

**BID SPECIFICATIONS  
FOR  
CONSTRUCTION CONTRACT**

**2024 PICNIC SHELTER REPAIRS AT 11 SOUTH COOK COUNTY  
LOCATIONS**

Yankee Woods 2, Dan Ryan Woods 1, 5, 10 & 15, Flatfoot Lake 1, Schubert's Woods 1,  
Jurgensen Woods 1, Bremen Grove 1, Eggers Grove 3 and Glenwood Woods North 1

**PROJECT NO.: 24-80-26**

**SOLICITATION NO.: 24-80-010979**

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



**BID SUBMISSIONS ARE TO BE SUBMITTED ELECTRONICALLY AT:  
<https://www.cookcountyiil.gov/service/online-solicitation-bid-submission-forest-preserves>**

**BID OPENING DATE: JUNE 26, 2024: BY 10:00 A.M.**

**FOREST PRESERVE DISTRICT OF COOK COUNTY**

**BOARD OF COMMISSIONERS**

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**PURCHASING AGENT**

THOMAS J. CONLON

**INTERIM GENERAL SUPERINTENDENT**

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## I. BID NOTICE

### **2024 PICNIC SHELTER REPAIRS AT 11 SOUTH COOK COUNTY LOCATIONS**

Yankee Woods 2, Dan Ryan Woods 1, 5, 10 & 15, Flatfoot Lake 1, Schubert's Woods 1, Jurgensen Woods 1, Bremen Grove 1, Eggers Grove 3 and Glenwood Woods North 1

**24-80-010979 (24-80-26)**

#### **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, lead-based paint removal, concrete ceiling panel patching, concrete ceiling panel replacement, roof system removal and replacement, and other related work as specified in the plans & specifications.

#### **BN-2. DATE FOR RECEIVING BIDS**

Proposals must be submitted no later than the date and time indicated for submission on the cover page. Late submittals will not be considered.

Bids for the above referenced project are due by **June 26, 2024 at 10:00 A.M.** Central Standard Time (CST). Bids must be submitted electronically and accompanying documentation uploaded to:

<https://www.cookcountyil.gov/service/online-solicitation-bid-submission-forest-preserves>

#### **BN-3. DISTRIBUTION OF BID DOCUMENTS**

Construction Documents are electronically available for download 24 hours a day beginning on June 5, 2024 to June 25, 2024 at the District's web site, <http://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 emailed to the District's Purchasing Agent as follows:

Email: [fpd.purchasing@cookcountyil.gov](mailto:fpd.purchasing@cookcountyil.gov)

**All questions must be received in writing by 5:00 p.m. June 17, 2024.**

#### **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:

**24%** MBE participation goal and a **10%** 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 complete this project. Collectively, MBEs and WBEs shall be deemed "MBE/WBEs".

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

Contract Compliance Administrator  
Forest Preserve District of Cook County  
(312) 603-8342  
Email: [sergio.silva@cookcountyil.gov](mailto:sergio.silva@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.)

DropBox Folder:

<https://www.dropbox.com/scl/fo/sq9qnbe2us9yqvk9uio/APmoxgoLF6a6Cc1Ji0vgKKA?rlkey=btc8y9qr4zwa5pg6tboiy7va&st=6a236kk8&dl=0>

Files posted for Bid:

- 24-26 Picnic Shelter Repairs 2024 - Project Manual.pdf
- 24-26 Picnic Shelter Repairs 2024 - Drawings.pdf

Tree Protection and Preservation Manual:

<https://fpdcc.com/wp-content/uploads/2020/11/FPCC-Tree-Protection-Preservation-Manual-110920.pdf>

## **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: Dan Ryan Woods Central  
Grove 1  
8389 S Western Ave  
Chicago, IL 60620

Cell Phone: 847-309-6195 (Tim Weber, Project Manager)

Time: 10:00 a.m. Date: June 13, 2024

**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 **180** 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.

Liquated damages clause in Section GC-4(g) is applicable to the Work.

The Contract shall end within **180** 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 is not performing trade work, 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 that will perform trade work on a job shall be participants in and/or contribute to 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.



Any subcontractors performing trade work on site -- including second tier subcontractors performing installation work for another supplier subcontractor – must submit a Responsible Bidder Affidavit and supporting documents.

### **BN-13. ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS**

Work is funded in part by grants with additional requirements described in Grant Requirement Certificate:

No  Yes

###

[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. For unit price contracts, 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**. The total bid amount must match the sum of all line items. In the case of any disparity, the sum of all line items will be deemed the total bid amount.
3. For lump sum contracts, 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 included and totaled. The total bid amount must match the sum of all line items. In the case of any disparity between the sum of line-item prices and the total amount, the sum of all line items will be deemed the total bid amount.
4. 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.
5. 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.
6. 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.

7. Alternate bids will not be considered unless specifically called for in the Proposal.
8. 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, provided, however, that the Responsible Bidder Affidavit of Compliance for subcontractors may be submitted within a reasonable time after the bid submission date as determined by the Purchasing Agent. No contract will be awarded to a Bidder for whom a Responsible Bidder Affidavit of Compliance has not been submitted for each sub-contractor.

## IB-3. SUBMISSION OF BIDS

All bidders shall submit their bid, proposal, or qualification package electronically via the link below by the date and hour for the bid opening listed in the Bid Notice:

<https://www.cookcountyil.gov/service/online-solicitation-bid-submission-forest-preserves>

The submitter is responsible for ensuring that its proposal/bid is received at or before the date and time specified in the solicitation. Any bids uploaded after the date and hour set for the bid opening will not be considered. All documentation must be submitted online—physical copies of bids will not be accepted without the express prior written authorization of the Purchasing Agent.

Bidders must complete the required fields in the online form, upload documentation, and click the “Submit” button. Be advised that partial submissions cannot be saved and continued at a later date. Upon submission, bidders will receive a confirmation acknowledging receipt of the submission at the email address provided in the form.

If only one bid has been submitted for a given project, it will not be opened. The Purchasing Agent will notify the sole bidder to ask if the bid should be kept for any future advertisements of the same solicitation, which may be re-posted at a later date.

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 advertisement and bit notice for such project 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 advertisement for such project.

**IB-4. FORM OF BID**

Bid Packages must utilize the blank proposal and contract certification forms enclosed hereto. Said documentation must be complete and include valid signatures for authorized persons, where indicated.

Bidders should ensure that all scanned documentation is of a sufficient size, resolution, and format such that all text and signatures are clearly legible. Information regarding accepted file formats are detailed in the online submission form.

**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**

Subject to Section BN-11 Time of Completion of Contract, Section IB-5 Time of Starting Work, Section IB-14 Schedule and Sequence of Work, Section GC-9 Control and Progress of Work, and any other applicable section of this Contract, within 14 calendar days of the receipt by the successful bidder of the Notice of Award, 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. Such progress schedule shall include proposed milestones, including, without limitation, the activities and time durations required to meet the substantial completion date specified in Section BN-11, dates for completion of each proposed milestone, and turnover dates of any phased remodeling work. Any proposed milestone dates shall be mutually agreed upon by the successful bidder and the District. Failure by the successful bidder to meet the agreed upon milestone dates will be considered a breach of this Contract and cause for the District to implement remedies under Section GC-4.

**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.

**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 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 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.
- C. 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. 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, in whole or in part, 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-12. 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 and 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-13. 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-14. 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-15. 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-16. MBE/WBE CONTRACT GOALS**

### **1. 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 shall abide by all local, state, or federal laws, rules, or regulations applicable to selection of sub-contractors to perform work under this 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, unfavorable discharge from military service, or any other legally protected status.

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

## **IB-17. CONTRACT**

All bidders shall sign and attest the enclosed Contract on behalf of their organization and submit the 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 that the successful Bidder 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-18. PUBLIC WORKS/ PREVAILING WAGE**

**This 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"), which 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 and documentation requirements, please refer to the Illinois Department of Labor website at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>

**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 such as submission of certified transcripts of payrolls to the Illinois Department of Labor.**

Please note that, in the event the unemployment rate 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-19. LIVING WAGE**

Unless expressly waived by the Forest Preserve Board, not less than a living wage shall be paid to each employee of any employer that is awarded a contract or subcontract with the Forest Preserve. As of January 24, 2024, the living wage for Cook County was no less than \$14.42 per hour if employee health benefits are provided to an employee whose health benefit contribution does not exceed 25% of the cost of the health benefit premium; otherwise, \$18.03 per hour.

### **IB-20. 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 Section VI. Bid Proposal – Required Forms).

**IB-21. 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-22. 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-23. 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-24. 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 V 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-25. 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 relate 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-26. 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 the Contract.

The Contractor shall indemnify the District from and against any assessment of improperly charged 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 the Contract. The indemnity herein provided for shall survive the Contract.

### **IB-27. INCREASE OF PRICE**

The Contract Price shall not be increased for any reason, including material or labor shortages due to a change in market conditions, unless approved in writing by the District's Purchasing Agent at their sole discretion and, when required, its Board of Commissioners.

### **IB-28. 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 as provided in the General Conditions, GC-7. Under no circumstances shall there be any oral claims or oral orders for any changes.

### **IB-29. 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-30. 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-31. 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-32. 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-33. INSPECTION**

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

**IB-34. 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/its 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-35. 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-36. NON-DISCRIMINATION**

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

**IB-37. INSURANCE**

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

###

[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 below.

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

**“Contract”** – The agreement between the District and Contractor as set forth in the Contract Documents.

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

**“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 above documents shall be considered as one integrated document setting forth the obligations of the parties.

**“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 Civil Engineer”** - The Chief Civil 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”** or **“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.

## **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. Addenda, if any (later dates take precedence over earlier dates)
2. Amendments to the Contract, if any
3. Detailed Specifications
4. Drawings and Plans
5. Bid Notice
6. Information to Bidders
7. Bid proposal
8. Special Conditions
9. General Conditions

**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 project architect or engineer.

All such drawings shall be approved and signed by the project architect or 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 AND CONTRACTOR**

**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. Foundation surveys and final as-built surveys shall be the responsibility of the Contractor and shall conform to the requirements of the District and any agency having jurisdiction.

**Inspection:** The District's Engineer or project manager 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 Engineer may require material testing to be performed by an independent third party as provided in GC-8(b) at Contractor's expense.

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.
- 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. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the District;
2. Contractor's material failure to perform any of its obligations under this Contract including, without limitation, the following:

- a. Failure to begin the work of this Contract within the specified time;
  - b. Failure to timely perform the Work;
  - c. Failure to perform the Work with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Work;
  - d. Failure to have and maintain all professional licenses required by law to perform the Work;
  - e. Performance of the work in an unsatisfactory manner;
  - f. Refusal to remove material that has been rejected as defective or unsuitable;
  - g. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the District, work that is rejected as erroneous or unsatisfactory;
  - h. Unauthorized discontinuance of the work or impairing the reasonable progress of the work;
  - i. Becoming insolvent or being declared bankrupt;
  - j. Assignment of this Contract for the benefit of creditors without the approval of the Purchasing Agent;
  - k. Failure to submit certified payroll transcripts to the Illinois Department of Labor for work performed on public works Contracts;
  - l. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination;
  - m. Contractor's repeated or continued violations of District ordinances unrelated to performance under the Contract that in the opinion of the Purchasing Agent indicate a willful or reckless disregard for District laws and regulations;
  - n. Failure to timely submit and/or to meet the schedule milestone dates that are established under Section IB-6; or
  - o. Failure to pay subcontractors or suppliers when due as required herein.
- e. **Cure or Default Notice.** The occurrence of any event of default or breach of contract permits the District, at the District's sole option, to declare Contractor in default. The Purchasing Agent will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the Purchasing Agent may in his/her sole discretion give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the Purchasing Agent. The period of time allowed by the Purchasing Agent to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor. Whether to issue the Contractor a Default Notice is within the sole discretion of the Purchasing Agent and neither that decision nor the factual basis for it is subject to review or challenge by the Contractor. The decision to terminate is final and effective upon giving the notice. If the Purchasing Agent decides not to terminate, this decision will not preclude the Purchasing Agent from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice. When a Default Notice with intent to terminate is given, Contractor must discontinue any Work, unless otherwise directed in the notice. Contractor will be barred from transacting business with the District for 1 year from date of the Default Notice.

f. **Remedies.** After giving a Default Notice, the District may invoke any or all of the following remedies:

- Liquidated damages, as provided in Section GC-4(g) hereof;
- The right to take over and complete the work, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Work, and Contractor and/or surety shall be liable and must pay the difference between the total amount of this bill and the amount the District would have paid Contractor under the terms and conditions of this Contract for the work that was assumed by the District as agent for Contractor;
- The right to call upon the surety to complete the work in the accordance with the Contract;
- The right to terminate this Contract as to any or all of the Work yet to be performed effective at a time specified by the District;
- The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- The right to seek money damages;
- The right to withhold all or any part of Contractor's compensation under this Contract; and
- The right to deem Contractor non-responsible in future contracts to be awarded by the District.



- g. **Liquidated Damages. TIME IS OF THE ESSENCE** and Work must be completed within the completion time specified in Section BN-11, subject to such extensions as may be granted in writing by the District. The Contractor agrees that, if the Request for Price Proposal states that liquidated damages will apply to the Work, the District shall deduct a sum equal to the amount shown in the following schedule of deductions, from the amount to be paid to Contractor for each day after the above-mentioned completion time for the Work (Sundays, and holidays included) that the Work remains incomplete. This amount is agreed upon as the proper measure of the liquidated damages that the District will sustain per day, by the failure of the Contractor to complete the work at the stipulated time, and is not to be construed in any sense, as a penalty. The liquidated damages for failure to complete the Contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and/or supervision during periods of extended and delayed performance. The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the District during extended and delayed performance by the Contractor of the Work, remaining incidental Work, correction of work improperly completed, or repair of Work damaged as a result of the Contractor. The District will deduct these liquidated damages from any monies due or to become due to the Contractor from the District.

Schedule of Deductions for Each Day of Overrun in Contract Time		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day
\$0	\$100,000	\$475
100,000	500,000	750
500,000	1,000,000	1,025
1,000,000	3,000,000	1,275
3,000,000	6,000,000	1,425
6,000,000	12,000,000	2,300
12,000,000	And over	5,800

When a completion date is specified, the daily charge will be made for every day shown on the calendar beyond the specified completion date.

- h. **Non-Exclusivity of Remedies.** The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the District considers expedient.
- i. **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.
- j. **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 REGULATIONS 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. **Ethics Ordinance: The Contractor shall comply with the District's Ethics Ordinance, including restrictions against attempts to influence public employees.** The Contractor shall not, under circumstances which might reasonably be interpreted as an attempt to influence the recipient in the conduct of its duties, accept any gratuity or special favors from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the Work under the Contract.

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

- c. **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-4(a) "Land for the Work".

1. All projects that include new construction must have a valid permit issued by the Cook County Department of Building and Zoning ("CCBZ"). Projects that include only maintenance or repairs to existing infrastructure may not necessarily require a permit.
  2. If a permit is required, all Contractors and subcontractors must be registered with the CCBZ.
  3. If a permit is required, all Contractors and subcontractors must file a letter of intent with CCBZ on company letterhead which includes the permit number and describes the work that will be performed.
  4. If a new Contractor or subcontractor is added to a project where a permit is required, the new firm 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.
- d. **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.
- e. **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.

- f. **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.

- g. **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.
- h. **Sanitary Provisions:** The Contractor shall observe all rules and regulations of any and all health departments applicable to the project being 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.
- i. **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 Contract. 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.
- j. **Prompt Payment to Subcontractors and Suppliers:** When a Contractor receives any payment from the District for any supplies, equipment, goods, or services, it has provided to the District pursuant to this Contract, the Contractor must make payment to its subcontractors within 15 days after receipt of payment from the District. A breach of this Section GC-5(j) shall be subject to, without limitation, the remedies set forth in this Contract for contractual breaches.

**k. 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 suppliers of materials or services, Contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Contract.

**GC-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, at all times relevant to this Contract, maintain in force at its expense insurance that complies with the coverage, policy limit requirements, and all other terms described in **Section GC-7**, which terms shall be incorporated into and made part of the eventual contract.

**GC-7. INSURANCE REQUIREMENTS:**

**Forest Preserve District of Cook County Insurance Requirements**  
**Waiver of Subrogation and Insurance Requirements**

**Subrogation and Waiver**

The Vendor shall require their insurers to waive their rights of recovery, under subrogation or otherwise, against the District, District's Board of Commissioners and employees of the District.

The Vendor shall waive its rights of recovery against District, District's Board of Commissioners and employees of District which Vendor may have because of deductibles or inadequacy of limits of any policies of insurance that are in any way related to the work.

**Insurance Requirements of the Vendor**

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

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Vendor's responsibility for payment of damages resulting from its operations under this Agreement. All policies required shall be on a primary and non-contributory basis with respect to any insurance or self-insurance programs carried or administered by the District, with the exception of Workers' Compensation and Professional Liability.

The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Agreement, written approval is granted by the District's Purchasing Agent for variance from those limits.

Vendor shall require all subconsultants and subcontractors to provide the insurance required in this Agreement, or Vendor may provide the coverage for them. All Subconsultants and subcontractors are subject to the same insurance requirements as Vendor.

**Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction. The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of  
\$500,000 each Accident  
\$500,000 each Employee  
\$500,000 Policy Limit for Disease
- (2) Broad form all states coverage

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation, the following coverages:

- (a) All premises and operations;
- (b) Independent Contractor's Protection Liability;
- (c) Contractual Liability;
- (d) Products/Completed Operations;
- (e) Broad Form Property Damage Liability;
- (f) Cross Liability.

(c) **Commercial Automobile Liability Insurance**

When any motor vehicles are used in connection with the Services to be performed, Vendor shall secure Commercial Automobile Liability Insurance to cover all owned, non-owned and hired automobiles, trucks and trailers. The Commercial Automobile Liability Insurance limits shall not be less than the following:

Liability - All Autos - Bodily Injury & Property Damage:

\$1,000,000 per Occurrence

Uninsured/Underinsured Motorists: Per Illinois Requirements

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

In addition to the limits specified above, Vendor shall secure and maintain additional limits in the amount necessary to increase the overall coverage to \$3,000,000 each occurrence for all liability.

(e) **Professional Errors & Omissions Insurance**

Vendor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the District under this Agreement. This professional liability insurance shall remain in force for the life of the Vendor's obligations under this Agreement, and shall have a limit of liability of not less than \$2,000,000 with a deductible of not more than \$100,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made form coverage shall be maintained by the Vendor for a minimum of three years following the expiration or early termination of this Agreement and the Vendor shall annually provide the District with proof of renewal.

**Additional requirements****(a) Additional Insured**

Forest Preserve District of Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability, Automobile and Umbrella/Excess insurance policies.

**(b) Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the District Purchasing Agent.

**(c) Insurance Notices**

All policies of insurance which may be required under terms of this Agreement shall be endorsed to provide that the insurance company shall notify the District's Purchasing Agent at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Vendor commences performance of any of its part of the work, Vendor shall furnish to the District certificates of insurance maintained by Vendor. The receipt of any certificate of insurance does not constitute agreement by the District that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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

The District maintains the right to modify, delete, alter or change these insurance requirements.

**GC-8. 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. However, any changes in plans or specifications must be documented in writing as provided in IB-28. 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 or ten percent (10%) of the total contract price, whichever is greater, and/or time extension of more than one (1) year, 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 or less than ten percent (10%) of the total contract price, or time extension less than one (1) year may be made with the advance approval of the Purchasing Agent. Notwithstanding the above, if the original Contract price is less than \$150,000, then approval of the Board of Commissioners of the Forest Preserve District of Cook County must be obtained for any increase in cost which causes the total price payable by the District under the Contract to equal or exceed one hundred fifty thousand dollars (\$150,000.00) during the term of the Contract.
- c. **Additional Work:** When changes in the work results in an increase in the quantities of work that appear in the Bid Proposal then such work shall be considered "Additional Work" and shall conform to the Contract requirements as if included with the original scope of work. In case the total value of the Additional Work involved in the changes involves an increase of more than \$5,000 or ten percent (10%) of the total contract price, whichever is greater, or a time extension of more than one (1) year, then approval is required by the Board of Commissioners of the Forest Preserve District of Cook County. Notwithstanding the above, if the original contract prices is less than \$150,000, then approval of the Board of Commissioners of the Forest Preserve District of Cook County must be obtained for any increase in cost which causes the total price payable by the District under the Contract to equal or exceed one hundred fifty thousand dollars (\$150,000.00) during the term of the Contract. Any performance and payment bond and insurance required by the Contract must be modified as necessary to cover any Additional Work prior to the start of such Additional Work.

All such Work and materials as do not appear in the Proposal or Contract shall be designated as "Additional Work" and paid for as specified hereinafter under Payment for "Additional Work" under Section GC- 10(g). Claims for Additional Work will be rejected unless authorized in writing by the District.

- 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-9. 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 Contractor will bear the cost of all inspections and testing of materials. Material testing may include, without limitation, soil and fill compaction, concrete compressive strength and asphalt density. Testing shall be completed by an independent third party approved by the District.

- 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-10. 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 of Contractor 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:** It is understood and agreed that **TIME IS OF THE ESSENCE FOR THIS CONTRACT**, and the Contractor shall begin the work within the timeframe specified in the Instructions to Bidders (Section IB-5) and Bid Notice (Section BN-11) 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.

- 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-11. 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. **Requirements for Payment:** Contractor will not be paid in advance for work not completed. The Contractor must submit all the items listed in Section GC-11(f) below with each request for payment to the Contractor.
- 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 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.

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. Itemized time records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date;
  5. Itemized expense records if Contractor uses District funds or is requesting reimbursement from the District for such expenses;
  6. Notarized Contractor's Waiver of Lien for current payment application;
  7. Notarized Subcontractor's & Suppliers Waivers of Lien for immediately preceding payment application;
  8. MBE/WBE status report (see Special Provisions, SP-1, III.A.); and
  9. Any other reasonable documentation required by the District.

Failure to include any of the above with any request for payment shall cause delay or non-payment with respect to the payment request.

**g. Payment for Additional Work:** When additional Work is necessary and falls under the classification of Additional Work as described in Section GC-7(c) and any required Board approval has been obtained, then such Additional Work shall be paid for as follows in Section GC-10(g)(1), Section GC-10(g)(2), or Section GC-10(g)(3) below.

1. **Unit Price Basis.** When Additional Work results in an increase in the quantities of work that appear in the Bid 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.
2. **Lump Sum Basis.** When Additional Work cannot be classified under a contract unit price basis, provided that Additional Work can be performed on a pre-agreed upon lump sum basis by the Contractor and District, the Contractor shall charge the District at cost with a reasonable amount for overhead and profit not to exceed the percentages set forth in the table below.

<b>Mark-Up Type</b>	<b><u>Not to Exceed Percentages for Overhead and Profit</u></b>
Allowable mark-up that can included by Sub-Contractor on its own work	10% in total, of the approved Additional Work it performs can be included by a Sub-Contractor
General Contractor's allowable mark-up on work performed by its Sub-Contractors	5% of the total value of approved Additional Work that is performed by the General Contractor's Sub-Contractors
For Labor and Material performed by General Contractor's own forces	10% of the Value of Labor and Material required for approved Additional Work that is performed by General Contractor's own forces
For Increases in Performance and Payment Bond and Insurance to be provided by General Contractor as necessary to cover Additional Work	3% in total, of the Value of approved Additional Work performed (No mark-up allowed if no increase in Performance and Payment bond and insurance)

3. **Force Account Basis.** When Additional Work cannot be classified under a contract unit price basis or a lump sum price basis, the work shall proceed on a force account basis. On a force account basis, the Contractor and the District 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. The Contractor and District shall agree, prior to start of any force account work on the equipment rental and labor rates which shall apply.

The Contractor shall charge the District at cost with a reasonable amount for overhead and profit not to exceed the percentages set forth in the table below.

<b>Mark-Up Type</b>	<b><u>Not to Exceed Percentages for Overhead and Profit</u></b>
Allowable mark-up that can included by Sub-Contractor on its own work	10% in total, of the approved Additional Work it performs can be included by a Sub-Contractor
General Contractor's allowable mark-up on work performed by its Sub-Contractors	5% of the total value of approved Additional Work that is performed by the General Contractor's Sub-Contractors
For Labor and Material performed by General Contractor's own forces	10% of the Value of Labor and Material required for approved Additional Work that is performed by General Contractor's own forces
For Increases in Performance and Payment Bond and Insurance to be provided by General Contractor as necessary to cover Additional Work	3% in total, of the Value of approved Additional Work performed (No mark-up allowed if no increase in Performance and Payment bond and insurance)

**4.**

**General.** With respect to Section GC-10(g)(1), Section GC-10(g)(2) or Section GC-10(g)(3), prior to the start of Additional Work, the Contractor shall submit a written proposal with supporting documentation to the District itemizing the costs associated with the Additional Work, including, without limitation, labor, benefits, insurance and payroll taxes, material, equipment, rentals, and cost for increase in performance bond. Pricing for any Additional Work shall be agreed upon in writing by the Contractor and the District prior to the start of any Additional Work. When submitting invoices for payment, Contractor shall include written supporting documentation as required in Section GC-10(f). Any performance and payment bond and insurance required by the Contract must be modified as necessary to cover Additional Work prior to the start of such Additional Work. Contractor shall not begin any Additional Work without express written authorization of the District.

## **GC-12. 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. The guarantee herein provided shall survive the Contract.

## **GC-13. 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 regarding this subject hereof. No alteration, modification or amendment to this Contract shall be valid unless in writing, signed and approved by all authorized representatives or agents.

## **GC-14. 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-15. SEVERABILITY CLAUSE**

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

## **GC-16. 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-17. 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 Contract are fully qualified, licensed as required, and skilled to perform said services.

**GC-18. 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-19. 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-20. 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-21. 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-22. 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 Contract 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-23. ASSIGNMENT**

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

###

[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 Contract Compliance Administrator 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 Contract Compliance Administrator 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 found at <https://www.cookcountyil.gov/service/contracting-opportunities> or upon request to the District's Contract Compliance Administrator.]***

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 Contract Compliance Administrator 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 or, the City of Chicago are encouraged to respond to this bid request. Firms that are only certified by the City of Chicago 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 Contract Compliance Administrator 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 Contract Compliance Administrator 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 Contract Compliance Administrator, then the Contractor may substitute or add a non-certified firm. If the Contract Compliance Administrator determines that good faith efforts have NOT been made, the Contract Compliance Administrator 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 Contract Compliance Administrator. 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 Contract Compliance Administrator within 21 calendar days of receipt of the notice of intent to impose an adverse decision.

## 2. Change Orders and Contract Amendments

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 Contract Compliance Administrator may then adjust the Project Specific Goals accordingly.

If the Contract is amended through a change order, administrative extension/increase or otherwise, Contractor will be required to submit a revised Utilization Plan to the Contract Compliance Administrator in accordance with Code Sections 1-8-5b.M(3), 1-8-5.J(5) and other applicable provisions. Revised Utilization Plans will be accepted at the sole discretion of the Contract Compliance Administrator and will also be monitored throughout the term of the Contract.

### **SP-4. CONTRACT CLOSEOUT PROCEDURES**

After receipt of Contract close-out documents, the Contract Compliance Administrator 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 Contract Compliance Administrator 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 Contract Compliance Administrator determines that the Contract's terms have not been fulfilled, the Contract Compliance Administrator 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

Detail Specifications and drawings are not included in this document and must be downloaded at the link below. Please note that the download may take a few minutes. (Drawing and Project Manual documents are specifically part of the Contract documents.)

DropBox Folder:

<https://www.dropbox.com/scl/fo/sq9qnbef2us9yqvk9uio/APmoxgoLF6a6Cc1Jj0vgKKA?rlkey=btc8y9qr v4zwa5pg6tboiy7va&st=6a236kk8&dl=0>

Files posted for Bid:

- 24-26 Picnic Shelter Repairs 2024 - Project Manual.pdf
- 24-26 Picnic Shelter Repairs 2024 - Drawings.pdf

## 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. Familial Disclosure Statement
20. Contract Agreement

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

**Bidder's Information & Proposal**

**2024 PICNIC SHELTER REPAIRS AT 11 SOUTH COOK COUNTY LOCATIONS:**

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

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

Business Name: \_\_\_\_\_

FEIN# / SSN# \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number(s) (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

Having carefully examined the Bid Notice, the Information for Bidders, General Conditions, Special Provisions, Detailed Specifications, Drawings, and Required Forms prepared for work entitled: **2024 PICNIC SHELTER REPAIRS AT 11 SOUTH COOK COUNTY LOCATIONS**, as well as the premises and the conditions affecting the work, the undersigned hereby agree(s) to furnish all labor, labor materials, equipment, machinery, apparatus, implements, for the Work in accordance with the Contract Documents as noted, for the Total Bid Amount of:

**TOTAL BID INCLUDING CONTINGENCY:**

\_\_\_\_\_ \$ \_\_\_\_\_  
(WORDS) (FIGURES)

The Forest Preserve District of Cook County is exempt from Federal Excise Tax, Illinois Retailers' Occupational Tax and Transportation taxes, therefore these taxes are not to be included in the Bid Proposal.

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

### Schedule of Base Bid Prices – Lump Sum Contract

	DESCRIPTION	Qty	UNIT	UNIT PRICE	AMOUNT
1.0	Lead Based Paint Removal & Disposal per specifications	11	Per Shelter		
2.0	Concrete Panel Replacement – Remove & replace existing ~16"x48"x2" concrete panels sections per specifications -	300	Per Panel Section		
3.0	Concrete Panel Patching – Repair existing concrete panels – (assume 10 per site) (Contractor responsible for spalls caused by new roof attachment)	110	Per Patch		
4.0	Roofing – Roofing supplies	11	Per Shelter		
4.1	Roofing – Remove existing roofing and install new roof system per specifications	11	Per Shelter		
5.0	Painting - prepare and paint exposed concrete ceiling and steel as specified	11	Per Shelter		
6.0	Contractor’s Miscellaneous Costs **	--	--	--	
7.0	FPCG Contingency *	--	--	--	\$75,000.00
<b>TOTAL BASE BID (Including Allowances and Contingency)</b>					

Unit Cost	If directed by Forest Preserves, additional cost to remove <b>ONE (1)</b> existing panel and provide an additional ~16"x48"x2" panel at any site.	\$ Per Panel
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\* All work associated with the Owner’s Contingency use shall be approved in writing by the District’s representative prior to proceeding with the work. All unused portions of the District’s contingency must be returned to the District in the form of a deductive change order prior to final completion.

\*\* Bidders shall indicate the Contractor’s miscellaneous costs, including but not limited to, General Conditions, Overhead and Insurance, Performance and Payment Bonds, and Profit.

Prices must be given for all items listed in its Bid Proposal. All amounts must be included and totaled. **The total bid amount must match the sum of all line items.** In the case of any disparity between the sum of line-item prices and the total amount, the sum of all line items will be deemed the total bid amount.

Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone Nos. \_\_\_\_\_

Note: All Proposal Sheets shall be completed. All spaces provided for Amounts and Totals must be legibly printed in ink or typed.

## **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 NOTARIZED BID SECURITY DOCUMENT 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.

## Exceptions to Detailed Specifications

**IMPORTANT**

Do all aspects of the bid comply with the Detailed Specifications?

YES \_\_\_\_\_ NO \_\_\_\_\_

If your answer is "NO" explain below:

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## **Bidder's Project Experience**

**Completion of this form is required for all Bidders.**

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.

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

## **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. The District reserves the right to reject any Project Manager or Superintendent or other key personnel proposed by the successful bidder for this project that the District deems to be lacking in sufficient knowledge or experience to properly perform the work required under this Contract in a timely and cost effective manner. The District further reserves the right to reject proposed key personnel who due to logistics or other project assignments may not be able to provide a sufficient management focus on this project. If the District exercises its right to reject key personnel, the successful bidder will promptly provide alternative personnel that is acceptable to the District.

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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 pages. 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?

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**Subcontractors who will Perform Work on the Project**

<b>Name</b>	<b>Address</b>	<b>Work to be Performed</b>

Forest Preserve District of Cook County  
Office of the Purchasing Agent

**Identification of Subcontractor/Supplier/Subconsultant Form**

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. **The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract.** In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Date:  Contract Title:

Solicitation Number:

Subcontractor/Supplier/Subconsultant:

Authorized Contact for Subcontractor/Supplier/Subconsultant:

Email Address (Subcontractor):

Company Address (Subcontractor):

City, State and Zip (Subcontractor):

Telephone and Fax (Subcontractor):

Estimated Start and Completion Dates (Subcontractor):

**Note: Upon request, a copy of all written subcontractor agreements must be provided to the Purchasing Agent.**

Description of Services or Supplies:	Total Price of Subcontract for Services or Supplies:
<input type="text"/>	<input type="text"/>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. **This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Contract Compliance Administrator.**

Contractor:

Name:

Title:

Prime Contractor Signature:

Date:

**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 Special Provisions (SP-2).

**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 – available from the Office of Contract Compliance)
- \_\_\_\_\_ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

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

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

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

MBE/WBE Firm: \_\_\_\_\_

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.

**\*Letters of Intent, current Letters of Certification and documentation of Good Faith Efforts must be submitted at the time of bid.**

**FOREST PRESERVES OF COOK COUNTY  
LETTER OF INTENT (SECTION 2)**

M/WBE Firm: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Ethnicity: \_\_\_\_\_  
City/State: \_\_\_\_\_ Zip \_\_\_\_\_ Bid/Proposal/Contract #: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ FEIN #: \_\_\_\_\_  
Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement 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 PRESERVES 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.**

- (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 recip 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. **(Attach copy of written solicitations made )**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attached supporting documentation )**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations **(Attach copy of written solicitations made)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) 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 Preserves of Cook County  
M/WBE Reciprocal Certification Affidavit**

Firm Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone (\_\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

I \_\_\_\_\_,  
*(Authorized Representative)* *(Print Title)*

of \_\_\_\_\_ do hereby affirm:  
*(Name of Firm)*

1) \_\_\_\_\_ is a Minority and/or Women Business Enterprise  
*(Name of Firm)*

currently certified by the City of Chicago as:  Black  Hispanic  Asian  Woman-owned business.

2) With respect to \_\_\_\_\_, the personal net worth of the qualifying  
*(Name of Firm)*

(51%) individual(s) does not exceed \$2,689,571.25, excluding the individual's ownership interest in the M/WBE firm and the equity of the owner's primary residence, and otherwise meets the requirements of Chapter 34, Article IV of the Cook County Procurement Code. (As per Section 34-263 of the Cook County Procurement Code, an individual's personal net worth includes only his or her own Share of assets held jointly or as community/marital property with the individual's spouse.)

3) The average annual gross receipts of \_\_\_\_\_,  
*(Name of Firm)*

as derived from tax filings over the five most recent years, does not exceed the Small Business Size Standards published by the U.S. Small Business Administration found in Title 13, Code of Federal Regulations, Part 121. (<http://www.sba.gov/content/small-business-size-standards>)

Upon penalty of perjury, I \_\_\_\_\_ affirm that, to the best of my  
*(Authorized Representative)*

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

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ / \_\_\_\_\_  
*(Month)* *(Year)*

\_\_\_\_\_  
*(Notary's Signature)*

Notary's Seal

My Commission Expires \_\_\_\_\_

## 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 five percent (5%).

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:

7. Type of entity (corporation, partnership, etc.): \_\_\_\_\_

8. Is the entity authorized to transact business in the State of Illinois? \_\_\_\_\_

9. Is the entity is a foreign corporation? Yes \_\_\_\_\_ No \_\_\_\_\_,

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

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

I, \_\_\_\_\_ of \_\_\_\_\_,  
(TITLE) (BIDDER)

do hereby affirm by checking each item below that the following is true and correct to the best of my knowledge:

- \_\_\_ Bidder has not been convicted, or entered a plea of *nolo contendere*, or made an admission of guilt to any act described in the identified Ordinance (Section 1-8-2(A)(2)) of the Forest Preserve District of Cook County.
- \_\_\_ The owner, partner or shareholder who controls, directly or indirectly, Twenty Percent (20%) or more of the business or offices of the business entity has not been convicted or entered a plea of *nolo contendere* or made an admission of guilt to any act described in the identified Ordinance.
- \_\_\_ Bidder does not employ an officer, any individual who was an officer of another business entity at the time the latter business entity committed a disqualifying act described in the identified Ordinance.
- \_\_\_ Bidder does not have an owner who controls, directly, Twenty Percent (20%) or more of the business who was an owner who, directly or indirectly, controlled Twenty Percent (20%) of another business entity at the time the latter committed a disqualifying act described in the identified Ordinance.

\_\_\_\_\_  
(SIGNATURE)

State of Illinois  
County of \_\_\_\_\_

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

Notary Public: \_\_\_\_\_  
(Signature & Seal)

## **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



## Declaration of Child Support Obligations

*This form must be completed by all Applicants seeking issuance or renewal of a County Privilege.*

Applicable law provides that every applicant for a County Privilege shall be in full compliance with any child support order before such applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege and may revoke any County Privilege.

- **Applicant:** any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.
- **County Privilege:** any business license, including but not limited to liquor dealer’s 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; County HOME Loan; and contracts exceeding the value of \$10,000.
- **Substantial Owner:** any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial owner means that individual or sole proprietor.

All Applicants are required to complete this declaration and comply with the Child Support Enforcement Ordinance. An Applicant's signature on this form constitutes a certification that the information provided below is correct and complete, and that the individual signing this form has personal knowledge of such information.

**Section A: Applicant Information:**

*If Applicant is a business entity with no Substantial Owners, check Box D in Section B.*

*If Applicant is a business entity with Substantial Owners as defined above, each Substantial Owner must complete and submit this declaration.*

Business Name:

Last Name:  First Name:

Date of Birth:  Social Security Number (last four digits):

**Section B: Child Support Obligation Information:**

The undersigned Applicant, being duly sworn on oath or affirmation hereby states that, “To the best of my knowledge”: (click check box left of questions “A”, “B”, “C”, or “D” as is appropriate)

- A.** I do not have judicially or administratively ordered child support obligations.
- B.** I have an outstanding judicially or administratively ordered obligation, but is paying it in accordance with the terms of the order.
- C.** I am delinquent in paying judicially or administratively ordered child support obligations.
- D.** I am an authorized representative of the applicant. The applicant does not have any Substantial Owners as described above.

The undersigned Applicant understands that failure to disclose any judicially or administratively ordered child support debt will be grounds for denying, suspending, or revoking County Privilege(s); and, declares under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Applicant Signature:  Date:

**For Internal Office Use Only:**

Department Name:  Contact Name:

Date Received:  Contact Email:

Contract/Permit/Application Number:

**Responsible Bidder Affidavit of Compliance**

**COMPLETION OF THIS FORM IS REQUIRED BY CONTRACTOR  
AND ALL SUB-CONTRACTORS<sup>1</sup>**

**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 sub-contractors 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:  
(Contractor)

<sup>1</sup> Per Section IB-2, the Responsible Bidder Affidavit of Compliance for subcontractors may be submitted within a reasonable time after the bid submission date as determined by the Purchasing Agent.

**Business Organization**

The form of business organization of the Contractor is (indicate the state and date of incorporation if applicable): \_\_\_\_\_

Are you Authorized to do business in the State of Illinois:        Yes  No

**Attach copy of the Office of the Secretary of State of Illinois, Department of Business Services Certificate of Good Standing.**

Federal Employer I.D. # or SSN (if an individual or sole proprietor): \_\_\_\_\_

The Contractor, agent, partner, employee, or officer of the Contractor, is not debarred, suspended, proposed for debarment, or declared ineligible from Contracting with any unit of state or local government. ("Yes" indicates the above statement is correct): Yes  No

**Subcontractors**

- Contractor disclosed the name and address of each subcontractor for whom the Contractor has accepted a bid and/or intends to hire on any part of the project on the Bidder's Key Personnel & Subcontractor Form: Yes  No
- Contractor provided this *Affidavit of Compliance* to all of the above-referenced subcontractors.  
Yes  No

**EOE Compliance**

Contractor is in compliance with provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions): Yes  No

I.D.H.R. #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Prevailing Wage Compliance**

- Contractor has reviewed the applicable prevailing wage laws (including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act), will strictly comply with applicable prevailing wage laws, and will pay the applicable prevailing wage rates: Yes  No
- Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act within the past three years: Yes  No

“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 and/or subcontractor performing applicable work 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 that verifies the Contractor’s current participation in a certified Department of Labor training program for the trade work applicable to the contract. Such documentation must include the name of the Contractor or Subcontractor performing the work.**

### **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: \_\_\_\_\_ FEIN 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
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- 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
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- 3. Is the Applicant constructively controlled by another person or Legal Entity?  Yes  No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
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**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 AND NOTARIZATION OF THIS FORM IS REQUIRED

### Disclosure of Lobbyist Contacts

List all persons or entities, which have made lobbying contacts on your behalf, with respect to, this Contract.

Name

Address

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Not Applicable

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)

## FAMILIAL DISCLOSURE FORM

### Completion of this Form is Required

The evaluation process for responses to this RFP is intended to be free from any conflict of interest that may prevent an objective evaluation. The person responding to this RFP must disclose his or her familial relationships with employees and appointed or elected officials of the Forest Preserves of Cook County (the “Forest Preserve”). If the submitting party is a business entity, then the business entity must disclose the familial relationships with the Forest Preserve’s employees and appointed/elected officials by the individuals who are and, during the year prior to the submission of this RFP, were:

- Members of the entity’s board of directors,
- Officers or partners of the entity,
- Employees or independent contractors responsible for the general administration of the entity,
- Agents authorized to execute documents on behalf of the entity, and
- Employees who will be directly engaged in doing work with/for the Forest Preserve on behalf of the entity.

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a Forest Preserve employee or elected/appointed official, or any person who is related to such an employee or official, whether by blood, marriage or adoption.

Disclose any familial relationships here:

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Not Applicable

Signature of Authorized Representative:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Office/Title)

## Grant Requirement Certificate

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

Work under this Contract is funded in whole or in part by a grant that requires the Contractor and subcontractor(s) adhere to certain requirements, including, but not limited to, the following:

*[Project Managers to insert requirements here. Sample requirements for Build Illinois Bond funded projects include:*

**Domestic Preferences for Procurements.** *In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.*

*Apprenticeship Requirements in compliance with the Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq), unless waived by \_\_\_\_\_ [agency]*

Contractor must conform with the additional requirements as provided above and require its subcontractors to adhere to such requirements as well to the greatest extent practicable.

Your signature below represents your agreement as the Contractor to abide by the Grant terms and conditions in the performance of the Contract. This Certificate should not be construed as a waiver of any rights or remedies under the Contract. Violation of this Certificate is considered a breach of the Contract.

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

State of Illinois  
County of \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public Signature & Seal

## Contract Agreement

**COMPLETION OF THIS FORM IS REQUIRED**

The undersigned acknowledges receipt of Contract Documents and addenda as indicated within the Contract Documents.

The undersigned makes the foregoing bid in the total amount of:

\$ \_\_\_\_\_  
(FIGURES) (WORDS)

subject to all of the terms and conditions of the Contract Documents. The undersigned certifies that all of the foregoing statements of the vendor certifications are true and correct.

The undersigned acknowledges that if awarded this Contract they will not commence work until they are in receipt of: (a) the purchase order issued by the District and (b) formal written Notice to Proceed from the District.

(TO BE FILLED IN BY FPDCC)

This Contract agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Forest Preserve District of Cook County, an Illinois Special District, (hereinafter referred to as "the District") and

\_\_\_\_\_, located at  
(Contractor)

\_\_\_\_\_ in \_\_\_\_\_,  
(Street Address) (City, State)

hereinafter referred to "the Contractor". The District and the Contractor shall at times collectively be referred to as "the Parties." The Contractor covenants and agrees to furnish all labor, materials, equipment and service of every kind, and to do and perform each and every act and thing necessary or proper for:

**CONTRACT NO.: 24-80-26**

**SOLICITATION NO.: 24-80-010979**

**PROJECT NAME: 2024 PICNIC SHELTER REPAIRS AT 11 SOUTH COOK COUNTY LOCATIONS**

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 Sea here)