CONTRACT AMOUNT

COOK COUNTY BOARD APPROVAL DATE (If Applicable)

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

FEB 7 2018