

**Contractor:** Paschen Pagoda Joint Venture  
**Address:** 5515 N. East River Road  
**City/State/Zip:** Chicago, IL 60656  
**Phone Number:** 773.444.3474  
**Fax Number:** 773.444.5399

**TO BE EXECUTED IN TRIPLICATE**

**BOOK 1:**

**CONTRACT INFORMATION, INSTRUCTIONS TO BIDDERS,  
AND EXECUTION DOCUMENTS**

**SOLICITATION NUMBER: 12-28-340** *ELC*

**(GENERAL CONSTRUCTION, MECHANICAL CONSTRUCTION, ELECTRICAL  
CONSTRUCTION, HIGHWAY/SITE WORK, AND RESIDENTIAL CONSTRUCTION)**

**COUNTY-WIDE  
JOB ORDER CONTRACT**

**COOK COUNTY**



**Toni Preckwinkle  
Cook County Board President**

**Issued By:  
The Office of the Chief Procurement Officer  
Maria de Lourdes Coss, Chief Procurement Officer**

**Room 1018  
118 N. Clark St.  
Chicago, Illinois 60602  
312-603-5370**

*Any Contract entered into as a result of this bid process is governed by: Book 1 "Project Information, Instructions To Bidders, and Execution Documents"; Book 2 "General Conditions"; Book 3 "Special Conditions"; Book 4 "The Construction Task Catalog"; Book 5 "Technical Specifications".*

**Issued for Bid November 2012**

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## TABLE OF CONTENTS

<b>ADVERTISEMENT FOR BIDS</b> .....	<b>1</b>
<b>DOCUMENT SUBMITTAL CHECKLIST</b> .....	<b>3</b>
<b>SECTION 1 - CONTRACT INFORMATION</b> .....	<b>5</b>
<b>CI-01</b> <b>DEFINITIONS</b> .....	<b>5</b>
<b>CI-02</b> <b>OVERVIEW OF THE CONTRACT</b> .....	<b>7</b>
<b>CI-03</b> <b>GENERAL CONTRACT INFORMATION</b> .....	<b>8</b>
<b>CI-04</b> <b>CONTRACT PERFORMANCE PERIOD</b> .....	<b>9</b>
<b>CI-05</b> <b>CONTRACT AMOUNT</b> .....	<b>9</b>
<b>CI-06</b> <b>CONTRACT DOCUMENTS</b> .....	<b>10</b>
<b>CI-07</b> <b>ADJUSTMENT FACTORS</b> .....	<b>11</b>
<b>CI-08</b> <b>BID PRICING</b> .....	<b>11</b>
<b>CI-09</b> <b>BASIS OF AWARD (COMBINED ADJUSTMENT FACTOR)</b> .....	<b>12</b>
<b>CI-10</b> <b>ASSIGNMENT OF WORK</b> .....	<b>12</b>
<b>CI-11</b> <b>ELIGIBILITY</b> .....	<b>13</b>
<b>CI-12</b> <b>WAGE RATES</b> .....	<b>13</b>
<b>CI-13</b> <b>OFFICE</b> .....	<b>14</b>
<b>SECTION 2 - INSTRUCTIONS TO BIDDERS</b> .....	<b>15</b>
<b>IB-01</b> <b>COMPLIANCE WITH LAWS - PUBLIC CONTRACTS</b> .....	<b>15</b>
<b>IB-02</b> <b>PREPARATION OF BID</b> .....	<b>15</b>
<b>IB-03</b> <b>PRICES FIRM</b> .....	<b>15</b>
<b>IB-04</b> <b>SUBMISSION OF BID</b> .....	<b>15</b>
<b>IB-05</b> <b>WITHDRAWAL OF BID</b> .....	<b>16</b>
<b>IB-06</b> <b>BID DEPOSIT</b> .....	<b>16</b>
<b>IB-07</b> <b>PRE-BID CONFERENCE/SITE INSPECTION CERTIFICATE</b> .....	<b>16</b>
<b>IB-08</b> <b>BIDDER WARRANTIES</b> .....	<b>16</b>
<b>IB-09</b> <b>CONSIDERATION OF BIDS</b> .....	<b>16</b>
<b>IB-10</b> <b>ACCEPTANCE OF BID</b> .....	<b>17</b>
<b>IB-11</b> <b>COMPETENCY OF BIDDER</b> .....	<b>17</b>
<b>IB-12</b> <b>PERFORMANCE AND PAYMENT BOND</b> .....	<b>17</b>
<b>IB-13</b> <b>FAILURE TO FURNISH BOND</b> .....	<b>17</b>
<b>IB-14</b> <b>RETURN OF BID DEPOSIT</b> .....	<b>17</b>
<b>IB-15</b> <b>CATALOGS</b> .....	<b>18</b>
<b>IB-16</b> <b>TRADE NAMES</b> .....	<b>18</b>
<b>IB-17</b> <b>INTERPRETATION OF CONTRACT DOCUMENTS</b> .....	<b>18</b>
<b>IB-18</b> <b>CASH BILLING DISCOUNTS</b> .....	<b>18</b>
<b>IB-19</b> <b>TAXES</b> .....	<b>18</b>
<b>IB-20</b> <b>ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS</b> .....	<b>19</b>
<b>IB-21</b> <b>REQUIRED UPDATES</b> .....	<b>19</b>
<b>IB-22</b> <b>ADDITIONAL INFORMATION</b> .....	<b>19</b>
<b>SECTION 3 - CONTRACT INSURANCE REQUIREMENTS</b> .....	<b>21</b>
<b>INSURANCE FOR 12-28-340-GC: GENERAL CONSTRUCTION</b> .....	<b>21</b>
<b>INSURANCE FOR 12-28-340-MC: MECHANICAL CONSTRUCTION</b> .....	<b>25</b>
<b>INSURANCE FOR 12-28-340-EC: ELECTRICAL CONSTRUCTION</b> .....	<b>29</b>
<b>INSURANCE FOR 12-28-340-SW: HIGHWAY / SITE WORK</b> .....	<b>33</b>
<b>INSURANCE FOR 12-28-340-RC: RESIDENTIAL CONSTRUCTION</b> .....	<b>37</b>

**SECTION 4 -WAGE RATES ..... 41**

**SECTION 5 -BID FORMS AND EXECUTION DOCUMENTS..... 67**

**BID FORM 1G - SCHEDULE OF PRICES .....67**  
**BID FORM 2G – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR ..... 69**

**BID FORM 1M - SCHEDULE OF PRICES .....71**  
**BID FORM 2M – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR ..... 73**

**BID FORM 1E - SCHEDULE OF PRICES.....75**  
**BID FORM 2E – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR.....77**

**BID FORM 1SW - SCHEDULE OF PRICES .....79**  
**BID FORM 2SW – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR.....81**

**BID FORM 1R - SCHEDULE OF PRICES .....83**  
**BID FORM 2R – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR.....85**

**PROPOSAL AGREEMENTS ..... 87**

**SECTION 6 - ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH  
THE BID ..... 89**

**SURETY'S STATEMENT OF QUALIFICATION FOR BONDING.....89**  
**MBE/WBE/DBE COMMITMENT FORM..... 91**  
**VENDOR CERTIFICATIONS.....93**  
**REQUIRED DISCLOSURES .....95**  
**COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS .....99**  
**COOK COUNTY DISCLOSURE OF OWNERSHIP INTERESTS STATEMENT .. 101**  
**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM..... 107**  
**CONTRACTOR CERTIFICATE CONCERNING LABOR STANDARDS  
    AND PREVAILING WAGE REQUIREMENTS..... 109**

**PROPOSAL EXECUTION BY A SOLE PROPRIETOR .....113**  
**PROPOSAL EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE) .....115**  
**PROPOSAL EXECUTION BY A LIMITED LIABILITYCORPORATION .....117**  
**PROPOSAL EXECUTION BY A CORPORATION .....119**  
**PROPOSAL ACCEPTANCE .....121**  
**BID DEPOSIT FORM.....123**  
**RELEVANT EXPERIENCE .....125**  
**COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE AFFIDAVIT OF JOINT  
    VENTURE (MBE/WBE) ..... 131**  
**MECHANICAL OR ELECTRICAL LICENSE .....147**  
**MBE/WBE/DBE PARTICIPATION PLAN .....149**

**SECTION 7- EXHIBITS .....151**

**EXHIBIT A - MBE/WBE UTILIZATION PLAN.....151**  
**EXHIBIT B - COOK COUNTY GOVERNMENT LETTER OF INTENT .....153**  
**EXHIBIT C - PETITION FOR WAIVER OF MBE/WBE PARTICIPATION .....155**  
**EXHIBIT D - DISCLOSURE OF OTHER NON-CERTIFIED SUBCONTRACTORS /  
    SUPPLIERS..... 157**

**EXHIBIT E - MBE/WBE GOOD FAITH EFFORTS CHECKLIST ..... 159**  
**EXHIBIT F - GOOD FAITH EFFORTS CONTACTS LOG FOR SOLICITING MBE / WBE  
SUBCONTRACTOR OR SUPPLIER PARTICIPATION ..... 161**  
**EXHIBIT G - LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBE/WBE  
SUBCONTRACTOR OR SUPPLIER..... 163**  
**EXHIBIT H - PERFORMANCE AND PAYMENT BOND FORM..... 167**  
**EXHIBIT I - SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS  
AND PREVAILING WAGE REQUIREMENTS..... 169**  
**EXHIBIT J - STATUS REPORT OF PAYMENTS TO MBE / WBE PARTICIPANTS ..... 171**  
**EXHIBIT K - SUBCONTRACTOR/SUPPLIER MONTHLY PARTICIPATION PAYMENT  
REPORT ..... 173**  
**EXHIBIT L - DBE FORMS ..... 175**  
**EXHIBIT M - COOK COUNTY DEPARTMENT OF TRANSPORTATION  
AND HIGHWAYS TRUST AGREEMENT ..... 189**  
**EXHIBIT N - RESPONSIBLE BIDDER REQUIREMENT ..... 193**

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## ADVERTISEMENT FOR BIDS

FOR: COUNTY-WIDE JOB ORDER CONTRACTS

**Solicitation Number: 12-28-340**

<b>Solicitation #</b>	<b>Discipline</b>	<b>Bid Deposit</b>	<b>Estimated Annual Value</b>	<b>Contract Term</b>	<b>MBE Participation Goal</b>	<b>WBE Participation Goal</b>	<b>DBE Participation Goal (Federal \$ Only)</b>
12-28-340-GC	General Construction	\$25,000	\$3,000,000	2 Years	24%	10%	34%
12-28-340-MC	Mechanical Construction	\$25,000	\$2,000,000	2 Years	24%	10%	34%
12-28-340-EC	Electrical Construction	\$25,000	\$2,000,000	2 Years	24%	10%	34%
12-28-340-SW	Highway / Site Work	\$25,000	\$2,000,000	2 Years	24%	10%	34%
12-28-340-RC	Residential Construction	\$25,000	\$1,000,000	2 Years	24%	10%	34%

THE BID DOCUMENT IS TOO LARGE FOR WEB POSTING. INTERESTED PARTIES MAY REQUEST A COMPACT DISK BY MAIL OR OBTAIN ONE FROM THE OFFICE OF THE CHIEF PROCUREMENT OFFICER, ROOM 1018, COUNTY BUILDING, 118 N. CLARK ST. CHICAGO, ILLINOIS 60602 – M TO F: 9AM TO 4PM.

ONE BID DOCUMENT (COMPACT DISC) PER VENDOR WILL BE AVAILABLE STARTING ON **FRIDAY, NOVEMBER 30, 2012.**

YOU ARE ENCOURAGED TO REGISTER WITH THE COUNTY THROUGH THE WEBSITE [WWW.COOKCOUNTYGOV.COM/PURCHASING](http://WWW.COOKCOUNTYGOV.COM/PURCHASING). ALL INFORMATION AND ANNOUNCEMENTS BID WILL BE SENT ELECTRONICALLY TO THOSE WHO HAVE REGISTERED. ANNOUNCEMENTS OR INFORMATION ABOUT THE BID CAN BE ALSO BE DOWNLOADED FROM THE WEBSITE.

COOK COUNTY IS AN EQUAL OPPORTUNITY PURCHASER. MINORITY OR WOMEN OWNED BUSINESS ENTERPRISES (M/WBE), AND/OR DISADVANTAGED BUSINESS ENTERPRISES (DBE) ARE ENCOURAGED TO SUBMIT BID PROPOSALS. THE COUNTY HAS SET CONTRACT SPECIFIC GOALS BASED ON THE SCOPE OF WORK FOR THE PARTICULAR CONTRACT. INQUIRIES REGARDING THE M/WBE PROGRAM OR PARTICIPATION IN THESE CONTRACTS SHOULD BE DIRECTED TO THE OFFICE OF CONTRACT COMPLIANCE AT (312) 603-5502.

**A PRE-BID CONFERENCE WILL BE HELD ON WEDNESDAY, DECEMBER 12, 2012 AT 10:00 A.M. CST AT THE JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60601, ASSEMBLY HALL (LOCATED IN THE LOWER LEVEL ADJACENT TO THE FOOD COURT).**

**ALL QUESTIONS REGARDING THIS BID ARE DUE ON WEDNESDAY, DECEMBER 19, 2012 NO LATER THAN 3:00 P.M. CST. EMAIL ALL QUESTIONS TO CHO NG, SENIOR CONTRACT NEGOTIATOR (312-603-2391) AT [CHO.NG@COOKCOUNTYIL.GOV](mailto:CHO.NG@COOKCOUNTYIL.GOV)**

**BIDS ARE DUE AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 NO LATER THAN 10:00 A.M. CST ON WEDNESDAY, JANUARY 9, 2013.**

THE COOK COUNTY BOARD OF COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR AWARD CONTRACTS TO MORE THAN ONE BIDDER.

**BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY**

**TONI PRECKWINKLE, COOK COUNTY PRESIDENT**

**MARIA DE LOURDES COSS, COOK COUNTY CHIEF PROCUREMENT OFFICER**

## ATTACHMENT A

### DOCUMENT SUBMITTAL CHECKLIST

**Three originals** of the following documents are required at the time of bid opening for each bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1.  X  Bid Form 1 - Schedule of Prices
2.  X  Bid Form 2 - Determination of the Combined Adjustment Factor
3.  X  Signed Proposal Agreement *(Required by Addendum 1)*
4.  X  MBE/WBE/DBE Commitment Form
5.  X  Vendor Certifications
  - a.  X  Required Disclosures
  - b.  X  Cook County Affidavit of Child Support Obligations
  - c.  X  Cook County Disclosure of Ownership Interest Statement
  - d.  X  Sworn Familial Relationship Disclosure Form
  - e.  X  Contractor's Certificate Concerning Labor Standards and Prevailing Wage Rates
6.  X  Proposal Execution Form (Sole Proprietor, Partnership, Joint Venture, Corporation, or Limited Liability Corporation)
7.  X  Proposal Acceptance (To be left blank - County to complete later)
8.  X  Bid Deposit Form Accompanied By A Certified Check or a Bond
9.  X  If a Bond Is Submitted, Surety's Statement of Qualifications for Bonding
10.  X  Statement of Relevant Experience
11.  X  Confidentiality Form *(Required by Addendum 1)*
12.  X  Responsible Bidder Requirement *(Required by Addendum 1)*
13.  n/a  County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE *(if applicable)*
14.  n/a  Mechanical License *(Required for Mechanical Construction Contract Only)*
15.  X  Electrical License *(Required for Electrical Construction Contract Only)*
16.  n/a  Certified Certificate of Eligibility *(Required for Highway/Site Work Contract Only)*
17.  n/a  Sworn Affidavit of Availability *(Required for Highway/Site Work Contract Only)*
18.  X  MBE/WBE/DBE Participation Plan *(Required for Mechanical, Electrical, and Residential Construction Contracts)*

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## SECTION 1 - CONTRACT INFORMATION

### CI-01 DEFINITIONS

- A. **ADJUSTMENT FACTOR** means a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **AFFILIATE** An "Affiliate" of, or a person "Affiliated" with, a s specified person means any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person specified.
- C. **ARCHITECT** means the firm designated by the County for an individual Job Order.
- D. **BID** means a response to a Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- E. **BIDDER(S)** means any person who submits a Bid.
- F. **CITY** means the municipality in which the Work is to be located.
- G. **CHIEF PROCUREMENT OFFICER** means the Chief Procurement Officer of the County of Cook.
- H. **CODE** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website. This page can be accessed by going to [www.cookctvclerk.com](http://www.cookctvclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
- I. **CONTRACT** means the agreement between the County and Contractor as set forth in the Contract Documents.
- J. **CONTRACT TERM** means the initial period of the Contract and does not include any Option Terms.
- K. **CONTRACT DOCUMENTS** means collectively the Advertisement for Bid; Book 1, Contract Information, Instructions to Bidders, and Execution Documents; Book 2, General Conditions; Book 3, Special Conditions; Book 4, the Construction Task Catalog®(CTC); Book 5, Technical Specifications; Addenda, if any; any statements, certifications, and bonds set forth or required by the foregoing; and all Job Orders and accompanying documents (Requests for Price Proposals, Detailed Scopes of Work, Price Proposals Job Order Proposal Packages, Plans and Drawings, Site Inspection Certificate, etc.) issued pursuant to the Contract. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- L. **CONTRACTOR** means the person that enters into a Contract with the County.
- M. **CONSTRUCTION TASK CATALOG® (CTC)** means Book 4 of the Contract Documents. The CTC is a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price. (also referred to as the CTC).
- N. **DETAILED SCOPE OF WORK** means a document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- O. **DRAWINGS** means all drawings and plans or reproductions of drawings and plans pertaining to the Work contemplated and its appurtenances.
- P. **ESTIMATED ANNUAL VALUE** means an estimate of the value of each Contract issued in accordance with the Contract Documents.
- Q. **FINAL COMPLETION** means all aspects of the Project are complete, including all punchlist items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract Documents have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been approved

by the County and the Architect.

- R. **HOLIDAY** means any of the following days: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Casimir Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and any Holidays specific to individual user agencies such as the Cook County Health and Hospitals System.
- S. **JOB ORDER** means a written document requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A Job Order will normally be in the form of a Purchase Order issued by the County. An individual Project may consist of one or more Job Orders.
- T. **JOB ORDER COMPLETION TIME** means the time within which the Contractor must complete the Detailed Scope of Work.
- U. **JOB ORDER PRICE** means the firm, fixed, lump sum amount a Contractor will be paid for completing a Job Order.
- V. **JOB ORDER PROPOSAL PACKAGE** means a set of documents including but not necessarily limited to : (1) a Job Order Price Proposal; (2) a proposed project schedule; (3) a list of proposed subcontractors indicating MBE/WBE/DBE status; (4) sketches, drawings, or layouts; and (5) technical data or information on proposed materials or equipment.
- W. **JOINT SCOPE MEETING** means a meeting to discuss the work before the Detailed Scope of Work is finalized.
- X. **MINIMUM CONTRACT VALUE** means the minimum value of Job Orders that the Contractor is guaranteed to receive under this Contract.
- Y. **NON PRE-PRICED TASK** means an item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog<sup>®</sup>.
- Z. **NORMAL WORKING HOURS** means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for County holidays.
- AA. **NOTICE TO PROCEED** means a written notice issued by the County directing the Contractor to proceed with construction activities to complete the Job Order. A Notice to Proceed will not be issued until all permits, if any, have been issued. The Notice to proceed will set forth the construction start date, from which the Job Order Completion Time will be based, and the Substantial Completion date is determined.
- BB. **NOTICE TO PROCEED DATE** means the date of the Notice to Proceed, or such other date as is set forth in the Notice to Proceed.
- CC. **OPTION TERM** means an additional period of time beyond the Contract Term which extends the termination date of the Contract.
- DD. **OTHER THAN NORMAL WORKING HOURS** means shall mean the Work that is to take place between the hours of 4:01 p.m. to 6:59 a.m. weekdays and all day Saturday, Sunday, and the County Holidays.
- EE. **COUNTY'S REPRESENTATIVE** means the Architect, Program Manager, Project Manager, Construction Manager, or any other designee as authorized by the County.
- FF. **PRE-PRICED TASK** means an item of work included in the Construction Task Catalog<sup>®</sup> for which a Unit Price is given.
- GG. **PRICE PROPOSAL** means a document prepared by the Contractor that includes Pre-priced Tasks from the Construction Task Catalog<sup>®</sup>, Non Pre-priced tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- HH. **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.

- II. **PROJECT** means, collectively, the improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- JJ. **PROJECT CLOSEOUT ITEMS** means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as described in these Contract Documents or the Job Order; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.
- KK. **PROGRAM MANAGER** means the firm designated by the County.
- LL. **REQUEST FOR PRICE PROPOSAL** means a written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- MM. **SUBSTANTIAL COMPLETION** means the date when the Detailed Scope of Work, is sufficiently complete, in accordance with the Contract Documents, such that the County can occupy or utilize the space for the use for which it is intended, and Contractor has delivered the warranty materials to the extent required by the Contract Documents. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the County to occupy or utilize the space as intended, including the provision of all training, manuals, drawings and documents required for the County to start occupying, operating and maintaining the space, (ii) approval for the space to be occupied has been issued by the appropriate government authorities, and (iii) the County's Representative issues a Certificate of Substantial Completion, setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate.
- NN. **SUBCONTRACTOR** means an individual, firm, partnership or corporation other than an employee of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials for the Job Order.
- OO. **TECHNICAL SPECIFICATIONS** means Book Five of the Contract Documents. The Technical Specifications contain written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- PP. **UNIT PRICE** means the price published in the Construction Task Catalog<sup>®</sup> for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs<sup>®</sup>. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- QQ. **WORK** means all materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

## CI-02 OVERVIEW OF THE CONTRACT

- A. A Job Order Contract is an indefinite quantity Contract pursuant to which the Contractor will perform one or more individual Job Orders at different locations for Cook County Departments.
- B. The bid documents include a Construction Task Catalog<sup>®</sup> (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. The Contractor will bid a set of Adjustment Factors that are to be applied to the Unit Prices contained in the CTC.

- C. Contracts will be awarded to the lowest, responsive and responsible bidders. The County intends to award one or more contracts in each of the following construction disciplines:

<i>General Construction</i>
<i>Mechanical Construction</i>
<i>Electrical Construction</i>
<i>Highway / Site Work</i>
<i>Residential Construction</i>

- D. Thereafter, as Job Orders are identified, the Contractor will jointly scope the work with the County. The County will prepare a Detailed Scope of Work and issue a Request for Price Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal which includes but is not limited to a Job Order Price Proposal, work schedule, sketches and drawings, a list of subcontractors, Utilization Plan, and other requested documentation. The Job Order Price is determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. If the Job Order Proposal is found to be reasonable, a Job Order may be issued by the County. Extra work, credits, and deletions will be contained in additional Supplemental Job Orders.

**CI-03 GENERAL CONTRACT INFORMATION**

- A. Contracts:

<b><i>Discipline</i></b>	<b><i>Scope of Work</i></b>
<i>General Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work involves general construction trades where the overall Work to be performed is outside the scope of work of the other JOC Contracts.</i>
<i>Mechanical Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work primarily involves mechanical, HVAC, and plumbing Work.</i>

<i>Electrical Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work primarily involves electrical Work.</i>
<i>Highway / Site Work</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work primarily involves the repair and alteration of flat work/site work, structures and other infrastructure including but not limited to bridges, streets, highways, sidewalks, paving, landscaping, drainage structures, and storm sewers, curbs and gutters.</i>
<i>Residential Construction</i>	<i>Used primarily for Job Orders whose Detailed Scope of Work is for Residential Work.</i>

- B. The County will evaluate the overall Detailed Scope of Work to determine which discipline a Job Order will be assigned. Unless the County decides otherwise, the Detailed Scope of Work will not be subdivided among the various disciplines. However, the County reserves the right to assign any portion of the Detailed Scope of Work to any discipline.

C. **Scope of Work**

Services to be performed under this Contract will be individual Job Orders that may include building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to County facilities. Job Orders will be issued by the County directly with the Contractor. Ordering work will conform to the Job Ordering procedure as specified in Book 2, JOC General Conditions, Article II.B.

- D. **Award of Contracts:** Contract(s), if awarded, will be to the lowest responsible and responsive bidder(s), as determined by the Chief Procurement Officer, for **General Construction, Mechanical Construction, Electrical Construction, Highway/Site Work, and Residential Construction** services. The Chief Procurement Officer and the Cook County Board of Commissioners reserve the right to reject any and all bids.

**CI-04 CONTRACT PERFORMANCE PERIOD**

- A. The Contract Term is two (2) years.
- B. There are two (2) Option Terms of one (1) year each. Both parties must agree to extend the Contract for the Option Term(s).
- C. All conditions of the Contract shall be in effect for any Job Order issued during the term of the Contract until the Job Order has been completed even if the completion date occurs after the termination date of the Contract.

**CI-05 CONTRACT AMOUNT**

- A. The Minimum Contract Value for this Contract is \$25,000. The Contractor is guaranteed to receive Job Orders totaling at least \$25,000.

B. The Estimated Annual Value of County issued Job Orders for each Contract is:

<i>Discipline</i>	<i>Estimated Annual Value</i>
<i>General Construction</i>	<i>\$3,000,000</i>
<i>Mechanical Construction</i>	<i>\$2,000,000</i>
<i>Electrical Construction</i>	<i>\$2,000,000</i>
<i>Highway / Site Work</i>	<i>\$2,000,000</i>
<i>Residential Construction</i>	<i>\$1,000,000</i>

C. The County has no obligation to issue Job Orders in excess of the Minimum Contract Value. The Contractor is not guaranteed to receive any Job Orders during the Term of the Contract in excess of the Minimum Contract Value.

**CI-06 CONTRACT DOCUMENTS**

A. The Contract consists of the following component parts :

1. Book 1: Contract Information, Instructions To Bidders, and Execution Documents
2. Book 2: General Conditions
3. Book 3: Special Conditions
4. Book 4: The Construction Task Catalog® (CTC)
5. Book 5: Technical Specifications

B. There is a separate Construction Task Catalog® (Book 4) for each discipline.

<i>Construction Task Catalog®</i>	<i>Discipline</i>
<i>Book 4a</i>	<i>General Construction</i>
<i>Book 4b</i>	<i>Mechanical Construction</i>
<i>Book 4c</i>	<i>Electrical Construction</i>
<i>Book 4d</i>	<i>Highway / Site Work</i>
<i>Book 4e</i>	<i>Residential Construction</i>

- C. The specifications are divided into the following and are used for all disciplines:
1. **Book 5a - Technical Specifications**
  2. **Book 5b - Technical Specifications for Cook County Department of Transportation and Highways** for Pre-priced Tasks contained in section 32 01 95 of Book 4, The Construction Task Catalog®.
  3. **Book 5c - Additional Specifications for Cook County Department of Transportation and Highways** for work not listed in the Book 4, The Construction Task Catalog®, but may be used during the course of the contract.

#### CI-07 ADJUSTMENT FACTORS

- A. There are three (3) Adjustment Factors for the Contract:
1. Normal Working Hours: Monday through Friday 7:00 am to 4:00 pm except holidays .
  2. Other Than Normal Working Hours: Monday through Friday 4:01 pm to 6:59 am and all day Saturday, Sunday and holidays.
  3. Non Pre-priced (NPP) Adjustment Factor: Applied to Non Pre-price work.
- B. The Adjustment Factors for Normal Working Hours and Other than Normal Working Hours will be updated annually based on the ENR Construction Cost Index for the City of Chicago. **The Non Pre-priced Adjustment Factor will remain fixed for the duration of the Contract and will not be updated at anytime.**

#### CI-08 BID PRICING

- A. In order to be considered responsive, each bidder must submit the Adjustment Factors listed in CI-07(A) above.
- B. For bid evaluation purposes only, the following work distributions shall be used to determine the Combined Adjustment Factor:

<b>Adjustment Factor</b>	<b>% Weight (For Bid Evaluation Only)</b>
<i>Normal Working Hours</i>	60%
<i>Other than Normal Working Hours</i>	30%
<i>Non Pre-priced</i>	10%

- C. The CTC is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000 or decrease e.g., 0.9500) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
- D. **The Other Than Normal Working Hours Adjustment Factor must be greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment Factor must be greater than 1.0000.**
- E. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 to 00-7 of the CTC for a complete explanation of what is included in the Unit

Prices and what is not.

- F. **Material price spike adjustment:** For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 50% above what the cost of that material was at the time of Contract award, or at the time of an annual price adjustment based on the Construction Cost Index.
1. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,
    - a). identify the specific material that has experienced a major spike,
    - b). identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
    - c). demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.
  2. The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time of award or annual price adjustment, times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.
  3. The County at its option may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.
- G. Any revision by the Illinois Department of Labor and/or the US Department of Labor to the applicable prevailing hourly rates of wages and, except as set forth above, any increases or decreases in the material prices during the Contract period shall not result in a revision of the Unit Price to be paid by the County for Work performed under the Contract.

**CI-09 BASIS OF AWARD (COMBINED ADJUSTMENT FACTOR)**

- A. The Bidders must complete Bid Form 1 and Bid Form 2 for each Contract to be Bid. The Bidder shall enter on Bid Form 1 their bid Adjustment Factors for:
1. Normal Working Hours
  2. Other Than Normal Working Hours
  3. Non Pre-priced Adjustment Factor
- B. The Bidder shall transfer the bid Adjustment Factors on Bid Form 1 to Bid Form 2 and complete the necessary calculations to arrive at a Combined Adjustment Factor.
- C. The lowest bid will be determined by the Combined Adjustment Factor.
- D. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder
- E. Unbalanced Bid: Bids that the County considers in its sole opinion to be materially unbalanced or not responsible will be rejected.

**CI-10 ASSIGNMENT OF WORK**

- A. If multiple contracts are entered into, the assignment of the work for each discipline is at the

discretion of the County. However the County intends to assign work, within each set of disciplines, as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance set forth in Book 2, JOC General Conditions.

#### CI-11 ELIGIBILITY

- A. Bidders submitting a Bid for the Mechanical Construction Contract (12-28-340MC) must have a current Mechanical License, and provide such with the Bid.
- B. Bidders submitting a Bid for the Electrical Construction Contract (12-28-340EC) must have a current Electrical License , and provide such with the Bid.
- C. Bidders submitting a Bid for the Highway / Site Work Contract (12-28-340SW) must be prequalified with the Illinois Department of Transportation (IDOT) for the category of Work to be performed. Information on prequalification can be found at IDOT's website <http://dot.state.il.us/> in the FAQ section. The Bidder shall submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation.
- D. Bidders submitting a Bid for the Highway / Site Work Contract (12-28-340SW) must submit with its Bid a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office. The Affidavit of Availability can be found at IDOT's website <http://dot.state.il.us/>.

#### CI-12 WAGE RATES

- A. **Prevailing Wage Rates:** Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all trades performing work under this Contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <http://www.state.il.us/agency/idol/rates/rates.HTM> maintained by the State of Illinois Department of labor.
  1. In the performance of the Work , however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect , as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.
- B. **Davis Bacon Wage Rates:** For Job Orders funded in part or whole with federal money, not less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <http://www.wdol.gov/dba.aspx> maintained by the State of Illinois Department of labor.
  1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the Davis Bacon rate of wages in effect , as determined by the United States Department of Labor, at the time the Work is performed. If the United States Department of Labor revises the Davis Bacon rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the Davis Bacon wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the

anticipated CCI adjustment to the Adjustment Factors.

**CI-13 OFFICE**

- A. To provide timely and effective service to the County, the awarded Contractors are required to provide, prior to the award of the Contract, the address of the office from which this Contract will be serviced. Ideally, the office will be within the County of Cook. Prior to the award of the Contract the County reserves the right to visit the proposed office to determine that it is a full time fully staffed office.

## SECTION 2 - INSTRUCTIONS TO BIDDERS

### IB-01 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public Contract of Cook County government subject to laws and ordinances governing public contracts. The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal. If the Bidder observes that any of the Contract Documents are at variance therewith, he shall promptly notify the Chief Procurement Officer in writing and necessary changes shall be effected by appropriate modification.

### IB-02 PREPARATION OF BID

The bidder shall prepare three (3) bound copies of his bid on the bid proposal documents provided by Cook County. Unless otherwise stated, all blank spaces on the proposal page or pages applicable to these Contract Documents shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

If the bidder is a corporation, the President and Secretary shall execute three (3) copies of the Bid Proposal. In the event that the bid is executed by someone other than the President, three (3) certified copies of that section of the Corporate By-Laws or other authorization of the corporation which permits the person to execute the offer for the corporation shall be submitted. **Corporations submitting proposals must be registered and in good standing with the Illinois Secretary of State.**

If the bidder is a partnership, all partners shall execute three (3) copies of the Bid Proposal unless one partner has been authorized to sign for the partnership, in which case satisfactory evidence of such authority shall be submitted.

If the bidder is a Limited Liability Company, the Manager shall execute three (3) copies of the Bid Proposal.

If the bidder is a sole proprietor, he shall execute three (3) copies of the Bid Proposal.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name shall be registered as provided in the Illinois Revised Statutes, 1991, Chapter 96, Section 4 et seq. [Illinois Compiled Statutes 1992, 805 ILCS 405/1]

**All bidders must provide their Federal Employer Identification Number (FEIN).**

### IB-03 PRICES FIRM

All prices quoted in the Proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the successful bidder, except as provided in these Contract Documents.

### IB-04 SUBMISSION OF BID

All bidders shall submit three (3) bound copies of sealed proposals in envelopes provided for that purpose and shall deposit them in the bid box located at the County Board Assembly Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the bid opening as shown in the Bid Notice. If proposals are submitted in envelopes other than those provided for the purpose, then the sealed envelope submitted by the bidder shall carry the following information on the face of the envelope: bidder's name, address, subject matter of proposal, date and hour of bid opening as designated in the Bid Notice. Any bid deposited in the bid box after the date and hour set for the bid opening, will not be considered and will be returned.

If a Bidder submits bids for more than one Discipline, the bid forms, including the bid deposit, for one can be applied to all except for Bid Form 1 and 2 which must be completed for each discipline. The bids can be combined in one envelope, indicate on the outside of the envelope the Disciplines for which the bid applies. Only one Bid Deposit is required regardless of the number of Disciplines bid.

**IB-05 WITHDRAWAL OF BID**

Bidders may withdraw their bids in writing, at any time prior to the date and time specified in the Bid Notice for the bid opening. However, no bidder shall withdraw or cancel his bid for a period of ninety (90) calendar days after said bid opening; nor shall the successful bidder withdraw, cancel or modify the Bid Proposal after having been notified by the Chief Procurement Officer that said proposal has been recommended for approval by the Cook County Board of Commissioners.

**IB-06 BID DEPOSIT**

The bid shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount of \$25,000.

All certified or cashier's checks shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bonds must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty.

Any proposal submitted without being accompanied by the foregoing will be considered informal and will be rejected. Any proposal accompanied by a bid deposit not properly executed may be rejected. The Bidder hereby agrees that the Bid Deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-07, IB-15, or otherwise fails or refuses to honor the bid offer upon award of the Contract.

**IB-07 PRE-BID CONFERENCE/SITE INSPECTION CERTIFICATE**

The Bidder shall, before submitting a bid, carefully examine the Contract Documents. At the time of bidding, there is no specific project site identified. Therefore, a site specific examination is not possible.

**IB-08 BIDDER WARRANTIES**

The Bidder shall, before submitting his bid, carefully examine the Technical Specifications, Contract Documents and Bonds. He shall familiarize himself with all the local conditions affecting the Contract and the performance of the Work. If his Bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions. The County will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

The submission of a Bid shall constitute a warranty that:

- A. The Bidder has carefully and thoroughly reviewed the Contract Documents and have found them complete and free from ambiguities and sufficient for the purposes intended.
- B. The Bidder and all workmen, employees and Subcontractors he intends to use to perform the Work are skilled and experienced in the type of construction represented by the Contract Documents bid upon.
- C. Neither the Bidder nor any of his employees, agents, suppliers or Subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in assembling the Bid figure.
- D. The bid is based solely on the Contract Documents, including properly issued written addenda and not upon any other written or oral representation.

Before submitting his Bid each bidder will, at his own expense, make such additional inquiries as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the terms and conditions of the Contract Documents.

**IB-09 CONSIDERATION OF BIDS**

The County of Cook reserves the right to reject any or all Bids, to extend the bidding period and, to waive technicalities in the bid documents.

Bid documents must be complete. Partially completed proposal documents may not be considered.

All Bids shall be opened and a record of such Bids shall be made on the date, and at the time and location as stated in the Bid Notice or as prescribed in an addendum issued by the CPO. All Bids shall be opened, and the name of the Bidder and the Bid Price shall be read publicly. If it is determined that an error was made in the public reading of the Bids, the CPO shall notify all Bidders of such error and reconvene the Bid opening to correct the record as soon as reasonably possible.

#### **IB-10 ACCEPTANCE OF BID**

The Chief Procurement Officer shall notify the successful bidders award of the Contract. Within fourteen (14) days of receipt of a Notice of Award, the successful bidders shall deliver to the Chief Procurement Officer, a Performance and Payment Bond in the amount set forth in these Contract Documents, all Certificates of Insurance and County's Protective Policies where required, and any other documents required herein.

#### **IB-11 COMPETENCY OF BIDDER**

No bid will be considered from or a Contract awarded to any Bidder that is in arrears or is in default to the County of Cook upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous Contract with the County.

No Bidder will be awarded a Contract unless that Bidder has submitted the Certifications as required in the Execution Forms herein provided.

#### **IB-12 PERFORMANCE AND PAYMENT BOND**

As set forth in these Contract Documents, a successful Bidder shall furnish a Performance and Payment Bond in the amounts stated below on the County Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" or greater and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide- Property and Casualty.

<i>Discipline</i>	<i>Amount of Performance and Payment Bond</i>
<i>General Construction</i>	<i>\$3,000,000</i>
<i>Mechanical Construction</i>	<i>\$2,000,000</i>
<i>Electrical Construction</i>	<i>\$2,000,000</i>
<i>Highway / Site Work</i>	<i>\$2,000,000</i>
<i>Residential Construction</i>	<i>\$1,000,000</i>

#### **IB-13 FAILURE TO FURNISH BOND**

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after acceptance of the Bidder's bid by the County, then the County may elect to retain the Bid Deposit of the Bidder as liquidated damages and not as a penalty and the Contract award shall be canceled. The parties agree that the sum of the Bid Deposit is a fair estimate of the amount of damages that Cook County will sustain due to the Bidder's failure to furnish the Bond and the cancellation of the Contract award.

#### **IB-14 RETURN OF BID DEPOSIT**

The Bid Deposit of all except the four (4) lowest responsive and responsible Bidders will be returned

within thirty (30) calendar days after the opening of Bids. The Bid Deposits of the four lowest responsive and responsible bidders will be returned, after the Cook County Board of Commissioners has approved the Contract.

**IB-15 CATALOGS**

As required for individual Job Orders, the Bidder shall submit in triplicate, when requested, catalogs descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointments and finishes and the like required to fully describe the material proposed to be furnished for the Job Order.

**IB-16 TRADE NAMES**

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The County reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith.

**IB-17 INTERPRETATION OF CONTRACT DOCUMENTS**

If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Bid Documents, he may submit to the Chief Procurement Officer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Upon receipt of such a request, the CPO will determine if a response will be provided. Any such response shall be provided in an addendum to all persons who have requested the Bid Documents. Failure on the part of the prospective Bidder to receive an addendum prior to the time of the opening of bids will not be grounds for withdrawal of the bids. Bidders shall acknowledge receipt of each Addendum issued in the space provided on the bid forms. Oral explanations will not be binding. A request for an interpretation will not extend the due date for bids.

All written requests for interpretation of documents shall be addressed to:

Cho Ng  
Office of the Chief Procurement Officer  
Senior Procurement Administrator  
[Cho.Ng@cookcountyil.gov](mailto:Cho.Ng@cookcountyil.gov)

Cook County Illinois  
118 North Clark Street - Room 1018  
Chicago, Illinois 60602

(Reference Solicitation Name and Number)

**IB-18 CASH BILLING DISCOUNTS**

Cash billing or percentage discounts for payment will not be considered in evaluating bids.

**IB-19 TAXES**

Federal Excise Tax does not apply to materials purchased by the County of Cook by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County of Cook by virtue of Statute. Cook County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-06. The prices paid to the Contractor after application of the Adjustment Factor shall include any and all other Federal and/or State, direct and/or indirect taxes which apply to this transaction.

**IB-20 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS**

These Contract Documents shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

- A. Addenda, if any (later dates take precedence over earlier dates)
- B. Amendments to the Agreement, if any
- C. Job Order Related Documents, including but not limited to, Detailed Scope of Work, Request for Price Proposal, Price Proposal, Job Order Proposal Package)
- D. Book 3. Special Conditions.
- E. Book 2. General Conditions.
- F. Book 5. Technical Specifications.
- G. Book 4. Construction Task Catalog®
- H. Book 1, Contract Information, Instruction to Bidders, and Execution Documents
- I. Performance and Payment Bond.

**IB-21 REQUIRED UPDATES**

The information provided in this Bid 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 Bid, the Bidder will supplement this Bid up to the time the County takes action, by filing an amended documents or such other documentation as is requested.

**IB-22 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.

**END OF SECTION**

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## ATTACHMENT B

### SECTION 3 – CONTRACT INSURANCE REQUIREMENTS

#### INSURANCE FOR 12-28-340-GC: GENERAL CONSTRUCTION

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### A. INSURANCE TO BE PROVIDED

##### 1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

##### 2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

##### 3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

##### 4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

6) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under

this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract or any extensions thereof. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-MC: MECHANICAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$ 1,000,000 with the same terms herein.

4) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: material stored off-site and in-transit, equipment breakdown, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown and testing, when applicable. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to County property at full replacement cost as a result of the Contract.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, media, data, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.

9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by Cook County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of Cook County to obtain certificates or other insurance evidence from Contractor is not a waiver by Cook County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and Cook County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to Cook County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by the Contractor.

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-EC: ELECTRICAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$ 1,000,000 with the same terms herein.

4) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) **Builders Risk/Installation**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: material stored off-site and in-transit, equipment breakdown, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown and testing, when applicable. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to County property at full replacement cost as a result of the Contract.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor.

6) **Professional Liability**

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) **Valuable Papers**

When any plans, designs, drawings, media, data, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) **Contractors Pollution Liability**

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.

9) **Marine Protective & Indemnity**

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional Insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by Cook County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of Cook County to obtain certificates or other insurance evidence from Contractor is not a waiver by Cook County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and Cook County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to Cook County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by the Contractor.

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-SW: HIGHWAY / SITE WORK**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

**1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long shore and Harbor Workers, Jones Act.

**2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

**3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

**4) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to

## **12-28-340 ADDENDUM 1 - ATTACHMENT B**

METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

### **5) Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

### **6) Builders Risk/Installation**

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

### **7) Professional Liability**

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

### **8) Valuable Papers**

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-RC: RESIDENTIAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$500,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

6) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide

insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

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## SECTION 4 –WAGE RATES

### WAGES OF EMPLOYEES ON PUBLIC WORKS

- A. This contract is subject to "An Act Regulating the Wages of all Laborers, Mechanics and Other Workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order or ruling shall govern.
- B. If it is determined that the "prevailing rate of wages" will be used for this contract, the following conditions will be required:
- C. Not less than the prevailing rate of wages as found by the (public body) or Department of Labor or determined by a court on review shall be paid to all laborers, workers and mechanics performing work under this contract. These prevailing rates of wages are included in this contract.
- D. The Contractor and each subcontractor shall keep an accurate record showing the name and occupations of all laborers, workers and mechanics employed by them on this contract, and also showing the actual wages paid to each of such persons.
- E. The submission by the Contractor and each subcontractor of payrolls, or copies thereof, is not required. However, the Contractor and each subcontractor shall preserve their weekly payroll records for a period of three (3) years from the date of completion of this contract.
- F. If the Department of Labor revised the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract.

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**ILLINOIS DEPARTMENT OF LABOR  
PREVAILING WAGE RATE**

**Cook County Prevailing Wage for November 2012**

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	==	=	=====	=====	=====	==	==	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		36.200	36.700	1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.450	47.360	2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON		BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
CEMENT MASON		ALL		42.350	44.350	2.0	1.5	2.0	11.21	11.40	0.000	0.320
CERAMIC TILE FNSHER		BLD		34.440	0.000	2.0	1.5	2.0	9.700	6.930	0.000	0.610
COMM. ELECT.		BLD		37.500	40.150	1.5	1.5	2.0	8.420	9.980	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRIC PWR GRNDMAN		ALL		33.810	48.350	1.5	1.5	2.0	8.090	10.53	0.000	0.330
ELECTRIC PWR LINEMAN		ALL		43.350	48.350	1.5	1.5	2.0	10.38	13.50	0.000	0.430
ELECTRICIAN		ALL		42.000	44.800	1.5	1.5	2.0	12.83	13.07	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		48.560	54.630	2.0	2.0	2.0	11.03	11.96	2.910	0.000
FENCE ERECTOR		ALL		33.740	35.740	1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER		BLD		39.500	41.000	1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		36.200	36.950	1.5	1.5	2.0	12.78	9.020	0.000	0.500
LATHER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
MACHINIST		BLD		43.550	46.050	1.5	1.5	2.0	6.130	8.950	1.850	0.000
MARBLE FINISHERS		ALL		29.700	0.000	1.5	1.5	2.0	9.550	11.75	0.000	0.620
MARBLE MASON		BLD		39.880	43.870	1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I		ALL		26.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II		ALL		31.200	0.000	1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER		BLD	1	45.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	2	43.800	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	3	41.250	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	4	39.500	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	5	48.850	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	6	46.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		BLD	7	48.100	49.100	2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		FLT	1	51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	2	49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	3	44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT	4	36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY	1	43.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	2	42.750	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	3	40.700	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	4	39.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	5	38.100	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	6	46.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER		HWY	7	44.300	47.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.800	43.300	2.0	2.0	2.0	12.86	15.61	0.000	0.500
PAINTER		ALL		40.000	44.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		41.520	43.520	1.5	1.5	2.0	13.19	11.75	0.000	0.530
PIPEFITTER		BLD		45.050	48.050	1.5	1.5	2.0	8.460	14.85	0.000	1.780
PLASTERER		BLD		40.250	42.670	1.5	1.5	2.0	10.85	10.94	0.000	0.550

Cook County

PLUMBER	BLD		45.000	47.000	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD		38.350	41.350	1.5	1.5	2.0	8.080	8.220	0.000	0.430
SHEETMETAL WORKER	BLD		40.810	44.070	1.5	1.5	2.0	10.13	17.79	0.000	0.630
SIGN HANGER	BLD		29.460	29.960	1.5	1.5	2.0	4.800	2.980	0.000	0.000
SPRINKLER FITTER	BLD		49.200	51.200	1.5	1.5	2.0	10.25	8.200	0.000	0.450
STEEL ERECTOR	ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON	BLD		40.680	44.750	1.5	1.5	2.0	9.550	12.00	0.000	0.970
TERRAZZO FINISHER	BLD		35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD		39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD		41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY		28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL	1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	2	34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	E ALL	4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL	1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL	4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD		40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

(Region)

P (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)

Class)

se (Base Wage Rate)

MAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Section 1.01 Explanations

## COOK COUNTY

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

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

## EXPLANATION OF CLASSES

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

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## CERAMIC TILE FINISHER

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

COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers);

Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including 3/4 cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air

Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over;

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

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

Other Classifications of Work:

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

LANDSCAPING

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

**UNITED STATES DEPARTMENT OF LABOR  
DAVIS BACON WAGE RATES**

General Decision Number: IL120009 11/16/2012 IL9

Superseded General Decision Number: IL20100009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

BUILDING, RESIDENTIAL, HEAVY, AND HIGHWAY PROJECTS (does not include landscape projects).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/03/2012
3	03/02/2012
4	04/06/2012
5	05/04/2012
6	06/01/2012
7	06/15/2012
8	07/06/2012
9	08/03/2012
10	09/28/2012
11	11/16/2012

ASBE0017-001 06/01/2012

	Rates	Fringes
<b>ASBESTOS WORKER/INSULATOR</b> Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 45.55	23.40
Fire Stop Technician.....	\$ 36.44	22.20
<b>HAZARDOUS MATERIAL HANDLER</b> includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 34.16	22.20

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BOIL0001-001 01/01/2012

Cook County

	Rates	Fringes
BOILERMAKER.....	\$ 41.38	23.90

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BRIL0021-001 06/01/2011

	Rates	Fringes
BRICKLAYER.....	\$ 39.78	20.80

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BRIL0021-004 06/01/2010

	Rates	Fringes
Marble Mason.....	\$ 39.03	19.90

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BRIL0021-006 06/01/2012

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 39.37	20.51
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

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BRIL0021-009 06/01/2009

	Rates	Fringes
MARBLE FINISHER.....	\$ 29.10	19.90

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BRIL0021-012 06/01/2009

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 39.20	18.51

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CARP0555-001 06/01/2012

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 41.52	25.47

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\* CARP0555-002 10/01/2012

	Rates	Fringes
CARPENTER (Excluding structures with elevators and structures over 3 1/2 stories)....	\$ 32.12	25.47

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ELEC0009-003 06/04/2012

	Rates	Fringes
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Line Construction		
Groundman.....	\$ 33.81	20.24
Lineman and Equipment		
Operator.....	\$ 43.35	25.68

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 ELEC0134-001 06/07/2010

	Rates	Fringes
ELECTRICIAN.....	\$ 40.40	26.75

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 ELEC0134-002 04/01/1998

	Rates	Fringes
ELECTRICIAN		
CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

Install magnetic or electronic replacement ballasts either singly or in groups including necessary wiring within fixture; Install replacement lamp holders and/or sockets including necessary wiring within fixture including relocating sockets within fixture; Install replacement lighting circuit breakers where necessary; Install replacement lighting switches where necessary; Repair lighting fixtures other than ballast or socket replacements; Rewire chandeliers or incandescent fixtures only within fixtures themselves.

FOOTNOTES:

a-Paid Vacation- Employees who have been employed for one year but less than three years receive 1 week of paid vacation; employees who have been employed three years but less than ten years receive 2 weeks of paid vacation; Employees who have been employed ten years but less than twenty years receive 3 weeks of paid vacation; and employees who have worked twenty or more years receive 4 weeks of paid vacation.

b-Funeral Leave-In the instance of the death of a mother, other-in-law; father, father-in-law, sister, brother, husband, wife, or a child of an employee shall receive up to three days of paid funeral leave.

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 ELEC0134-003 06/07/2004

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 30.89	12.59

The work shall consist of the installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the

transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment and residential purposes, including but not limited to communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit.

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 ELEV0002-003 01/01/2012

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.56	23.535+a+b

FOOTNOTES:

A. Eight paid holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; Veterans' Day and Christmas Day.

B. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service; and 6% for 6 months to 5 years of service.

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 \* ENGI0150-006 06/01/2011

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 45.10	27.10
GROUP 2.....	\$ 43.80	27.10
GROUP 3.....	\$ 41.25	27.10
GROUP 4.....	\$ 39.50	27.10

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant\*; Asphalt Spreader; Autograde\*; Backhoes with Caisson attachment\*; Batch Plant\*; Benoto (Requires two Engineers); Boiler and Throttle Valve; Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside

Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes\*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers and Skid Rig\*; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill\*; Roto Mill Grinder (36" and Over)\*; Roto Mill Grinder (Less Than 36")\*; Scoops-Tractor Drawn; Slip-Form Paver\*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines\*.

GROUP 2: Bobcat (over 3/4 cu yd); Boilers; Broom, Power Propelled; Bulldozers; Concrete Mixer (Two Bag and over); Conveyor, Portable; Forklift Trucks; Greaser Engineer; Highlift Shovels or Front End loaders under 2 1/4 cu yd; Automatic Hoists, Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted)\*; Rollers; Steam Generators; Tractors; Tractor Drawn Vibratory Roller (Receives an additional \$.50 per hour); Winch Trucks with "A" Frame.

GROUP 3: Air Compressor-Small 250 and Under (1 to 5 not to exceed a total of 300 ft); Air Compressor-Large over 250; Combination-Small Equipment Operator; Generator- Small 50 kw and under; Generator-Large over 50 kw; Heaters, Mechanical; Hoists, Inside Elevators (Remodeling or Renovatin work); Hydrualic Power Units (Pile Driving, Extracting, and Drilling); Low Boys; Pumps Over 3" (1 To 3 not to exceed a total of 300 ft); Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcat (up to and including 3/4 cu yd)

GROUP 4 - Bobcats and/or other Skid Steer Loaders; Brick Forklifts; Oilers

\*-Requires Oiler

\* ENGI0150-025 06/01/2011

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 43.30	27.10
GROUP 2.....	\$ 42.75	27.10
GROUP 3.....	\$ 40.70	27.10
GROUP 4.....	\$ 39.30	27.10
GROUP 5.....	\$ 38.10	27.10

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Plant\*; Asphalt Heater and Planer combination; Asphalt Heater Scarfire\*, Asphalt Spreader;

Autograder/ GOMACO or similar; ABG Paver\*, Backhoes with Caisson attachment\*, Ballast Regulator, Belt Loader\*; Caisson Rigs\*Car Dumper, Central Redi-Mix Plant\*, Combination Backhoe; Front End Loader Machine (1 cu yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer; Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed\*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self-propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply

Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

GROUP 4: Air compressor - Small 250 and under (1 to 5 not to exceed a total of 300 ft); Air Compressor - Large over 250; Combination - Small Equipment Operator; Directional Boring Machine; Generators - Small 50 kw and under; Generators - Large , over 50 kw; Heaters, Mechanical; Hydraulic power unit (Pile Driving, Extracting or Drilling); Light Plants (1 to 5); Pumps, over 3" (1 to 3, not to exceed a total of 300 ft); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 small electric drill winches;

GROUP 5: Bobcats (All); Brick Forklifts; Oilers; Directional Boring

\*Requires Oiler

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IRON0001-026 06/01/2012

	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 41.00	32.94
Structural and Reinforcing..	\$ 40.82	32.94

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IRON0063-001 06/01/2012

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 40.80	28.97

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IRON0063-002 06/01/2011

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 32.66	21.35

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IRON0136-001 07/01/2012

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 35.87	28.67
Master Riggers.....	\$ 38.37	28.67

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LABO0002-006 06/01/2011

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.275	21.45
GROUP 4.....	\$ 35.30	21.45
GROUP 5.....	\$ 35.35	21.45
GROUP 6.....	\$ 35.40	21.45
GROUP 7.....	\$ 34.425	21.45
GROUP 8.....	\$ 34.425	21.45
GROUP 9.....	\$ 35.525	21.45
GROUP 10.....	\$ 35.65	21.45
GROUP 11.....	\$ 35.475	21.45
GROUP 12.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

GROUP 1: Building Laborers; Plasterer Tenders; Pumps for Dewatering; and other unclassified laborers.

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

GROUP 4: Chimney over 40 ft.; Scaffold Laborers.

GROUP 5: Cement Gun Nozzle Laborers (Gunitite); Windlass and capstan person.

GROUP 6: Stone Derrickmen & Handlers.

GROUP 7: Jackhammermen; Power driven concrete saws; and other power tools.

GROUP 8: Firebrick & Boiler Laborers.

GROUP 9: Chimney on fire brick; Caisson diggers; & Well Point System men.

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

GROUP 12: Dosimeter use (any device) monitoring nuclear exposure); Asbestos Abatement Laborer; Toxic and Hazardous Waste Removal Laborers.

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LABO0002-007 06/01/2011

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.475	21.45

GROUP 3.....	\$ 35.35	21.45
GROUP 4.....	\$ 35.475	21.45
GROUP 5.....	\$ 36.20	21.45

LABORER CLASSIFICATIONS

GROUP 1: Common laborer; Tenders; Material expeditor (asphalt plant); Street paving, Grade separation, sidewalk, curb & gutter, strippers & All laborers not otherwise mentioned

GROUP 2: Asphalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettlemen; Mixermen; Drun-men; Jackhammermen (asphalt); Paintmen; Mitre box spreaders; Laborers on birch, overman and similar spreader equipment; Laborers on APSCO; Laborers on air compressor; Paving Form Setter; Jackhammermen (concrete); Power drive concrete saws; other power tools.

GROUP 5: Asbestos Abatement Laborers; Toxic and Hazardous Waste Removal Laborers, Dosimeter (any device) monitoring nuclear exposure

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LABO0002-008 06/01/2011

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 36.20	21.45
16 - 20 POUNDS.....	\$ 36.70	21.45
21 - 26 POUNDS.....	\$ 37.20	21.45
27 - 33 POUNDS.....	\$ 38.20	21.45
34 - AND OVER.....	\$ 39.20	21.45
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 35.20	21.45
GROUP 2.....	\$ 35.325	21.45
GROUP 3.....	\$ 34.425	21.45
GROUP 4.....	\$ 25.20	21.45
GROUP 5.....	\$ 30.20	21.45

LABORER CLASSIFICATIONS (TUNNEL)

GROUP 1: Cage tenders; Dumpmen; Flagmen; Signalmen; Top laborers

GROUP 2: Air hoist operator; Key board operator; concrete laborer; Grout; Lock tenders (Free Air Side); Steel setters; Tuggers; Switchmen; Car pusher

GROUP 3: Concrete repairmen; Lock tenders (pressure side); Mortar men; Muckers; Grout machine operators; Track layers

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders;

Cook County

Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skimmers; Maintenance technician

GROUP 5: Asbestos abatement laborer; Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

GROUP 3: Cement carriers; Cement mixers; Concrete repairmen; Mortar men; Scaffold men; Second Bottom men

GROUP 4: Air trac drill operator; Bottom men; Bracers-bracing; Bricklayer tenders; Catch basin diggers; Drainlayers; dynamiters; Form men; Jackhammermen; Powerpac; Pipelayers; Rodders; Welder-burners; Well point systems men

GROUP 5: Asbestos abatement laborer, Toxic and hazardous waste removal laborer; Dosimeter (any device) monitoring nuclear exposure

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LABO0225-001 06/01/2011

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 30.00	21.45
GROUP 2.....	\$ 35.20	21.45
GROUP 3.....	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

GROUP 3 - Asbestos Work with Complete Demolition/Wrecking or Strip Out Work

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PAIN0014-001 06/01/2012

	Rates	Fringes
PAINTER (including taper).....	\$ 40.00	21.62

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PAIN0027-001 06/01/2012

	Rates	Fringes
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GLAZIER.....	\$ 39.50	27.97
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PLAS0005-002 07/01/2012		
	Rates	Fringes
PLASTERER.....	\$ 40.25	22.34
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PLAS0502-001 06/01/2012		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 42.35	22.93
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PLUM0130-001 06/01/2012		
	Rates	Fringes
PLUMBER.....	\$ 45.00	24.11
-----		
PLUM0597-002 06/01/2012		
	Rates	Fringes
PIPEFITTER.....	\$ 45.05	25.09
-----		
ROOF0011-001 06/01/2012		
	Rates	Fringes
ROOFER.....	\$ 38.35	16.96
-----		
SFIL0281-001 06/01/2012		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.80	19.00
-----		
SHEE0073-001 06/01/2011		
	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23
-----		
SHEE0073-002 06/01/2011		
	Rates	Fringes
Sheet Metal Worker		
ALUMINUM GUTTER WORK.....	\$ 27.63	27.23
-----		
TEAM0731-001 06/01/2011		
COOK COUNTY - HEAVY AND HIGHWAY		
	Rates	Fringes

Cook County

TRUCK DRIVER

2 or 3 Axles.....	\$ 33.85	16.85
4 Axles.....	\$ 34.10	16.85
5 Axles.....	\$ 34.30	16.85
6 Axles.....	\$ 34.50	16.85

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor		
TRAFFIC SAFETY WORKER:		
Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment.....	\$ 28.25	9.08

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 31.33	.10+a
4 Axles.....	\$ 31.58	.10+a
5 Axles.....	\$ 31.78	.10+a
6 Axles.....	\$ 31.98	.10+a

FOOTNOTES:

a. \$463.00 per week.

An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----  
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

0000/9999: weighted union wage rates will be published annually

each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

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**SECTION 5 - BID FORMS AND EXECUTION DOCUMENTS**

**BID FORM 1G - SCHEDULE OF PRICES  
GENERAL CONSTRUCTION**

CONTRACT FOR WORK  
CONTRACT DOCUMENT NO. 12-28-340-GC

FOR: **JOB ORDER CONTRACTING - GENERAL CONSTRUCTION**

Proposal Submitted by:

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

To: The County of Cook

**PROPOSED ADJUSTMENT FACTORS:**

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4a - Construction Task Catalog® for General Construction (CTC) and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4a - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against his Contract for the Unit Prices specified in Book 4a - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

- 3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
(Specify to four (4) decimal places)

- 4. **Combined Adjustment Factor:** Contractor shall include, in the space provided below, the Combined Adjustment Factor calculated on Bid Form 2G

\_\_\_\_\_  
(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on Wednesday, January 9, 2013 \_\_\_\_\_ in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_

**BID FORM 2G – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR  
GENERAL CONSTRUCTION**

**BIDDER NAME:**

<b>Line 1.</b>	Normal Working Hours Adjustment Factor	_____
<b>Line 2.</b>	Multiply Line 1 by .60	_____
<b>Line 3.</b>	Other Than Normal Working Hours Adjustment Factor	_____
<b>Line 4.</b>	Multiply Line 3 by .30	_____
<b>Line 5.</b>	Non Pre-priced Adjustment Factor	_____
<b>Line 6.</b>	Multiply line 5 by .10 =	_____
<b>Line 7.</b>	<b>Combined Adjustment Factor (Add lines 2, 4, and 6)</b>	_____
		<b>(Combined Adjustment Factor)</b>

The Bidder shall complete Bid Form 2G - Calculation of the Combined Adjustment Factor and transfer Line 7 of Bid Form 2G, to the space provided on Bid Form 1G - Schedule of Prices for General Construction, Line 4. The County reserves the right to revise all arithmetic calculations for correctness. **In the event of discrepancy, the Adjustment Factors used on Bid Form 1G will prevail and will be used to calculate the Combined Adjustment Factor on Bid Form 2G.**

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note To Bidder: The weights in lines 2, 4, and 6, above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidders.*

*When submitting Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5, as applicable.*

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**BID FORM 1M - SCHEDULE OF PRICES  
MECHANICAL CONSTRUCTION**

CONTRACT FOR WORK  
CONTRACT DOCUMENT NO. 12-280-340-MC

FOR: **JOB ORDER CONTRACTING - MECHANICAL CONSTRUCTION**

Proposal Submitted by:

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

To: The County of Cook

**PROPOSED ADJUSTMENT FACTORS:**

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4b - Construction Task Catalog® (CTC) for Mechanical Construction and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4b - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against his Contract for the Unit Prices specified in Book 4b - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

- 3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_

(Specify to four (4) decimal places)

- 4. **Combined Adjustment Factor:** Contractor shall include, in the space provided below, the Combined Adjustment Factor calculated on Bid Form 2M

\_\_\_\_\_

(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on Wednesday, January 9, 2013 \_\_\_\_\_ in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_

**BID FORM 2M – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR  
MECHANICAL CONSTRUCTION**

**BIDDER NAME:**

---

<b>Line 1.</b>	Normal Working Hours Adjustment Factor	_____
<b>Line 2.</b>	Multiply Line 1 by .60	_____
<b>Line 3.</b>	Other Than Normal Working Hours Adjustment Factor	_____
<b>Line 4.</b>	Multiply Line 3 by .30	_____
<b>Line 5.</b>	Non Pre-priced Adjustment Factor	_____
<b>Line 6.</b>	Multiply line 5 by .10 =	_____
<b>Line 7.</b>	<b>Combined Adjustment Factor (Add lines 2, 4, and 6)</b>	_____
		<b>(Combined Adjustment Factor)</b>

The Bidder shall complete Bid Form 2M - Calculation of the Combined Adjustment Factor and transfer Line 7 of Bid Form 2M, to the space provided on Bid Form 1M - Schedule of Prices for Mechanical Construction, Line 4. The County reserves the right to revise all arithmetic calculations for correctness. **In the event of discrepancy, the Adjustment Factors used on Bid Form 1M will prevail and will be used to calculate the Combined Adjustment Factor on Bid Form 2M.**

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note To Bidder: The weights in lines 2, 4, and 6, above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidders.*

*When submitting Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5, as applicable.*

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**BID FORM 1E - SCHEDULE OF PRICES  
ELECTRICAL CONSTRUCTION**

CONTRACT FOR WORK  
CONTRACT DOCUMENT NO. 12-28-340-EC

FOR: **JOB ORDER CONTRACTING - ELECTRICAL CONSTRUCTION**

Proposal Submitted by:

Paschen Pagoda Joint Venture

5515 N. East River Road

Chicago, IL 60656

To: The County of Cook

**PROPOSED ADJUSTMENT FACTORS:**

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4c - Construction Task Catalog® (CTC) for Electrical Construction and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4c - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

0.8989

(Specify to four (4) decimal places)

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against his Contract for the Unit Prices specified in Book 4c - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

0.9438

(Specify to four (4) decimal places)

3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2:

1.0500

(Specify to four (4) decimal places)

4. **Combined Adjustment Factor:** Contractor shall include, in the space provided below, the Combined Adjustment Factor calculated on Bid Form 2E

0.9275

(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on Wednesday, January 9, 2013 \_\_\_\_\_ in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. 1 Date: 12/28/12

Addendum No. 2 Date: 1/4/13

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**BIDDER NAME:**

Paschen Pagoda Joint Venture

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**BID FORM 2E – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR  
ELECTRICAL CONSTRUCTION**

**BIDDER NAME:**

Paschen Pagoda Joint Venture

---

<b>Line 1.</b>	Normal Working Hours Adjustment Factor	<u>0.8989</u>
<b>Line 2.</b>	Multiply Line 1 by .60	<u>0.5393</u>
<b>Line 3.</b>	Other Than Normal Working Hours Adjustment Factor	<u>0.9438</u>
<b>Line 4.</b>	Multiply Line 3 by .30	<u>0.2832</u>
<b>Line 5.</b>	Non Pre-priced Adjustment Factor	<u>1.0500</u>
<b>Line 6.</b>	Multiply line 5 by .10 =	<u>0.1050</u>
<b>Line 7.</b>	<b>Combined Adjustment Factor (Add lines 2, 4, and 6)</b>	<u>0.9275</u> <b>(Combined Adjustment Factor)</b>

The Bidder shall complete Bid Form 2E - Calculation of the Combined Adjustment Factor and transfer Line 7 of Bid Form 2E, to the space provided on Bid Form 1E - Schedule of Prices for Electrical Construction, Line 4. The County reserves the right to revise all arithmetic calculations for correctness. **In the event of discrepancy, the Adjustment Factors used on Bid Form 1E will prevail and will be used to calculate the Combined Adjustment Factor on Bid Form 2E.**

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note To Bidder: The weights in lines 2, 4, and 6, above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidders.*

*When submitting Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5, as applicable.*

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**BID FORM 1SW - SCHEDULE OF PRICES  
HIGHWAY / SITE WORK**

CONTRACT FOR WORK  
CONTRACT DOCUMENT NO. 12-28-340-SW

FOR: **JOB ORDER CONTRACTING - HIGHWAY / SITE WORK**

Proposal Submitted by:

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

To: The County of Cook

**PROPOSED ADJUSTMENT FACTORS:**

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4d - Construction Task Catalog® (CTC) for Highway / Site Work and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4d - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against his Contract for the Unit Prices specified in Book 4d - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

- 3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

- 4. **Combined Adjustment Factor:** Contractor shall include, in the space provided below, the Combined Adjustment Factor calculated on Bid Form 2SW

(Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on Wednesday, January 9, 2013 \_\_\_\_\_ in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_

N/A

**BID FORM 2SW – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR  
HIGHWAY / SITE WORK**

**BIDDER NAME:**

---

<b>Line 1.</b>	Normal Working Hours Adjustment Factor	_____
<b>Line 2.</b>	Multiply Line 1 by .60	_____
<b>Line 3.</b>	Other Than Normal Working Hours Adjustment Factor	_____
<b>Line 4.</b>	Multiply Line 3 by .30	_____
<b>Line 5.</b>	Non Pre-priced Adjustment Factor	_____
<b>Line 6.</b>	Multiply line 5 by .10 =	_____
<b>Line 7.</b>	<b>Combined Adjustment Factor (Add lines 2, 4, and 6)</b>	_____

**(Combined Adjustment Factor)**

The Bidder shall complete Bid Form 2SW - Calculation of the Combined Adjustment Factor and transfer Line 7 of Bid Form 2SW, to the space provided on Bid Form 1SW - Schedule of Prices for Highway / Site Work, Line 4. The County reserves the right to revise all arithmetic calculations for correctness. **In the event of discrepancy, the Adjustment Factors used on Bid Form 1SW will prevail and will be used to calculate the Combined Adjustment Factor on Bid Form 2SW.**

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note To Bidder: The weights in lines 2, 4, and 6, above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidders.*

*When submitting Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5, as applicable.*

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**BID FORM 1R - SCHEDULE OF PRICES  
RESIDENTIAL CONSTRUCTION**

CONTRACT FOR WORK  
CONTRACT DOCUMENT NO. 12-28-340-RC

FOR: **JOB ORDER CONTRACTING - RESIDENTIAL CONSTRUCTION**

Proposal Submitted by:

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

To: The County of Cook

**PROPOSED ADJUSTMENT FACTORS:**

The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4e - Construction Task Catalog® (CTC) for Residential Construction and Technical Specifications incorporated herein with the following adjustment factors:

1. **Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4e - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

2. **Other Than Normal Working Hours Adjustment Factor:** Contractor shall perform any or all functions called for in the Contract Documents during Other than Normal Working Hours in the quantities specified in individual Job Orders against his Contract for the Unit Prices specified in Book 4e - Construction Task Catalog® (CTC) multiplied by the Adjustment Factor of:

\_\_\_\_\_  
(Specify to four (4) decimal places)

- 3. **Non Pre-priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

\_\_\_\_\_  
 (Specify to four (4) decimal places)

- 4. **Combined Adjustment Factor:** Contractor shall include, in the space provided below, the Combined Adjustment Factor calculated on Bid Form 2R

\_\_\_\_\_  
 (Specify to four (4) decimal places)

**BID DUE DATE**

Bids are to be received no later than 10:00 AM on Wednesday, January 9, 2013 \_\_\_\_\_ in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

**ADDENDUM RECEIPT**

The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No. _____	Date: _____

**BIDDER NAME:**

\_\_\_\_\_

**BID FORM 2R – CALCULATION OF THE COMBINED ADJUSTMENT FACTOR  
RESIDENTIAL CONSTRUCTION**

**BIDDER NAME:**

---

<b>Line 1.</b>	Normal Working Hours Adjustment Factor	_____
<b>Line 2.</b>	Multiply Line 1 by .60	_____
<b>Line 3.</b>	Other Than Normal Working Hours Adjustment Factor	_____
<b>Line 4.</b>	Multiply Line 3 by .30	_____
<b>Line 5.</b>	Non Pre-priced Adjustment Factor	_____
<b>Line 6.</b>	Multiply line 5 by .10 =	_____
<b>Line 7.</b>	<b>Combined Adjustment Factor</b> <b>(Add lines 2, 4, and 6)</b>	_____
		<b>(Combined Adjustment Factor)</b>

The Bidder shall complete Bid Form 2R- Calculation of the Combined Adjustment Factor and transfer Line 7 of Bid Form 2R, to the space provided on Bid Form 1R - Schedule of Prices for Residential Construction, Line 4. The County reserves the right to revise all arithmetic calculations for correctness. **In the event of discrepancy, the Adjustment Factors used on Bid Form 1R will prevail and will be used to calculate the Combined Adjustment Factor on Bid Form 2R.**

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> decimal is rounded upward).

*Note To Bidder: The weights in lines 2, 4, and 6, above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidders.*

*When submitting Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5, as applicable.*

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# ATTACHMENT C

## PROPOSAL AGREEMENTS

### BID

The undersigned agrees that the bid deposit of \$25,000 bid is enclosed herewith.

### PERFORMANCE AND PAYMENT BONDS

The undersigned agrees to furnish a Performance and Payment Bond as specified.

### EXAMINATION

The undersigned declares that he has carefully examined the Contract Documents and that he fully understands the detailed requirements of construction and all local conditions affecting the Contract.

### PERFORMANCE

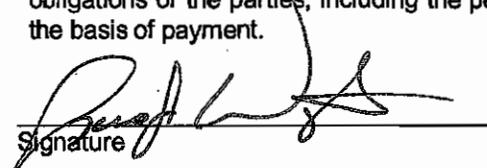
The undersigned agrees to furnish all labor, materials and equipment necessary to complete the work described in, incidental to and in accordance with the Contract Documents for the amount of the Bid herein submitted.

### ACCEPTANCE OF BID PROPOSAL

undersigned further agrees that the Cook County Board of Commissioners have the right to reject any and all bid proposals.

### CONTRACT DOCUMENTS

The undersigned agrees that the Contract Document shall include: advertisement for bids, Book One - Project Information, Instructions to Bidders, and Execution Documents, Book Two - General Conditions, Book Three - Special Conditions, Book Four - the Construction Task Catalog®(CTC, Book Five - Technical Specifications; Contractor's proposal/bids, County's acceptance, Vendor's Certifications, certificate of pre-bid field inspection, Contractor's certificate concerning labor standards and prevailing wage requirements, minority and female participation, performance bond, proposal acceptance, general conditions, special conditions, general requirements, specifications, addenda, general and detailed plans and drawings, and any written agreements required to complete the Work. The undersigned further agrees that the above documents shall be considered one integrated document setting forth the obligations of the parties, including the performance of the Work, the furnishing of labor and materials and the basis of payment.

  
Signature

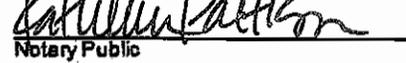
Leo J. Wright, Representative  
Name (Type or Print)  
Paschen Pagoda Joint Venture

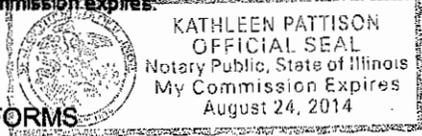
Bidder Name  
5515 N. East River Road

Address  
Chicago IL 60656

City State Zip

Subscribed and sworn to before me  
this 9th day of January, 2013

  
Notary Public

Commission expires  


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**SECTION 6 - ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE BID**

**SURETY'S STATEMENT OF QUALIFICATION FOR BONDING**

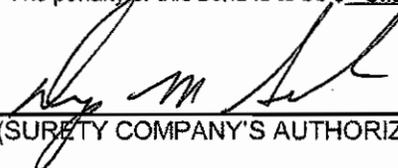
This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Continental Casualty Company  
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the bid/Contract  
to 12-28-340EC Paschen Pagoda Joint Venture  
(NUMBER) (BIDDER)

The penalty of this bond is to be \$ One Hundred Percent of Accompanying Bid  
(TOTAL DOLLAR AMOUNT OF CONTRACT)

  
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

SURETY  
CORPORATE  
SEAL

Douglas M. Schmude  
(ATTORNEY IN FACT)

002128 20443  
AMB# NAIC #

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Katherine J Foreit, John K Johnson, Beatriz Polito, Amy B Wickett, Douglas M Schmude, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 7th day of November, 2012.



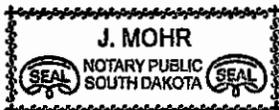
Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of November, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

*J. Mohr*

J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9 day of January, 2013.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D. Bult*

D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

### ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

### ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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**MBE/WBE/DBE COMMITMENT FORM**

CONTRACT FOR WORK  
SOLICITATION NO. 12-28-340EC

FOR: Electrical Construction County-Wide Job Order Contract, Cook County

Proposal Submitted by:

Paschen Pagoda Joint Venture

5515 N. East River Road

Chicago, IL 60656

To: The County of Cook

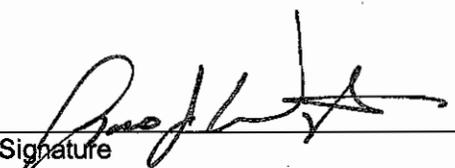
Indicate if your firm is a certified minority-owned business      Yes   X   No  
If "Yes", please attach a copy of certification

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: Paschen Pagoda Joint Venture  
Bidder's Name

that I have personally reviewed the Contract Documents, the MW/DBE Goals set forth herein, and commit to meeting or exceeding the

MBE Goal: 24%  
WBE Goal: 10%  
DBE Goal: 34% (For Federally Funded Job Orders Only)

  
Signature

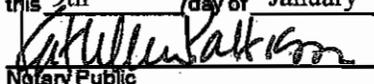
Leo J. Wright, Representative  
Name (Type or Print)

Paschen Pagoda Joint Venture  
Bidder Name

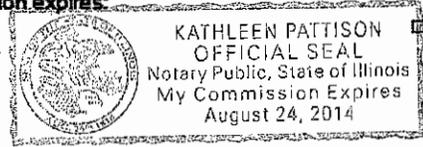
5515 N. East River Road  
Address

Chicago IL 60656  
City State Zip

Subscribed and sworn to before me  
this 9th day of January, 2013

  
Notary Public

Commission expires:



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## VENDOR CERTIFICATIONS

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 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) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES**

**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 address(es) within Cook County:  
\_\_\_\_\_  
5515 N. East River Road  
\_\_\_\_\_  
Chicago, IL 60656  
\_\_\_\_\_

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.

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**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:

None

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

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.

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**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 F.H. Paschen, S. N. Nielsen & Associates LLC D/B/A: \_\_\_\_\_ EIN NO.: 36-4518443

Street Address: 5515 N. East River Road

City: Chicago State: IL Zip Code: 60656

Phone No.: 773.444.3474

**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.

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Name	Address	Percentage Interest in Applicant/Holder
See Attached		

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
None		

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
FHP Management, Inc.	5515 N. East River Road	0%	Sole Manager
	Chicago, IL 60656		

**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.

Leo J. Wright  
 Name of Authorized Applicant/Holder Representative (print or type)

[Signature]  
 Signature

lwright@fhpaschen.com  
 E-mail address

Agent/Vice President  
 Title

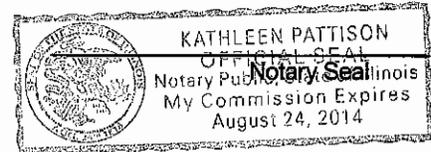
1/9/13  
 Date

773.444.3474  
 Phone Number

Subscribed to and sworn before me this 9th day of January, 2013.

X [Signature]  
 Notary Public Signature

My commission expires: 8-24-14



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**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
- Child
- Brother
- Sister
- Aunt
- Uncle
- Niece
- Nephew
- Grandparent
- Grandchild
- Father-in-law
- Mother-in-law
- Son-in-law
- Daughter-in-law
- Brother-in-law
- Sister-in-law
- Stepfather
- Stepmother
- Stepson
- Stepdaughter
- Stepsister
- Half-brother
- 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.

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**CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

Recipient:

County of Cook  
118 N. Clark Street  
Chicago, IL 60602

Date: 1/9/13

Project Number: 12-28-340EC

Project Name: Electrical Construction County-Wide Job Order Contract, Cook County

1. The undersigned acknowledges the following with respect to any Job Order issued by the County:
  - (a) The Labor Standard provisions are included in the aforesaid Contract;
  - (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;
  
2. He certifies that:
  - (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
  - (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.
  
3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.
  
4. He certifies that:
  - (a) the legal name and the business address of the undersigned are:  
F.H. Paschen, S.N. Nielsen & Associates LLC
  - (b) The undersigned is (check one):  
5515 N. East River Road  
Chicago, IL 60656
 

<input type="checkbox"/>	Sole Proprietorship
<input type="checkbox"/>	Partnership Corporation
<input checked="" type="checkbox"/>	Other Organization (Describe)
<input type="checkbox"/>	Limited Liability Company

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(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
See Attached		

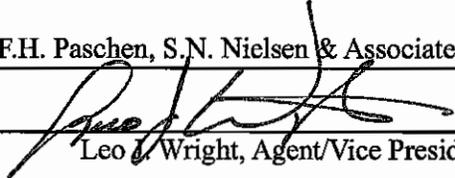
(d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
See Attached		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
None		

CONTRACTOR: F.H. Paschen, S.N. Nielsen & Associates LLC

SIGNATURE: 

Leo Wright, Agent/Vice President

DATE: 1/9/13

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COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT - QUESTION 1  
CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING  
WAGE REQUIREMENTS - QUESTION 4c and 4d

**F.H. Paschen, S.N. Nielsen & Associates, LLC**  
**Investor Members**

<b>Name</b>	<b>Address</b>
Frank H. Paschen 74%	5515 N. East River Road, Chicago, IL 60656 773-444-3474
William M. Barkowski	5515 N. East River Road, Chicago, IL 60656 773-444-3474
James V. Blair 10%	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Frank H. Paschen III	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Joseph V. Scarpelli	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Robert F. Zitek	5515 N. East River Road, Chicago, IL 60656 773-444-3474

8-Mar-12

## VENDOR CERTIFICATIONS

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 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) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**REQUIRED DISCLOSURES**

**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 address(es) within Cook County:  
\_\_\_\_\_  
1728 Cornell Rd.  
\_\_\_\_\_  
Flossmor, IL 60422  
\_\_\_\_\_

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.

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**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:

none

\_\_\_\_\_  
\_\_\_\_\_  
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.

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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 [x] Applicant or [ ] Stock/Beneficial Interest Holder

This Statement is an: [x] Original Statement or [ ] Amended Statement

Identifying Information:

Name Dr. Vincent Mills D/B/A: EIN NO.:

Street Address: 1728 Cornell Rd.

City: Flossmoor State: IL Zip Code: 60422

Phone No.: 708-263-9540

Form of Legal Entity:

[ ] Sole Proprietor [ ] Partnership [x] 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.

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Name	Address	Percentage Interest in Applicant/Holder
Vincent Mills	1728 Cornell Rd. Flossmoor IL 60422	100%

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

**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.

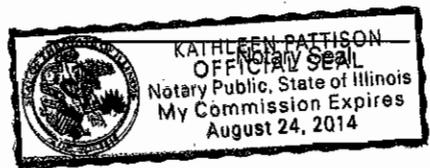
I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

<p><u>Vincent Mills</u>          Name of Authorized Applicant/Holder Representative (print or type)</p> <p><u>VINCENT MILLS</u>          Signature</p> <p><u>shortmills@gmail.com</u>          E-mail address</p>	<p><u>President</u>          Title</p> <p><u>1-7-13</u>          Date</p> <p><u>708-647-6344</u>          Phone Number</p>
---	--

Subscribed to and sworn before me this 7th day of Jan, 2013

X Kathleen Pattison  
 Notary Public Signature

My commission expires: 8-24-14



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## 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.

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**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.

Contract Number: 12-28-340EC

Contract Title: Electrical Construction County-wide Job order Contract, Cook County

Name of Owner/Employee: Vincent Mills Title: President

Business Entity Name: Pagoda Electric Inc. Phone: 708-647-6344

Business Entity Address: 1728 Cornell Rd., Flossmoor, IL 60422

\_\_\_\_\_ 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. _____	_____	_____

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

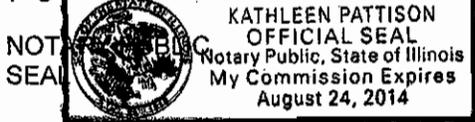
There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

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

Vincent Mills 1-7-13  
Owner/Employee's Signature Date

Subscribe and sworn before me this 7th Day of Jan, 2013  
a Notary Public in and for Cook County

Kathleen Pattison  
(Signature)



My Commission expires 8-24-14

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

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**CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

Recipient:

County of Cook  
118 N. Clark Street  
Chicago, IL 60602

Date: 1/9/13

Project Number: 12-28-340EC

Project Name: Electrical Construction County-Wide  
Job Order Contract, Cook County

1. The undersigned acknowledges the following with respect to any Job Order issued by the County:

- (a) The Labor Standard provisions are included in the aforesaid Contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

- (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an Ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his Subcontractor any lower tier subcontractor, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the Subcontractors.

4. He certifies that:

- (a) the legal name and the business address of the undersigned are:
- (b) The undersigned is (check one):

Pagoda Electric Inc.  
1728 Cornell Rd.  
Flossmor, IL 60422

\_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Partnership Corporation  
\_\_\_\_\_ Other Organization (Describe)

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(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Vincent Mills	President/Secretary/Treasurer	1728 Cornell Rd., Flossmoor, IL 60422
Pamela Mills	Vice President	1728 Cornell Rd., Flossmoor, IL 60422

(d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

NAME	ADDRESS	NATURE OF INTEREST
n/a		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
n/a		

CONTRACTOR: Pagoda Electric Inc.  
SIGNATURE: *Vincent Mills*  
DATE: 1/19/13

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**PROPOSAL EXECUTION BY A SOLE PROPRIETOR**

N/A

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this Proposal 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 Contract; and that all facts and information provided by the Undersigned are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

COOK COUNTY BUSINESS REGISTRATION NUMBER: \_\_\_\_\_

**SOLE PROPRIETOR'S SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires: \_\_\_\_\_

X \_\_\_\_\_  
Notary Public Signature

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

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**PROPOSAL EXECUTION BY A PARTNERSHIP (AND/OR A JOINT VENTURE)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this Proposal 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 Contract; and that all of the facts and information provided by the Undersigned in are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Paschen Pagoda Joint Venture

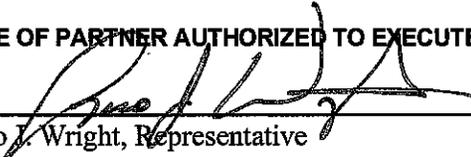
BUSINESS ADDRESS: 5515 N. East River Road, Chicago, IL 60656

BUSINESS TELEPHONE: 773.444.3474 FAX NUMBER: 773.444.5399

Paschen: 36-4518443 (JV FEIN to be acquired upon award)

CONTACT PERSON: Leo J. Wright FEIN/SSN: Pagoda: 36-4124778

COOK COUNTY BUSINESS REGISTRATION NUMBER: to be acquired upon award

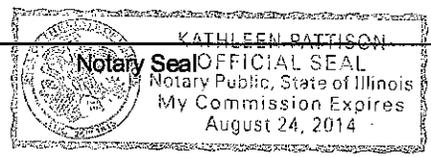
SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:  
BY:   
Leo J. Wright, Representative

Date: 1/9/13

Subscribed and sworn before me this  
9th day of January, 2013

My commission expires: 8-24-14

x   
Notary Public Signature



\* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

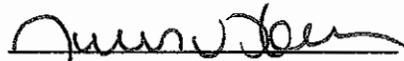
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AFFIDAVIT OF JAMES V. BLAIR MEMBER OF THE MANAGEMENT  
COMMITTEE OF PASCHEN PAGODA JOINT VENTURE

James V. Blair, being first duly sworn, states under oath that he is a Member of the Management Committee of the Paschen Pagoda Joint Venture representing F.H.Paschen.S.N. Nielsen & Associates LLC., Managing Party of the Joint Venture, that he has authority to act on behalf of Joint Venture and hereby authorizes Leo J. Wright, Alternative Representative to the Joint Venture to sign proposals and other documents required to be signed on behalf of the Joint Venture.

In WINESS WHEREOF, I have signed this affidavit on the day and date set forth above.

JAMES V. BLAIR



January 8, 2013

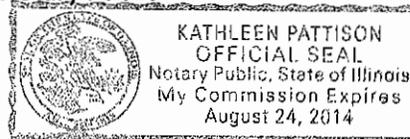
State of Illinois

County of Cook

Subscribed and sworn to before me this 8<sup>th</sup> day of January, 2013.



Notary Public



## JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the "Agreement") is executed this 9<sup>th</sup> day of January 2013, by and between F.H. Paschen, S.N. Nielsen & Associates LLC ("FHP"), an Illinois Limited Liability company, having its principal place of business at 5515 N. East River Road, Chicago, IL 60656 and Pagoda Electric & Construction, Inc. ("PEC"), an Illinois Incorporated Company, having its principal place of business at 1728 Cornell Road, Flossmoor, Illinois 60422, shall collectively be referred to herein as the "Parties".

### WITNESSETH

WHEREAS, Cook County (the "Owner"), has solicited bids for a construction project known as County Wide Job Order Contract Electrical Construction 12-28-340-EC (hereinafter referred to as the "Project"); and

WHEREAS, the Parties desire to associate with one another as joint venturers for the purpose of (i) preparing and submitting to the Owner a Proposal and Bid (hereinafter collectively referred to herein as the "Proposal and Bid") for the award of the Project and, (ii) if successful, to construct the Project pursuant to the terms of a Contract with the Owner (the "Contract"); and

WHEREAS, in connection with the Proposal and Bid, and the Contract if the Proposal and Bid is accepted by the Owner, the Parties hereto desire to describe, define and agree upon their respective duties, rights, interest and obligations as between themselves with respect to the Bid issued by the Joint Venture to the Owner and/or the Contract if awarded by the Owner to the Joint Venture.

NOW THEREFORE, in consideration of the mutual promises and agreements herein given to one another, the Parties forming this Joint Venture agree as follows:

**1. Formation, Purpose and Scope:**

The Parties hereto associate themselves as a Joint Venture for the sole and limited purpose of: (a) preparing and submitting one Proposal and Bid to the Owner for award of the Project Contract and for (b) executing, carrying out and performing the Contract to be entered into with the Owner if awarded to the Joint Venture. This Joint Venture is limited to the Proposal and Bid and Contract work for the Project. Each of the respective Parties to this Agreement may otherwise carry on its separate business for its sole benefit.

**2. Name and Location:**

The name of this Joint Venture shall be Paschen Pagoda Joint Venture (hereinafter the "Joint Venture"). The initial principal place of business of the Joint Venture shall be 5515 N. East River Road, Chicago, Illinois 60656 subject to relocation at the sole discretion of the Managing Party (as designated herein).

**3. Relationship of the Parties:**

3.1 Nothing contained in this Agreement shall be construed to create a partnership between the Parties or give rise to any agency relationship other than as specifically set forth in this Agreement for performance of the Contract. The Parties hereto shall be joint venturers only with respect to preparation and submission of the Proposal and Bid and the performance of the Contract, and nothing contained in this Agreement shall render any Party liable for any debts or obligations unrelated to the Joint Venture.

3.2 This Joint Venture Agreement shall continue in effect until terminated pursuant to Section 23 of this Agreement.

3.3 Nothing contained in this Agreement shall create or be interpreted or construed so as to create any permanent relationship between the Parties hereto or limit their respective rights to carry on their individual businesses for their own respective benefit, including other work for the Owner which does not relate to the Project.

**4. Interest of the Parties/Division of Responsibility of the Work:**

4.1 Except as may otherwise be provided herein, each Party shall be entitled to those interest and shares in and to the Joint Venture and its assets and property, and any revenues, profits, losses, liabilities and tax benefits which may be derived from the performance of the Contract, and shall be responsible as among the Parties for those obligations and liabilities in connection with the Contract, and with respect to any and all obligations and liabilities of the Joint Venture in connection therewith shall be in the following percentages:

FHP	60%
PEC	40%

FHP shall be the "Managing Party" as the term is used herein.

4.2 If the Contract is awarded by the Owner, as between themselves, FHP shall undertake and be fully responsible for the work and shall undertake and be fully responsible for the work to be determined by and between the Parties at the finalization of negotiations of the Contract with the Owner and pursuant to the to be prepared Schedule B, made a part hereof by reference. As provided herein, the respective Party shall furnish the staff and labor required to perform their portion of the Contract work as determined by the Management Committee and Schedule B. Such labor shall be in accordance with the terms of any applicable collective bargaining agreement(s).

4.3 Each Party shall be reimbursed for all Joint Venture authorized expenses incurred in providing said labor including the Project Manager as approved by the Managing Party and the Management Committee. This reimbursement shall include salaries, insurance, employee benefits, worker's compensation insurance, and other related employment taxes levied by Federal, State or local authorities. There shall be no mark-up as to any costs incurred by either Party and charged to the Joint Venture as the profits will be split as provided herein, including, without limitation, Paragraph 4.1.

**5. Best Efforts:**

Each Party hereto shall use its best efforts to carry out the purposes of this Agreement to cooperate with the other Party fully and to attend all meetings of the Joint Venture and management Committee to the end that the business affairs of the Joint Venture shall be conducted in an orderly and businesslike manner. In no event shall the existence of any dispute excuse any Party from the full and faithful performance of this Agreement.

**6. Pre-Proposal/Bid, Pre-Award and Initial Award Considerations:**

6.1 FHP shall coordinate the preparation of the Proposal and Bid with appropriate input from (here insert the name of the Joint Venture Partner). The Parties hereby agree to submit a Proposal and Bid to the Owner's specifications in an amount and on terms mutually agreeable to the Parties prior to its submission. Approval of the Contract price and terms and conditions shall be by both parties and will be evidenced by execution of the contract on behalf of each Party hereto. Should the Parties fail to agree as to the terms and conditions of the Proposal or bid, the Joint Venture and this Agreement shall terminate, subject to the rights and obligations to the Parties which may have accrued prior to such termination.

6.2 If at any time prior to the actual submission of the Proposal or bid to the Owner any Party may withdraw and be under no further obligation hereunder. Upon the withdrawal by one Party the other Party may submit a Project Bid alone, or in conjunction with another third party, without any obligation to the withdrawing Party. In this event, the remaining Party must provide its own Payment and Performance Bond. In addition, if the Proposal and Bid of the Parties as submitted to the Owner is unsuccessful, any Party hereto may perform work for this Project only with the prior written consent of the other Party.

6.3 Any negotiations between the Parties and the Owner or between the Parties and the sureties, if any, subsequent to the submission of the Proposal and Bid, but prior to any Contract award, shall be conducted by the Parties jointly.

6.4 All pre-Proposal and Bid costs shall be the sole cost and expense of the Party incurring same and shall not be considered a cost of the work pursuant to the Contract or an obligation of the Joint Venture.

6.5 The Joint Venture and this Agreement shall be null and void if the Joint Venture is not awarded the Project Contract by the Owner subject only to any costs and expenses jointly incurred by the Parties hereto.

6.6 If awarded the Contract, the Parties shall jointly and severally execute the Contract and all bonds which may be required by the Contract and each shall cause the execution and delivery of corporate indemnity agreements as required by any surety or as required by the managing Party from time to time. All bonds and insurance which may be required by the Bid, Contract or this Agreement shall be provided as contained therein and herein.

**7. Indemnification:**

7.1 Except as otherwise expressly contained herein, to the extent that any uninsured loss or liability incurred or sustained by reason of or in connection with the execution or performance of the Contract or this Agreement or by reason of the execution of any surety, construction bond or indemnity agreement executed in connection with the Project, exceeds the Party's joint venture interest as provided and contained in Paragraph 4.1 herein the other Party shall indemnify and hold harmless such Party for the amount in excess of the Party's joint venture interest as defined and contained in Paragraph 4.1.

7.2 Except as otherwise expressly contained herein, each party agrees to indemnify, defend and hold harmless the Joint Venture and the other Party from and against all claims, damages, losses and expenses, including but not limited to attorney's fees and costs, arising from or attributable to performance of work by said party on the Project to the extent such are caused in whole or in part by any negligent act or omission of said party, anyone directly or indirectly employed by said Party or anyone for whose acts said Party may be liable, regardless of whether such claims, damages, losses and expenses are caused in part by the other party indemnified hereunder.

7.3 Notwithstanding any of the foregoing, no Party shall be entitled to indemnification from the other Party for the Wrongful Actions, negligence or intentional misconduct of said party. Wrongful Actions shall mean actions that constitute fraud, bad faith, willful violation of this Agreement or willful violation of law.

**8. Insurance:**

8.1 The Management Committee shall determine the amount, type and limits of insurance coverage needed to protect the Joint Venture and the Parties hereto against any risk of loss that will be assumed or required under the Contract and this Agreement. The responsibility for obtaining, and paying all costs for same, in regards to all required and necessary Contract insurance shall be borne by the Joint Venture, or each party hereto, as provided and listed on the attached Schedule A.

8.2 As applicable, the parties hereto shall name as an "additional insured" the Joint Venture, the other Party hereto, the owner and others as additionally required by the Contract on all insurance require as provided in Schedule A.

8.3 All insurers contemplated herein and on the attached Schedule A shall be required to waive all rights of subrogation against any or all of the Parties hereto including the Joint

Venture, or their officers, employees, representatives, agents, parents, subsidiaries, affiliates or surety company or companies.

8.4 Prior to commencement of the Contract, each Party shall provide the other Party copies of its policies or certificates of insurance, or other required evidence, setting forth the insurance policies obtained and the extent of coverage of each policy as required on Schedule A.

**9. Contract Bond(s):**

9.1 As a matter of convenience in the formulation of the Proposal and Bid to be submitted by the Joint Venture to the owner the proportionate costs of the Contract Bonds; specifically, but not limited to payment bonds, performance bonds, street use bonds, right of way bonds and other such bonds as may be required of the Joint Venture by the owner, will be provided for and included in the Schedule of Bid prices as provided herein.

9.2 Each Party hereto shall execute the Contract Bonds, but each party shall participate in such Bonds only in accordance with its proportionate interest in the Work as evidenced by the ratio of the Dollar Value of its share of the Work to the entire Dollar Value of the Work covered by this Agreement as contained in Paragraph 4.1, or as otherwise provided in any Attachment hereto or as provided in the Contract with the Owner.

9.3 Each Party shall obtain from its own bonding company and at its own expense its portion of the Contract Bonds amount. Each Party's bonding company shall then participate in the same proportion as a co-surety for the Contract Bonds as the respective Parties proportional share stated above in Paragraph 9.2. Any additional bond charges accruing as a result of change orders will be borne by the party responsible for the work covered by the change order. In the event any Party hereto is unable to produce the Bonds required hereunder, the other Joint Venture party may, but shall not be required to, obtain the required Bonds to be charged to the noncomplying party at a bond rate of 2.5% plus all other expenses related thereto including, but not limited to, revised indemnities.

9.4 At the Managing Party's discretion and direction, any Joint Venture Party performing work for the Joint Venture as a subcontractor will be required to furnish a Performance Bond and a Labor and Material Bond each in the amount of 100% of the subcontract amount. These bonds must be executed by a corporate surety with an A.M. best rating of "A-," or better, licensed in the appropriate jurisdiction where the work is to be performed, and listed in the current U.S. Department of Treasury Circular 570 with an underwriting limitation of \$5 million or consistent with the face amount of the bonds, whichever is greater. The premium for providing these bonds must be included in the subcontract amount.

9.5 All Bonds shall be provided on an AIA bond form or another form acceptable to the Joint Venture. All bond forms shall be accompanied by an appropriate power of attorney from the surety.

9.6 All bonds shall be furnished upon the earlier of the date of execution of the Agreement, the Contract with the Owner or commencement of any work by the Joint Venture on the Projects as the case may be or as required by the Contract.

9.7 The Joint Venture Parties acknowledge that the cost of all bond premiums has been included in the Contract price. Additional premiums for any increase in the contract price or any extension of the Contractor's work shall be included in the price of any change order for the Project or as provided in Paragraph 9.4 herein.

9.8 Notice of change, alteration or modification to the terms and conditions of this Agreement or the Contract with the Owner, shall not require notice to or consent from Surety(s), such notice and consent being hereby waived.

9.9 Any change in the Contract amount shall automatically result in a corresponding change in the penal amount of the Bonds without the consent of the Surety(s) obtained in advance.

9.10 In addition, each party hereto, at the request of the Management Committee, shall execute all applications and indemnity agreements required by the sureties, and/or one of the Joint Venture Parties, on any bond required in connection with the Contract with the Owner as may have been previously agreed to by the Parties. Each party shall indemnify the other against any loss in connection with the Indemnity Agreements required by the sureties on any bond in excess of each party's proportionate share of such loss as contained in Paragraph 4.1.

**10. Bank Account; Working Capital:**

10.1 A bank account shall be opened at MB Financial Bank in the name of the Joint Venture and in which all capital, including capital contributions, all funds advanced for the performance of the Contract as well as all funds received by the Joint Venture from any source (including, but not limited to, payments from the Owner or otherwise received on account of the Contract) shall be deposited. This account shall be subject to the control of the management Committee. Signature requirements, deposits and withdrawals shall be made with respect to the bank account in such manner and in such form as the Managing party determines from time to time. All invoices received by the Joint Venture and approved for payment by the Project Manager and/or the Management Committee as provided herein shall be paid on checks drawn on said bank account and signed by person(s) so authorized by the management committee to draw upon the funds of the Joint Venture.

10.2 The Management committee may cause funds of the Joint Venture to be invested as deemed appropriate by the Management Committee.

10.3 As and for the initial capital to be contributed by each party hereto the Parties hereto shall advance and pay into the Joint Venture bank account the following sums:

FHP	\$12,000
PEC	\$ 8,000 _____

within seven (7) days after execution of the contract with the Owner.

10.4 Any additional working capital requirement(s) in addition to the initial working capital deposit listed in Paragraph 10.3 shall be determined by the management committee appointed in accordance with Paragraph 11 herein and, if required, the additional working capital shall be deposited by the party or Parties in their respective required shares within seven (7) days after notice thereof.

10.5 Failure of any Party to make its appropriate contribution of capital or additional capital shall constitute a default by such party. In the event either Party is unable to, or fails to or neglects to advance or contribute its proportionate share of the working capital required for the purpose of the Joint Venture or in performance of the contract, then the other Party may, but shall not be required to, advance the deficiency or any part thereof. Should the other Party advance such sum, the Party shall be entitled to a proportionately larger share of the profits of the Joint Venture so that any profits shall be divided between the Parties in the proportion in which they advance working capital even though, at a later date, the Party in default shall offer to make good or shall make good its default in advancing working capital. The Party failing to advance its share of working capital however, shall not be relieved of its obligations to share any loss arising from the Joint Venture.

10.6 All working capital advanced pursuant to paragraph 10.5 by the Non-Defaulting Party shall bear interest at a rate of 6% per annum or 2% greater than the prime rate listed at MB Financial Bank whichever is higher, and shall be repaid to the Party advancing the same prior to the distribution of any profits. No part of any working capital advanced to the Joint Venture shall be returned to either Party prior to the completion of the Project except as may otherwise be mutually agreed upon by the Management Committee.

10.7 Except as otherwise provided herein, and at the discretion and direction of the Management Committee, all monies contributed by the Parties to this Joint Venture and all monies received as payments under the Contract or otherwise received shall be treated and regarded as and are declared to be, trust funds for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the owner and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. The reserves shall likewise be treated as trust funds until they have served the purposes for which they were created.

**11. Management Committee:**

11.1 All affairs of the Joint Venture, including without limitation the policies and procedures for the execution of Contract work, the review and supervision of the operation of the

Joint Venture (including Project Schedule and Budget), the amount, manner and timing of the payments, disbursement of funds, need for capital, reserves, and contributions, securing of bonds and insurance, the prosecution, defense or settlement of third party claims or lawsuits by or against the Joint Venture arising out of performance of the Contract, or changes to the Joint Venture Agreement, as well as the determination of all policies connected with the purposes thereof, including but not limited to those involving the scope and performance of the Contract, and of a contractual nature with the Owner, or with third parties (including subcontractors), shall be under the supervision of the Management Committee (the "Management Committee").

11.2 The Management Committee shall consist of two members; one member (and two alternates) duly authorized, selected and appointed by FHP and one member (and an alternate) duly authorized, selected and appointed by PEC. The representatives appointed by each party shall be officers or senior level employees of their respective companies. Except as may be provided to the contrary, the Joint Venture shall be authorized to execute and deliver all legal and financial documents necessary to fulfill the purposes of this Joint Venture.

11.3 Upon the execution of this Agreement, the Management Committee shall consist of the following persons:

FHP: James V. Blair - Committee Member  
Leo J. Wright - Alt. Committee Member  
James B. Habschmidt - Alt. Committee Member

PEC: Vincent Mills - Committee Member  
N/A - Alt. Committee Member

11.4 Each Party shall have one (1) vote with respect to all matters which come before the Management Committee and a quorum shall be comprised of two members - one from each Party. The salaries of each member of the Management Committee shall be borne by the respective Party appointing such member. The FHP representative shall be the Chairman of the Management Committee. All decisions, determinations, approvals, consents or other actions shall be determined by vote of the Management Committee but, in the event of a disagreement, by the Party holding the majority interest in the Joint Venture unless otherwise expressly provided in this Agreement.

11.5 Either Party may at any time and from time to time, change its representative(s) by filing with the other a written notice of a duly executed appointment of a new representative but until the appointment and filing of the notice, the actions of the representative shall be conclusively binding on the respective Party.

11.6 The Management Committee shall meet from time to time as required or deemed appropriate by the Chairman of the Management Committee, to act on necessary matters pertaining to the Project. All meetings shall be held at the offices of the Joint Venture or at the Project jobsite except as otherwise provided herein.

11.7 A meeting may also be conducted by telephone without prior notice in an emergency and/or used when such procedure would be expedient for matters needing prompt attention as determined by a Management Committee member.

**12. Managing Party, Books and Records:**

12.1 The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the charge and control of the Managing Party, subject to the controlling authority of the Management Committee as provided therein.

12.2 The Managing Party of this Joint Venture is hereby designated to be F. H. Paschen, S. N. Nielsen & Associates LLC (FHP). No management fee shall be paid to the Managing Party except for the following: an administration fee of 1% of the revenues shall be charged to the Joint Venture and paid by the Joint Venture to FHP for home office accounting and administrative tasks, home office computer costs for payroll, job reports and the like (hereinafter referred to as the "Administration Fee") and/or as otherwise provided in Paragraph 12.4. This Administration Fee shall be paid on a monthly basis. However, the Administration Fee due hereunder shall be made contingent upon payments being received from the Owner.

12.3 The Managing Party shall have the power to: (a) do or provide for the doing of all those acts or things necessary, or by it deemed necessary or desirable, in and about the performance of the Contract, and in and about the proper conduct of the Joint Venture created hereby; (b) to request the Parties to advance working capital as provided herein; (c) to request any party hereunder to provide the Party's audited Balance Sheet and Income Statement at such intervals as may be necessary, however any such information provided by the Party shall be maintained in strict confidence by the managing Party and the Joint Venture and shall in no event be disclosed to any other third party; (d) to receive all funds accruing to the Joint Venture, to deposit Joint Venture funds into the bank account(s) and to cause the same to be withdrawn with such signatories as the Parties hereto may agree upon; (e) after consultation with and approval by the management Committee, to negotiate and bind the Parties to such supplemental agreements, stipulations or adjustments with the owner concerning the Joint Venture and the Contract; (f) after consultation with and approval by the Management Committee, to negotiate and bind the Joint Venture in relation to any lessening, enlargement, alteration or modification of the nature, scope and extent of the work to be performed under the Contract, and to make or approve such adjustment of the Contract as it may believe desirable; (g) after consultation with and approval by the management committee, to execute and deliver purchase orders, rental agreements, subcontracts, and other agreements; and (h) to execute all Project documents except as otherwise provided herein.

12.4 Separate books of account for the Joint Venture and the performance of the contract, and all matters pertaining thereto, shall be kept and maintained by the Managing Party, FHP, at the main office of the Joint Venture. FHP shall also provide all financial services prescribed by the Management committee along with information technology and human resources support. An additional fee may be charged for the use of these services as determined by the Management Committee. The books of account and the prescribed methods of accounting

for all matters relating to the affairs of the Joint Venture and the performance of the Contract shall be generally accepted accounting principles, and the percent complete method applicable under the circumstances and applied on a consistent basis. The Managing Party may at its discretion apply any risk reserves as a part of the contract's profit/loss projections. Each Party shall have the right at all reasonable times during usual business hours to inspect at the Joint Venture Office the books of account, contracts, vouchers and other data of the Joint Venture.

12.5 In addition, annual certified audits shall be prepared by a public accounting firm selected by the Managing Party, which may be the firm customarily used by FHP. The audits will be distributed to the Parties hereto within one hundred twenty (120) days after December 31. A final certified audit shall be prepared and distributed to both Parties at the completion of the contract. Such accounting firm shall also prepare the income tax returns for the Joint Venture. The Managing Party shall be designated the Tax Matters Partner "TMP" pursuant to IRS Code IRC 6221. Any and all audit related expenses will be allocated to the Joint Venture by the Managing Party.

12.6 The Managing Party shall maintain adequate and complete records and books of account maintained on a calendar-year basis. The Managing Party shall prepare and submit monthly statements, cost reports, summaries and other financial data, in forms and at times specified by the management Committee. Such shall include, but not be limited to, the preparation and submission of monthly consolidated cost reports which shall contain the total Project costs incurred to date, with an itemized breakdown of such costs in comparison with amounts budgeted for same and specifying the percentage-of-completion for same.

12.7 All financial, technical and other records of the Joint Venture shall be kept and preserved as required by law and the Contract with the Owner, and for such longer periods and at such place or places as the Management Committee may designate. To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract pursuant to the provisions of the law or as required by the owner's Contract, they shall be kept at such place or places as the Management Committee may from time to time determine and the cost shall be borne equally by the Parties.

### **13. Project Manager and Key Project Personnel:**

13.1 Project Manager: Subject to Paragraphs 11 and 12, the general supervision and management for the work required by the Contract shall be under the general charge and control of the Project Manager. The Project Manager shall be appointed and may be removed by the Managing Party with the consent of the Management Committee and shall be given such powers, duties and responsibilities as may be required to enable him to properly perform the duties entrusted to him to the end that work may be performed properly and expeditiously. All determinations and actions by the Project Manager in any way connected with the prosecution and completion of the Contract shall be binding upon the Joint Venture and each Party thereto.

13.2 Key Project Personnel: Each Party shall make available to the Joint Venture key project personnel who shall not be withdrawn from the performance of the Contract without reasonable prior notice to the Project Manager and the Management Committee. Each Party will

use its best efforts to replace personnel so withdrawn with personnel having like or greater experience and qualifications as the personnel so withdrawn.

**14. Construction Costs; Subcontractors, Payments:**

14.1 Subject to the provisions of the Contract as fully executed by the Joint Venture with the Owner, the Parties anticipate that the costs and expenses of the Joint Venture, including the costs of construction, shall consist of the costs to the Joint Venture of all salaries, craft wages, fringe benefits, subcontracts, labor, material, plant and equipment purchased or rented, bonds, insurance, taxes on labor and material, imports, charges, legal fees, audit costs, liabilities not secured by insurance and all other expenses and obligations incurred or suffered in and about the performance of the Project of a nature which generally accepted accounting practices would be properly charged as a cost of the performance of the Contract.

14.2 Except as otherwise provided herein, including Paragraphs 12.2 and 12.4, costs and expenses of each Party chargeable to the Joint Venture shall be subject to prior determination, review and approval by the Management Committee.

14.3 Except as otherwise provided in this Agreement or as otherwise approved by the Parties, including without limitation paragraphs 12.2 and 12.4, such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the respective Parties or for the time which may be expended in connection with the work by any of the Parties or their officers or employees including charges for time travel or other expenses in connection with routine visits by any party's officers or home office or division-level executives.

14.4 The Management Committee may determine that the Joint Venture may be best served by the use of employees of a Party assigned to the Project on a temporary basis. These employees may, at the discretion of the Management Committee, remain employees of the Party, as the case may be, and the Joint Venture shall be charged at cost (or as otherwise determined to be reasonable by the Management Committee) for these employees' services, including workmen's compensation costs and/or, at the discretion of the Management Committee, the Joint Venture may employ Project labor personnel on the Joint Venture's payroll. Both Parties shall maintain separate books of account for all such employees which show actual expenses of the employees while performing services for the Joint Venture, the cost rate used to compensate the Party for the services provided by such employees and any other expenses or costs relating to the use of these employees or resources of the parties necessary to the employee's services. Such books and records shall be available for audit at any reasonable time and shall be retained for a period consistent with Paragraph 12.7 contained herein.

14.5 In addition to the foregoing, FHP may, at its sole discretion, and not as mandated herein, provide assistance to (insert the name of the Joint Venture Partner) to fulfill its Joint Venture and Project goals, including but not limited to management and technical assistance, project accounting and project and field management assistance.

14.6 It is further agreed between the Parties hereto that certain items of the Contract work or materials may be subcontracted in compliance with the rules and regulations of the owner and the terms of this Agreement. Any request to subcontract such work shall be submitted in the name of the Joint Venture for approval of the Owner, if necessary.

14.7 Nothing herein shall be construed as prohibiting any of the Parties hereto from acting as subcontractors to the Joint Venture under a subcontract agreement or otherwise.

14.8 Payments received by the Joint Venture for work performed pursuant to the Contract shall be utilized as determined by the Management committee and as provided herein.

14.9 Payment to any subcontractor, including any of the Parties hereto, shall be made only for work actually completed at the job site and/or for materials received and accepted at the job site and upon receipt of the funds payable by the owner. In no event shall any subcontract be made, or any payment be made to a Party hereto, which permits or involves payment in excess of monies actually received from the owner for the work so performed, or materials so supplied, unless payment is required by law or unless the Parties agree otherwise in writing.

14.10 The compensation of any Party hereto shall be as outlined in this Section 14 plus pursuant to their respective shares of Joint Venture assets and profits as determined by the result of reducing total compensation received from the Owner under the Contract by total Joint Venture expenses. Such profits shall be distributed in accordance with Paragraph 15 contained herein (Division and Distribution of Profits or Losses).

14.11 Equipment rented from either of the parties shall be listed and charged as a construction cost at the rates contained in the attached Schedule C and/or at market rates as determined by the Management Committee.

**15. Division and Distribution of Profits and Losses:**

15.1 Upon completion of the Project, or earlier at the Management committee's discretion, Joint Venture equipment and other property shall be disposed of and the values obtained shall be included in the funds to be used to pay obligations and distributed in accordance with provisions of this Paragraph 15.3.

15.2 If both Parties hereto determine at any time that funds on hand are more than reasonably required for the needs of the Joint Venture, distributions of such sums as are mutually agreeable may be made.

15.3 As soon as reasonably practical after the completion of the Contract, the capital contributions of each of the Parties and the assets and profits of the Joint Venture, which have theretofore been retained and not distributed by the Joint Venture, shall be used to pay all outstanding obligations and other indebtedness of the Joint Venture. Sufficient reserves, as determined by the management committee, shall be established for known or reasonably anticipated contingencies not theretofore discharged. Thereafter, any funds remaining in the bank account or accounts of the Joint Venture, or which shall be received by or for the account

of the Joint Venture or which shall become available in any manner for distribution, shall be distributed to each of the Parties hereto in proportion to their respective share in the Joint Venture as determined in accordance with Paragraphs 4, 10.3, 14, and this Section 15 of this Agreement. When funds set aside as reserves are no longer required for such purposes such funds shall be similarly distributed. If necessary, the Management Committee may establish a fund to be used for Project punch list and/or warranties, either regular or extended. Any funds not used at the end of said warranty period shall be distributed to the Parties hereto in the amount of the prorated share.

15.4. In the event that at the conclusion of the Joint Venture and/or the Contract there is only a loss to be shared, the loss shall be shared by the Parties in the same proportion as provided in Paragraphs 4.1 and 15.5 subject, however, to the provisions of Paragraph 16 (Limitation of Liability) and Paragraph 18 (Insolvency).

15.5 If one party has made greater contributions of capital which are to be treated as advances under Paragraph 9 and/or Paragraph 10, then after each party's share of the assets and profits or losses has been determined, such distributions shall be adjusted by:

- a) Decreasing the Defaulting Party's share and increasing the Non-Defaulting Party's share of the Joint Venture's assets and profits by the amount of such contribution plus interest prior to such distribution of assets and profits; or
- b) Increasing the Defaulting Party's share and decreasing the Non-Defaulting party's share of the Joint Venture's losses by the amount of such contributions plus interest prior to final distribution of such losses.

Should the adjustments occasioned by 15.5(a) or 15.5(b) exceed the share of the Defaulting Party, then the Defaulting Party shall, on written demand of the other Party, pay such insufficient amount to the Non-Defaulting Party.

15.6 In the event that, after completion of the Project and distribution of assets and profits or losses as provided in this Section 15, any claim shall be asserted or legal action commenced by the owner or any third party against the Joint Venture or one or more of the Parties hereto in connection with any matter arising under the Contract or associated with the Project, including but not limited to latent defects or personal injury claims, the provisions of this Agreement, including but not limited to Subsection 15.3 and 15.4, shall continue to apply with respect to such claim or action. The foregoing provisions of this Subsection 15.6 shall survive expiration and termination of this Agreement. Each party shall contribute, on call of the Managing Party, their proportionate share of ongoing expenses occurring after distribution. Default shall be treated as under the provisions contained herein relating to a defaulting Party.

15.7 Upon receipt of any Incentive Payment for Interim Completion resulting from the performance of the contract shall be distributed and divided between the Parties in accordance with its proportionate interest in the Joint Venture as provided in Paragraph 4.1.

15.8 Any Liquidated Damages charged for delay or otherwise resulting from the performance of the Contract, will be borne solely by the Party responsible for the liability

assessed. In the event of mutual responsibility, the Liquidated Damages will be the responsibility of each Joint Venture Party in their prorated share as contained in Paragraph 4.1.

15.9 Any other Contract specific payment or penalty shall be distributed and divided between the Parties hereto as established in Paragraph 4.1.

**16. Limitation of Liability:**

16.1 In connection with any matter arising under the Contract, in no event shall any party be liable to the other Party or the Joint Venture for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate on the Management Committee or the Project Manager be liable to any Party or the Joint Venture, except for direct (but not consequential) damages resulting from actual fraudulent, illegal or dishonest conduct and gross negligence.

16.2 In no event shall any party be liable to the other Party of the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages, except as expressly provided herein.

16.3 If the Owner or any third party shall assert any claim or commence any legal action against one or more of the Parties or against the Joint Venture in connection with any matter arising under the Contract or associated with the Project, then each Party shall share all costs thereof (not covered by insurance purchased by the Joint Venture, any party hereto or the Owner) including but not limited to all damages, judgments, fees and expenses in proportion to its respective interest and share in the joint Venture as set forth in Paragraph 4.1, as adjusted by Paragraphs 10 and 15.

16.4 To the extent not covered by insurance for the Project obtained by the Joint Venture, its subcontractors or the Owner, each Party hereby agrees to hold harmless, indemnify, protect and defend the other Party against any and all liability and expenses, including reasonable attorneys' fees, in excess of each party's share of such liability and expense as provided in paragraph 4.1 as adjusted by Paragraphs 10 and 15 hereof and including all claims, suits, actions, damages, judgments or decrees by reason of any acts or forbearance to act on the part of the Project Manager or any employee of either Party or of reason or any person or persons or property being damaged or injured by the Joint Venture or any of its employees, agents, representatives, subcontractors or vendors, whether said liability or expense derives from negligence, gross negligence, contract or otherwise, so that such liability or expense is allocated between the Parties in the proportion provided in Paragraph 4.1 as adjusted by paragraphs 10 and 15.

16.5 If possible, any agreements to indemnify a surety company or surety companies shall be limited to and allocated in accordance with the percentage of total liability assumed by the Parties hereto.

**17. Subcontracting and Assignment:**

17.1 The Parties hereto contemplate that, unless otherwise determined by the Management Committee, all subcontracts and other agreements with respect to the services to be performed under the Contract shall be executed in the name of the Joint Venture.

17.2 Neither this Agreement nor any interest nor obligation of any Party, including any interest in funds belonging to or which may accrue to the Joint Venture, or any interest in any bank account of the Joint Venture, or in any property of any kind employed or used in connection with the Contract, may be assigned, pledged, transferred, borrowed, subcontracted or hypothecated by any Party without the prior written consent of the other Party.

17.3 Each party has entered into this Agreement in reliance upon the unique knowledge, experience and expertise of the other Party in the planning and implementation of construction of the Project, and each party hereby acknowledges that this Agreement creates a fiduciary relationship between the Parties hereto. Accordingly, neither of the Parties shall transfer, assign or otherwise convey its interest in the Joint Venture without the written consent of the other Party and the Parties agree that neither of them shall be required to accept performance under this Agreement from any person other than the other Party, including without limitation, any trustee of any Party appointed under the Bankruptcy Code, 11 U.S.C.S. 101 *et seq.*, any Party as debtor-in-possession under the Bankruptcy Code, and any assignee of any such trustee or debtor-in-possession.

17.4 Each Party hereby grants to the other Party a lien upon its Interest in the Joint Venture as security for the performance of the obligations imposed by this Agreement and all costs, together with interest, chargeable to it. Each party shall have the right to bring any action or proceeding to enforce the performance of such obligations and the collection of such indebtedness on behalf of the Joint Venture with or without foreclosure of such liens.

**18. Insolvency:**

18.1 The inability of a party to meet its obligations under the Contract or this Agreement, the filing of a voluntary petition of bankruptcy, adjudication as bankrupt or insolvent, appointing of a receiver for all or substantially all of the assets, assignments for benefit of creditors, or any other proceeding for relief under the bankruptcy laws of the United States shall be deemed a default by the Party committing such act.

18.2 If the default is not cured or other arrangements made satisfactory to the Non-Defaulting Party within ten (10) days of written notice of default given to the Defaulting Party by the Non-Defaulting Party, the interest of the Defaulting Party (the "Defaulting Party") in this Joint Venture shall terminate and be limited to the rights in and under this Joint Venture specifically set forth in this Agreement which accrued up to such termination. However, the business of this Joint Venture may continue to be conducted under the same name by the Non-Defaulting Party who shall carry on and perform the remainder of the work to be completed under the Contract (with a new Joint Venture Party if the Non-Defaulting Party so chooses). The Defaulting party shall have no interest in any profits resulting from the performance of the work

under the Contract after the date of default. The Joint Venture and the Non-Defaulting Party shall have title to and the right to possession of all the remaining assets of the Joint Venture and shall also have the right to maintain possession of any equipment or property of the Defaulting Party until completion. To secure this right each Party hereby grants to the Joint Venture a security interest in all property of such party used in the performance of the work contemplated by the Contract and this Agreement.

18.3 The Defaulting Party shall remain liable for its share of any losses sustained by the Joint Venture with respect to the performance of the Contract or the Joint Venture as a whole, as determined pursuant to the terms and conditions of this Agreement. However the Defaulting Party shall be entitled to receive that proportion of any profits of the Joint Venture, to which it would otherwise be entitled as the actual monetary value of the work completed at the time of default bears to the total actual monetary value of all work as determined at completion of the Contract; 50% shall then be deducted from the said amount payable to the Defaulting Party, such 50% to be withheld as management fee for the Non-Defaulting Party. The Defaulting party shall not in any event be entitled to payment of any profits or to withdraw any capital contributions until the work under the Contract is completed and finally accepted by the owner, and any such payments or withdrawals shall be subject to the reserve requirements referred to herein and in Paragraph 15.

18.4 If such default or insolvency, bankruptcy or other similar proceedings should cause damage or additional costs to the Non-Defaulting party, then such damages or additional costs shall be charged against the interest of the Defaulting Party and against any amounts to which the Defaulting Party would otherwise be entitled pursuant to the provisions of this Agreement.

**19. Limits of Joint Venture; Credit of Other Party:**

19.1 The relationship between the parties shall be limited to the performance of the Contract in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purposes of carrying out the contract. Nothing herein shall be construed to permit either Party to bid for or to undertake any other contracts for the other Party, or in any manner to limit either of the Parties in the conduct of their respective businesses or activities in the making of other contracts or the performance of other work, or impose any liability except that of performance of the terms, provisions and conditions of this Agreement.

19.2 Without the prior written consent of the other Party hereto, neither Party may unilaterally:

- a) Borrow money in the name of the Joint Venture;
- b) Except as expressly provided herein, compromise or release any claim belonging to or debt due the Joint Venture (except upon full payment), or litigate or mediate, or consent to the mediation of any claim, dispute or controversy against or involving the Joint Venture or the Contract or the Project;
- c) Except as expressly provided herein, execute or deliver on behalf of the Joint Venture any indemnity or surety bond or guarantee, or in any manner cause the Joint Venture to become a surety, guarantor or accommodation party on any obligation whatsoever;

- d) Except as expressly provided herein, agree to any substantial modification of the Contract the Contract Work;
- e) Admit any additional person, firm or corporation to the Joint Venture;
- f) Except as expressly provided herein, commit the other Party or the Joint Venture to any liability; and
- g) None of the terms, covenants, obligations or rights contained in this Agreement is or shall be deemed to be for the benefit of any person or entity other than the named parties hereto and the Joint Venture, and no such third person shall under any circumstances have any right to compel any actions by the Joint Venture, its Managing Party, its Management Committee or its Parties.

**20. Claims Against a Party:**

20.1 The Parties agree to meet and negotiate in good faith toward the voluntary resolution of any disputes between them arising during construction and toward the adjustment and settlement of all accounts and incurred obligations to their mutual satisfaction upon completion of performance of the contract.

20.2 The Parties also agree that if the Contract contains a liquidated damages provision and that provision is invoked due to a delay or other problem caused by one Party hereto, to the extent the Party caused such delay or problem, such Party shall be responsible for any liquidated damages so assessed as contained in Paragraph 15.7.

**21. Dispute Resolution:**

21.1 Other than as otherwise provided herein, the following dispute resolution process shall be the sole, exclusive process for the resolution of disputes between the Parties hereto with respect to this Joint Venture, the interpretation of this Joint Venture Agreement, the Contract or the Project.

21.2 If any dispute or disagreement shall arise among the Parties relating to this Agreement, or the breach thereof, or the Work to be performed, which cannot be resolved by the Management Committee, the issues shall then be presented for resolution by any party to the current President or Chief Executive Officer of each Party. In the event these Party officers are unable to resolve such disagreement or dispute after meeting on at least two separate occasions within sixty (60) days following its presentation to them, or specifically agree in writing to a longer period of time for their deliberation, any Party may then request the management Committee to send the dispute or disagreement to mediation.

21.3 If the Management Committee has not referred the dispute or disagreement to mediation within ninety (90) days after such request for same has been made, and the matter is otherwise not resolved, then and only then may any Party initiate legal action. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

21.4 No mediation arising out of or relating to the Agreement shall include, by consolidation, joined or in any other manner a person not a party to this Agreement without the written consent of the Parties and any other person sought to be joined. Any consent to mediation involving an additional person or persons shall not constitute consent to mediation of any dispute not described therein.

21.5 The award rendered by the Mediator is not binding; however, the attorneys fees and costs of the mediation shall be borne in full for both Parties by the non-prevailing party as determined by the decision of the Mediator.

**22. Events of Default; Remedies; Continuing Obligations:**

21.1 In addition to other terms contained herein, each of the following shall be deemed to be an event of default, "Event of Default" or "Event", under the terms of this Agreement:

- a) The failure to provide any loan advance or working capital required by the Joint Venture pursuant to and as determined in accordance with this Agreement;
- b) The failure or inability to provide any bond, letter of credit, certificate or other document as required by Owner and agreed upon by the Parties (including the failure to continue, renew, extend or replace any such item) in effect throughout the duration of the contract, or until otherwise excused, released or extinguished by Owner, and as applicable, the Non-Defaulting party;
- c) The failure to comply with work schedules/progress schedules as established by Owner or, as applicable, by the Joint Venture;
- d) The failure to commence or diligently prosecute work, to provide adequate personnel (including supervision), equipment, materials and supplies as required by the Joint Venture, the Contract or in compliance with same;
- e) The failure to attend Project conferences or meeting with the Owner (as required by it) and/or the management committee or Party, their respective subcontractors, suppliers, consultants, advisors or other associates as the case may be;
- f) The receipt by the Joint Venture of any notice or demand from Owner wherein Owner advises that work items of the Defaulting Party (or the Party who is identified as having the responsibility for such work items) are incomplete, deficient, unacceptable, rejected, damaged or unapproved and have not been repaired, cured, replaced or otherwise remedied to an acceptable level within any applicable cure period required by owner, or as applicable, a commercially reasonable period of time determined in accordance with the custom and practice of the construction industry;
- g) The Defaulting party's failure to comply with written or oral directives of Owner resident engineers, field supervisors or other personnel having supervisory authority over such activities with respect to the Project.
- h) The Defaulting Party's failure to pay any of its subcontractors, suppliers, material men, or other providers in accordance with the terms and provisions of any subcontract entered into between the Defaulting party (whether alone, under its "prime subcontract", or on behalf of the Joint Venture) within the terms and provisions of such subcontract, or other agreement applicable to the provision of such labor, material or other work;

- i) The filing of a claim for lien or bond claim (or the commencement of a judicial or other proceeding to enforce such claim) by any subcontractor, supplier, material men of the Defaulting Party identified herein, including without limitation any claim made pursuant to the Illinois Mechanic's Lien Act, and/or any claim or demand against any bond furnished by the Joint Venture or Party in connection with the Project;
- j) The admission by such Defaulting party that it is insolvent, unable to pay its obligations as they mature, unable to perform the work required of it in connection with the Project or otherwise admits and acknowledges that it is unable to cure any Event of Default previously identified herein within a time deemed to be commercially reasonable in the construction industry and, in particular, as applied to the performance required under the Contract for the Project;
- k) The commencement of a proceeding in the nature of bankruptcy or reorganization (or the assignment for the benefit of creditors), whether voluntary or involuntary, which is not discharged within ten (10) days after the commencement of such proceeding; or
- l) The breach of a material provision of this Agreement or of the Contract with the Owner.

22.2 Upon the occurrence of any of the preceding Events of Default and which Event or Events as applicable, are not cured within any period of time stated herein or with ten (10) days after notice and demand for performance by Owner or any Non-Defaulting Party, then the remaining Party shall have the following rights and powers which may be exercised immediately by them to the exclusion of the Defaulting Party, subject only to written notice of such exercise being served upon the Defaulting Party:

- a) The rights to perform such acts, grant consents, make and implement decisions of every kind and nature with respect to the Project, the contract, all subcontracts of the Joint Venture;
- b) The right to control the receipt, and the disbursement of all funds due or received in connection with or relating to the Project, including funds that may be due to subcontractors, material men, suppliers or other providers of goods and services to the Defaulting Party in connection with the Project;
- c) To prosecute, defend, make, compromise, arbitrate, settle, adjust and otherwise resolve any claims, demands, suits, proceedings or other matters arising out of, or as a result of such Event by the Defaulting party, even though the Joint Venture interest of such Defaulting party may be charged with the financial or other consequence thereof; or
- d) To retain all funds due or which may become due to the Defaulting Party until the final accounting, winding up and distribution of any known funds of the Joint Venture in accordance with the terms of this Agreement, applicable statutory and decision and the law, notwithstanding that the Defaulting Party (or any person succeeding to its rights) might otherwise, but for such Event or Events, be able to request or require any payment due hereunder.

22.3 In addition to any other term contained herein, any Defaulting party hereunder shall indemnify and hold harmless the Non-Defaulting Party and/or the Joint Venture for any loss, claims or liabilities which the Non-Defaulting Party and or the Joint Venture may incur arising out of any breach of this Joint Venture Agreement or the Contract by the Defaulting Party. The

Defaulting Party further agrees to pay all legal expenses and costs required of or by the Non-Defaulting Party and/or the Joint Venture to protect their interests or defend any action arising out of the Defaulting Party's breach including court costs and disbursements.

22.4 Notwithstanding the foregoing, the Defaulting party shall remain liable for its entire share of any losses, but shall be entitled to receive only the proportion of the profits, if any, to which it would otherwise be entitled as the dollar value of the work completed at the time of the happening of any of the above described Events bears to the dollar value of the complete Contract, such profits to be paid at the time and in the manner provided in this Agreement, if any. If such Event, bankruptcy, or other proceeding of default of the type above described herein cause damage or cost to the other Party, such damage or cost shall be charged against the interest of the Defaulting Party. Further, any notice of default which is contested in good faith by the Party receiving such notice shall not result in such receiving Party being deemed to be in default until such dispute is resolved as otherwise provided herein.

22.5 The remedies provided herein shall be in addition to and shall not limit any remedies the Non-Defaulting Party may have pursuant to terms of this Agreement, or at law or in equity or otherwise.

**23. Termination of Agreement:**

23.1 If the Parties hereto do not submit the Proposal or the Bid, or if a Contract is not awarded to the Joint Venture, or if the Contract undertaken, completed and accepted with all obligations there under satisfied and all assets having been liquidated and/or distributed as provided in this Agreement, or at the option of all the Parties, this Joint Venture Agreement shall terminate.

23.2 The Agreement, and the Joint Venture hereby created, shall remain in effect only for such period of time as necessary to carry out the Joint Venture's work to be performed for the Project, to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise to carry out the terms and provision of this Agreement; provided, however, that if the Owner should (a) in the judgment of the Management committee, unduly delay the Contract award, or (b) terminate the Contract, or (c) award the Contract to another bidder; or (d) if any Party cannot obtain its share of the performance bond or other financial obligation required by the Owner, then in any of such events, this Agreement and the Joint Venture hereby created shall continue in effect only for such period of time as may be necessary for the Joint Venture to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise carry out terms and provisions of this Agreement. In the event that subsection (d) applies, the remaining party may proceed to such award of the Contract to itself without further obligation to the other Party and as provided herein.

**24. Entire Agreement/Amendment:**

This Agreement contains and constitutes the entire agreement between the Parties hereto and cancels and supersedes any and all previous understandings or agreements related to or referring to the Joint Venture, the Contract and/or the Project, whether written or oral. Any and all changes, amendments or modifications to this Agreement must be unanimously agreed to in writing by all the Parties hereto, FHP and PEC, by each Party's respective duly authorized officer.

**25. Publicity:**

No Party of the Joint Venture will release any public information or publicity related to the Project or the Joint Venture's services without the express consent and prior review of the Management Committee, and each Party shall exercise its best efforts to communicate and enforce such restriction with respect to any subcontractor or special consultant retained for any purpose hereunder. All public information or publicity relating to the Project during the life of the Project shall reflect the name of the Joint Venture.

**26. Notices:**

Any notice, demand or other communication required in connection with the business of the Joint Venture shall be in writing and shall be deemed to have been given if delivered personally or upon deposit in the United States mail, postage prepaid addressed to the person to receive such notice at the following address:

If to FHP:                    F. H. Paschen, S. N. Nielsen & Associates LLC  
5515 N. East River Road  
Chicago, IL 60656  
Attn: James V. Blair & Leo I. Wright \_\_\_\_\_

If to PEC:                    Pagoda Electric & Construction, Inc.  
1728 Cornell Road  
Flossmoor, IL 60422  
Attn: Vincent Mills

**27. Non-Assignment:**

Except as expressly permitted herein, no party shall sell, assign, transfer, mortgage or otherwise encumber any part or all or its Joint Venture interest or this Agreement without the written consent of the other Party, or suffer any third Party to sell, assign transfer, mortgage, charge or otherwise encumber, or contract to or permit any of the foregoing whether voluntarily or by operation of law (collectively referred to herein from time to time as a "transfer"), and any attempt to do shall be void. The giving of such consent in any one or more instances shall not

limit or waive the need for such consent in any other or subsequent instances, nor shall it relieve any Party of its obligations hereunder.

**28. Successors/Governing Law/Venue Selection:**

This Agreement shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns of the Parties and shall be governed and interpreted according to the laws of the State of Illinois. The parties hereby further agree that any action commenced to resolve any dispute hereunder shall be brought in Cook County, Illinois; either in the Circuit Court of Cook County, Illinois or in the United States District Court for the Northern District of Illinois.

**29. Tax Status, Allocation and Reports:**

Notwithstanding any provisions hereof to the contrary, solely for United States Federal Income Tax purposes, each of the parties hereby recognizes that the Joint Venture will be organized and taxed as a partnership for state and federal income tax purposes, which status shall not expand the obligations or liabilities of the Parties. The Management Committee shall cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Joint Venture with any taxing authority, and shall submit such returns and statements to each of the Parties in accordance with Internal Revenue Service and or State Departments of Revenue requirements for their approval prior to filing, and upon approval thereof by all of the Parties, make timely filings thereof all as expressly provided herein.

**30. Ownership and Use of Documents:**

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. No Party shall use these documents for other Projects without the prior written consent of the other Party.

**31. Execution of Additional Documents:**

The Parties hereto agree to execute and deliver any and all additional documents and instruments and do all acts which may be reasonably necessary to carry out and effectuate the purposes of this Agreement.

**32. Unenforceability:**

The determination that any term or provision contained in this Agreement is void or unenforceable shall affect that term or provision only and the remainder of this Agreement shall remain in full force and effect.

**33. Limitation of Rights of Others:**

Nothing contained in this Agreement, whether express or implied, shall be construed to give the owner or any other entity or person other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement.

**34. Confidentiality:**

Each party hereto shall consider all Joint Venture information, or information provided by the other Party as confidential, unless such information is already in existence as common or public knowledge, and in no event disclose such non-public information to any third party.

**35. Waiver:**

Neither the failure of any Party to exercise any power given to such party under this Agreement or to insist upon strict compliance by the other Party with such other Party's obligations under this Agreement, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact, full and complete compliance by the other Party with the terms and provisions of this Agreement.

**36. Captions:**

The captions and headings used herein are for convenience and reference only and shall not limit or expand or be used to interpret the provisions thereof. In addition, whenever the singular, plural, masculine, feminine or neuter is used in this Agreement it shall not be used to limit reference to the opposite.

**37. Counterparts:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

[Signature Page Follows]

**IN WITNESS THEREOF**, the parties to this Agreement do hereby execute this Agreement as of the day and year specified above.

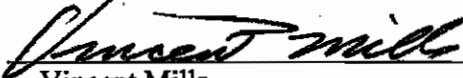
**F. H. PASCHEN, S. N. NIELSEN & ASSOCIATES LLC**

By:   
James V. Blair

Its: Authorized Agent & President

Attest 

**Pagoda Electric & Construction, Inc.**

By:   
Vincent Mills

Its: President

Attest 

**SCHEDULE A**

**INSURANCE REQUIREMENTS  
F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC ("FHP")  
AND  
PAGODA ELECTRIC & CONSTRUCTION, INC. ("PEC")**

- 1. Provisions Applicable to All Insurance.**
  - a. **The Parties must ensure that all insurance required by this Agreement and/or the Contract is in full force and effect prior to commencement of any work under the Contract;**
  - b. **The Parties must ensure that any and all of their subcontractors or material suppliers, if any, meet the insurance requirements found under Schedule D.**
  - c. **All Workers' Compensation policies must also include a Waiver of Kotecki endorsement specifically insuring the Party's obligations pursuant to a waiver of its Kotecki rights.**
  
- 2. Insurance Requirements for FHP and PEC:**
  - A) Workers' Compensation and Employer's Liability Insurance**
    - **The Joint venture will be added as a named insured to FHP's Workers Compensation policy.**
    - **FHP payroll will be insured under FHP's Workers Compensation policy  
PEC payroll will be insured under PEC's Workers Compensation policy**
    - **FHP and PEC will procure Workers' Compensation Insurance affording benefits for all employees as required by law and the contract requirements of Cook County as set forth in the RFP and Employers' Liability Insurance covering all employees who work on a Project, with limits of not less than \$1,000,000.00. The insurance carrier shall provide a waiver of subrogation for FHP, PEC, the Joint Venture and Cook County, and others as required in the contract documents of Cook County**
  
  - B) Commercial General Liability Insurance**
    - **The Joint venture will be added as a named insured to FHP's General Liability policy for 10 years after the final completion of the project.**
    - **Coverage will be provided under FHP's and/or PEC's general liability policies for their designated work on the project.**
    - **FHP and PEC will procure Commercial General Liability Insurance with a combined single limit of liability of not less than \$5,000,000.00 per occurrence and \$10,000,000.00 in the aggregate. Such insurance shall include a designated construction project general aggregate limit endorsement. Such insurance shall**

provide coverage for bodily injury, personal injury, property damage, premises and operations, explosion, collapse and underground hazards, products and completed operations, contractual liability, independent contractors, broad form property damage (including products and completed operations ), for a minimum of two (2) years following project completion, separation of insureds, defense, and contractual liability (with NO limitation endorsement) Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

**C) Automobile Liability Insurance**

- The Joint venture will be added as a named insured to FHP's Automobile Liability policy.
- FHP will provide coverage for FHP vehicles under their automobile policy
- PEC will provide coverage for PEC vehicles under their automobile policy
- When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, FHP and PEC shall provide automobile liability insurance with limits of not less \$2,000,000.00 per occurrence, for bodily injury, and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

**D) Contractors Pollution Liability Insurance**

- The Joint venture will be added as a named insured to FHP's Pollution Liability policy.
- PEC will provide coverage for its operations.
- FHP will provide coverage for its operations.
- When any work is performed which may cause a pollution exposure, Contractors Pollution Liability Insurance shall be provided in an amount not less than \$5,000,000.00 "Combined Single Limit per occurrence/aggregate for bodily injury, property damage and remediation. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede,, start of work on the Contract. A claims -made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.

**E) All Risk Property Risk Insurance**

- FHP shall provide All Risk Property Insurance for this project. The insurance shall provide for a deductible on a per loss basis. It shall be the responsibility of the covered party to bear the expense of this deductible as it relates to its work. If loss involves more than one insured, then the deductible shall be pro-rated among the claimants based upon the percentage their loss bears to the entire loss. All payments for Builders Risk loss shall be subject to the terms and conditions of

the policy. The All Risk Property Insurance shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and any other similar items commonly referred to as construction equipment, which may be on the Project site and the capital value of which is not included in the Work.

**F) Umbrella Liability Insurance**

- Coverage will be provided under FHP's and/or PEC's umbrella and excess liability policies for their designated work on the project.
- FHP and PEC will procure insurance to meet the following requirements: This coverage is to follow the form of all primary coverage requirements as outlined above, and shall be provided in an amount not less than \$25,000,000, each occurrence and annual aggregate on a per project basis excess of the underlying policy limits. The Umbrella/Excess insurance shall be endorsed to include as additional insured F.H. Paschen, S.N. Nielsen & Associates LLC and its related entities, Autumn Construction Services, Inc., and Cook County.

**G) Railroad Protective Liability**

When any work is to be done adjacent to or on railroad transit property, FHP and PEC shall procure Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000.00 of per occurrence and \$6,000,000.00 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

**H) Professional Liability**

When any architects, engineers or consulting firms perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions shall be procured by FHP and PEC with limits of not less than \$5,000,000.00. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**I) Builders Risk/Installation**

When construction work includes improvements, betterments, and/or repairs, FHP and PEC will provide "All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages to include but not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County to be named as an additional insured and loss payee.

J) **Valuable Papers**

Valuable Papers Insurance shall be procured by FHP and PEC in amount to insure against any loss whatsoever of plans, designs, drawings, specifications and documents produced or used under the Contract. The limits of insurance must be sufficient to pay for the recreation and reconstruction of all such records.

K) **Marine Protective & Indemnity**

When the work involves any marine operation in connection with the Contract FHP and PEC shall provide Marine Protection & Indemnity coverage with limits of not less than \$2,000,000.00. Coverage to include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures and collision. Cook County to be named as an additional insured

L) **Asbestos Abatement Liability**

Asbestos Abatement Liability Insurance with limits not less than \$2,000,000.00 per occurrence insuring bodily injury, property damage and environmental cleanup shall be procured by FHP and PEC as necessary.

## **SCHEDULE B**

### **SCOPE OF WORK FOR JOINT VENTURE AND EACH JOINT VENTURE PARTNER**

- **FHP will provide the project management who will**
  - **Develop the scope of work**
  - **Solicit subcontractors**
  - **Prepare progen proposals**
  - **Develop task order schedules**
  - **Prepare subcontracts and project budgets**
  - **Maintain project controls**
  - **Process owner billings and subcontractor invoices**
  - **Supervise construction**
  - **Project close out and final acceptance**
  
- **PEC will assist in the management of the project and provide Electrical Contracting Services**
  - **Assist with the development and preparation of proposals**
  - **Develop scope of work for Electrical work**
  - **Prepare detailed breakdown for Electrical work to be incorporated into the progen proposal**
  - **Provide management and supervision for Electric work performed by PEC and its subcontractors**
  
- **Project General Conditions and Overhead**
  - **FHP will charge the Joint Venture 12% of the value of each task order for the management and supervision of the project.**

**SCHEDULE C**

**LIST OF EQUIPMENT**

**Equipment will be provided on a task order basis. FHP and PEC will be responsible to obtain all necessary equipment for the completion of the work assigned.**

PROPOSAL EXECUTION BY A LIMITED LIABILITY CORPORATION

N/A

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 Procurement Director 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \* CORPORATE FILE NUMBER: \_\_\_\_\_

MANAGING MEMBER: \_\_\_\_\_ MANAGING MEMBER: \_\_\_\_\_

\*\*SIGNATURE OF MANAGER: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

X \_\_\_\_\_

Notary Public Signature

\_\_\_\_\_

Notary Seal

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

\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

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**PROPOSAL EXECUTION BY A CORPORATION**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this Proposal 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 Contract; and that all of the facts and information provided by the Undersigned are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer 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: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

FEIN: \_\_\_\_\_ \*IL CORPORATE FILE NUMBER: \_\_\_\_\_

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: \_\_\_\_\_ VICE PRESIDENT: \_\_\_\_\_

SECRETARY: \_\_\_\_\_ TREASURER: \_\_\_\_\_

\*\*SIGNATURE OF PRESIDENT: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (CORPORATE SECRETARY)

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires: \_\_\_\_\_

X \_\_\_\_\_  
Notary Public Signature

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

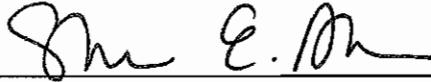
\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

\*\* 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.

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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:



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

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF March, 2013

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER  
12-28-340 EC6

**OR**

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

TOTAL AMOUNT OF CONTRACT: \$ 2,000,000.00 / year  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:



\_\_\_\_\_  
ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

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**BID DEPOSIT FORM**

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

TO: County of Cook

BID FOR: Electrical Construction County-Wide Job Order Contract, Cook County

BID DOCUMENT NUMBER: 12-28-340 BID OPENING DATE: 1/9/13

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

( ) Cashier's Check ( ) Bank Draft (X) Other Bid Bond

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

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

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

Submitted by: Paschen Pagoda Joint Venture

BIDDER'S NAME

5515 N. East River Road

STREET ADDRESS

Chicago IL 60656  
CITY STATE ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

- 1. ( ) HELD: \_\_\_\_\_ DATE: \_\_\_\_\_
- 2. ( ) MAILED: \_\_\_\_\_ DATE: \_\_\_\_\_
- 3. ( ) DELIVERED TO: \_\_\_\_\_ DATE: \_\_\_\_\_
- 4. ( ) BOND SUBSTITUTED: \_\_\_\_\_ DATE: \_\_\_\_\_
- 5. ( ) BOND MAILED TO: \_\_\_\_\_ DATE: \_\_\_\_\_

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# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Paschen Pagoda Joint Venture  
5515 N. East River Road  
Chicago, Illinois 60656

**SURETY:**

(Name, legal status and principal place of business)

Continental Casualty Company  
333 S. Wabash Avenue, 41st Floor  
Chicago, IL 60604

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

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

**OWNER:**

(Name, legal status and address)

County of Cook  
69 W. Washington; Suite 2830  
Chicago, Illinois 60602

**BOND AMOUNT:** Twenty Five Thousand & no/100—(\$25,000.00) Dollars

**PROJECT:**

(Name, location or address, and Project number, if any)

County-Wide Job Order Contracts; Electrical Construction  
Solicitation Number: 12-28-340-EC

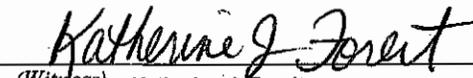
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

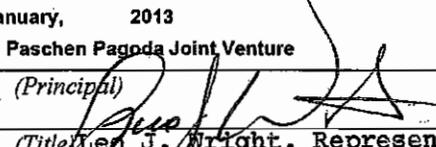
Signed and sealed this 9th day of January, 2013

  
(Witness)

  
(Witness) Katherine J. Foreit

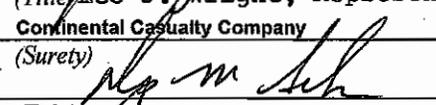
Paschen Pagoda Joint Venture

(Principal)

  
(Title) Leo J. Wright, Representative

Continental Casualty Company

(Surety)

  
(Title) Douglas M. Schmude, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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STATE OF ILLINOIS  
COUNTY OF COOK

I, Beatriz Polito, a Notary Public in and for said County, do hereby  
certify that Douglas M. Schmude as Attorney-in-Fact, of the

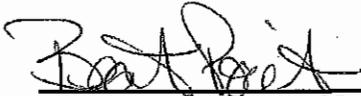
Continental Casualty Company	An Illinois Corporation
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who is personally known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person, and acknowledged that they  
signed, sealed, and delivered said instrument for and on behalf of

Continental Casualty Company	An Illinois Corporation
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for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,  
this 9 day of January, 2013



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



#### 4.3 Pre-Proposal Conference

The County will hold a Pre Proposal conference on the date, time and location indicated below. Representatives of the County will be present to answer any questions regarding the goods or services requested or proposal procedures. Prospective Proposers will respond to the contact person listed on the front cover of the RFP at least one day prior to the Pre-Proposal Conference to confirm participation. A maximum of two (2) representatives from each firm may attend. Attendees are encouraged to bring a copy of the RFP to the Pre-Proposal conference.

Date: Friday, March 8, 2013  
Time: 10:00 a.m.  
Location: Lower Level Pedway Conference Room, 69 West Washington, Chicago, IL 60602

#### 4.4 Special Access to the Pre-Proposal Conference

If special accommodations are required for Proposer to attend the Pre-Proposal Conference or the proposal opening, contact the contact person listed on the front cover of this RFP via email or by phone no later than three (3) days before the event.

#### 4.5 Clarifications

Questions regarding this RFP will be submitted in writing to the contact person listed on the cover page of this RFP no later than Tuesday, March 12, 2013.

#### 4.6 Delivery of Proposal Package

The Proposal and the Pricing Proposal will be either delivered by hand or sent to the County, Office of the Chief Procurement Officer through U.S. Mail or other available courier services to the address shown on the cover sheet of this RFP. Include the RFP number on any package delivered or sent to the County Office of the Purchasing and on any correspondence related to this RFP or the Proposal. The Proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. The County assumes no responsibility for any Proposal not so received, regardless of whether the delay is caused by the U.S. Postal Service, any other carrier, or some other act or circumstance. Proposals received after the time specified will not be considered. All Proposals received after the specified time will be returned unopened.

If using an express delivery service, the package must be delivered to the designated building and office and not to the County Central Receiving facilities.

#### 4.7 Uniformity

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFP. All information submitted must be noted in the same sequence as its appearance in this RFP. The County reserves the right to waive minor variances or irregularities.

#### 4.8 Proposal Material

The Proposal material submitted in response to the RFP becomes the property of Cook County upon delivery to the Office of the Chief Procurement Officer and will be part of any contract formal document for the goods or services which are the subject of this RFP.

**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

**Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Katherine J Foreit, John K Johnson, Beatriz Polito, Amy B Wickett, Douglas M Schmude, Individually**

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 7th day of November, 2012.

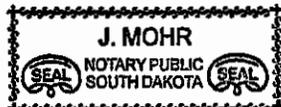


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of November, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J. Mohr Notary Public

**CERTIFICATE**

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 9 day of January, 2013.



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



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COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE AFFIDAVIT OF JOINT VENTURE (MBE/WBE) N/A

CONTRACT TITLE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

I. **Name of Joint Venture:**

\_\_\_\_\_

**Address of Joint Venture:**

\_\_\_\_\_ City: \_\_\_\_\_

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Contact Information:**

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

Fax Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

II. **Identify each (Non) MBE/WBE Joint Venture Partner(s):**

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

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

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

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

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III. Identify each MBE Joint Venture Partner(s)

N/A

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

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

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

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

Identify each WBE Joint Venture Partner(s)

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

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

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

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

County: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Phone Number: ( \_\_\_\_\_ ) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ @ \_\_\_\_\_

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IV. Describe the role(s) of each MBE and/or WBE Joint Venture Partner(s) in this Joint Venture: (condense)

N/A

MBE/WBE Firm Name:

Role in Joint Venture:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Attach a copy of the Joint Venture Agreement:

The Joint Venture Agreement should detail share of ownership, control, management, risk and profit for each partner, and at a minimum contain specific details as following:

- (1) The contributions of capital and equipment;
- (2) Work items to be performed by the MBE/WBE's own forces;
- (3) Work items to be performed under the supervision of the MBE/WBE Joint Venture Partners;
- (4) The commitment of management, supervisory and operative personnel employed by the MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture

(a). What are the Name(s), Percentages(s) of ownership and capital contribution for each (NON) MBE/WBE Joint Venture Partner?

Name of (NON) MBE/WBE: \_\_\_\_\_

(NON) MBE/WBE Ownership Percentage: \_\_\_\_\_ %

Capital Contribution: \_\_\_\_\_

Name of (NON) MBE/WBE: \_\_\_\_\_

(NON) MBE/WBE Ownership Percentage: \_\_\_\_\_ %

Total (NON) MBE/WBE Ownership Percentage: \_\_\_\_\_ %

(b). What are the Name(s) and Percentages(s) of ownership for each MBE Joint Venture Partner?

Name of MBE: \_\_\_\_\_

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N/A

MBE Ownership Percentage: \_\_\_\_\_ %

Name of MBE: \_\_\_\_\_

MBE Ownership Percentage: \_\_\_\_\_ %

Total MBE Ownership Percentage: \_\_\_\_\_ %

(c). What are the Name(s) and Percentages(s) of ownership for each WBE Joint Venture Partner?

Name of WBE: \_\_\_\_\_

WBE Ownership Percentage: \_\_\_\_\_ %

Name of WBE: \_\_\_\_\_

WBE Ownership Percentage: \_\_\_\_\_ %

Total WBE Ownership Percentage: \_\_\_\_\_ %

(d). Total Percentage of MBE/WBE Ownership in the Joint Venture: \_\_\_\_\_ %

VII. Capital Contributions – Dollar amounts of Initial Contributions to be detailed as follows:

(a) Names of (NON) MBE/WBE Joint Venture Partner(s) and Dollar Amounts of Initial Contribution:

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Total Dollar Amount of Initial Contributions by (NON) MBE/WBE Joint Venture Partner(s)  
\$ \_\_\_\_\_

(b) Names of MBE/WBE Joint Venture Partner(s) and Dollar Amounts of Initial Contribution:

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

Total Dollar Amount of Initial Contribution by MBE/WBE Joint Venture Partner(s)  
\$ \_\_\_\_\_

On-Going Capital Contributions during the course of this Contract must be made by each Joint Venture Partner and be based on their percentage of ownership in this Joint Venture.

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VIII. Contributions of Equipment and Supplies (Identify the types of Equipment and/or Supplies to be provided by each Joint Venture Partner:

Name of (Non) MBE/WBE Firm: \_\_\_\_\_

Types of Equipment/Supplies: \_\_\_\_\_

\_\_\_\_\_

Name of (Non) MBE/WBE Firm: \_\_\_\_\_

Type of Equipment/Supplies: \_\_\_\_\_

\_\_\_\_\_

Name of MBE/WBE Firm: \_\_\_\_\_

Type of Equipment/Supplies: \_\_\_\_\_

\_\_\_\_\_

Name of MBE/WBE Firm: \_\_\_\_\_

Type of Equipment/Supplies: \_\_\_\_\_

\_\_\_\_\_

IX. Written Agreements: (put at the end of this affidavit before you swear)

Please attach to this Joint Venture Affidavit ALL written agreements between any and all of the Joint Venture Partners concerning this Contract.

All Joint Venture Partners signing onto this agreement do so with the understanding that any written agreements between any and all of the Joint Venture Partners must not limit or in any way restrict the Ownership and/or Control of any MBE/WBE Joint Venture Partner.

All Joint Venture Partners signing onto this agreement do also understand and agree that that should the language of any written agreements between any and all of the Joint Venture Partners concerning this Contract be in conflict with this affidavit, that this COUNTY OF COOK AFFIDAVIT OF JOINT VENTURE (MBE/WBE) will be the Prevailing Document.

X. Control of and Participation in the Joint Venture:

Identify by name and firm those individuals who are, or will be, responsible for and have the Authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signing requirements)

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(a) Authority to enter into contracts on behalf of the Joint Venture:

Firm Name:

Individual Name/Title

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

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

(b) Joint Venture check signing:

Firm Name:

Individual Name/Title

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

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

(c) Signing, co-signing or collateralizing loans and/or acquisition of Lines of Credit:

Firm Name:

Individual Name/Title

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

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

(d) Acquisition and indemnification of payment and performance bonds and all insurance requirements:

Firm Name:

Individual Name/Title

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

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

(e) Negotiating and signing labor agreements:

Firm Name:

Individual Name/Title

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

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

(f) Management of Contract Performance in the following areas:

1. Supervision of Field Operations:

Firm Name:

Individual Name/Title

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

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

2. Major Purchases

Firm Name:

Individual Name/Title

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

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

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3. Estimating

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

4. Engineering

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

XI. Financial Controls of Joint Venture:

(a) Which firm will be responsible for bookkeeping/accounting of the financial records of the Joint Venture:

Firm Name:

Individual Name/Title

\_\_\_\_\_

\_\_\_\_\_

b) Identify the "Managing Partner", if any and indicate the dollar amount of compensation, if any, the firm/individual(s) will receive from the Joint Venture:

Dollar amount of compensation: \$ \_\_\_\_\_

XII. State the approximate number of employees working on this joint venture project (by Trade) and indicate whether they will be employees of the (NON) MBE/WBE firm(s), MBE/WBE firm(s) or Joint Venture:

Trade	(Non) DBE (Number)	DBE (Number)	Joint Venture (Name)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each Joint Venture Partner in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual Joint Venture work and the payment therefore and any proposed changes in any provisions of the Joint Venture Agreement and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venture Partner relevant to the Joint Venture by authorized representatives of the County or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any Contract which may be awarded and for initiating action under federal or state laws concerning false statements.

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N/A

**Note** If after filing this Affidavit and before completion on the Joint Venture work on the project, there is any change in the information submitted, the Joint Venture must inform the Director of the Office of Contract Compliance of the County of Cook within ten business days of any such change.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of (NON) MBE/WBE Partner Firm

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officers

\_\_\_\_\_  
(Names of Affiants)

personally appeared and known to me to be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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*Faint handwritten text, possibly a date or reference number.*

## MECHANICAL OR ELECTRICAL LICENSE

*To be inserted by the Bidder.*

A Mechanical License is required for all Bidders submitting a bid on the Mechanical Construction Contract.

An Electrical License is required for all Bidders submitting a bid on the Electrical Construction Contract.

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Certificate No: ECC92170-17

Rahm Emanuel, Mayor

*Certificate of Registration*  
issued by the  
*Department of Buildings*  
of the City of Chicago

This is to Certify that  
PAGODA ELECTRIC, INC. - ECC92170  
located at  
6516 W. ARCHER AVE. CHICAGO, IL 60638.  
having complied with the requirements of Ordinances passed by the City Council of the City of Chicago  
providing for the registration of electrical contractors is hereby recorded as a

**REGISTERED ELECTRICAL CONTRACTOR**  
General Electrician

and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician  
provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago  
now in force or which may be hereafter passed. This certificate EXPIRES November 13, 2013.

**SUPERVISING ELECTRICIAN: VINCENT MULLS - SE5551**  
In Witness Whereof I have hereunto set my hand on September 28, 2012.

*Michael Markant*  
Michael Markant, Commissioner

**MBE/WBE/DBE PARTICIPATION PLAN*****To be inserted by the Bidder.***

- A. If submitting a Bid for one of the areas below, the Bidder must prepare, and submit with his Bid Proposal, an MBE/WBE/DBE Participation Plan.
1. Mechanical Construction (12-28-340MC)
  2. Electrical Construction (12-28-340EC)
  3. Residential Construction (12-28-340RC)
- B. The MBE/WBE/DBE Participation Plan must, at a minimum, address the following topics:
1. The type of work the Bidder self performs
  2. The type of work the Bidder intends to self perform
  3. Whether or not the Bidder intends to subcontract Work the Bidder could self perform for the purpose of meeting or exceeding the MBE/WBE/DBE goals set forth in this Solicitation.
  4. A list of MBE, WBE, AND DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE goals
  5. Whether or not the Bidder feels the MBE/WBE/DBE goals set forth in this solicitation are achievable.

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## Electrical Construction (12-28-340EC)

**1. The type of work the Bidder self performs**

Electrical

**2. The type of work the Bidder intends to self perform**

Electrical

**3. Whether or not the Bidder intends to subcontract Work the Bidder could self perform for the purpose of meeting or exceeding the MBE/WBE/DBE goals set forth in this Solicitation**

Yes

**4. A list of MBE, WBE, and DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE goals**

- MZI Building Services DBA MZI Group, Inc. - MBE
- CableCom - WBE
- Jaymor Electric - WBE
- A & C Electric - MBE
- Evergreen Supply - WBE
- Quantum Crossing - MBE
- Bonaparte Electric - MBE

**5. Whether or not the Bidder feels the MBE/WBE/DBE goals set forth in this solicitation are achievable**

Yes, we feel that the goals set forth in this solicitation are achievable.

SECTION 7 - EXHIBITS

EXHIBIT A - MBE/WBE UTILIZATION PLAN

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.

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EXHIBIT B - COOK COUNTY GOVERNMENT LETTER OF INTENT

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

Certifying Agency: \_\_\_\_\_

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

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

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

FEIN #: \_\_\_\_\_

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

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

Email: \_\_\_\_\_

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

Participation: [ ] Direct [ ] Indirect

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

[ ] No [ ] Yes - Please attach explanation. Proposed Subcontractor: \_\_\_\_\_

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

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

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

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

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

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the 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

Subscribed and sworn before me

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

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

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

SEAL

SEAL

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**EXHIBIT C - PETITION FOR WAIVER OF MBE/WBE PARTICIPATION**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER                       FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- \_\_\_\_\_ % of Reduction for MBE Participation
- \_\_\_\_\_ % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST**

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

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) 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.

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**EXHIBIT D - DISCLOSURE OF OTHER NON-CERTIFIED SUBCONTRACTORS / SUPPLIERS**

**Disclosure of Other Non-Certified Subcontractors/Suppliers**

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason MBE or WBE was not used: \_\_\_\_\_

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**EXHIBIT E - MBE/WBE GOOD FAITH EFFORTS CHECKLIST**

**This Checklist must be submitted with the Bid if the Project Specific MBE or WBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain MBE or WBE participation in addition to the items listed below, attach a detailed written explanation.**

**CHECKED BY BIDDER IF COMPLETED**

- \_\_\_\_\_ Identified portions of the project work capable of performance by available MBEs and WBEs, including, where appropriate, breaking out Contract work items into economically feasible units to facilitate MBE or WBE participation even when the Bidder could perform those scopes with its own forces.
- \_\_\_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) MBEs and WBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- \_\_\_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the Contract. Followed up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.
- \_\_\_\_\_ Negotiated in good faith with interested MBEs and WBEs that submitted bids and thoroughly investigated their capabilities.
- \_\_\_\_\_ Made efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the Contract (if applicable).
- \_\_\_\_\_ Utilized resources available to identify available MBEs and WBEs, including but not limited to, the Cook County Office of Contract Compliance, MBE and WBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

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**EXHIBIT F - GOOD FAITH EFFORTS CONTACTS LOG FOR SOLICITING MBE / WBE  
SUBCONTRACTOR OR SUPPLIER PARTICIPATION**

**Good Faith Efforts Contacts Log for Soliciting  
MBE/WBE Subcontractor or Supplier  
Participation (Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of MBE/WBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

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**EXHIBIT G - LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBE/WBE SUBCONTRACTOR OR SUPPLIER**

COOK COUNTY,  
ILLINOIS  
LETTER OF INTENT BETWEEN PRIME  
CONTRACTOR AND MBE/WBE SUBCONTRACTOR  
OR SUPPLIER

Contract Title: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Prime proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e mail: \_\_\_\_\_

Proposed Contract amount \$: \_\_\_\_\_

Proposed subcontract amount \$: \_\_\_\_\_

Type of agreement: lump sum hourly rate unit price

MBE/WBE subcontractor or supplier: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e mail: \_\_\_\_\_

Work to be performed by MBE/WBE:

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

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a Contract for the above-named project between the prime Contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above.

Prime proposer:  
MBE/WBE

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

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

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

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Cook County

STATE OF \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me  
me on the \_\_\_\_\_ on the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SUBSCRIBED AND SWORN TO before  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public

Notary Public

Printed Name of Notary

Printed Name of Notary

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

TO: County of Cook

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

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

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

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

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

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

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

Submitted by: \_\_\_\_\_  
BIDDER'S NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

Cook County

---

- 1. (    )    HELD: \_\_\_\_\_                      DATE: \_\_\_\_\_
- 2. (    )    MAILED: \_\_\_\_\_                      DATE: \_\_\_\_\_
- 3. (    )    DELIVERED TO: \_\_\_\_\_                      DATE: \_\_\_\_\_
- 4. (    )    BOND SUBSTITUTED: \_\_\_\_\_                      DATE: \_\_\_\_\_
- 5. (    )    BOND MAILED TO: \_\_\_\_\_                      DATE: \_\_\_\_\_

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Cook County

EXHIBITH – PERFORMANCE AND PAYMENT BOND FORM

PERFORMANCE AND PAYMENT BOND

Know All Men By These Presents, that we, Paschen Pagoda Joint Venture as principal, Continental Casualty Company; 333 S. Wabash Avenue; 41st Floor; Chicago, Illinois 60604

as surety, are held and firmly bound unto The County of Cook in the penal sum of \* Dollars (\$ \* Two Million & no/100---Dollars (\$2,000,000.00)

lawful money of the United States of America, for the payment of which sum of money well and truly be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents.

Signed, sealed and delivered this 1st day of March, 20 13

The condition of the above obligation is such, That whereas, the above bounden principal entered into a certain Contract with The County of Cook, Bearing date the 27th day of February, 20 13, for County-Wide Job Order Contract; Electrical Construction; Contract # 12-28-340-EC

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in favor of any person not a party to said Contract against The County of Cook in any suit arising out of said Contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principal and to said surety, shall be conclusive against said principal and said surety as to both liability and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

Paschen Pagoda Joint Venture PRINCIPAL/CONTRACTOR SEAL

By: James V. Blair, Representative (Signature)

James B. Habschmidt, Representative (Signature)

Continental Casualty Company SURETY SEAL

By: Adrienne C. Stevenson SURETY/ATTORNEY-IN-FACT (ATTACH POWER OF ATTORNEY)

002128 AMB# 20443 NAIC#

APPROVED AS TO FORM: ASSISTANT STATE'S ATTORNEY (Signature)

STATE OF ILLINOIS  
COUNTY OF COOK

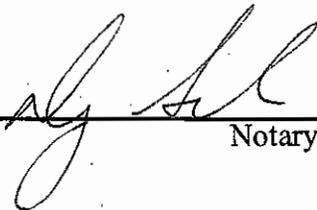
I, Douglas Schmude a notary Public in and for said County, do hereby certify that  
Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to  
be the same person whose name is subscribed to the foregoing instrument, appeared before me  
this day in person, and acknowledged that they signed, sealed, and delivered said instrument  
for and on behalf of

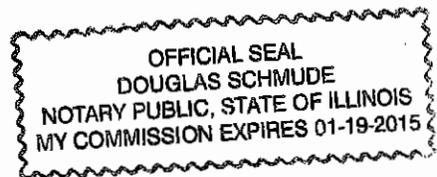
CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago in said County,

this 1<sup>st</sup> day of March A.D. 2013

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



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C Stevenson, C R Hernandez, Theodore C Sevier Jr, Katherine J Foreit, John K Johnson, Beatriz Polito, Amy B Wickett, Douglas M Schmude, Individually

of Chicago, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 7th day of November, 2012.

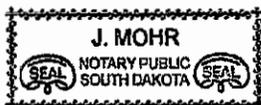


Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*Paul T. Bruflat*  
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 7th day of November, 2012, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

*J Mohr*  
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 1st day of March, 2013



Continental Casualty Company  
National Fire Insurance Company of Hartford  
American Casualty Company of Reading, Pennsylvania

*D Bult*  
D. Bult Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

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**EXHIBIT I - SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

To (Contractor):

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

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

1. The undersigned, having executed a Contract with \_\_\_\_\_  
(Contractor)  
\_\_\_\_\_ for \_\_\_\_\_ (Nature of work)  
\_\_\_\_\_ in the amount of \$ \_\_\_\_\_

in the construction of the above-identified project, certifies that:

- (a) The Labor Standards provisions of the Contract for Construction are included in the aforesaid Contract.
  - (b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)],
  - (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.
2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten (10) days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.
3. The workmen will report for duty on or above \_\_\_\_\_ (date)

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

- Sole
- Proprietorship
- Partnership
- Corporation
- Other Organization (Describe)

(c) The Name and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUBCONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT J – STATUS REPORT OF PAYMENTS TO MBE / WBE PARTICIPANTS**

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

In connection with the above-captioned Contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
 (Title-Print or Type)

and duly authorized representative of \_\_\_\_\_  
 (Name of Company-Print or Type)

\_\_\_\_\_  
 (Address of Company)  
 Number)

\_\_\_\_\_  
 (Telephone

and that the following Minority and Women Business Enterprises (MBE/WBEs) have executed Letters of Intent and have performed services or provided supplies on the above referenced Contract; and there is due and to become due them, respectively the amounts set opposite their names for services/supplies as stated; and that this a true and complete statement of all such MBE/WBEs and of the amounts paid, due and to become due to them:

PAID MBE/WBE NAME	AMOUNT OF CONTRACT	AMOUNT PURCHASED	AMOUNT TO DATE
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____

Total amount of Contract: \$ \_\_\_\_\_

Total amount paid to Prime Contractor to date: \$ \_\_\_\_\_

Total amount purchased from MBEs to date: \$ \_\_\_\_\_

Total amount paid to MBEs to date: \$ \_\_\_\_\_

Total amount purchased from WBEs to date: \$ \_\_\_\_\_

Total amount paid to WBEs to date: \$ \_\_\_\_\_

Cook County \_\_\_\_\_

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

UPON PENALTY OF PERJURY I AFFIRM THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE PRIME CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Bidder: \_\_\_\_\_  
(Print or Type)

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

(Signature of Affiant) \_\_\_\_\_

Name of Affiant: \_\_\_\_\_  
(Print or Type)

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

(Print or Type) \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ (date)

\_\_\_\_\_ (name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument

was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**RETURN THIS FORM TO:**

**Office of Contract Compliance  
Cook County Government  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602**



**EXHIBIT K - SUBCONTRACTOR/SUPPLIER MONTHLY PARTICIPATION PAYMENT REPORT**

Contract Title: \_\_\_\_\_

Contract Number: \_\_\_\_\_

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

Subcontractor/Supplier: \_\_\_\_\_

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

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

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

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

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ e-mail address: \_\_\_\_\_

Amount of Prime Contract: \$ \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Description of Service/Supply: \_\_\_\_\_

Amount Billed by Subcontractor/Supplier from Project Start to Date: \$ \_\_\_\_\_

Amount Paid to Subcontractor/Supplier from Project Start to Date: \$ \_\_\_\_\_

**RETURN THIS FORM TO:**  
Office of Contract Compliance  
Cook County Government  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602

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**EXHIBIT L - DBE FORMS**

(DBE Forms are included on the following pages)

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**DBE Utilization Plan**

**Have the DBE Project Specific Goals been met as stated in the bid documents?**

Yes No. If no, attach documentation of the Bidder's Good Faith Efforts made to achieve DBE participation for each Goal not met.

A proposed DBE must be certified at the time of bid submission by Cook County, the City of Chicago or the Illinois Unified Certification Program (IL UCP). The Letter of Certification must be attached to the bid.

**Disclosure of DBE Participation  
(Please duplicate as needed)**

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

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**Disclosure of Other Non-Certified Subcontractors/Suppliers**  
(Please duplicate as needed)

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason DBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason DBE was not used: \_\_\_\_\_

Name of non-certified Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Amount of Subcontract: \$ \_\_\_\_\_

Percentage of the total base bid: \_\_\_\_\_ %

Description of the work: \_\_\_\_\_

Reason DBE was not used: \_\_\_\_\_

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### DBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

#### CHECKED BY BIDDER IF COMPLETED

- \_\_\_ Identified portions of the project work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- \_\_\_ Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- \_\_\_ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- \_\_\_ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
- \_\_\_ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- \_\_\_ Utilized resources available to identify available DBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups; local, state and federal; and other organizations that provide assistance in the recruitment and placement of DBEs.

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**Good Faith Efforts Contacts Log for Soliciting  
DBE Subcontractor or Supplier Participation  
(Please duplicate as needed)**

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

Name of DBE Subcontractor/Supplier: \_\_\_\_\_

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

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

E mail: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Date of contact: \_\_\_\_\_ Method of contact: \_\_\_\_\_

Scope of work solicited: \_\_\_\_\_

Reason agreement was not reached: \_\_\_\_\_

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COOK COUNTY, ILLINOIS  
LETTER OF INTENT BETWEEN PRIME CONTRACTOR  
AND DBE SUBCONTRACTOR OR SUPPLIER.

Contract Title: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Prime proposer: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e mail: \_\_\_\_\_

Proposed contract amount \$: \_\_\_\_\_

Proposed subcontract amount \$: \_\_\_\_\_

Type of agreement: lump sum hourly rate unit price

DBE subcontractor or supplier: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip Code

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ e mail: \_\_\_\_\_

Work to be performed by DBE:

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

prime proposer and the DBE listed above hereby agree that upon the execution of a contract for the above-named project between the prime contractor and Cook County, the DBE will perform the scope of work for the price as indicated above.

Prime proposer:

DBE

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

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

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

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

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

STATE OF \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me  
on the \_\_\_\_\_ on the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

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

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Printed Name of Notary



DBE Participation Statement

(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route \_\_\_\_\_
Section \_\_\_\_\_
Project \_\_\_\_\_
County \_\_\_\_\_
Letting Date \_\_\_\_\_
Contract No. \_\_\_\_\_
Letting Item No. \_\_\_\_\_

Total Bid \_\_\_\_\_
Contract DBE Goal \_\_\_\_\_ (Percent) \_\_\_\_\_ (Dollar Amount)

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company: (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows: Disadvantaged Business Participation \_\_\_\_\_ percent
Attached are the signed participation statements required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract. Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows: Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company \_\_\_\_\_
By \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision. Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision. Please include this Special Provision in the bid. Cook County 118 N. Clark Street Chicago, Illinois 60602

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form derives from FOOT SBE 2026 form.

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**COOK COUNTY DEPARTMENT OF TRANSPORTATION AND HIGHWAYS  
TRUST AGREEMENT**

THIS TRUST AGREEMENT is made and entered into by and between the County of Cook, by and through the Department of Transportation and Highways, whose address is 69 West Washington, Suite 2300, Chicago, Illinois, 60602, hereinafter called the COUNTY, and \_\_\_\_\_ whose address is \_\_\_\_\_, hereinafter called the CONTRACTOR, and \_\_\_\_\_, a FINANCIAL INSTITUTION or trust company located in Cook County, whose deposits are insured by an agency or instrumentality of the federal government and whose address is \_\_\_\_\_ hereinafter called the FINANCIAL INSTITUTION.

**WITNESSETH:**

**WHEREAS** the COUNTY has awarded to the CONTRACTOR Job Number \_\_\_\_\_, Section Number \_\_\_\_\_ providing for the construction of a COUNTY highway improvement for a total price of \$ \_\_\_\_\_ dollars; and

**WHEREAS** under Section 5-409 of the Illinois Highway Code, as amended, the COUNTY is authorized to make progress payments as the CONTRACTOR performs the work under the contract and may retain a percentage of progress payments; and

**WHEREAS** the COUNTY may, at the request of CONTRACTOR, deposit the retainage under a Trust Agreement with a FINANCIAL INSTITUTION of the CONTRACTOR'S choice which is located in Cook County and has been approved for the deposit of such funds by the Superintendent of the Cook County Department of Transportation and Highways pursuant to Cook County Code Section 34-36; and

**WHEREAS** by execution of this Agreement, the CONTRACTOR and said FINANCIAL INSTITUTION request that the retainage be deposited with said FINANCIAL INSTITUTION as provided by law.

NOW THEREFORE, the parties do hereby agree that:

1. This Agreement shall not change any of the rights, duties, privileges or responsibilities of the parties to the above-referenced construction contract, except as may be provided herein.
2. Notwithstanding the provisions of this Agreement, the COUNTY may withhold progress payments or any portion thereof on account of lien claims, liquidated damages, or as may otherwise be provided by the above contract or by law.
3. All progress payments, including final payment under the above contract, shall be made by COUNTY warrants payable to the CONTRACTOR and FINANCIAL INSTITUTION, as trustee, jointly, and such payments shall be sent to the FINANCIAL INSTITUTION at the above address.

4. The progress payments shall specify on a copy of the COUNTY'S invoice to be mailed with the warrant the amount thereof to be paid to the CONTRACTOR and the amount to be held by the FINANCIAL INSTITUTION as retainage under this Agreement.

5. The money so held by the FINANCIAL INSTITUTION shall be described as "retainage" and shall be held in trust according to the terms of this Agreement. Interest earned on the retainage may be paid to the CONTRACTOR as it accrues or as the FINANCIAL INSTITUTION'S policy permits.

6. The principal balance of the retainage, or any part thereof, shall not be paid over to the CONTRACTOR except upon written directive to the FINANCIAL INSTITUTION by the COUNTY.

7. The FINANCIAL INSTITUTION may invest or reinvest said retainage in:

- a. Certificates of Deposit issued by a financial institution whose principal office is located in Cook County, including this FINANCIAL INSTITUTION;
- b. United States Government Bonds;
- c. United States Treasury Notes;
- d. United States Treasury Bills;
- e. Time Deposit on Open Account.

Provided, however, that the investment of said retainage shall not relieve the FINANCIAL INSTITUTION from the return or repayment of such funds within ninety (90) days as provided in this Agreement.

8. Retainage is the property of the COUNTY until notice of final payment, and the principal amount, or any part thereof, shall not be pledged or used as security for any purpose.

9. The COUNTY shall be the sole judge of return or repayment of the funds to the Cook County Treasurer. Upon written demand made by the COUNTY to the FINANCIAL INSTITUTION for the return or repayment of the retainage, the FINANCIAL INSTITUTION shall make such return or repayment regardless of whether the COUNTY shall state any reason therefor and without imposition of any other requirements or conditions.

10. The repayment or return of retainage to the COUNTY shall be by check from the FINANCIAL INSTITUTION payable to the Treasurer of Cook County and shall be mailed to the COUNTY within ninety (90) days after the COUNTY'S demand.

11. The CONTRACTOR does not waive or release any rights he has against the COUNTY for breach of contract, including this Agreement, by reason of the repayment by the FINANCIAL INSTITUTION to the COUNTY on account of demand made by the COUNTY.

12. In the event demand for the retainage is made under this Agreement by the COUNTY, the COUNTY may specify, in its sole judgment, the amount to be repaid or returned as all or part of the principal balance of the retainage. This Agreement shall continue as to any retainage not returned to the COUNTY and any future payments by the COUNTY to the CONTRACTOR.

13. Upon return or repayment of the full principal balance of the retainage to the COUNTY, this Agreement shall terminate and have no further force or effect.

Cook County

14. The COUNTY shall request confirmation of account balances as of June 30 of each year, and the FINANCIAL INSTITUTION shall comply with this request. The FINANCIAL INSTITUTION'S failure to comply with this provision shall be reason to demand return of the retainage pursuant to this Agreement.

15. The COUNTY shall provide notice of final payment to the FINANCIAL INSTITUTION and the CONTRACTOR. When said final payment is made, this Agreement shall be terminated and the retainage or interest thereon shall be paid to the CONTRACTOR by the FINANCIAL INSTITUTION. The COUNTY and the CONTRACTOR agree that the date of mailing such notice of final payment to the FINANCIAL INSTITUTION shall constitute the date of final payment to the CONTRACTOR under the contract. Any provisions of the contract regarding final payment shall be deemed to have been complied with regardless of any delay in the CONTRACTOR'S receiving said final payment or any retainage and interest thereon from the FINANCIAL INSTITUTION.

16. The FINANCIAL INSTITUTION shall look only to the CONTRACTOR to pay any costs or fees for either its services or expenses hereunder and no deduction shall be made therefor for any retainage or interest thereon except such deduction that may be made after final payment has been made.

17. Failure of the FINANCIAL INSTITUTION to comply with any of the terms of this Agreement shall be cause for the COUNTY to refuse approval of the FINANCIAL INSTITUTION as a party to any future Trust Agreements.

IN WITNESS WHEREOF the parties to this Trust Agreement have hereunder signed and executed this Trust Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
(To be dated by the COUNTY.)

**CONTRACTOR**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR (IF JOINT VENTURE)**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACTOR (IF JOINT VENTURE)**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CONTRACTOR (IF JOINT VENTURE)**

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

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Cook County

---

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FINANCIAL INSTITUTION**

**COOK COUNTY**  
**DEPARTMENT OF TRANSPORTATION AND HIGHWAYS**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
David Orr  
Clerk of Cook County

## ATTACHMENT D

### RESPONSIBLE BIDDER REQUIREMENT

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

F.H. Paschen, S.N. Nielsen & Associates LLC is signatory to the following

Unions and their apprenticeship programs:

Operating Engineers 150

Cement Masons 502

Chicagoland Regional Council of Carpenters

Laborers District Council

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

## ATTACHMENT D

### RESPONSIBLE BIDDER REQUIREMENT

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

Pagoda Electric Inc. is signatory to:

\_\_\_\_\_  
Electrical Union 134  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

# ATTACHMENT E

## CONFIDENTIALITY FORM

CONTRACT FOR WORK  
SOLICITATION NO. 12-28-340

FOR DISCIPLINE: Electrical Construction

To: The County of Cook

**Confidentiality:** All of the reports, pictures, information, or data, prepared or assembled by the Contractor, its employees, and any Subcontractors or Suppliers under this Contract, are confidential. This also includes any reports, pictures, information, or data provided to the Contractor or otherwise learned during the performance of the Work its employees, and any Subcontractors or Suppliers. The Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, pictures, information, or data, to any other individual or organization, without the express written approval by the Cook County Chief Procurement Officer, or authorized designee. This requirement will survive expiration or termination of this Contract.

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: Paschen Pagoda Joint Venture  
Vendor Name

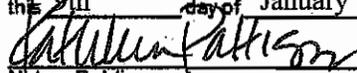
  
Signature

Leo J. Wright, Representative  
Name (Type or Print)

F.H. Paschen, S.N. Nielsen & Associates LLC  
Bidder Name

5515 N. East River Road  
Address

Chicago                      IL                      60656  
City                              State                      Zip

Subscribed and sworn to before me  
this 9th day of January, 2013  
  
Notary Public

Commission expires:  KATHLEEN PATTISON  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
August 24, 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): E-MAIL ADDRESS:		FAX (A/C No):																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td>American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER C:</td> <td>Illinois National Insurance Company</td> <td>23817</td> </tr> <tr> <td>INSURER D:</td> <td>Alterra America Insurance Company</td> <td>21296</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	American Zurich Insurance Company	40142	INSURER C:	Illinois National Insurance Company	23817	INSURER D:	Alterra America Insurance Company	21296	INSURER E:			INSURER F:	
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INSURER E:																							
INSURER F:																							
<b>INSURED</b> Paschen Pagoda Joint Venture 5515 N. East River Road Chicago, IL 60656																							

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-004846629-02      **REVISION NUMBER:** 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL ISUR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC		GLO 5833476-00	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP 5833474-00	10/01/2012	10/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2310-2191	10/01/2012	10/01/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 5833475-00 (AOS) WC 5833477-00 (WI)	10/01/2012	10/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Layer Liability		MAXA3EC30000453	10/01/2012	10/01/2013	Each Occurrence: 25,000,000 Aggregate: 25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Job #: Contract 12-28-340-EC Electrical Construction

The County of Cook, Illinois, the Employees of Cook County, Program Manager, Architect, and their officers, directors, and agents is/are included as additional insured (except Workers' Compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract.

## CERTIFICATE HOLDER

PURCHASING AGENT OF COOK COUNTY  
118 NORTH CLARK ST. ROOM 1018  
CHICAGO, IL 60602

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

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THE BOARD OF COMMISSIONERS  
TONI PRECKWINKLE, PRESIDENT

Earlean Collins	1 <sup>st</sup> Dist.	Bridget Gainer	10 <sup>th</sup> Dist.
Robert Steele	2 <sup>nd</sup> Dist.	John P. Daley	11 <sup>th</sup> Dist.
Jerry Butler	3 <sup>rd</sup> Dist.	John A. Fritchey	12 <sup>th</sup> Dist.
William M. Beavers	4 <sup>th</sup> Dist.	Lawrence Suffredin	13 <sup>th</sup> Dist.
Deborah Sims	5 <sup>th</sup> Dist.	Gregg Goslin	14 <sup>th</sup> Dist.
Joan P. Murphy	6 <sup>th</sup> Dist.	Timothy O. Schneider	15 <sup>th</sup> Dist.
Jesus G. Garcia	7 <sup>th</sup> Dist.	Jeffrey R. Tobolski	16 <sup>th</sup> Dist.
Edwin Reyes	8 <sup>th</sup> Dist.	Elizabeth Ann Doody Gorman	17 <sup>th</sup> Dist.
Peter N. Silvestri	9 <sup>th</sup> Dist.		



COUNTY OF COOK  
BUREAU OF FINANCE

OFFICE OF THE CHIEF PROCUREMENT OFFICER  
SHANNON E. ANDREWS  
INTERIM CHIEF PROCUREMENT OFFICER

County Building  
118 North Clark Street, Room 1018  
Chicago, Illinois 60602-1304  
TEL: (312) 603-5370

December 28th, 2012

ADDENDUM No. 1

COUNTY-WIDE JOB ORDER CONTRACT

Contract Document #12-28-340

This Addendum No. 1 provides for revision to the following documents. Please use these pages in your bid.

**Item 1**

*BOOK 1, ADVERTISEMENT FOR BIDS (Page 1)*

In the chart detailing contract terms, delete the "\$1,000,000" Estimated Annual Value listed for the Residential Construction, Solicitation # 12-28-340-RC, and replace with "\$0."

**Note:** The Estimated Annual Values listed in the Solicitation is the estimated value Cook County anticipates ordering on an annual basis. It is anticipated that the majority, if not all, of the Residential Construction work will be procured by other Agencies through the Cooperative Purchasing (ezIQC®) provision. See Book 3 - *Special Conditions Cooperative Purchasing (ezIQC®)*.

**Item 2**

*BOOK 1, DOCUMENT SUBMITTAL CHECKLIST (Page 3)*

Delete the Document Submittal Checklist in its entirety and replace with **Attachment A**. When preparing its Bid, Bidders shall use the Attachment A Document Submittal Checklist.

**Item 3**

*BOOK 1, SECTION 1, ARTICLE C1-05: CONTRACT AMOUNT (Page 9)*

Delete C1-05.A in its entirety and replace with:

"A. For all Contract disciplines other than Residential Construction (12-28-340-RC), the Minimum Contract Value is \$25,000. The Contractor is guaranteed to receive Job Orders totaling at least \$25,000. For the Residential Construction Contract discipline, the Minimum Contract Value is \$0"

**Item 4**

**BOOK 1, SECTION 1, ARTICLE C1-05: CONTRACT AMOUNT (Page 10)**

See C1-05.B. In the chart detailing the Estimated Annual Value, delete the "\$1,000,000" Estimated Annual Value listed for the Residential Construction and replace with "\$0." See Addendum item 1.

**Item 5**

**BOOK 1, SECTION 1: CONTRACT INFORMATION, ARTICLE CI-09**

Add the following to Article CI-09:

F. It is the intention of the County to award the following number of Contracts for each discipline:

<b>Discipline</b>	<b>Proposed # of Awards</b>
<i>General Construction</i>	<i>(4) Contracts</i>
<i>Mechanical Construction</i>	<i>(2) Contracts</i>
<i>Electrical Construction</i>	<i>(2) Contracts</i>
<i>Highway / Site Work</i>	<i>(2) Contracts</i>
<i>Residential Construction</i>	<i>(2) Contracts</i>

**Item 6**

**BOOK 1, SECTION 2: INSTRUCTIONS TO BIDDERS, ARTICLE IB-04: SUBMISSION OF THE BID (Page 15)**

In IB-04, Delete the 2nd paragraph in its entirety and replace with:

"If a Bidder submits bids for more than one discipline, a separate bid package must be submitted with each bid. Each bid package must contain all the documents listed in the Document Submittal Checklist included in this Addendum 1"

**Item 7**

**BOOK 1, SECTION 2: INSTRUCTIONS TO BIDDERS, ARTICLE IB-12: PERFORMANCE AND PAYMENT BOND (Page 15)**

In the chart detailing the Amount of Performance and Payment Bond, delete the "\$1,000,000" listed for the Residential Construction and replace with "If a Performance and Payment Bond is required, it will be provided by the Contractor on a Job Order by Job Order basis. The cost of the each Performance and Payment Bond is considered to be part of the Adjustment Factor and is subject to provisions set forth in Book 3 - Special Conditions Cooperative Purchasing (eziQC®).

**Item 8**

**BOOK 1, SECTION 3: INSURANCE (Page 21)**

Delete Section 3 in its entirety and replace with **Attachment B**. A summary of the changes to the insurance are as follows:

- 1) In A2 for each Contract discipline, 2nd sentence, delete "(with no limitation endorsement)" and replace with "(not to include Endorsement CG 21 39 or equivalent)"
- 2) In A2 for each Contract discipline, 2nd sentence, add "explosion, collapse, underground".
- 3) Added Owner and Contractor Protective Liability Insurance. To be applied to individual Job Orders on a selective basis. Contractor to be reimbursed in the same manner as Railroad Protective Insurance.
- 4) In Section B for each Contract discipline, 2nd paragraph, delete "insurance" and replace with "Contractor".
- 5) For all Contract disciplines except Residential Construction (12-28-340RC), Owner's and Contractor's Protective Liability was added.

**Item 9**

**BOOK 1, SECTION 5: BID FORMS AND EXECUTION DOCUMENTS (Page 87)**

Delete the Proposal Agreement and replace with **Attachment C**. Bidders are to sign the Proposal Agreement. The Proposal Agreement shall be submitted with the Bid and is contained on the Document Submittal Checklist included in this Addendum 1.

**Item 10**

**BOOK 1, SECTION 6: ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE BID (Page 193)**

Add **Attachment D**, Responsible Bidder Requirement, to Section 6. The Responsible Bidder Requirement shall be submitted with the Bid and is contained on the Document Submittal Checklist included in this Addendum 1.

**Item 11**

**BOOK 1, SECTION 6: ADDITIONAL DOCUMENTS TO BE EXECUTED AND SUBMITTED WITH THE BID (N/A)**

Add **Attachment E**, Confidentiality Form, to Section 6. The Confidentiality Form shall be submitted with the Bid and is contained on the Document Submittal Checklist included in this Addendum 1.

**Item 12**

**BOOK 3, SPECIAL CONDITIONS - COOPERATIVE PURCHASING (ezIQ<sup>®</sup>) (Page 149)**

Add the following sentence at the end of B.1: "All Job Orders procured by an Agency shall follow the terms set forth in this Book 3 Special Conditions - Cooperative Purchasing (ezIQ<sup>®</sup>) and Book 2, JOC General Conditions, Article II.B - Procedure for Ordering Work."

**ANSWERS TO WRITTEN QUESTIONS**

Below are County's answers to written questions received from potential Bidders:

- 1) Question: Should we choose to pursue the Mechanical or Electrical Construction Contracts we must prepare the required MBE/WBE/DBE Participation Plan as outlined on page 149, item B. Are we also required to complete the forms provided in Section 7 – Exhibits as part of this submittal, or are those just for reference and will be used on the resulting bid contracts?

**Response: No. The MBE/WBE/DBE documents included in Section 7 - Exhibits are not to be submitted with the bid. They will be used during the course of the Contract and will be submitted with the Job Order Proposal Package for individual Job Orders.**

- 2) Question: What percentage of the work has to be self-performed by the General Contractor? Will this amount be required on a per job order basis or a cumulative amount of all job orders?

**Response: There is no self performance requirement for the General Contractor.**

- 3) Question: On Page 17, Book 1, Section IB-12 – Performance and Payment Bond - The bid specs call for a Performance and Payment Bond equal to the amount of work estimated for each Discipline per year. Will this bond cover the initial 2-year contract term?

**Response: The Performance and Payment Bond requested in the Section IB-12 is equal to the Estimated Annual Value of the Contract. If the amount of work issued approaches upper limit of the bond amount, the Contractor will be required to submit an additional bond in the amount set forth in Section IB-12.**

4) Question: Will we be required to furnish a new bond for the (2) 1-Year Options?

**Response:** Yes, upon the execution of an Option Term, the Contractor will be required to submit a new bond in the amount set forth in IB-12.

5) Also, if the contractor is awarded multiple disciplines, will each discipline need a performance and payment bond or will each discipline be covered under one performance and payment bond?

**Response:** Each award is considered to be a separate Contract. Therefore, a separate performance and payment bond will be required for each awarded Contract. The amount of each payment and performance bond is set forth in Book 1, Section 2, Article IB-12.

6) Question: The Proposal Agreements Form, Page 87, Section 5 – Bid Forms states "the undersigned" in each of the 6 topics listed, however there is no signature space on the form. Please advise if the form shall be signed and submitted or submitted with no signature.

**Response:** Yes, Bidders shall sign the Proposal Agreement. A revised Proposal Agreement has been attached to this Addendum and has a signature line.

7) Question: Please confirm that Section 7 – Exhibits, Pages 151-193 are for information only and do not need to be submitted with the bid proposal

**Response:** Confirmed. The documents included in Section 7 - Exhibits are not to be submitted with the Bid.

**Note:** See Addendum item 10. The Responsible Bidder Requirement has been moved to Section 6 - Additional Documents to be Executed and Submitted with the Bid. The Responsible Bidder Requirement shall be submitted with the Bid.

8) Question: Page 193 - Responsible Bidder Requirement is not on the Document Submittal Checklist. Please confirm if it is required as part of the bid submittal.

**Response:** See Addendum item 10. The Responsible Bidder Requirement has been moved to Section 6 - Additional Documents to be Executed and Submitted with the Bid. The Responsible Bidder Requirement shall be submitted with the Bid.

9) Question: If we are submitting multiple bids for multiple contracts, should we be submitting Form 1 and 2 for each bid and Section 6 – Additional documents to be executed and submitted with the bid "surety's statement of qualification for bonding" Since this form asks for the number of the contract and the total amount of the contract? Along with the MBE/WBE/DBE Commitment Form for each contract?

**Response:** See Addendum item 6. If bidding multiple Contract disciplines, a separate bid package must be submitted for each Contract discipline.

- 10) Can you please clarify if a contractor is bidding on multiple disciplines for the JOC Contract, does the contractor need to submit multiple bid deposits and bid forms or (1) bid deposit and bid form 1 and 2 for each discipline being bid.

**Response:** See Addendum item 6. If bidding multiple Contract disciplines, a separate bid package must be submitted for each Contract discipline.

- 11) Question: Book 1, Section 3, page 21, section A 2). The statement specifies that the Commercial General Liability coverage will have no limitation endorsement. Please clarify and specify what is meant by this, as all insurance coverages have some limitations.

**Response:** See Addendum item 8. The insurance requirements have been revised. One of the changes is the deletion of the phrase "coverage will have no limitation."

- 12) Question: Regarding the "Local Business" definition on page 95 of Book 1. Does this definition pertain to the local office or to the parent company? Our parent company has over 30,000 employees worldwide, but we would be supporting Cook County from our local Chicago office, established for over 20 years.

**Response:** Depending on its location, the local Chicago office may satisfy the requirement for having a "bona fide establishment for transacting business located within Cook County." However, the definition for "Local Business" requires the firm also "employs the majority of its regular, full time work force within Cook County."

- 13) Question: As we understood it, if a task order is over 51% electrical it will go to one of the electrical contractors. If there is architectural work involved, Cook County will select one of the general contractors to do that portion of the work and we are bound by the price quoted by the electrical subcontractor. Please confirm.

**Response:** See Book 1, Section 1, Article CI-03.B. It is not the intent of the County to subdivide the Detail Scope of Work among the different disciplines. It is the County's intent to assign the entire Detailed Scope of Work to a Contractor within one discipline. However, if the County determines it is in the County's best interest, the County reserves the right to subdivide the Detail Scope of Work among the disciplines. If the County does decide to subdivide the Detail Scope of Work, each Contractor is responsible for their portion of the Work and a separate Job Order will be issued to each Contractor.

- 14) Question: In some (please specify which) situations, such as if the JOC is selected to complete work on a larger project, Cook County will bid the general contractors against each other. Please confirm.

**Response:** See Book 1, Section 1, Article CI-10.A. The County intends to assign the Detail Scope of Work to a single contractor. However, the County, if determined it to be in the best its best interest, reserves the right to compete the contractors on the same Job Order.

- 15) Question: For the general contract work Cook County anticipates about \$4.7MM over two years split between probably 3 general contractors. Please confirm.

**Response:** See Book 1, Section 1, Article CI-10.A. The County intends to assign work, within each discipline, as equal as possible among the awarded Contracts taking into account the Contractor's bid and performance of the Contractor. The volume of work is unknown as JOC is an indefinite quantity Contractor. Each General Construction Contractors are guaranteed at least \$25,000 worth of work.

- 16) Question: Are publicly traded corporations required to complete and submit the "Cook County Affidavit of Child Support Obligations?" The Applicant Information blanks do not lend themselves to corporate entity information.

**Response:** Yes. The Cook County Affidavit of Child Support Obligations must be submitted with the Bid. Bidder's shall complete the form to the best of their knowledge.

- 17) Question: The Bid Deposit Form is structured for checks or bank drafts. How should it be completed if a Bid Bond is submitted or is the Bid Deposit Form required if a Bid Bond is submitted?

**Response:** The Bid Deposit Form must be submitted with the Bid. If the Bid Deposit is in a form other than a Cashier's Check or Bank Draft, there is a third option for "Other." If checking the "Other" box, indicate the form of the Bid Deposit.

- 18) Question: Regarding the Relevant Experience forms – the Contract Information blanks are written for specific scope projects, not JOC contracts. Does Cook County want information on construction experience or JOC experience? If the latter, how would Cook County prefer to have the original and final contract and schedule information completed, since these do not apply to overall JOC contracts?

**Response:** The Relevant Experience is meant for individual construction projects, regardless of the procurement method.

- 19) Pages 125-128, Relevant Experience. Is Cook County looking for references on specific scope of work projects or on overall JOC contracts? Because JOC contracts will not have the same kind of original and final contract amounts and completion schedules as specific projects.

**Response:** The Relevant Experience is meant for individual construction projects, regardless of the procurement method.

- 20) Question: Is the estimated annual value of \$3MM per general contractor or for the whole general contractor JOC program?

**Response:** The Estimated Annual Values stated in the solicitation are for each awarded Contract, not the program.

- 21) Question: I have a couple of questions about your current JOC program.
- a) Who is(are) the incumbent(s) on the current JOC contract?
  - b) What are your current coefficients?
  - c) Has the current contract run the course of all four years and if not, why?

**Response:** Cook County does not have a current JOC program. This solicitation are the County's first JOC Contracts. Cook County is currently purchasing off the City of Chicago's JOC Contracts. For information regarding those contracts, contact the City of Chicago.

- 22) Page 189 – Trust Agreement is not on the Document Submittal Checklist. Please confirm if it is required as part of the bid submittal.

**Response:** The Trust Agreement is not to be submitted with the bid. The Trust Agreement may be required for individual Job Orders and will be completed at the time the Job Order is issued.

# **ATTACHMENT A**

## **DOCUMENT SUBMITTAL CHECKLIST**

**Three originals** of the following documents are required at the time of bid opening for each bid. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1.  Bid Form 1 - Schedule of Prices
2.  Bid Form 2 - Determination of the Combined Adjustment Factor
3.  Signed Proposal Agreement (*Required by Addendum 1*)
4.  MBE/WBE/DBE Commitment Form
5.  Vendor Certifications
  - a.  Required Disclosures
  - b.  Cook County Affidavit of Child Support Obligations
  - c.  Cook County Disclosure of Ownership Interest Statement
  - d.  Sworn Familial Relationship Disclosure Form
  - e.  Contractor's Certificate Concerning Labor Standards and Prevailing Wage Rates
6.  Proposal Execution Form (Sole Proprietor, Partnership, Joint Venture, Corporation, or Limited Liability Corporation)
7.  Proposal Acceptance (To be left blank - County to complete later)
8.  Bid Deposit Form Accompanied By A Certified Check or a Bond
9.  If a Bond Is Submitted, Surety's Statement of Qualifications for Bonding
10.  Statement of Relevant Experience
11.  Confidentiality Form (*Required by Addendum 1*)
12.  Responsible Bidder Requirement (*Required by Addendum 1*)
13.  County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE (*if applicable*)
14.  Mechanical License (*Required for Mechanical Construction Contract Only*)
15.  Electrical License (*Required for Electrical Construction Contract Only*)
16.  Certified Certificate of Eligibility (*Required for Highway/Site Work Contract Only*)
17.  Sworn Affidavit of Availability (*Required for Highway/Site Work Contract Only*)
18.  MBE/WBE/DBE Participation Plan (*Required for Mechanical, Electrical, and Residential Construction Contracts*)

## ATTACHMENT B

### SECTION 3 – CONTRACT INSURANCE REQUIREMENTS

#### INSURANCE FOR 12-28-340-GC: GENERAL CONSTRUCTION

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability

Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

6) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under

this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

9) **Marine Protective & Indemnity**

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than **\$1,000,000**. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) **Asbestos Abatement Liability**

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than **\$1,000,000** per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) **Owner's and Contractor's Protective Liability**

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than **\$2,000,000** per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract or any extensions thereof. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains

the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-MC: MECHANICAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$ 1,000,000 with the same terms herein.

4) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661

and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following; material stored off-site and in-transit, equipment breakdown, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown and testing, when applicable. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to County property at full replacement cost as a result of the Contract.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, media, data, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.

9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by Cook County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of Cook County to obtain certificates or other insurance evidence from Contractor is not a waiver by Cook County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and Cook County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to Cook County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by the Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-EC: ELECTRICAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

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5) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: material stored off-site and in-transit, equipment breakdown, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, debris removal, loss resulting from faulty workmanship or materials, mechanical-electrical breakdown and testing, when applicable. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to County property at full replacement cost as a result of the Contract.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor.

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When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, media, data, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

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When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. Cook County is to be named as an additional insured.

9) Marine Protective & Indemnity

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

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When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) Owner's and Contractor's Protective Liability

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018, Chicago IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by Cook County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of Cook County to obtain certificates or other insurance evidence from Contractor is not a waiver by Cook County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and Cook County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to Cook County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by the Contractor.

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Contract to the contrary, the Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-SW: HIGHWAY / SITE WORK**

The Contractor must provide and maintain at Contractor's own expense until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long shore and Habor Workers, Jones Act.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to

METRA, attn: Risk Management Director, 547 West Jackson Blvd., Chicago, IL 60661 and the Northern Indiana Commuter Transportation District (NICTD), attn: Senior Attorney, 33 East U.S. Highway 12, Chesterton, IN 46304.

When applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), Attn: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. An insurance binder will be accepted until such time the policy is submitted.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

6) Builders Risk/Installation

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

7) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

8) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

9) **Marine Protective & Indemnity**

When Contractor undertakes any marine operation in connection with this Contract, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

10) **Asbestos Abatement Liability**

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

11) **Owner's and Contractor's Protective Liability**

When any work is to be done that requires Owner's and Contractor's Protective Liability, Contractor must provide, with respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating Cook County as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property. If Owner's and Contractor's Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium. The Contractor will be reimbursed according to Pre-priced task for Reimbursable Fees with an Adjustment Factor of 1.0000 applied ("no adjustment").

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

**12-28-340 ADDENDUM 1 - ATTACHMENT B**

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Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**INSURANCE FOR 12-28-340-RC: RESIDENTIAL CONSTRUCTION**

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

**A. INSURANCE TO BE PROVIDED**

1) **Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$500,000 with the same terms herein.

3) **Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) **Contractors Pollution Liability**

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The Cook County is to be named as an additional insured.

5) **Builders Risk/Installation**

When Contractor undertakes any construction, including improvements, betterments, and/or

repairs, the Contractor must provide All Risk Builders Risk/Installation Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to the following: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

The Contractor is responsible for any loss or damage to County property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

6) Professional Liability

When any architects, engineers or any other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions, must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

8) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Contract, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the Office of the Chief Procurement Officer, 118 North Clark Room 1018 Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the County to obtain certificates or other insurance evidence from Contractor is not a waiver by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide

insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against Cook County, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by Cook County does not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

# ATTACHMENT C

## **PROPOSAL AGREEMENTS**

### BID

The undersigned agrees that the bid deposit of \$25,000 bid is enclosed herewith.

### PERFORMANCE AND PAYMENT BONDS

The undersigned agrees to furnish a Performance and Payment Bond as specified.

### EXAMINATION

The undersigned declares that he has carefully examined the Contract Documents and that he fully understands the detailed requirements of construction and all local conditions affecting the Contract.

### PERFORMANCE

The undersigned agrees to furnish all labor, materials and equipment necessary to complete the work described in, incidental to and in accordance with the Contract Documents for the amount of the Bid herein submitted.

### ACCEPTANCE OF BID PROPOSAL

undersigned further agrees that the Cook County Board of Commissioners have the right to reject any and all bid proposals.

### CONTRACT DOCUMENTS

The undersigned agrees that the Contract Document shall include: advertisement for bids, Book One - Project Information, Instructions to Bidders, and Execution Documents, Book Two - General Conditions, Book Three - Special Conditions, Book Four - the Construction Task Catalog®(CTC, Book Five - Technical Specifications; Contractor's proposal/bids, County's acceptance, Vendor's Certifications, certificate of pre-bid field inspection, Contractor's certificate concerning labor standards and prevailing wage requirements, minority and female participation, performance bond, proposal acceptance, general conditions, special conditions, general requirements, specifications, addenda, general and detailed plans and drawings, and any written agreements required to complete the Work. The undersigned further agrees that the above documents shall be considered one integrated document setting forth the obligations of the parties, including the performance of the Work, the furnishing of labor and materials and the basis of payment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

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

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

Commission expires: \_\_\_\_\_

□

## ATTACHMENT D

### RESPONSIBLE BIDDER REQUIREMENT

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

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The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

# ATTACHMENT E

## CONFIDENTIALITY FORM

CONTRACT FOR WORK  
SOLICITATION NO. 12-28-340

FOR DISCIPLINE: \_\_\_\_\_

To: The County of Cook

**Confidentiality:** All of the reports, pictures, information, or data, prepared or assembled by the Contractor, its employees, and any Subcontractors or Suppliers under this Contract, are confidential. This also includes any reports, pictures, information, or data provided to the Contractor or otherwise learned during the performance of the Work its employees, and any Subcontractors or Suppliers. The Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, pictures, information, or data, to any other individual or organization, without the express written approval by the Cook County Chief Procurement Officer, or authorized designee. This requirement will survive expiration or termination of this Contract.

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: \_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

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

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

Commission expires: \_\_\_\_\_

□