

**BID SPECIFICATIONS
FOR
CONSTRUCTION CONTRACT**

CONTRACT NAME

YY-80-XXX (CONTRACT NUMBER)

**THE OFFICE OF THE PURCHASING AGENT OF
THE FOREST PRESERVE DISTRICT OF COOK COUNTY**



Bid Opening Date:

FOREST PRESERVE DISTRICT OF COOK COUNTY

BOARD OF COMMISSIONERS

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PURCHASING AGENT

THOMAS J. CONLON

GENERAL SUPERINTENDENT

ARNOLD RANDALL

TABLE OF CONTENTS

I. Bid Notice.....	1
BN-1. Description.....	1
BN-2. Date for Receiving Bids.....	1
BN-3. Distribution of Bid Documents.....	1
BN-4. Inquiries	1
BN-5. MBE and WBE Project-Specific Participation goals.....	2
BN-6. Plans and Détail Spécifications	2
BN-7. Bonding Requirements	2
BN-8. Pre-Bid Field Inspection.....	2
BN-9. Pre-Bid Conference.....	2
BN-10. Certificate of Intent to Comply with the Cook County Resident Employment Requirement	3
BN-11. Time of Completion of Contract.....	3
BN-12. Clarification to responsible bidder requirements	3
II. Information for Bidders	5
IB-1. Preparation of Bids.....	5
IB-2. Bid Proposal.....	5
IB-3. Submission of Bids.....	5
IB-4. Form of Bid.....	6
IB-5. Time of Starting Work	6
IB-6. Progress Schedule	6
IB-7. Qualifications of the Lowest Bidder	6
IB-8. Withdrawal of Bids	7
IB-9. Bidder Warranties	7
IB-10. Bid Security.....	7
IB-11. Inquiries	8
IB-12. Right to Accept and Reject Bids.....	8
IB-13. Performance and Payment Security.....	8
IB-14. Conditions of the Work.....	8
IB-15. Schedule and Sequence of Work	9
IB-16. Laws and Regulations – Public Contracts.....	9
IB-17. MBE/WBE Contract Goals.....	9
IB-18. Contract.....	10
IB-19. Public Works/ Prevailing Wage.....	10
IB-20. Living Wage.....	11
IB-21. Child Support.....	11
IB-22. Human Rights	11
IB-23. Maximum & Minimum.....	11
IB-24. Demurrage.....	12
IB-25. Acceptance & Use	12
IB-26. Indemnification & Hold Harmless.....	12
IB-27. Exemption from Taxes	12

IB-28.	Increase of Price	13
IB-29.	Changes	13
IB-30.	Rejection	13
IB-31.	Replacement	13
IB-32.	Delivery	13
IB-33.	Removal.....	13
IB-34.	Inspection.....	14
IB-35.	Trade-Ins	14
IB-36.	Duration of Bid.....	14
IB-37.	Non-Discrimination.....	14
IB-38.	Insurance.....	14
III. General Conditions of the Contract		15
GC-1.	Definition of Terms.....	15
GC-2.	Plans and Specifications.....	16
GC-3.	Authority and Duties of the Engineer	17
GC-4.	Rights and Responsibilities of the District	18
GC-5.	Legal Relations and Responsibilities of the Contractor	20
GC-6.	Indemnification and Insurance.....	22
GC-7.	Scope of Work	24
GC-8.	Quality of the Work.....	25
GC-9.	Control and Progress of the Work.....	26
GC-10.	Payment for Work	27
GC-11.	Guarantee.....	29
GC-12.	Complete Agreement	29
GC-13.	Notices	29
GC-14.	Severability Clause	30
GC-15.	Governing Law	30
GC-16.	Representations and Warranties.....	31
GC-17.	Parties In Interest/No Third party Beneficiaries	31
GC-18.	Encumbrances	31
GC-19.	Costs and Fees Incurred.....	31
GC-20.	Titles and Headings.....	31
GC-21.	Construction of Words.....	32
GC-22.	Assignment.....	32
IV. Special Provisions.....		33
SP-1.	MBE/WBE Policy & Procedures	33
SP-2.	Required Pre-Award Bid Submittals	33
SP-3.	Contract Monitoring.....	36
SP-4.	Contract Closeout Procedures	37
V. Detailed Specifications		39
VI. Bid Proposal – Required Forms.....		40

I. BID NOTICE

PROJECT NAME

XX-80-XX

BN-1. DESCRIPTION

Notice is hereby given that the Forest Preserve District of Cook County (the "District") is soliciting Bids for the above referenced project. The work includes, but is not limited to, **project description** and other related work as specified in the plans & specifications.

BN-2. DATE FOR RECEIVING BIDS

The above-referenced bid must be deposited in the Bid Box, located outside the Office of the Chief Procurement Officer of Cook County, Room 1018, Cook County Building, 118 North Clark, Chicago, Illinois, by **no later than 10:00 A.M., XXXX XX, XXXX.**

BN-3. DISTRIBUTION OF BID DOCUMENTS

Construction Documents are electronically available for download 24 hours a day beginning on **XXXX XX, XXXX** to through **XXXX XX, XXXX** at the District's web site, www.fpdcc.com/finance. Follow the link to "Review Current RFPs, RFQs, Contracts and Quotes." There is no charge or deposit for these documents.

BN-4. INQUIRIES

During the bid process, all inquiries must be directed in writing and/or emailed to the District's Purchasing Agent as follows:

Purchasing Agent
Forest Preserve District of Cook County
69 W Washington Street, Suite 2060
Chicago, IL 60602
Fax: (312) 603-9961

Email: Tom.Conlon@cookcountyil.gov

All questions must be received in writing by 5:00 p.m. XXXX XX, XXXX.

BN-5. MBE AND WBE PROJECT-SPECIFIC PARTICIPATION GOALS

The District seeks the following participation goals with respect to Minority-owned Business Enterprises (“MBE”) and Women-owned Business Enterprises (“WBE”) for this project:

XX % MBE participation goal and a **XX** % WBE participation goal

This determination is based upon the scope of work, estimated project cost and the availability of certified MBEs and WBEs that are certified to provide the type of work needed to successfully completed this project. Collective, MBEs and WBEs shall be deemed “MBE/WBEs”.

Bidders requiring assistance in meeting these goals are encouraged to contact:

Contract Compliance Officer
Forest Preserve District of Cook County
(312) 603-8950
Email: Patrice.Daniels@cookcountyil.gov

BN-6. PLANS AND DETAIL SPECIFICATIONS

PLANS AND DETAIL SPECIFICATIONS ARE:

included in the Detail Specifications and Special Provision Section of this document.

are not included in this document and must be downloaded at the link below. Please note downloads may take a few minutes. (Documents are specifically part of the Contract documents.)

DRAWINGS: **XXXX**

DETAIL SPECIFICATIONS: **XXXX**

BN-7. BONDING REQUIREMENTS

Security bid Deposit

Surety Statement of Qualification for Bonding

BN-8. PRE-BID FIELD INSPECTION

Pre-Bid inspection is required:

No Yes

BN-9. PRE-BID CONFERENCE

Pre-Bid Conference Attendance:

[X] Mandatory [] Not Mandatory [] None

Located at: XXXX XXXX
 XXXXXXXXXX
 XXXXXXX, IL 60XXX

Cell Phone: XXX-XXX-XXXX (Project Manager Name)

Time: 10:00 a.m. Date: XXXX XX, XXXX

FAILURE TO ATTEND A MANDATORY PRE-BID CONFERENCE WILL RESULT IN DISQUALIFICATION OF THE BID.

BN-10. CERTIFICATE OF INTENT TO COMPLY WITH THE COOK COUNTY RESIDENT EMPLOYMENT REQUIREMENT

Submission of a Certificate of Intent to Comply With the Cook County Resident Employment is required for all construction projects over \$100,000.

BN-11. TIME OF COMPLETION OF CONTRACT

Work shall be substantially completed within XXX calendar days from the date that the District issues the Notice To Proceed. Substantial completion is the stage in the progress of the Work, as defined in the General Conditions, or a designated portion thereof that is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

The Contract shall end within XXX calendar days from the Substantial Completion date.

The Contract end date is the date on which all Work shall be completed in accordance with the Contract Documents for the referenced project. (Work includes, but is not limited to, request for Final Payment and excludes any warranty related work.)

BN-12. CLARIFICATION TO RESPONSIBLE BIDDER REQUIREMENTS

If the Contractor does not employ tradesmen, the Contractor is exempt from the apprenticeship and training provisions of the Responsible Bidder Ordinance. As per the Responsible Bidder Ordinance For Construction Contracts as defined in the Forest Preserve District Code of Cook County (Code) Section 1-8-2.S(5), all Contractors and subcontractors employing tradesmen shall be participants in active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training and shall submit evidence of such participation.

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[END OF BID NOTICE PROVISIONS]

II. INFORMATION FOR BIDDERS

IB-1. PREPARATION OF BIDS

1. All Bids must be printed legibly in ink or typed. Information must be complete, unconditional, clear, and unaltered
2. Unit prices must be given for all items listed in the "Schedule of Base Bid Prices" in its Bid Proposal (see Part VI) . All amounts must be extended and totaled. In the event of a discrepancy between unit prices and extended amounts, **the unit price shall govern.**
3. If the bid is made by a partnership or firm, the bid must be executed by an authorized partner and acknowledged by the Secretary or any other officer authorized to bind the business entity. The signatory shall print his/her name and provide his/her title, if any. The bidder shall also provide the legal address of said partnership, corporation, or other business entity. A partnership, sole proprietor or business entity operating under an assumed name shall be registered as provided in the Assumed Business Name Act (805 ILCS § 405 *et seq.*). Partnerships, corporations and/or other business entities submitting proposals must be registered and in good standing with the Illinois Secretary of State.
4. If the bid is made by a corporation, the bid must be executed by the President or designee and acknowledged by the Secretary. The signatory shall print his/her name and provide his/her title. The bidder shall also provide the legal address of said corporation.
5. **Alternate bids will not be considered unless specifically called for in the Proposal.**
6. All bidders must provide either their federal employer identification number (FEIN) or social security number (SSN) for a sole proprietorship.

IB-2. BID PROPOSAL

STANDARD DISTRICT FORMS INCLUDED IN SECTION VI HEREOF MUST BE UTILIZED FOR BID PROPOSAL. ALL INFORMATION MUST BE LEGIBLE! FAILURE TO COMPLY MAY RESULT IN REJECTION OF A BID.

Bidders shall submit a Bid Proposal that includes all required forms included in Section VI of this bid package.

IB-3. SUBMISSION OF BIDS

All bidders shall submit **two (2) original signed bids** (i.e., completed documents included in the Bid Proposal section (see Section VI of Bid Specifications) sealed in an envelope and shall deposit them in the bid box located outside the Cook County, Office of the Chief Procurement Officer, Room 1018, County Building, 118 North Clark Street, Chicago, Illinois, 60602, by the date and time for the bid

opening. 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.

If only one bidder submits a bid at the initial bid date and time, it will not be opened. The Purchasing Agent will notify the only bidder to ask if the bid should be kept for the re-bid, which will be held at a later date or returned to them. At the subsequent bid opening, if only one bidder has submitted a bid, it will be opened and reviewed.

Any bid not accompanied by the required Bid Security deposit or any bid which fails to fully comply with the terms and conditions stated in the Bid Specifications for such project is a non-responsive bid and may not be considered. Bidders may not change, alter, add to or supplement in any way their bid after the date and exact time for submission of bids as specified in the Bid Specifications for such project.

IB-4. FORM OF BID

Bids must be enclosed in a sealed envelope legibly marked, and addressed to:

**Office of the Procurement Officer for Cook County (FPD)
Room 1018, County Building
118 N Clark Street
Chicago, IL 60602-1304**

The sealed envelope submitted by the bidder shall also carry the following information on the face of the envelope: Bidder's name, address, phone number, Contract or job number, subject matter of proposal, and the date and time of bid opening.

IB-5. TIME OF STARTING WORK

Unless otherwise designated, the work shall commence within fourteen (14) calendar days after having received a written notice to proceed from the District. The Contractor shall not commence work and/or furnish materials until receipt of such notice.

IB-6. PROGRESS SCHEDULE

The successful bidder shall submit a project progress schedule for the proposed work to the District's using Department prior to the start of work or construction.

IB-7. QUALIFICATIONS OF THE LOWEST BIDDER

All bidders shall provide a detailed description, on the forms enclosed herewith, of the bidder's experience, organization and qualifications to perform the work involved. The determination that a bidder is qualified to perform the Contract shall be based upon the information submitted by the bidder and the District's independent investigation. The decision of the District in this regard shall be final.

IB-8. WITHDRAWAL OF BIDS

Bids may be withdrawn upon the written request of the bidder prior to the time fixed for opening. No bid may be changed, amended or supplemented in any way after the exact time for submission of bids specified in the advertisement for bids. Any bidder that cancels or withdraws its bid after the bid opening will be deemed unqualified, and be prohibited from receiving a District Contract, for a period of one (1) year from the date of bid opening. While it is the practice of the District to return the bid security, the District reserves the right to retain bid security as liquidated damages at its discretion. Repeated instances of cancellation or withdrawal of bids by a Contractor may be cause for retaining bid security.

IB-9. BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (a) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (b) Bidder and all workers and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (c) neither the bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the District or any of the District's employees, agents, or consultants, in preparing the Bid Proposal.

IB-10. BID SECURITY

- A. When required, the Bid shall be accompanied by either a cashier's check, a certified check, a bank draft or a Bid Bond in the amount of five percent (5%) or more of the Bid, which shall be used for the Bid Security Deposit. The Bid Security Deposit is to be attached to the Bid Deposit Form, which shall be submitted with the Bid. Compliance with the provisions contained herein will be determined, in all cases, by the District's Purchasing Agent and such determination shall be final.
- B. All certified checks or cashier's checks shall be drawn on an accredited bank doing business in the United States and shall be made payable to the Forest Preserve District of Cook County, Illinois.
- C. All Bid Bonds must be issued by a company, licensed in the State of Illinois with a general rating of "A- ", and the insurance company must have a rating of class seven or higher in the Financial Size Category. This information is available in Best's Key Rating Guide - Property and Casualty.
- D. Any Bid submitted contrary to these provisions shall be rejected. Any Bid not properly executed in the opinion of said Purchasing Agent shall be rejected.

IB-11. INQUIRIES

ALL INQUIRIES DURING THE BID PROCESS MUST BE SUBMITTED IN WRITING VIA E-MAIL TO THE FOREST PRESERVE DISTRICT OF COOK COUNTY'S PURCHASING AGENT AT Tom.Conlon@cookcountyil.gov

IB-12. RIGHT TO ACCEPT AND REJECT BIDS

The District reserves the unqualified right to reject or accept any and all Bids or any combination thereof, if applicable, which, in its sole and absolute judgment, will best serve the public interest. In the event equal Bids are received, the District reserves the unqualified right in its absolute and sole discretion, to accept the bid from the Contractor that the District deems most qualified and/or that will, under all circumstances, best serve the public interest. The District reserves the right to reject any proposals that are incomplete, conditional, and obscure or contain alterations and/or additions to, standard bid specifications issued by the District.

In the event that the successful bidder fails to execute the Contract Agreement included in Section VI hereof or to furnish satisfactory surety on a bond to the District, within the fourteen (14) day period referenced below, the successful bidder may be deemed to be in default and may be prohibited from bidding on any District contracts or projects for one (1) year. In addition, any and all Bid Securities provided to the District may be retained by the District as liquidated damages. The District reserves the right to accept the bid of any other bidder within ten (10) calendar days from such default. The acceptance of such bid after default shall have the same effect on the subsequent successful bidder as though he/she were the original successful bidder.

IB-13. PERFORMANCE AND PAYMENT SECURITY

When required, the bid shall be accompanied by a surety statement from a qualified Surety Agency indicating bidder's ability to obtain valid and enforceable Performance Bond and Payment Bond in the full amount of the bid, should the Contract be awarded to the Bidder. The actual bond shall be provided within fourteen (14) days of the notice of award. (Note: Refer to "IB-10. Bid Security – Section C" for Bond Rating and Financial Size Category requirements).

In the event that the bidder fails to satisfactorily furnish a Performance Bond or a Payment Bond, then the District may elect to retain the Bid Security of the bidder as liquidated damages and the Contract award may be canceled. The District may also deem the bidder as unqualified and the bidder may be prohibited from receiving a District Contract for a period of one (1) year from the date of bid opening.

IB-14. CONDITIONS OF THE WORK

Each Bidder is charged with the responsibility of acquainting themselves, by personal examination, with the location of the proposed work, and shall, therefore, be informed of the actual conditions and requirements of the work, including risks, means of access, and character of the proposed location of work, restrictions and regulations. Failure to do so will not relieve a successful Bidder of its obligations

to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the contemplated work for the amount set forth in the Bid.

The submission of a bid shall constitute and imply full knowledge of such conditions and regulations and acceptance of the risks contained therein. Where borings are indicated on Plans, it is understood that they were made in the usual manner and with reasonable care, and their location, depths and the character of the material have been recorded in good faith. There is no expressed or implied agreement that the depths or the character of materials have been correctly indicated, and bidders should take into account the possibility that conditions affecting the work may differ from those indicated. Bidders may request and examine all available information that was considered in preparing the Plans.

IB-15. SCHEDULE AND SEQUENCE OF WORK

The District reserves the right to schedule the bidder's operations on various sections of the work and/or designate the sequence of operations whenever the District deems necessary due to job conditions, inclement weather or for reasons that are in the best interest of the District. Bidder shall not be entitled to any additional compensation from the District based on the sequence or schedule of operations required by the District.

IB-16. LAWS AND REGULATIONS – PUBLIC CONTRACTS

This Contract is a competitively bid public Contract with the Forest Preserve District of Cook County, 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 affect the preparation of the Bid Proposal or the performance of the Contract. If the bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the Purchasing Agent in writing and, if necessary, changes shall be effected by the appropriate modification in writing. Projects on District property require a building permit only from the Cook County Building and Zoning Department and not local municipalities; however, other permits, licenses, or bonds may be required from other jurisdictional agencies.

IB-17. MBE/WBE CONTRACT GOALS

I. POLICY AND GOALS

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

In furtherance of this policy, the District has adopted a Minority and Women Owned Business Enterprises ordinance (the "Ordinance"), establishing Annual Aspirational Goals of 24% MBE and 10% WBE participation on an aggregate basis for construction.

Each bidder, in the selection of said sub-Contractor, shall abide by all Federal and Local Laws, Regulations, Ordinances, etc., affecting in any manner the work under the Contract. Each bidder shall further agree to comply with the Constitution of the United States, the Civil Rights Act of 1964 (42 U.S.C. § 1971 *et seq.*), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 *et seq.*) the Constitution of the State of Illinois, the Human Rights Act (775 ILCS 10, *et seq.* through 775 ILCS 20/7), the Cook County Human Rights Ordinance, and any laws, regulations, statutes, ordinances or orders, whether local, state or federal, and District Ordinances and rules which prohibit. Discrimination on the grounds of race, color, sex, religion, national origin, ancestry, age, marital status, inability to speak or comprehend the English language, physical or mental disabilities, sexual orientation or unfavorable discharge from military service.

Additional detail on the procedures relating to MBE/WBE participation is included in the Special Provisions section of these Bid Specifications.

IB-18. CONTRACT

All bidders shall sign and attest the enclosed Contract Agreement on behalf of their organization and submit this Contract with their Bid. The District will sign the Contract only after the District Board awards the Contract and all required insurance and bonding requirements are met. The Successful Bidder shall have fourteen (14) calendar days from the date of the mailing of the Notice of Award to supply the District with all acceptable and required bonds and insurance. Failure to adequately provide said bonds and insurance for any reason within the specified time may result in the District declaring Successful Bidder has failed to execute the Contract. The District then may place Bidder in default and the Bidder shall not be eligible to be awarded any future work with the Forest Preserve District of Cook County for a period of one (1) year. In addition, the District reserves the right to retain any and all Bid Security provided to the District as liquidated damages.

The District, at its option, may require any bidder or bidders to submit sworn statements, properly executed, supplying requested information and data relative to the experience, equipment and financial resources of the bidder.

Said Contract must be executed in accordance with the provisions of the Section entitled "IB-1. Preparation of Bids," cited above.

IB-19. PUBLIC WORKS/ PREVAILING WAGE

Any successful bidder awarded a public works Contract or subcontract with the District must provide certified payroll documentation, with each payment request, that it is in compliance with prevailing wage regulations. Payment will be withheld if the Contractor or subcontractor fails to provide the certified payroll with the payment request.

Where the Contract calls for the construction of a “public work: within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (“the Act”), the Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits in the county where the work is performed.) For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates>. All Contractors and subcontractors rendering services under this Contract must comply with all requirements of the Act, including but not limited to all wage, notice and record keeping duties.

Please note, in the event that unemployment in the state of Illinois exceeds 5%, Contractors on public works projects may be required to comply with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01, et seq., under which Contractors or sub-Contractors may be required to employ Illinois laborers in accordance with this Act. An “Illinois laborer” is defined as any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

IB-20. LIVING WAGE

The Forest Preserve District Living Wage ordinance mandates that a minimum base wage be paid to individuals employed under Contracts between the District and any person or entity awarded a Contract by the District or the subcontractor or any such person or entity. As of January 1, 2012, the living wage for Cook County was no less than \$11.08 per hour if employee health benefits are provided or \$13.85 per hour without health benefits. The living wage rate for Cook County is adjusted annually using the most recent federal poverty guidelines for a family of four published by the U.S. Department of Health and Human Services, per Section 1-8-2.T of the Code. Prospective bidders are encouraged to submit an inquiry per IB-11 to confirm the current living wage prior to submitting a bid.

IB-21. CHILD SUPPORT

Every applicant for a District Contract shall be in full compliance with any child support order before such applicant is entitled to receive or renew a District Contract. When delinquent child support exists, the District shall not issue or renew any District Contract and may revoke any District Contracts. (See the *Affidavit of Child Support Obligations* form in the *Contract Certification* Section).

IB-22. HUMAN RIGHTS

No person who is a party to a Contract with the District shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provisions of district facilities, services or programs.

IB-23. MAXIMUM & MINIMUM

The maximum quantity that the District will be obligated to purchase under this Contract is the quantity ordered, delivered and accepted by the District. However, nothing contained herein shall be construed

as an obligation of the District to order or pay for any quantity of material to be immediately necessary in anticipation of, or for the prosecution of the work.

IB-24. DEMURRAGE

The District will be responsible for any demurrage charges for delay in the delivery of materials only when such charges accrue because of the District's negligence in unloading the material.

IB-25. ACCEPTANCE & USE

This refers to acceptance and use, by the District, of any portion of materials that do not conform with the Detailed Specifications in Part IV hereof. The District's acceptance of any portion of non-conforming materials does not, in any way, prejudice its claim(s) on account of any used or unused material that is alleged by it to be below the grade ordered.

IB-26. INDEMNIFICATION & HOLD HARMLESS

The Bidder agrees, by his/her Proposal, to defend, indemnify, save and hold harmless the District and its President, Commissioners, officers, employees, and agents from any and all claims, demands, losses, damages, action or actions, charges, judgment or judgments that may arise as a result of the Contract, or in any way related to the Contract including, but is not limited to, claims related to labor and materials employed in the manufacture or delivery of the equipment, claims relating to inventions, patents and patent rights, attorney fees and costs, etc.

IB-27. EXEMPTION FROM TAXES

The District is exempt from all manufacturers' and retailers' Federal Excise Taxes directly applicable to the completed items covered under this Proposal. Federal Excise Tax does not apply to materials purchased by the District by virtue of the Exemption Certificate No. A-320893.

Section 3475 (b) of the Internal Revenue Code, as amended, provides, in part, that the tax on the transportation of property shall not apply to amounts paid for the transportation of property to or from the government of a State or a political sub-division thereof.

The Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers Occupation Tax do not apply to deliverables, materials or services purchased by the District by virtue of statute. The District's State of Illinois Sales Tax Exemption Identification No. E-9997-8636-06. The Purchasing Agent of the District will issue appropriate tax exemption certificates upon request.

All Bids made hereunder are made with the understanding that the District will benefit and that Federal Excise Tax, Illinois Retailers' Occupational Tax and Transportation Tax has not been included in the Unit prices. The price or prices quoted in a bid proposal shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this contract.

The Contractor shall indemnify the District from and against any assessment of such taxes or penalties which may, at any time, be imposed upon the District resulting from the purchase of any materials or services made pursuant to this Contract. The indemnity herein provided for shall survive this Contract.

IB-28. INCREASE OF PRICE

The Contract Price shall not be increased for any reason without the prior documented approval of the Board of Commissioners of the Forest Preserve District of Cook County. Thus, the Bidder will not, under any circumstances, receive any increase of the Contract Price without said prior documented approval.

IB-29. CHANGES

There shall be no changes in specifications under any circumstances for any reasons, unless the Department head of the using department has approved the same in writing and, if such change alters the Contract price or materially alters the terms of the Contract, the Board of Commissioners of the District approves the same. Under no circumstances shall there be any oral claims or oral orders for any changes.

IB-30. REJECTION

Equipment, supplies or work that fails to comply with the specifications stated herein with regards to design, material or workmanship are subject to rejection and may, at the option of the District, be rejected. The decision of the Director of Planning & Development is final.

IB-31. REPLACEMENT

Materials, components or work that has been rejected by the District, in accordance with the terms of the Contract, shall be replaced by the Awarded Bidder at no cost to the District.

IB-32. DELIVERY

The Awarded Bidder must make all arrangements for delivery in advance with the using department so that the District may arrange for receipt of the delivery.

IB-33. REMOVAL

After the District has mailed written notice to the Contractor indicating that the materials, components or final work has been rejected, the Contractor shall, within ten (10) calendar days of receipt of such notice, remove the same from the District's property at the Contractor's sole expense.

All materials, components, equipment, tools, appliances, etc. shall be removed from the District's property within thirty (30) calendar days after the completion, inspection and acceptance of the Work performed under the Contract. The Contractor's failure to remove said materials, components, equipment, tools, appliances, etc. after completion of the Work performed may be subject to a storage and/or removal fee by the District.

IB-34. INSPECTION

The District shall have the right to inspect the property, materials, work etc. herein specified and/or described.

IB-35. TRADE-INS

The District makes no guarantee as to the physical or operating efficiency of any trade-in units. The Bidder, when accepting the same, shall make all necessary examinations, at his/her own expense, to determine the operating condition of said units. It is understood and agreed that the District incurs no liability for any repair work, replacement of parts, or any loss or injuries that may result from the use of the trade-in unit(s). The trade-in units are traded "as is, where is."

IB-36. DURATION OF BID

Bidder agrees to be bound to the terms of its bid for a period of NINETY (90) calendar days after the bid Opening Date.

IB-37. NON-DISCRIMINATION

The Forest Preserve District of Cook County does not discriminate on any basis in treatment or employment of District programs or services.

IB-38. INSURANCE

Bidder agrees to maintain adequate insurance, as defined in the General Conditions, Section GC-6, for the duration of the Project.

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[END OF INSTRUCTIONS TO BIDDERS]

III. GENERAL CONDITIONS OF THE CONTRACT

GC-1. DEFINITION OF TERMS

Whenever the following terms in quotations appear in any of the Contract Documents they shall be interpreted as follows:

“Architect” - The Forest Preserve District Architect, or an authorized representative;

“Contract” – The Contract Agreement included in Section VI of these Bid Specifications.

“Contractor” - The person, firm or corporation who or which has entered into this Contract;

“Contract Compliance Director” – The Director of the Cook County Office of Compliance.

“Contract Documents” - The term “Contract Documents” shall include Bid Notice, Information for Bidders, General Conditions, Special Provisions, Specifications and Plans, Bid Proposals, and Contract Certifications. The Contract Documents are complimentary and cumulative and what is called for by any one shall be as binding as if called for by all.

“District” – The Forest Preserve District of Cook County.

“General Superintendent” - The General Superintendent of the Forest Preserve District of Cook County, Illinois, or an authorized representative;

“Engineer” or **“Chief Construction Engineer”** - The Chief Construction Engineer or any other Engineer designated by the Director of Planning and Development to be in charge of the work;

“Director of Planning and Development” - The Director of Planning and Development of the Forest Preserve District of Cook County, Illinois, or an authorized representative;

“Inspector” - The authorized representative of the Engineer or Architect assigned to make detailed examination of any or all portions of the work or materials thereof;

“Plans” - All official drawings or reproduction of drawings pertaining to the work;

“Purchasing Agent” - The purchasing agent of the Forest Preserve of the District of Cook County or an authorized representative.

“Specifications” - All documents of any description made or to be made pertaining to the quantity, method or manner of performance of the work;

“Work” - The work to be performed under the Contract, including all material, labor, tools and all appliances and appurtenances necessary to perform and complete everything indicated, specified or implied in the Contract documents;

“Written Order” - An order, in writing, signed by the District’s Director of Planning and Development and mailed to the Contractor at his official place of business.

GC-2. PLANS AND SPECIFICATIONS

Checking Drawings: The Contractor shall check all drawings furnished to them and promptly notify the Engineer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large-scale drawings shall in general govern small-scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work, and will be responsible for any errors that might have been avoided thereby.

Interpretations and Instructions: All questions regarding the figures, plans and specifications, and the interpretation thereof and resolutions of conflicts and inconsistencies therein, shall be determined by the Engineer. Deviations from the drawings and dimensions therein given, whether or not error is believed to exist, shall be made only after authority in writing is obtained from the Engineer.

Conflicts and Omissions: Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications shall be of like effect as if shown or mentioned in both. In case of any difference between the drawings and specifications, the specifications shall govern. Omissions from the drawings or specifications or the lack of details of work which are evidently necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omission and details of work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

Coordination of the Contract Documents. The Contract is intended to describe a complete work. In case of discrepancy, calculated dimensions govern over scaled dimensions. In addition, the following documents shall govern to resolve all cases of conflict, ambiguity or inconsistency, in the following order of precedence:

1. Bid Proposal
2. Addenda, if any
3. Detailed Specifications
4. Drawings and Plans
5. General Conditions
6. Information to Bidders

Additional Plans: The District may prepare supplementary plans showing any additional or revised details for construction purposes not shown on the Contract plans, as may be required for construction purposes.

The Contractor shall furnish special or detail drawings such as shop and setting details or diagrams when so required by the specifications or deemed necessary by the Engineer.

All such drawings shall be approved and signed by the Engineer and shall remain null and void unless authorized by such signatures.

Citation of Other Specifications: Whenever the specifications for this Contract refer to the specifications of any society, institute, association or government organization, then such specification cited shall become a part of this Contract as if written in full. The following organizations shall be referred to by using the abbreviated designations in quotations: American Society of Testing Materials, "A.S.T.M."; American Association of State Highway and Transportation Officials, "A.A.S.H.T.O."; American Water Works Association, "A.W.W.A."; American Standards Association, "A.S.A."; American Institute of Steel Construction, "A.I.S.C."

Copies on the Site of the Work: The Contractor shall keep on hand at the site of the work, for reference by the Engineer or Inspector, a complete copy of all plans and specifications with revisions and additions thereto and a copy of all written orders issued by the Contractor or the Engineer under this Contract.

GC-3. AUTHORITY AND DUTIES OF THE ENGINEER

Status of the Engineer: The work shall be subject at all times to the supervision and direction of the Engineer and his/her authorized assistant(s). To prevent disputes and litigation, it is mutually agreed that the Engineer shall in all cases determine the amount or quality of the various kinds of work and the quality of materials and workmanship to be paid for under this Contract, and he/she shall decide all questions that may arise relative to the performance of the work covered by the Contract. The Engineer may amend or correct any errors or omissions in the plans and specifications when such amendments or corrections are necessary to make definite the intent indicated by a reasonable interpretation of the Contract requirements. The Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract which, in his/her opinion, does not conform to the terms and conditions herein expressed. In giving instructions, the Engineer shall have authority to make minor changes in the work, not inconsistent with the purposes of the work. No extra work or change shall be made unless the same is pursuant to a written order, except in an emergency endangering life or property.

Lines and Grades: Lines and grades shall be established by the Contractor prior to the start of the work and shall be carefully preserved by the Contractor. All additional staking for alignment and grading operations and any replacements required in the original staking due to the Contractor's negligence shall be the responsibility of the Contractor. The Contractor shall provide such ordinary labor as may be required by the Engineer to check lines and grades and any other necessary measurement.

Inspection: The Engineer shall have full access to the Work at all times for inspection purposes, and shall be furnished by the Contractor with facilities for ascertaining whether the Work is being performed or

has been completed in accordance with the requirements of the Contract to the extent of uncovering, testing or removing portions of finished work.

Testing. The Contractor shall furnish without charge to the Engineer such amounts of materials as are needed for tests and shall afford the Engineer such facilities as he may require for collecting and forwarding samples and making inspections.

The presence of the Engineer shall in no way lessen the responsibility of the Contractor. In case of disputes between the Contractor and the Engineer as to materials furnished or manner of performing the Work, the Engineer shall have authority to reject materials or suspend the Work until the question at issue can be decided by the Director of Planning and Development. The Engineer is not authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the plans and specifications.

GC-4. RIGHTS AND RESPONSIBILITIES OF THE DISTRICT

- a. **Land for the Work:** The District shall provide the lands and easements and/or licenses for the use of lands for all permanent construction to be performed under this Contract. All necessary additional land required for the erection of temporary construction facilities, storage of materials, together with right of access, shall be provided by the Contractor unless specifically provided for by the District in the special provisions.
- b. **Right to do Work:** The District reserves the right to let other Contracts in connection with the Work and the Contractor shall allow other Contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and shall properly connect and coordinate this work with theirs.

If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Contract, the District, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

- c. **Right to Suspend Work:** The District also reserves the right to suspend the Work, wholly or in part, for such period of time as may be necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the satisfactory execution of the Work; or for such time as is necessary by reason of failure on the part of the Contractor to carry out orders given, or to perform any or all provisions of the Contract, and no additional compensation shall be paid the Contractor because of such suspension.
- d. **Breach & Default Contract**

The Contractor may be in breach 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 workers and equipment or with 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 that has been rejected as defective or unsuitable.
5. Unauthorized discontinuance of the work or impairing the reasonable progress of the work;
6. Becoming insolvent or being declared bankrupt;
7. Assignment of this Contract for the benefit of creditors without the approval of the Purchasing Agent.
8. Any cause whatsoever which impairs the carrying on of the work in an acceptable manner.
9. Failure to provide certified payroll for work performed on public works Contract.

Upon the occurrence of any of the reasons set forth above, the Purchasing Agent will give notice in writing to the Contractor specifying the breach. The Contractor thereafter shall have ten (10) calendar days to cure the breach. Should the Contractor fail to cure the breach, the District shall take all appropriate action as provided by the Contract, including the right to terminate this Contract and the right to pursue all remedies by law or equity. Upon termination, the vendor will be barred from transacting business with the District for 1 year.

All costs and charges incurred by the District, including the costs 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 District 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 District exceed the sum which would have been payable under this Contract, the Contractor and the surety shall be liable and shall pay to the District the amount of such excess.

e. Termination for Convenience

The District may terminate this Contract, or any portion, at any time by notice in writing from the District to the Contractor, if the Contract is terminated by the District, the Contractor shall deliver to the District 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 District. 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 the Contract.

If the Contract is terminated, the District may:

1. Call upon the surety to complete the project in the accordance with the Contract.
 2. Take over the work, including any or all materials and equipment on the site as may be suitable or acceptable to the District.
 3. Use such other methods as are in the best interests of the District that are necessary and required for completion of the work in an acceptable manner.
- f. **Acceptance not a Waiver of Legal Rights:** The District shall not be precluded or stopped by any acceptance of the Work and/or payment thereof from recovering from the Contractor and his/her sureties such damages as the District may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Acceptance of any work shall not function, operate or be construed as waiver of any kind.

GC-5. LEGAL REATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

- a. **Laws and Regulations:** The Contractor shall at all times observe and comply with all Federal, State and local laws, rules, ordinances and regulations which in any manner affect the conduct of the work. Assurance of compliance with this requirement by the Contractors' employees, agents or subcontractors shall be the responsibility of the Contractor. The Contractor shall indemnify, save and hold harmless the District and all of its President, Commissioners, officers, agents and employees against any claim, liability, demand, loss, damage(s), injury (ies), action(s), charge(s), judgment(s), etc., arising from or based upon the violation of any such law, rule, ordinance or regulation, whether by him/her or their employees and whether at law or in equity.
- b. **Patents and Permits:** The Contractor shall pay all royalties and shall indemnify, save and hold harmless the District from any claim for infringement by reason of the use of any patented design, device, material or process to be performed or used under the Contract.

Unless specifically stated in the Detailed Specifications in Part V hereof, the Contractor shall obtain all permits and pay for all fees required for the Work except as provided under GC-5(a) "Land for the Work".

1. All projects must have a valid permit issued by the Cook County Department of Building and Zoning ("CCBZ").
2. All Contractors and subcontractors must be registered with the CCBZ.
3. All Contractors and subcontractors must file a letter of intent on company letterhead with the CCBZ. The letter must be specific to the work being performed including permit number.

4. If a new Contractor or subcontractor is added to a project, they must register with the CCBZ and provide a letter of intent prior to starting work.
 5. Violations issued by the CCBZ inspectors should be immediately reported to the District and immediately corrected as per direction from the Engineer.
- c. **Guarantees:** Whenever in the specifications a guarantee or maintenance bond is required to be furnished for any item or equipment, material or portion of the Work, such guarantee or maintenance bond shall be submitted to the Chief Engineer and a written approval shall be issued to the Contractor before any such equipment, material or construction is ordered and incorporated in the Work by the Contractor.
- d. **Protection and Restoration of Property:** The Contractor shall use every precaution to prevent the damage or destruction of all public, corporate and private property of every description. Whenever such property has been damaged or destroyed the Contractor shall, at their own expense, restore the same to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replacing, etc., it as may be directed or otherwise make good such damage or destruction in an acceptable manner.

The Contractor shall at all times consult with and obtain the approval of the Engineer for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials upon property of the District anywhere outside the immediate limits of construction. No trees, shrubs or plant growth shall be cut, trimmed or damaged except with the approval and under the direction of the Engineer. All trees or shrubs within or adjacent to the limits of operations, not designated to be removed, shall be adequately protected from damage or injury by methods meeting the Engineer's approval.

- e. **Responsibility for the Work:** The work shall be under the charge and care of the Contractor and the Contractor shall assume all responsibility for injury or damage to the work by action of the elements or from any other cause whatsoever, whether arising from the execution or from the non-execution of the work.

The Contractor shall rebuild, repair, restore and make good, at their own expense, all injuries or damages to any portion of the Work occasioned by any of the above causes before the final completion and acceptance of the work.

- f. **Public Convenience and Safety:** The Contractor shall at all times conduct the work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Contractor shall furnish and maintain barricades, warning signs, red flags and lights and temporary passage ways as may be necessary to protect the work and safeguard the public. The cost of furnishing and maintaining such above facilities shall be incidental to the Contract and no extra compensation will be allowed therefore.

- g. **Sanitary Provisions:** The Contractor shall observe all rules and regulations of any and all health departments in which the project is undertaken and shall take precautions to avoid creating unsanitary conditions. Necessary sanitary conveniences for the use of employees upon the work shall be constructed and maintained by the Contractor at such point and in such a manner as shall be approved by the Engineer.
- h. **Contractor/Sub-contracting:** In the event the Contractor subcontracts any portion of the work, the Contractor and Subcontractor must at all times and in all aspects comply with the terms of this Agreement. The Contractor shall at all times keep the District's property free and clear from all liens of whatever kind and/or nature. Failure to do so shall result in the withholding of payment(s) until said lien is removed by properly being filed and recorded with the Recorder of Deeds Office where the lien was originally filed and recorded.
- i. **Non-Discrimination, Affirmative Action and Human Rights**
The Contractor, performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, gender, color, religion, age, marital status, sexual orientation, handicap, national origin, or status of discharge from military, nor shall a Contractor otherwise commit an unfair employment practice.

The Contractor further agree that this paragraph will be incorporated in all Contracts entered into with supplies 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-6. INDEMNIFICATION AND INSURANCE

- a. **Indemnity:** The Contractor agrees to save, defend, hold harmless and indemnify the District, its President and each of its Commissioners, officers, director, agents, employees, invitees and others associated with it from and against any and all suits, claims, losses, damages and expenses (including attorney's fees) that are based upon, or that arise or are alleged to have arisen out of, any act or negligence of the Contractor or of any agents, servants or employees of the Contractor or any of its subcontractors. When the District is named as "Additional Insured" under Contractor's insurance coverage, it is understood that coverage of the District shall be on a primary and non-contributing basis.
- b. **Insurance Coverage:** The Contractor shall maintain in force at its expense the following insurance, it being understood that the District shall have the right to reasonably require the Contractor to adjust the coverage limits set forth below at any time:
 - Insurance against damage or destruction to the District's property and all property, whether or not owned by the District, which is located at the site of the work, providing "all risk" peril coverage, in the amount of 100% of replacement cost

(collectively "All Risk Insurance"). Such insurance shall have an agreed amount endorsement if available.

- **Statutory worker's compensation coverage**, and employer's liability coverage in the amount of \$500,000 bodily injury by each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit, or such lesser amount as may satisfy carriers of the Contractor's umbrella liability coverage.
 - **Automobile liability coverage** for bodily injury and property damage with a combined single limit per accident of \$1,000,000 for any owned, non-owned or hired automobile.
 - "Occurrence type" **commercial general liability insurance** against bodily injury and property damage arising from occurrences in and about the site of the Work and covering the Contractor's contractual liability for indemnification under this Agreement. Such insurance shall include product liability and completed operations coverage and a broad form general liability endorsement (ISO Form GL-0404 or its equivalent). Such coverage shall be in the amount of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 - Where professional services are to be rendered under the Contract, professional liability insurance coverage in an amount satisfactory to the District shall also be obtained by the Contractor.
 - **Umbrella liability coverage** (in form no less broad than underlying coverage) to apply in excess of automobile, general, Contractual and employer liability, in an amount necessary to increase overall coverage to \$3,000,000 per occurrence.
- c. **Insurance Requirements:** All policies of insurance required hereunder shall be written by carriers which possess an A- policyholders rating or better and a minimum Class VII financial size category as listed at the time of issuance by A.M. Best Insurance Reports (the aforesaid rating classifications to be adjusted if and to the extent that A.M. Best adjusts its rating categories).

All policies of liability insurance shall name the Forest Preserve District of Cook County as an Additional Insured.

All policies shall provide that they may not be cancelled, renewed or reduced unless at least thirty days' prior written notice thereof has been provided to the Additional Insured.

- d. **Insurance Certificates**: Not later than the date on which coverage is to be provided hereunder and prior to the commencement of and project construction periods, Contractor shall furnish to District a certificate evidencing the required coverage.

GC-7. SCOPE OF WORK

- a. **Intent of Plans and Specifications**: The intent of these documents is to prescribe a complete outline of the Work that the Contractor undertakes to do in full compliance with the Contract. The Contractor shall furnish all material, labor, tools, equipment, appliances, appurtenances and incidentals (except as otherwise specified in the Contract) and shall include the cost of these items in the unit or lump sum bid prices.
- b. **Alterations, Extensions and Deductions**: The District reserves the right to alter the plans, add such incidental Work as may be necessary, and increase or decrease the quantities of Work to be performed in accord with such changes, including the increase, reduction, or cancellation of any one or more of the unit price items. Such changes shall not be considered as a waiver of any condition of the Contract nor to invalidate any of the provisions thereof. When such changes involve an increase of more than \$5,000.00 and time extension of more than sixty (60) days, then a supplemental agreement between the Contractor and the District will be required. Said supplemental agreement is subject to the approval of the Board of Commissioners of the Forest Preserve District of Cook County. Changes which increase cost by less than \$5,000.00 and time extension less than 60 days may be made with the advance approval of the Purchasing Agent.
- c. **Additional Work**: When changes in the plans result in an increase in the quantities of work that appear in the Proposal as specified items accompanied by unit prices, then such work shall be paid for at the Contract unit price or prices in the same manner as if such work had been included in the original estimate.

In case the total value of the work involved in the changes requires a supplementary agreement (involves an increase of more than \$5,000 or a time extension of more than 60 days), and/or the nature and scope of the additional work is such as to require working methods or equipment more costly than those required for the bid quantities, then the Contractor may ask for an adjustment in unit prices, but no change shall be made by the District without evidence that such prices are fair and equitable to both parties concerned. Board approval is required for changes over \$5,000. If an adjustment price cannot be agreed upon, then such Work shall be done on a Force Account Basis.

All such Work and materials as do not appear in the Proposal or Contract as specified items accompanied by unit prices, and which are not included under the price bid for other items in the Contract, shall be designated as "Extra Work" and paid for as specified hereinafter

under Payment for "Extra Work". Claims for Extra Work will be rejected unless authorized in writing by the Engineer.

- d. **Final Cleanup:** Upon completion and before final acceptance of the Work, the Contractor shall remove from the site of the Work and property of the District, all machinery, equipment, surplus materials, rubbish, barricades, signs and temporary structures and shall leave the premises in a condition which is satisfactory to the District.

GC-8. QUALITY OF THE WORK

- a. **Quality and Source of Material:** Only first class materials and materials which conform to the requirements of the specifications shall be incorporated in the Work. All materials shall be new, unless specified to be otherwise.

When requested by the District, the Contractor shall furnish a written statement of the origin, composition and manufacture of any or all materials (manufactured, produced or grown) that are to be used in the Work. The District may require approval of sources of supply of materials before delivery is started.

If, at any time, sources previously approved fail to produce materials acceptable to the District, the Contractor shall furnish materials from other approved sources.

- b. **Inspection and Testing Materials and Equipment:** All materials and equipment shall be subject at all times during manufacture, fabrication and erection to such tests and inspection as are hereinafter specified or designated by the Engineer. The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before materials are incorporated in the Work.

Unless otherwise specified the District will bear the cost of all inspections and testing of materials.

- c. **Defective Material and Work:** When any material not conforming to the requirements of the specifications and plans has been delivered upon the project or incorporated in the Work, or any of the Work is of inferior quality, such material or Work shall be considered as defective and shall be removed and renewed or made satisfactory, as directed by the Engineer, at the expense of the Contractor.

If any part of the Work done or materials furnished shall prove defective and the imperfection in the same shall not be of such magnitude or importance as to make the Work dangerous or undesirable, the Engineer shall have the right and authority to retain such Work, but shall make such deductions in the final payment therefore as may be just and reasonable.

GC-9. CONTROL AND PROGRESS OF THE WORK

- a. **Subcontracting Work:** Prior to execution of the Contract, the Contractor shall submit the names and qualifications of all sub-contractors on forms furnished by the District. The District reserves the right to reject the use of any sub-contractor.

If the Contractor subcontracts any part of the Work to be under this Contract, he/she shall not under any circumstances be relieved of his/her liabilities and obligations.

All transactions of the Engineer shall be with the principal Contractor; sub-Contractors shall be recognized only in the capacity of employees or workers and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell or otherwise dispose of the whole or any part of his/her Contract, his/her right, title or interest therein to any person, firm or corporation without the written consent of the District.

- b. **Execution of Work:** The Contractor shall begin the work within the timeframe specified in the Instructions to Bidders (Section IB-5) and shall conduct the work in such a manner and with sufficient materials, equipment and labor as is deemed necessary to insure its completion within the time limit specified. The Engineer shall approve the sequence of operations before construction is started. The Engineer's approval shall in no way relieve the Contractor of any responsibility.

If the Work is delayed because of conditions beyond the control of the Contractor, or because the quantities of Work required are in excess of the estimated quantities by an amount sufficient to warrant additional time, then the District may grant an extension of time for completion of the Contract, provided that no additional charge shall be incurred by the District as a result of the delay. Should the Contractor fail to complete the Work within the time limit specified in the Contract, or within such extra time as may have been allowed by extension, then the Contractor shall be liable to the District for the full amount of any liquidated damages which may hereinafter be declared by the District.

- c. **Work Days:** No operations shall be carried on during Saturdays, Sundays or holidays without the written approval of the Engineer.
- d. **Contractor's Representative:** The Contractor shall keep a competent superintendent or foreman on the site of the work at all times during working hours. The superintendent or foreman shall represent the Contractor in his/her absence, and all directions given him/her shall be as binding as if given to the Contractor.

- e. **Workers and Equipment:** The Contractor shall employ on the work only such persons who are competent and skilled in their assignments. Any employee, who is incompetent, obstructs the progress of the Work or conducts themselves improperly shall be discharged or removed from the work site when so requested by the Engineer.

All equipment used on the work shall be of such type, size and amount and in such mechanical condition as to meet the requirements of the work and produce a satisfactory quality of the work. The Contractor shall replace unsatisfactory equipment and furnish additional equipment when deemed necessary and so ordered by the Engineer.

GC-10. PAYMENT FOR WORK

- a. **Scope and Basis of Payment:** The Contractor shall receive and accept materials, labor, tools, and equipment incidentals necessary to complete the work in accordance with the Contract documents. The basis of payment shall be the quantities and amounts measured and determined by the Engineer at the unit prices, lump sum and/or allowances herein agreed upon.
- b. **Contractor must submit Certified payrolls and other documentation relating to MBE/WBE participation and the Payment of Prevailing Wages. The Contractor must submit certified payrolls and documentations relating to MBE/WBE participation as described in the Special Provisions, Sec. SP-1, III.A., as part of each payment request and for the purpose of document the payment of the requisite prevailing wages. Failure to do so shall cause delay in the processing of the payment requests.**
- c. **Partial Payments:** At appropriate intervals, an estimate of the amount of the work performed and the value thereof in accordance with the Contract prices shall be prepared. Upon agreement of the estimate by the Engineer and the Contractor, the Contractor shall prepare an invoice for partial payment.

The invoice for partial payment and all supporting documentation including, but not limited to certified payrolls, as stated in the payment application (Section GC-10(f)) shall be submitted in accordance with instructions that are provided by the District upon issuance of the Purchase Order. A copy of the invoice shall be emailed to: fpdcc.billing@cookcountyl.gov.

The amount of said invoice, after deducting ten (10) percent retainage, and all previous payments, shall be reviewed by the District and paid to the Contractor as soon as practicable, provided that proper waivers of lien and other required documentation are submitted to the District.

The estimate may, at the discretion of the District, include for payment the value of acceptable nonperishable construction materials delivered and stored at the time of such estimate, provided receipted invoices are presented by the Contractor.

- d. **Final Payment:** When the work provided in the Contract shall have been completely performed on the part of the Contractor, and has been approved and accepted by the Engineer or the appropriate District project manager, a final invoice will be prepared by the Contractor as soon as the necessary measurements and computations can be made. The Contractor will not be paid if there are any outstanding liens against them without the written agreement of all parties involved.

The final invoice for payment and all supporting documentation, as stated in the payment application (Section GC-10(f)) shall be sent directly to the address listed on the District issued Purchase Order.

The final amount of monies due the Contractor will be paid as soon as practicable, after final acceptance, provided it is shown that all sums of money due for labor, materials, apparatus, fixtures or machinery for the purpose of the Work have been paid or that the party or parties to whom the same may be due have consented to the final payment to the Contractor. It is understood that the Contractor, sub-contractors and suppliers shall present to the District appropriate final waivers of lien in proper form acceptable to the District prior to any final payment or approval of final payment

- e. **Waiver of Lien:** The Contractor shall submit with each payment request a Waiver of Lien for the full amount of current payment requested by the Contractor and Waivers of Lien from all Sub-Contractors for the preceding payment request. Waivers of Lien shall be on a form acceptable to the Engineer. The Contractor shall keep the District's property free and clear of any and all liens, at all times, as related to the Contract.
- f. **Payment Applications:** For each payment application, the Contractor shall submit the following information:
1. Notarized Payment Request
 2. Schedule of Values and Retainage
 3. Contractor's Sworn Statement
 4. Notarized Contractor's Waiver of Lien for current payment application
 5. Notarized Subcontractor's & Suppliers Waivers of Lien for immediately preceding payment application

6. Contractors Prevailing Wage Compliance Form
 7. Notarized Contractor Certified Payroll for current payment application
 8. Notarized Sub-contractor's Certified Payroll for current payment application
 9. MBE/WBE status report (see Special Provisions, SP-1, III.A.)
- g. **Payment for Extra Work:** When additional Work is necessary and falls under the classification of Extra Work as described in Section GC-8(c), then it shall be paid for as follows:
1. Lump sum or unit price agreed upon by Contractor and the Engineer if Extra Work cannot be classified under a Bid Proposal item.
 2. Force account basis as follows:

On a force account basis, the Contractor and the Engineer and/or their respective authorized agents shall, jointly approve by signatures a record of all expended labor hours with applicable classifications and rates, all materials and quantities used including prices and delivery charges and all equipment operational hours and kinds of units used (termed as RENTAL). The Contractor and Engineer shall agree, prior to start of any force account work, on the equipment rental and labor rates which shall apply.

Final invoices shall be prepared on a form acceptable to the District and shall be presented within ten (10) days after completion of the work.

GC-11. GUARANTEE

Unless otherwise set forth in Part V, Detailed Specifications, all of the work under this Contract shall be guaranteed to be free from defective materials and workmanship for a period of one (1) year from date of completion and final acceptance. Any defects developing from faulty materials or workmanship during said period shall be made good by the Contractor at no expense to the District.

GC-12. COMPLETE AGREEMENT

The Contract Documents shall serve as the complete agreement between the Parties, and there are no other agreements, representations, or understandings, oral or written, between the Parties. No alteration, modification or amendment to this Agreement shall be valid unless in writing, signed and approved by all authorized representatives or agents.

GC-13. NOTICES

Any notice required or permitted to be given pursuant to this Contract shall be in writing, and either personally delivered or sent by registered or certified mail return receipt requested and addressed as follows:

To the District:

- General Superintendent
Forest Preserve District of Cook County
536 North Harlem Ave
River Forest, Illinois 60305

With Copies to:

- Chief Attorney
Forest Preserve District of Cook County
69 West Washington
Suite 2010
Chicago, Illinois 60602
- Director of Planning and Development
Forest Preserve District of Cook County
536 North Harlem
River Forest, Illinois 60305
- Purchasing Agent
Forest Preserve District of Cook County
69 W. Washington
Suite 2060
Chicago, IL 60602
- Contract Compliance Administrator
Forest Preserve District of Cook County
69 W. Washington
Suite 2060
Chicago, IL 60602

GC-14. SEVERABILITY CLAUSE

If any provision of this Agreement shall be held to be invalid, unenforceable or void by a court of competent jurisdiction, the remainder of this Agreement and such provisions shall remain in full force and effect.

GC-15. GOVERNING LAW

This Contract shall be governed by, enforced and construed in accordance with the laws of the State of Illinois without regard to principles of choice of law. Venue shall be proper only in a court of competent jurisdiction located within the County of Cook, Illinois.

GC-16. REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants that: (1) Contractor possesses and will keep in force all required licenses and permits necessary to perform the services described herein; and (2) the subcontractors/sub consultants and employees/personnel of Contractor performing any services in relation to this Agreement are fully qualified, licensed as required, and skilled to perform said services.

GC-17. PARTIES IN INTEREST/NO THIRD PARTY BENEFICIARIES

The terms and provisions of this Contract shall not run to the benefit of, or be enforceable by, any person or entity other than the Contractor and the District. This Contract should not be deemed to confer upon third parties any benefit, remedy, right of reimbursement, entitlement, remedy or any other right. Nothing contained in this Contract shall be deemed or construed by the Contractor and any other person or entity to create any relationship of any kind, including, but not limited to, third party beneficiary, principal, agent, limited liability or general partnership, joint venture, employer/employee, etc. The Contractor is an independent contractor with respect to the District.

GC-18. ENCUMBRANCES

The Contractor shall, and without any charge to the District, keep the District's Property free and clear of any and all liens and encumbrances made or asserted in favor of any person for any reason, which includes, without limitation, subcontractor/sub consultant, equipment, material, supplies or other items furnished, labor performed or other things done in connection with the Contractor's use of the District's Property or rights conferred as a result of this Contract. If the District's Property becomes encumbered with any lien, the Contractor shall notify the District of the same immediately and take the necessary steps to have said lien or encumbrance removed forthwith and, in any event, not later than five (5) days after being directed to do so in writing by the District. Failure to meet the obligations of this Paragraph may result in immediate termination of this Contract, at the District's option.

GC-19. COSTS AND FEES INCURRED

The Contractor agrees to pay all reasonable costs, attorneys' fees and expenses incurred by the District as a result of enforcing the covenants, terms and/or conditions of this Contract.

GC-20. TITLES AND HEADINGS

Titles and headings to articles, sections or paragraphs herein are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Contract.

GC-21. CONSTRUCTION OF WORDS

The use of the singular form of any word herein includes plural, and vice versa. Masculine, feminine and neuter pronouns are fully interchangeable, where the context so requires. The words "herein," "hereof," "hereunder," "hereto" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision. The term "include" (in all of its forms) means "include, without limitation" unless the context clearly states otherwise. The word "shall" means "has a duty to."

GC-22. ASSIGNMENT

This Contract is not assignable in any way or for any reason whatsoever without the express written approval of the Purchasing Agent.

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[END OF GENERAL CONDITIONS]

IV. SPECIAL PROVISIONS

SP-1. MBE/WBE POLICY & PROCEDURES

In addition to the general goals described in the Instruction to Bidders (IB-17) and the project-specific goal set out in the Bid Notice (section BN-5), these special provisions explain the procedures for how the MBE/WBE goals will be implemented.

I. FAILURE TO MEET PROJECT-SPECIFIC PARTICIPATION GOALS

A bid shall be rejected if (1) the District determines that a bid fails to meet Project Specific MBE and WBE Goals set out in Section BN-5, or (2) the bidder's documented good faith efforts to do so as set out in its Petition for Waiver of MBE/WBE Participation are determined by the County Compliance Director to be inadequate.

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

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

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

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

SP-2. REQUIRED PRE-AWARD BID SUBMITTALS

To be responsive, a bidder shall either: (1) propose to meet the Project Specific MBE and WBE Goals by submitting with the bid a MBE/WBE Utilization Plan, supported by Letters of Intent ("LOI") and Letters of

Certification from the proposed MBEs and WBEs, and, if applicable, Joint Venture Affidavit(s), establishing that the bidder intends to meet the Project-Specific MBE and WBE goals, or (2) if the Bidder does not achieve the Project Specific MBE and/or WBE goals, submit with the bid documentation a Petition for Waiver of MBE/WBE Participation (in the form provided in Section VI hereof) with details regarding its good faith efforts to meet the Project Specific MBE /WBE Goals. Good faith efforts mean actions undertaken by a bidder to achieve a MBE or WBE goal.

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

A. MBE/WBE UTILIZATION PLAN

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

Bidders must notify MBEs and WBEs of their intent to use such MBEs and WBEs, respectively, for subcontracting opportunities at least five (5) business days before submission of the bid.

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

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

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

Where the solicitation requires the bidder to submit a base bid and one or more alternates, the MBE/WBE Utilization Plan must demonstrate the bidder's achievement of the Project Specific Goal(s) or its good faith efforts to achieve the Project Specific Goals(s) on the base bid.

If the bidder is unable to achieve the Project Specific Goals(s), it must demonstrate its good faith efforts to do so. The bidder must show that it took all necessary and reasonable steps to achieve the Project Specific Goals(s), which, by their scope, intensity and appropriateness to the objective, could reasonably expect a bidder to take if the Bidder were actively trying to obtain MBE and WBE participation sufficient to meet the MBE and WBE contract goals. Mere *pro forma* efforts are not good faith efforts to meet the MBE and WBE contract goals.

A bidder must document its good faith efforts in its MBE/WBE Utilization Plan. The specific requirements that the District will consider as part of the District's evaluation of the bidder's good faith efforts to obtain MBE and WBE participation are identified in the MBE/WBE Ordinance. ***[NOTE: A list of organizations that can assist in identifying certified MBE/WBE firms may be obtained at the pre-bid meeting.]***

If a MBE/WBE Utilization Plan is denied because the Good Faith Efforts requirements have not been met, the County shall inform the bidder in writing of the basis for the denial. To protest such a decision, the bidder shall follow the purchasing protest process followed by the District.

B. LETTER(S) OF INTENT

The bidder shall submit with its bid completed LOI utilizing the LOI format in Section VI of these Bid Specifications. The LOI must be executed by an authorized representative of the MBE or WBE identified on the MBE/WBE Utilization Plan and by the authorized representative of the Bidder. The LOI must accurately and completely detail the work to be performed and/or the materials to be supplied, and the agreed rates and/or prices to be paid. All MBE/WBE Utilization Plan commitments must conform to those included in the submitted LOIs. The LOI will become a binding contract covenant upon the bidder's receipt of a signed Contract from the District.

C. LETTERS OF CERTIFICATION

To be counted towards meeting the MBE or WBE Project Specific Goal(s), a Bidder or its subcontractors or suppliers must be certified by Cook County or the City of Chicago or a certifying agency approved by the Cook County Office of Contract Compliance.

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

The County Compliance Director retains the right to reject for credit towards meeting a MBE or WBE Goal the certification of any firm that does not conform to the Ordinance's eligibility standards.

D. Reciprocal Affidavit

Minority Owned Business Enterprises and Women Owned Business Enterprises that have been certified by the County of Cook, the City of Chicago, the State of Illinois CMS or other national certifying organizations including the National Minority Supplier Development Council and the

Women's Business Development Council, are encouraged to respond to this bid request. Firms that are not certified by Cook County must meet the following qualifications: personal net worth (Sec. 1-8-5b(E24) not to exceed \$2 million, meets the U.S. Small Business Administration Table of Small Business Size Standards, and must be located within the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census, currently are the counties of Cook, DuPage, Kane, Lake, McHenry and Will. Firms must submit a Reciprocal Affidavit with their MBE/WBE Utilization Plan. Firms that meet the requirements for and are interested in being certified should contact the Forest Preserve District of Cook County Contract Compliance Administrator (312.603.8950).

E. JOINT VENTURE AFFIDAVIT

If a Bidder seeks to meet the Project Specific MBE/WBE Goals by entering into a Joint Venture, the Bidder must submit an Affidavit of Joint Venture with its bid submission.

SP-3. CONTRACT MONITORING

A. FORMS

To monitor the participation of subcontractors or suppliers on the District Contracts, the Contractor must submit a MBE/WBE participation status report with each payment request. The status report must reflect, from project start to date, the Contractor's receipt of payments from the District and the remittance of the payments to all subcontractors or suppliers identified in the MBE/WBE Utilization Plan. Failure to submit a status report will be deemed a breach of the Contract and may result in a HOLD being placed on all monies due to the Contractor or that may become due to the Contractor.

B. PROCEDURES

Procedures for monitoring compliance may include, but are not limited to, site visits or telephone audits; consideration of requests for substitutions, additions, deletion, or change orders; and review and verification of payments to subcontractors or suppliers as documented by the status reports of subcontractors/suppliers payments.

1. SUBSTITUTIONS, ADDITIONS OR DELETIONS OF SUBCONTRACTORS OR SUPPLIERS

The Contractor must seek in writing, and obtain the prior approval, of changes to the original MBE/WBE Utilization Plan on the form provided by the District. The County Compliance has sole authority to approve or deny changes or substitutions to the MBE/WBE Utilization Plan. The written request must state specific reasons for the proposed addition, deletion or substitution of a subcontractor or supplier. The facts supporting the request must not have been known nor reasonably should have been known by the Contractor and proposed subcontractor or suppliers prior to the submission of the MBE/WBE Utilization Plan. The Contractor must submit documentation to substantiate its request for a change in the MBE/WBE Utilization Plan. Such

documentation may include, but is not limited to, documentation from the project manager or other appropriate District staff assigned to oversee the project; correspondence between the Contractor and the subcontractor or supplier; or field notes, laboratory reports, photographic evidence or other materials. If a Contractor proposes to add a MBE or WBE to its MBE/WBE Utilization Plan after the Contract has been awarded, a signed Letter of Intent must be submitted with the request.

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

Within seven (7) days of the Contractor's receipt of a notice of intent to deny the request for substitution, addition or deletion, the Contractor may file a written notice of intent to appeal with the County Compliance Director. Failure to file a timely notice waives all rights to appeal or protest the adverse decision.

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

2. CHANGE ORDERS

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

SP-4. CONTRACT CLOSEOUT PROCEDURES

After receipt of Contract close-out documents, the County Compliance Director shall notify in writing the Project Manager whether the Contractor has paid all uncontested amounts to subcontractors and suppliers listed on the MBE/WBE Utilization Plan, and otherwise fulfilled the Contract's terms related to the MBE and WBE commitments.

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

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

###

[END OF SPECIAL PROVISIONS]

V. DETAILED SPECIFICATIONS

Information on drawings or other specifications relating specifically to this job are described in this section of the Bid Specifications.

VI. BID PROPOSAL – REQUIRED FORMS

Bid proposals must include all of the following required forms:

1. Bidder's Information & Proposal*
2. Schedule of Base Bid Prices
3. Addendum Receipt
4. Bid Security
5. Surety Statement Qualification for Bonding
6. Pre-Bid Conference and Field Inspection Certification
7. Exceptions to Detailed Specifications
8. Bidder's Project Experience
9. Bidder's Key Personnel & Subcontractors
10. MBE/WBE Forms (Utilization Plan, Letter of Intent, Waiver and Reciprocal Affidavit)*
11. Certificate of Qualification as a Local Business*
12. Certificate of Qualification*
13. Tax & Fee Delinquency*
14. Intent to Comply with Cook County Resident Employment Requirement*
15. Affidavit of Child Support Obligations*
16. Responsible Bidder Affidavit of Compliance*
17. Disclosure of Ownership Interest Statement*
18. Disclosure of Lobbyist Contacts
19. Contract Agreement

***= SIGNATURES ON THESE FORMS MUST BE NOTARIZED.**

Duration Of Bid Offer - Bidder agrees to be bound to the terms of its bid for a period of Ninety (90) calendar days after the Bid Opening Date.

Corporate Officers:

Owner / President: _____
(Signature)

(Printed Name)

Secretary: _____
(Signature)

(Printed Name)

State of Illinois
County of _____

Subscribed and sworn to
before me this ____ day of
_____, 20_____.

Notary Public Signature & Seal

Addendum Receipt

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

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Bid Security

The Bid Security in the amount of:

_____ DOLLARS (_____)

is enclosed herewith in accordance with Forest Preserve District of Cook County requirements.

ATTACH BID SECURITY CHECK HERE

Surety's Statement of Qualification for Bonding

This document must be accurately executed (by the Surety Company) and submitted 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 _____ would execute
(SURETY COMPANY)

a Performance/Payment Bond in favor of the District for the full amount of the bid/Contract

_____ to _____.
(NUMBER) (BIDDER)

The penalty of this bond is to be \$ _____.
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY

(SURETY COMPANY'S AUTHORIZED SIGNATURE)

CORPORATE

(ATTORNEY-IN FACT)

SEAL

AMB#

NAIC#

Pre-Bid Conference and Field Inspection Certification

This is to certify that I attended the mandatory Pre-Bid Conference **IF REQUIRED IN THE BID NOTICE** on _____, 20__ (pre-bid conference date).

This is to certify that I have completed a field inspection on _____, 20__ (inspection date) and am familiar with the existing conditions.

Any condition not accurately specified in the Contract Documents and as found by my field inspection are attached.

Name

Signature

Title or Official Capacity

Company Name

Telephone Number

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

Bidder's Project Experience

Completion of this form is required

Please provide a list of projects completed within the past five years where Bidder has provided similar work as required by this Contract. Attach additional pages if necessary.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors

Bidder's Key Personnel and Subcontractors

Completion of this form is required

Bidder shall provide the names and qualifications of all **key employees** that would be involved in performing this Contract. Identify key employees and their responsibilities. If additional space is needed, feel free to use an additional sheet of paper.

Identify what services, if any, the Bidder will be coordinating through subcontractors. Name the subcontractor firms, addresses and work to be performed on the following page. Please provide any additional information here, such as how long have you been working with each consulting/sub-contractor firm? What experience do you have working together on similar projects?

FOREST PRESERVE DISTRICT OF COOK COUNTY
MBE/WBE UTILIZATION PLAN (SECTION 1)

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

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

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

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

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

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

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

FOREST PRESERVE DISTRICT OF COOK COUNTY
LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect

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

No Yes – Please attach explanation. Proposed Subcontractor: _____

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

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

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the Forest Preserve District of Cook County. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20 ____.

this ____ day of _____, 20 ____.

Notary Public _____

Notary Public _____

SEAL

SEAL

**FOREST PRESERVE DISTRICT OF COOK COUNTY
PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Forest Preserve District of Cook County no later than three (3) days from the date of submission date.

(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the Contract. **(Please explain)**

(2) The specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the Contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**

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

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

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

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

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

(3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**

(4) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

FOREST PRESERVE DISTRICT OF COOK COUNTY
M/WBE CERTIFICATION
RECIPROCAL AFFIDAVIT

If the MBE or WBE Bidder or its subcontractors or suppliers are certified by the City of Chicago or a certifying agency approved by the Cook County Office of Contract Compliance the Bidder must submit a Reciprocal Affidavit with its bid submission.

Firm Name: _____

Address: _____

City: _____

State: _____ Zip _____

Phone: _____ Email: _____

I _____, Contract# _____
(Print Name)

(Print Title)

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

In addition the company must be located within the Metropolitan Statistical Area for Chicago, as established by the Bureau of the Census, currently are the counties of Cook, DuPage, Kane, Lake, McHenry and Will. Please select the county that the company is located in
 Cook DuPage Kane Lake McHenry Will

I also affirm that _____
(Name of Company)

meets the U.S. Small Business Administration Table of Small Business Size Standards <http://www.sba.gov/content/table-small-business-size-standards>.

Upon penalty of perjury, I _____
(Print Name)

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

Signature _____

Title _____ Date _____

Subscribed and sworn to before me the _____ day of _____,
(Month) (Year)

(Notary Signature)

Notary's Seal

My Commission Expires _____

*Other groups, including, but not limited to, Arab-Americans, found by the County to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the County's Marketplace.

Certificate of Qualification as a Local Business

Section 1-8-2 E of the Code provides as follows: The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive and 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 two percent (2%).

Section 1-8-2 (A)(1)(a) of said Code further provides: Definition of Local Business Entity: Shall mean a business entity authorized to transact business in this State and having a bona fide establishment for transacting business within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public Contract is first advertised or announced and further which employs the majority of its regular, full-time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business on the date when any competitive solicitation for a public Contract is first advertised or announced and further which employs the majority of its regular, full-time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business on the date when any competitive solicitation for a public Contract is first advertised or announced and further which employs the majority of its regular, full-time work force within Cook County.

Is the entity submitting this bid as a "Local Business Entity" as defined in Section 1-8-2 (A)(1)(a) of the Code of the Forest Preserve District of Cook County, Illinois?

Yes _____ No _____.

If the answer is "Yes", THEN an authorized person is required to answer the following questions on behalf of the entity:

8. Type of entity (corporation, partnership, etc.): _____

9. Is the entity authorized to transact business in the State of Illinois? _____

10. Is the entity is a foreign corporation? Yes _____ No _____,

If "Yes", answer (a) and (b):

h. Is the corporation in compliance with all applicable local, state, and federal laws governing conducting business in Illinois?

Yes _____ No _____

i. Is the corporation registered to do business in the State of Illinois?

Yes _____ No _____.

If "Yes", then enter Registration Number: _____.

4. State the date on which the entity began transacting business on a continual basis to the present date in Cook County, Illinois? _____.

5. Was the entity a bona fide business establishment in Cook County, Illinois on the date when the competitive solicitation for the Contract was first advertised or announced?

Yes ___ No ___.

6. Does the entity employ the majority of its regular, full-time work force within Cook County, Illinois?

Yes _____ No _____.

I, _____, the _____

(NAME)

(TITLE)

of _____ having been

(NAME OF COMPANY)

duly sworn to state the truth, do hereby affirm that the foregoing statements are true and correct.

(SIGNATURE)

(TITLE)

FOR NON-CORPORATIONS:

FOR CORPORATIONS:

SUBSCRIBED AND SWORN TO

Attest _____
(Secretary of Corporation)

BEFORE ME THIS _____ DAY

OF _____, 20____.

NOTARY PUBLIC

SEAL

Certificate of Qualification

Completion of this form is required

The following certifications are made pursuant to state law and District ordinances (Section 1-8-2(A)(2)). Vendor is cautioned to carefully read these certifications prior to execution of this Contract. Execution of the Contract shall constitute affirmation of these certifications and shall also constitute a warranty by vendor that all the statements set forth within these certifications are true and correct statements of the vendor. Vendor is hereby notified that failure to execute these certifications shall result in disqualification from eligibility for the award of this contract. Vendor is further notified that in the event the District learns that any of the following certifications were falsely made, the Contract shall be subject to termination.

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 of *nolo contendere* or admission of guilt, 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 or local government or school district in the State of Illinois in that Officer's or employee's official capacity; or
2. has been convicted of an act committed, within the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; or
3. has been convicted of bid-rigging or attempting to rig under the laws of the State of Illinois; or
4. has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; or
5. has been convicted of price fixing or attempting to fix prices under the laws of the State of Illinois; or
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; or
7. has been convicted of violations of any other federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts; or

Tax and Fee Delinquency

Completion of this form is required

Section 1-8-2(D) of the Code provides that:

1. DISQUALIFICATION FOR TAX AND FEE DELINQUENCY

No person or business entity shall be awarded a Contract or subcontract for goods or services with the District if such person or business entity is delinquent in the payment of any tax levied by or fee charged by the District. No person or business entity will be prohibited from entering into a Contract or subcontract with the District pursuant to the foregoing sentence if such individual or entity is contesting, in accordance with the appropriate procedures, its liability for the tax or fee or the amount of the tax or fee, and if such person or business entity shows proof of the contest to the District.

2. STATEMENT UNDER OATH

Before awarding a Contract or subcontract for goods or services, the District shall obtain a statement under oath from the person or business entity that none of the taxes or fees contested, or other taxes or fees, are delinquent.

3. FALSE STATEMENTS

The effect of any person or entity making a false statement under oath shall be to entitle the District to set off a portion of the Contract sum equal to the amount of the tax or fee delinquency. In addition, a twenty-five percent penalty on the amount of the tax or fee delinquency shall be imposed. Making a false statement under oath regarding delinquency shall be a misdemeanor, punishable by a fine of \$100.00.

4. DELINQUENCY DURING PENDENCY OF CONTRACT

If during the existence of any Contract or subcontract for goods or services between the District and any person or business entity such person or business shall become delinquent for non-payment of taxes levied by or fees charged by the District, the District shall be entitled to set off a portion of the Contract sum equal to the amount of the tax and fee delinquency, and impose a twenty-five percent penalty on the amount of the delinquent tax or fee.

5. APPLICABILITY

This Section 1-8-2.D. applies to all Contracts and subcontracts for goods and services, including; personal services Contracts, Contracts which are awarded on the basis of a bidding process; Contracts which are not awarded on the basis of a bidding process; Contracts which originate under the authority of the Purchasing Agent of the District; and Contracts originate from any other office or department of the District. For purposes of Section 1-8-2. (D)., "taxes levied and fees imposed" by the District shall mean any and all taxes or fees which are levied, imposed or collected by or on

behalf of the District, its officials, or departments, including but not limited to taxes levied on real estate, and fees and charges imposed by ordinance or by law which are payable to the District, or an office or department of the District, for any permit, license, service or any other purpose.

Taxes and fees shall be construed to include any and all interest and penalties authorized or imposed by law or by ordinance for a late payment or non-payment of taxes or fees. Taxes or fees shall be considered delinquent if a claim, notice or demand for payment has been made for such taxes or fees by or on behalf of the District, the County of Cook, the State of Illinois, the United States of America, or any of their officers or agencies, boards, commissions, or departments without timely payment, except in those cases where authorized procedures for protesting or contesting such taxes or fees have been timely and properly initiated and where such protest or contest remains pending.

I, _____, the _____
(NAME) (TITLE)

of _____, having been duly sworn to state the
(BIDDER)

truth, do hereby affirm that the following is true and correct to the best of my knowledge Bidder is not an owner of real property in Cook County, or a party responsible for the payment of any tax or fee owed to the Forest Preserve District of Cook County, for which such tax or fee is delinquent: YES NO.

If the answer is "No" and the Bidder is an owner of real property in Cook County, please list the Permanent Index Numbers (PIN) for any real estate owned by Bidder:

Signature of Authorized Representative:

(Signature)

(Office/Title)

State of Illinois
County of _____

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

Notary Public Signature & Seal

Intent to Comply with the Cook County Resident Employment Requirement

Completion of this form is required when indicated in the BID NOTICE

Section 1-8-2(G) of the Code provides as follows: For any construction project advertised, or if not advertised, awarded, after the effective date of this ordinance having an estimated Contract value of \$100,000 or more, funded solely with Forest Preserve District of Cook County funds, and where not otherwise prohibited by federal or state law, the total hours worked by persons on the site of the construction project by employees of the Contractor or subcontractors shall be performed at least 50 percent by actual residents of the County of Cook.

The company agrees to comply with said provision and upon request to make available to the Forest Preserve District of Cook County, Illinois its records for the purpose of verification of same.

Check one: YES NO

Name of Company

Signature

Title

State of Illinois
County of _____

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

Notary Public Signature & Seal

Affidavit of Child Support Obligations

COMPLETION OF THIS FORM IS REQUIRED

Section 1-8-2(U) of the code provides that every applicant for a Forest Preserve District of Cook County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive or renew a FPDCC Privilege. When Delinquent Child Support exists, the FPDCC shall not issue or renew any FPDCC Privilege, and may revoke any FPDCC Privilege.

“Applicant” means any person or business entity, including all Substantial Owners, seeking issuance of a FPDCC Privilege or renewal of an existing FPDCC Privilege from the Forest Preserve. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

“FPDCC Privilege” means any business license, including but not limited to liquor dealers’ licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property licenses or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; and Contracts exceeding the value of \$25,000.

“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 FPDCC 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 Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification that the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information

FPDCC: _____ District’s Department: _____

Applicant Information

Last Name: _____ First Name: _____ MI: _____

SS# (last four digits): ____ _ Date of Birth: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Home Phone #: (____) _____ - _____ Driver’s License #: _____

Child Support Obligation Information

The undersigned applicant, being duly sworn on oath or affirmation hereby states that, to the best of my knowledge: (place an “X” next to “A”, “B”, “C”, or “D”)

- A. ____ The applicant has no judicially or administratively ordered child support obligations.
- B. ____ The applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- C. ____ The applicant is delinquent in paying judicially or administratively ordered child support obligations.
- D. ____ The applicant is not a substantial owner as defined above.

The undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Notary Public _____

Responsible Bidder Affidavit of Compliance

**COMPLETION OF THIS FORM IS REQUIRED BY CONTRACTOR
AND ALL SUB-CONTRACTORS**

Project: _____ Contract _____
Number: _____
Business Name: _____
Business Address: _____
Contact Person: _____
Phone: _____
Fax: _____ E-mail: _____

Contractor and all subcontractors shall complete this Affidavit of Compliance ("Affidavit") and submit supporting documentation as required pursuant to *An Ordinance Establishing Responsible Bidder Requirements on Public Works Projects (Sec. 1-8-2(S))*. Contractor and all subcontractors must submit this Affidavit and all related evidence with its bid. Contractor shall be responsible for providing this Affidavit to all subcontractors who will perform work on the project. Failure to comply with all submission requirements may result in a determination that the Contractor is not a responsible bidder.

For the remainder of this Affidavit, "Contractor" refers to the general Contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Affidavit and all documents attached hereto shall become a part of any Contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the Contract.

The undersigned _____, as _____ and on behalf
(Name) (Title)
of _____ having been duly sworn under oath certifies that:

“Yes” indicates compliance with the Act. If the above answer is “No,” list the date(s) of the Department’s finding of a violation: _____

Participation in Approved Apprenticeship Program(s)

- Contractor participates in apprenticeship and training programs applicable to the work to be performed, which are approved by and registered with the United States Department of Labor’s Office of Apprenticeship, or its successor organizations: Yes No

Attach supporting documentation (e.g. Verification letter of signatory Contractor, United States Department of Labor’s Office of Apprenticeship Certification of Registration, Standards of Apprenticeship, Apprenticeship Agreement).

Substance Abuse

Contractor complies with the Illinois Substance Abuse Prevention on Public Works Projects Act by:

- Having a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act: Yes No or:
- Having signed a collective bargaining agreement that deals with the subject matter of the Act and that currently is in effect: Yes No

Workers’ Compensation

Contractor’s employees who will perform work on the project are properly classified and covered under a current workers’ compensation policy: Yes No

Employee Benefits

- Contractor’s employees who will perform work on the project are covered by a health and welfare plan: Yes No
- Contractor’s employees who will perform work on the project are covered by a retirement plan: Yes No

I certify that I am authorized to execute this Affidavit of Compliance on behalf of the Contractor set forth on the first page of this Affidavit, that I have personal knowledge of all the information set forth

herein and that all statements, representations, information and documents provide in or with this Affidavit and attachments hereto are true and accurate.

The Contractor may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

Telephone Number

State of Illinois
County of _____

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

Notary Public Signature & Seal

Disclosure of Ownership Interest Statement

Completion of This Form is Required

The Forest Preserve District of Cook County requires that any Applicant for any District 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 District shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

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

"Applicant" means any entity or person making an application to the District for any District Action."

"District Action" means any action by the District or, a District Department, regarding an ordinance or ordinance amendment, a District approval, with respect to Contracts, leases, or sale or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for District Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and

Is listed on the Applicant's Statement (a "Holder") must file a Statement and complete section #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: Applicant or Stock / Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying information:

Name _____ D/B/A: _____ EIN NO: _____

Street Address: _____

City: _____ State: _____ Zip Code _____

Phone No: _____

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

Name	Address	Percentage Interest in Applicant / Holder
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

Name of Agent / Nominee	Name of Principal	Principal's Address
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Name Relationship	Address	Percentage of Beneficial Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.

Name of Authorized Applicant/Holder Representative (please Print or Type) Title

Signature Date

E-mail address Phone Number

Subscribed to and sworn before me

This _____ day of _____, 20____.

My commission expires: _____

X _____
Notary Public Signature & Seal

COMPLETION OF THIS FORM IS REQUIRED

Disclosure of Lobbyist Contacts

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

Name

Address

In accordance with all Contract Documents hereto attached and to fully complete said work in accordance with the true intent and meaning of the Contract Documents without any further, other or different expense of any nature whatsoever to the District as herein elsewhere more particularly described.

All bidders signatures are required upon bid submittal.

The Forest Preserve District
Of Cook County, Illinois

Contractor:

Director of Planning & Development

PRESIDENT OR AUTHORIZED DESIGNEE

General Superintendent

Title

President of Board of FPDCC

Attest: _____
Secretary
(Affix Corporate Seal here)

Attest: _____
Secretary
(Affix Corporate Seal here)