

**JOB ORDER CONTRACT  
CONSTRUCTION SERVICES AGREEMENT  
CONTRACT NO: 11-28-055**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
Office of the Chief Procurement Officer**

**AND**

**Paul Borg Construction Company  
(Based on City Contract No. 15035)**

# PROFESSIONAL SERVICES AGREEMENT

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## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Paul Borg Construction Company, authorized to do business in the State of Illinois hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 7th day of September, 2011, (the "Effective Date") as evidenced by Board Authorization letter attached hereto as EXHIBIT 5.

## BACKGROUND

**Whereas**, the County, pursuant to Section 34-140 ("the Reference Contract Ordinance") of the Cook County Procurement Code, states: "If a governmental agency has awarded a contract through a competitive method for the same or similar supplies, equipment, goods or services as that sought by the County, the Procurement may be made from that vendor at a price or rate at least as favorable as that obtained by that government agency without utilizing a competitive procurement method set forth in this Procurement Code;" and

**Whereas**, the City awarded a Job Order Contracting ("JOC") contract to support a City-wide "JOC" Program; and

**Whereas**, the County through the City-County collaboration initiative, wishes to leverage the procurement efforts of the City; and

**Whereas**, the County desires certain similar services of the Contractor; and

**Whereas**, the County has identified sixteen (16) initial projects to be completed under the JOC Program and may identify additional projects in the near future; and

**Whereas**, the sixteen (16) initial projects are listed in Exhibit 1, County Construction Projects; and

**Whereas**, the Contractor will be compensated as per the Construction Task Catalog, set forth in Exhibit 2 and the Adjustment Factor stated in the City Contract also set forth in Exhibit 2.

**Whereas**, the Contractor agrees to provide to the County, JOC Construction Services; and

**Whereas**, the Contractor warrants that it is ready, willing and able to perform these services for the County set forth in Exhibit 1, all on pricing and payment terms equivalent to or more favorable to the County than those contained in the City Contract; and

**Whereas**, the County and the Contractor agree to the Terms and Conditions as stated in the City Contract, hereto incorporated by reference as Exhibit 3, City Contract all as may be applicable to the County; and

**NOW, THEREFORE,** in consideration of the mutual promises and covenants herein contained, the sufficiency of which is acknowledged by each of the Parties, the Contractor and the County agree and the information set forth is incorporated by reference herein.

**INCORPORATION OF BACKGROUND INFORMATION**

The Background Information set forth above is incorporated and made a part of this Agreement by reference.

**Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 County Construction Projects
- Exhibit 2 Adjustment Factor and Construction Task Catalog (reference only)
- Exhibit 3 City Contract No. 15035 (reference only)
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization

EXHIBIT 1

**County Construction Projects**

## **County Construction Projects**

1. Remove and Replace Air Dryers at Stroger Hospital
2. Remove and Replace Lime in Basins at Stroger Hospital
3. Boiler Room Valve Replacement at OFH
4. Descale Powerhouse Boilers 1,2, &3 at OFH
5. Powerhouse Refrigeration Air Dryer
6. Replacement of Running Track at DOC Boot Camp
7. Repaving and Striping at Division XI Parking Lot
8. Stroger Hospital – Surface Lot Parking
9. New Exterior Doors at Fantus Clinic
10. Remove and Replace West Storefront and Entrance Door at Bridgeview
11. Maywood Fire Pump and Exterior Fire Bell Replacement
12. Maywood Courthouse Supply Fan Repair/Replacement
13. Provident Hospital Dock Repairs
14. Cafeteria Hot Food Table Replacement at Stroger Hospital
15. Brick Retaining Wall Project at the DOC
16. Stroger Hospital Polymer Epoxy Flooring

**EXHIBIT 2**

**Adjustment Factor  
Construction Task Catalog (reference only)**

**Job Order Contracting Master Services Agreement  
2011 REQUEST FOR ADJUSTMENT FACTOR DECREASE**

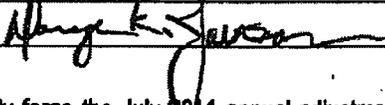
Please complete the form below and return to Department of General Services by close of business on 24 March 2011.

Send completed form to:

Department of General Services  
30 N. LaSalle  
Suite 300  
Chicago, IL 60602  
Attn: Arthur Andros

Contract Number: 15035

Contractor Name: Paul Borg Construction Company

Authorized Signature: 

**QUESTION #1:** Will you voluntarily forgo the July 2011 annual adjustment factor increase? If yes, the adjustment factors used during the July 2010 to June 2011 period will be the same adjustment factors used during the July 2011 to June 2012 period.

No, I will not voluntarily forgo the 2011 annual adjustment factor increase.

Yes, I will voluntarily forgo the 2011 annual adjustment factor increase.

**QUESTION #2:** Will you voluntarily decrease some or all of your adjustment factors? If Yes, please specify the new adjustment factors in the space provided below. When specifying the adjustment factors, they must be equal to or lower than the current adjustment factors as DGS is requesting a decrease.

No, I will not voluntarily decrease my adjustment factors.

Yes, I will voluntarily decrease some or all of my adjustment factors. The decreased adjustment factors are specified below.

*(Please specify new adjustment factors to the 4th decimal place)*

1.2940 Normal Working Hours

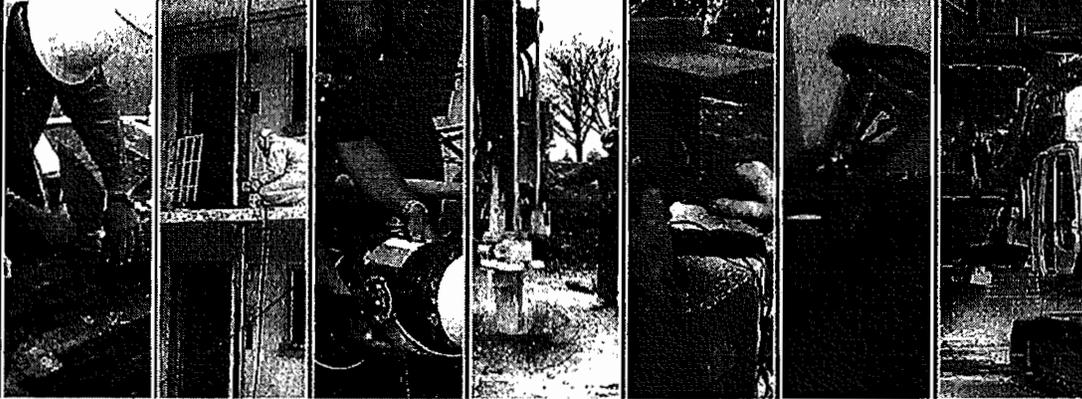
1.2940 Other Than Normal Working Hours

1.0000 Non Pre-Priced Adjustment Factor



**THE  
GORDIAN  
GROUP®**

THE STANDARD FOR JOB ORDER CONTRACTING®



**City of Chicago**  
**Department of General Services**

**Specification Number - 51701**  
**RFQ Number - 2326**

**JOB ORDER CONTRACT**

# **Construction Task Catalog®**

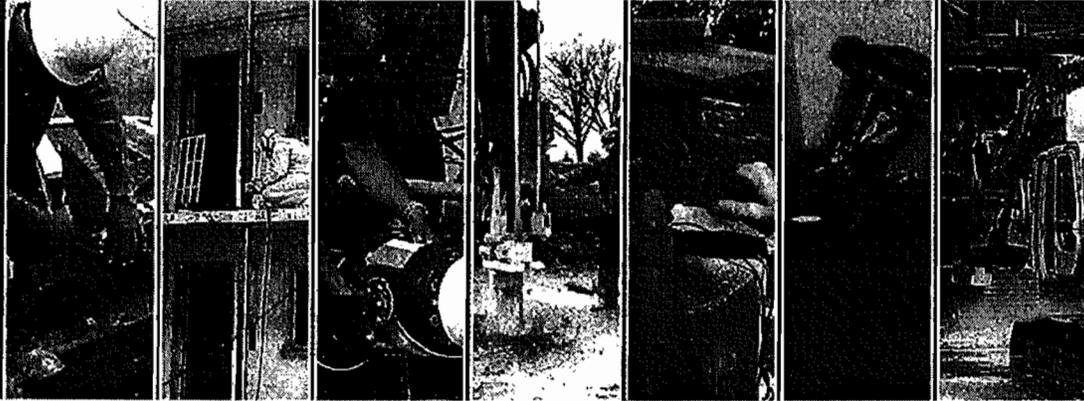
**Book 1 of 2**  
**CSI SECTIONS 01000 - 14000**

**December 2006**



**THE  
GORDIAN  
GROUP®**

THE STANDARD FOR JOB ORDER CONTRACTING®



**City of Chicago**  
**Department of General Services**

**Specification Number - 51701**  
**RFQ Number - 2326**

**JOB ORDER CONTRACT**

# **Construction Task Catalog®**

**Book 2 of 2**  
**CSI SECTIONS 15000 - 16000**

**December 2006**

**EXHIBIT 3**

**City Contract**  
**(Contract No. 15035 reference only)**

Contract is available on CD-ROM

## Contract Summary Sheet

**Contract (PO) Number:** 15035

**Specification Number:** 51701

**Name of Contractor:** PAUL BORG CONSTRUCTION CO INC

**City Department:** DEPT OF GENERAL SERVICES

**Title of Contract:** DEPT. OF GENERAL SERVICES-JOB ORDER CONTRACT  
REHABILITATION OF CITY FACILITIES

**Term of Contract: Start Date:** 7/23/2007

**End Date:** 7/22/2009

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$16,000,000.00

**Brief Description of Work:** DEPT. OF GENERAL SERVICES-JOB ORDER CONTRACT  
REHABILITATION OF CITY FACILITIES

**Procurement Services Contract Area:** JOC

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 50086541

**Submission Date:** JUL 25 2007

EXHIBIT 4

**Evidence of Insurance**



**DESCRIPTION OF OPERATIONS SECTION CONTINUED**

DATE  
10/13/2011

CERTIFICATE HOLDER:  
COUNTY OF COOK

69 WEST WASHINGTON  
SUITE 3002  
CHICAGO IL 60602

INSURED:

Paul Borg Construction Company

2007 S. Marshall Boulevard  
Chicago IL 60623

DESCRIPTION OF OPERATIONS CONTINUED:

ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY, AUTOMOBILE LIABILITY AND UMBRELLA LIABILITY  
WHEN REQUIRED BY WRITTEN CONTRACT:

- THE COUNTY OF COOK, ILLINOIS
- THE EMPLOYEES OF COOK COUNTY
- CITY OF CHICAGO
- OTHERS AS MAY BE SPECIFIED IN THE "SPECIAL CONDITIONS"

WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION, GENERAL LIABILITY, AUTOMOBILE LIABILITY AND  
UMBRELLA LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT IN FAVOR OF THE ABOVE REFERENCED ADDITIONAL  
INSURED

EXHIBIT 5

**Board Authorization**

JOURNAL OF PROCEEDINGS  
APPROVED  
BY THE BOARD OF COOK COUNTY COMMISSIONERS  
SEP 07 2011

**BUREAU OF ECONOMIC DEVELOPMENT**  
**OFFICE OF CAPITAL PLANNING AND POLICY**

**PROPOSED AGREEMENT**

Transmitting a Communication, dated August 29, 2011 from

MARIA SALDAÑA, Bureau Chief, Bureau of Economic Development

I hereby transmit for your approval a request for the Office of Capital Planning and Policy, as authorized by the Cook County Purchasing Agent, to participate in the City of Chicago (the "City") Job Order Contract (JOC) program to complete the 16 capital projects listed below (the "Projects"). JOC is a quantity based procurement process that allows facility owners to complete a multitude of repair/maintenance and construction projects with a single, competitively bid contract. The JOC process generally involves first selecting a pool of potential contractors through a competitive procurement process, and then identifying projects for such selected contractors.

The City has already completed a JOC competitive procurement process, and it has created the pool of general contractors to perform certain projects generally associated with maintenance, repairs, and routine work. Participating in, or "piggy backing" on the City's existing JOC contract would allow the County to enjoy the myriad cost savings achieved through volume purchases.

The JOC program has an administrative component managed by the Gordian Group. The Gordian Group maintains an area price book, which captures the prices for specific construction work items within this region. JOC contractors bid against the prices included in the price book. The cost, therefore, of any work performed by the contractor is a contractor markup from the price book. The Gordian Group would receive a 2% administrative fee from Cook County based on the total project cost of the work.

I specifically request authorization for the Purchasing Agent, on behalf of the Office of Capital Planning and Policy, to:

1. Enter into and execute an agreement with the Gordian Group on the same terms as, and actively participate in, the City's JOC agreement for the coordination and administrative management of the Job Order Contracting program;
2. Do all such acts and things and to execute all contracts necessary to complete the Projects using vendors selected through the City's JOC program.
3. The following projects would be included and assigned by the Gordian Group to participating JOC contractors:

1. Remove and Replace Air Dryers at Stroger Hospital
2. Remove and Replace Lime in Basins at Stroger Hospital
3. Boiler Room Valve Replacement at OFH
4. Descale Powerhouse Boilers 1, 2 & 3 at OFH
5. Powerhouse Refrigeration Air Dryer
6. Replacement of Running Track at DOC Boot Camp
7. Repaving and Striping at Division XI Parking Lot
8. Stroger Hospital - Surface Lot Parking
9. New Exterior Doors at Fantus Clinic
10. Remove and Replace West Storefront and Entrance Door at Bridgeview
11. Maywood Fire Pump and Exterior Fire Bell Replacement
12. Maywood Courthouse Supply Fan Repair/Replacement
13. Provident Hospital Dock Repairs
14. Cafeteria Hot Food Table Replacement at Stroger Hospital
15. Brick Retaining Wall Project at the DOC
16. Stroger Hospital Polymer Epoxy Flooring

Estimated Fiscal Impact: \$5,911,435. Contract period: September 7, 2011 through August 31, 2012.

9000 County Building, 20000 County Physical Plant, 28000 Cook County Health and Hospitals, 33000 Oak Forest Hospital.

The approved capital projects listed above that pertain to the Cook County Health & Hospitals System were approved by the Finance Committee of the Cook County Health & Hospitals System Board at their August 19, 2011 meeting.

No lobbying contact was made for this item.

**ECONOMIC DISCLOSURE STATEMENT  
AND  
EXECUTION DOCUMENT**

**ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Required Disclosures (Lobby, Local Business Preference, Child Support, Real Estate Ownership)	EDS 6, 7
	Cook County Affidavit of Child Support Obligations	EDS 8
	Cook County Disclosure of Ownership Interest Statement	EDS 9, 10
	Familial Relationship Disclosure Provision	EDS 11, 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
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8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Sections 6, 7, 8: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

**MBE/WBE UTILIZATION PLAN (SECTION 1)**

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

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – 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**

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.

**\*Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

**LETTER OF INTENT (SECTION 2)**

M/WBE Firm: \_\_\_\_\_

Contract #: \_\_\_\_\_

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

City/State/ Zip: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

Race/Gender: \_\_\_\_\_

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:

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

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

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

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. 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 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public \_\_\_\_\_.

SEAL



## CERTIFICATIONS (SECTION 4)

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

### A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

### B. BID-RIGGING OR BID ROTATING

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

### C. DRUG FREE WORKPLACE ACT

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

**D. DELINQUENCY IN PAYMENT OF TAXES**

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

**E. HUMAN RIGHTS ORDINANCE**

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

**F. ILLINOIS HUMAN RIGHTS ACT**

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

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

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

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

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

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

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

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
NONE	

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when 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 located 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.

a) Is Bidder a "Local Business" as defined above?  
Yes:  X  No: \_\_\_\_\_

b) If yes, list business addresses within Cook County:  
\_\_\_\_\_  
 2007 South Marshall Boulevard, Chicago, IL 60623   
\_\_\_\_\_

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?  
Yes:  X  No: \_\_\_\_\_

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

\_\_\_\_\_ Applicant has no "Substantial Owner."

OR:

X  The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

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

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

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

## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

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

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name Paul Borg Construction Company D/B/A: N/A EIN NO.: 36-2550805

Street Address: 2007 South Marshall Boulevard

City: Chicago State: Illinois Zip Code: 60623

Phone No.: 773-523-1111

**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
Douglas K. Janson	918 Belair Drive, Darien, IL 60561	33.333%
Trent Wilfinger	4505 N. Plainfield Ave., Norridge, IL 60656	33.333%
Alan Linnerud	2137 W. Pierce St., Chicago, IL 60622	33.333%

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
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ X ] 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
N/A			

**Declaration (check the applicable box):**

- [ X ] 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.
- [ X ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Paul Borg Construction Company  
 Name of Authorized Applicant/Holder Representative (please print or type)  
*Douglas K. Janson*  
 Signature Douglas K. Janson  
debbie@paulborgconstruction.com  
 E-mail address

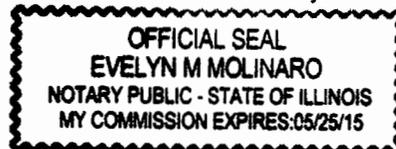
President  
 Title  
12-8-2011  
 Date  
773-523-1111  
 Phone Number

Subscribed to and sworn before me this 8<sup>th</sup> day of December 2011.

My commission expires: 5-25-15

x *Evelyn M Molinaro*  
 Notary Public Signature

Notary Seal





## COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

*Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

[http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

### **DEFINITIONS:**

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- |           |                   |                |
|-----------|-------------------|----------------|
| ▪ Parent  | ▪ Grandparent     | ▪ Stepfather   |
| ▪ Child   | ▪ Grandchild      | ▪ Stepmother   |
| ▪ Brother | ▪ Father-in-law   | ▪ Stepson      |
| ▪ Sister  | ▪ Mother-in-law   | ▪ Stepdaughter |
| ▪ Aunt    | ▪ Son-in-law      | ▪ Stepbrother  |
| ▪ Uncle   | ▪ Daughter-in-law | ▪ Stepsister   |
| ▪ Niece   | ▪ Brother-in-law  | ▪ Half-brother |
| ▪ Nephew  | ▪ Sister-in-law   | ▪ Half-sister  |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any *person\* doing business\** with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships\** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Douglas K. Janson Title: President

Business Entity Name: Paul Borg Construction Company Phone: 773-523-1111

Business Entity Address: 2007 South Marshall Boulevard, Chicago, IL 60623

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

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

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

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

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

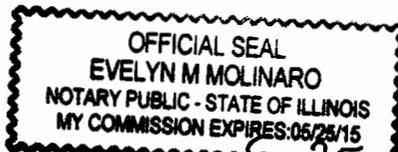
*Douglas K. Janson*  
Owner/Employee's Signature

12-8-2011  
Date

Subscribe and sworn before me this 8th Day of December, 2011

a Notary Public in and for Cook County

*Evelyn M Molinaro*  
(Signature)



NOTARY PUBLIC  
SEAL

My Commission expires 5/25/15

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

**Cook County Board of Ethics  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602**

**SIGNATURE BY A CORPORATION  
(SECTION 8)**

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

BUSINESS NAME: Paul Borg Construction Company

BUSINESS ADDRESS: 2007 South Marshall Boulevard

Chicago, Illinois 60623

BUSINESS TELEPHONE: 773-523-1111 FAX NUMBER: 773-376-1501

CONTACT PERSON: Mr. Douglas K. Janson

FEIN: 36-2550805 \*IL CORPORATE FILE NUMBER: 0279605

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Douglas K. Janson VICE PRESIDENT: N/A

SECRETARY: Trent Wilfinger TREASURER: Alan Linnerud

\*\*SIGNATURE OF PRESIDENT: *Douglas K. Janson*

ATTEST: *Trent Wilfinger* (CORPORATE SECRETARY)

Subscribed and sworn to before me this

8th day of December, 2011.

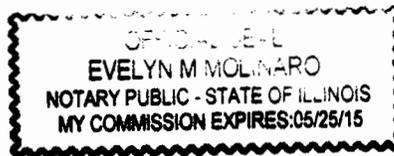
My commission expires: 5-25-15

x *Evelyn M. Molinaro*  
Notary Public Signature

\_\_\_\_\_  
Notary Seal

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

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



COOK COUNTY SIGNATURE PAGE  
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*Joni Overmire*

\_\_\_\_\_  
PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

*Maria de Lourdes Cox*

\_\_\_\_\_  
COOK COUNTY CHIEF PROCUREMENT OFFICER

*Felicit Reinhold*

\_\_\_\_\_  
COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 27<sup>th</sup> DAY OF December, 2011.

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

THE FOREGOING PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-28-055

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_  
\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: Contract amount is based on the JOC Construction Task Catalog on a project by project basis.  
(DOLLARS AND CENTS)

FUND CHARGEABLE: (9000, 28000, 20000, 30000) Various

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY