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TO BE EXECUTED IN TRIPLICATE

BOOK 1:

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

SOLICITATION NUMBER: 12-28-340 GC3

**(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: Book1 "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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ADVERTISEMENT FOR BIDS

FOR: COUNTY-WIDE JOB ORDER CONTRACTS

Solicitation Number: 12-28-340

Solicitation #	Discipline	Bid Deposit	Estimated Annual Value	Contract Term	MBE Participation Goal	WBE Participation Goal	DBE Participation Goal (Federal \$ Only)
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. 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

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. n/a 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. n/a 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.cookctyclerk.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[®].
- 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[®] 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[®], 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[®] 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[®]. 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[®] (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:

<i>Discipline</i>	<i>Scope of Work</i>
<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:

Adjustment Factor	% Weight (For Bid Evaluation Only)
<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

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 and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

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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

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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

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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

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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.

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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.

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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.

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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

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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.

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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

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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.

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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
PILEDRIVER		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
ASBESTOS WORKER/INSULATOR		
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
HAZARDOUS MATERIAL HANDLER		
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

BOIL0001-001 01/01/2012

Cook County

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

BRIL0021-001 06/01/2011		

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

BRIL0021-004 06/01/2010		

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

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

BRIL0021-009 06/01/2009		

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

BRIL0021-012 06/01/2009		

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

CARP0555-001 06/01/2012		

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

* CARP0555-002 10/01/2012		

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

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

 ELEC0134-001 06/07/2010

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

 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.

 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.

 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.

 * 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

IRON0001-026 06/01/2012

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

IRON0063-001 06/01/2012

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

IRON0063-002 06/01/2011

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

IRON0136-001 07/01/2012

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

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 (Gunite); 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.

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: Ashpalt 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

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

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

PAIN0014-001 06/01/2012

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

PAIN0027-001 06/01/2012

	Rates	Fringes
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GLAZIER.....	\$ 39.50	27.97

PLAS0005-002 07/01/2012		
	Rates	Fringes
PLASTERER.....	\$ 40.25	22.34

PLAS0502-001 06/01/2012		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 42.35	22.93

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.
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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.

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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:

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

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 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:

0.8701

(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:

0.8962

(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 2G

0.8959

(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. <u>1</u>	Date: <u>12/28/12</u>
Addendum No. <u>2</u>	Date: <u>1/4/13</u>
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

BIDDER NAME:

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

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

BIDDER NAME:

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

Line 1.	Normal Working Hours Adjustment Factor	0.8701
Line 2.	Multiply Line 1 by .60	0.5221
Line 3.	Other Than Normal Working Hours Adjustment Factor	0.8962
Line 4.	Multiply Line 3 by .30	0.2689
Line 5.	Non Pre-priced Adjustment Factor	1.0500
Line 6.	Multiply line 5 by .10 =	0.1050
Line 7.	Combined Adjustment Factor (Add lines 2, 4, and 6)	0.8959
		<u>(Combined Adjustment Factor)</u>

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 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th 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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N/A

**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:

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

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 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th 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:

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:

(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:

(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 2E

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

BIDDER NAME:

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

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 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th 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:

Line 1.	Normal Working Hours Adjustment Factor	_____
Line 2.	Multiply Line 1 by .60	_____
Line 3.	Other Than Normal Working Hours Adjustment Factor	_____
Line 4.	Multiply Line 3 by .30	_____
Line 5.	Non Pre-priced Adjustment Factor	_____
Line 6.	Multiply line 5 by .10 =	_____
Line 7.	Combined Adjustment Factor (Add lines 2, 4, and 6)	_____
		(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 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th 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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N/A

**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:

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

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 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th 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

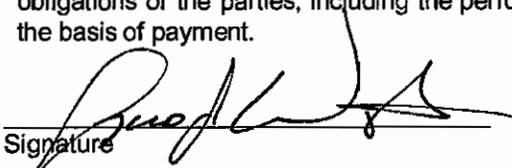
The undersigned agrees to furnish all labor, materials and equipment necessary to complete the work described in, incidental to and in accordance with the Contract Documents for the amount of the Bid herein submitted.

ACCEPTANCE OF BID PROPOSAL

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

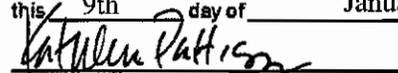
CONTRACT DOCUMENTS

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, Agent/Vice President
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

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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 12-28-304-GC F.H. Paschen, S.N. Nielsen & Associates LLC
(NUMBER) (BIDDER)

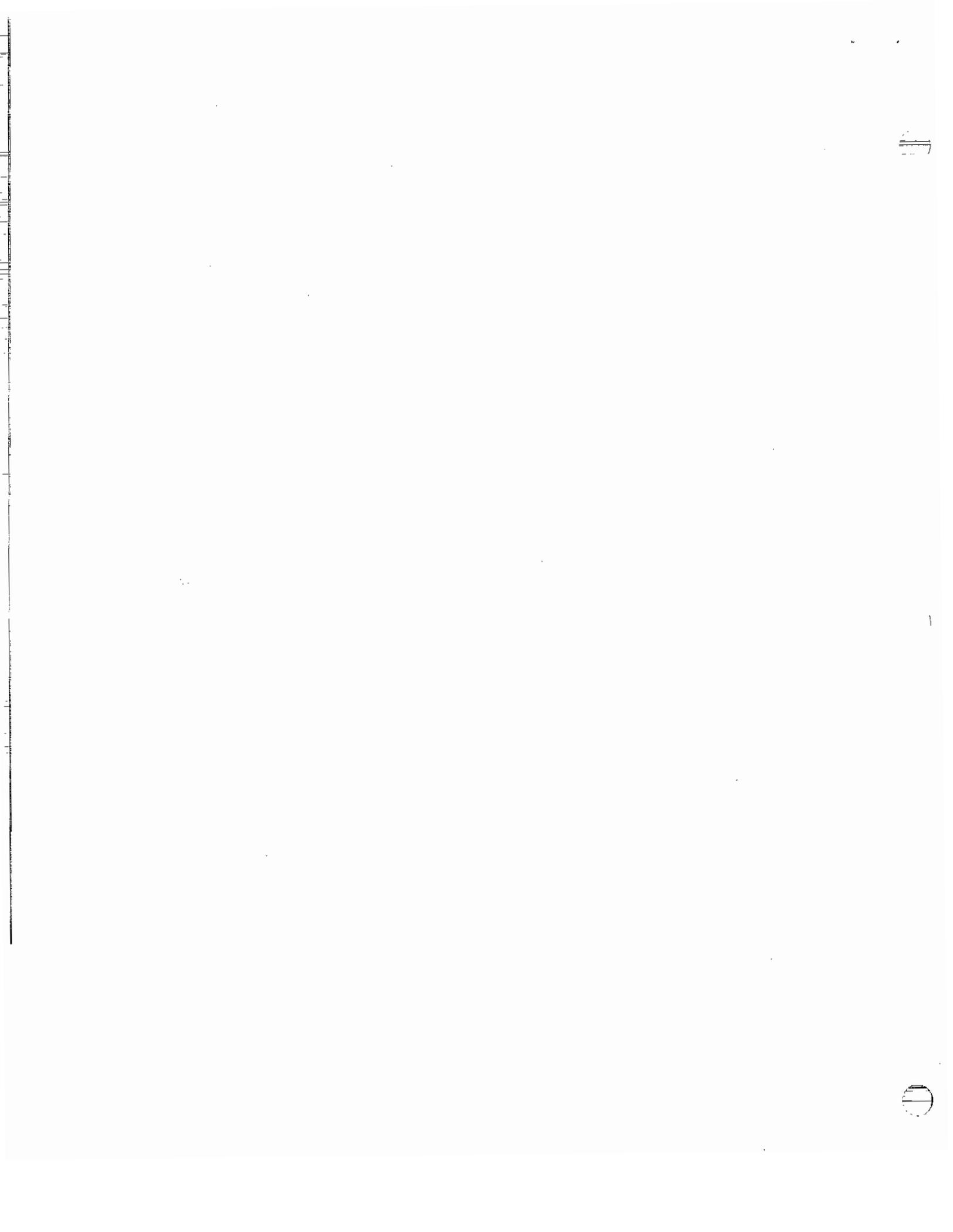
The penalty of this bond is to be \$ One Hundred Percent of Amount Bid (100% of Bid)
(TOTAL DOLLAR AMOUNT OF CONTRACT)

Adrienne C. Stevenson
(SURETY COMPANY'S AUTHORIZED SIGNATURE)

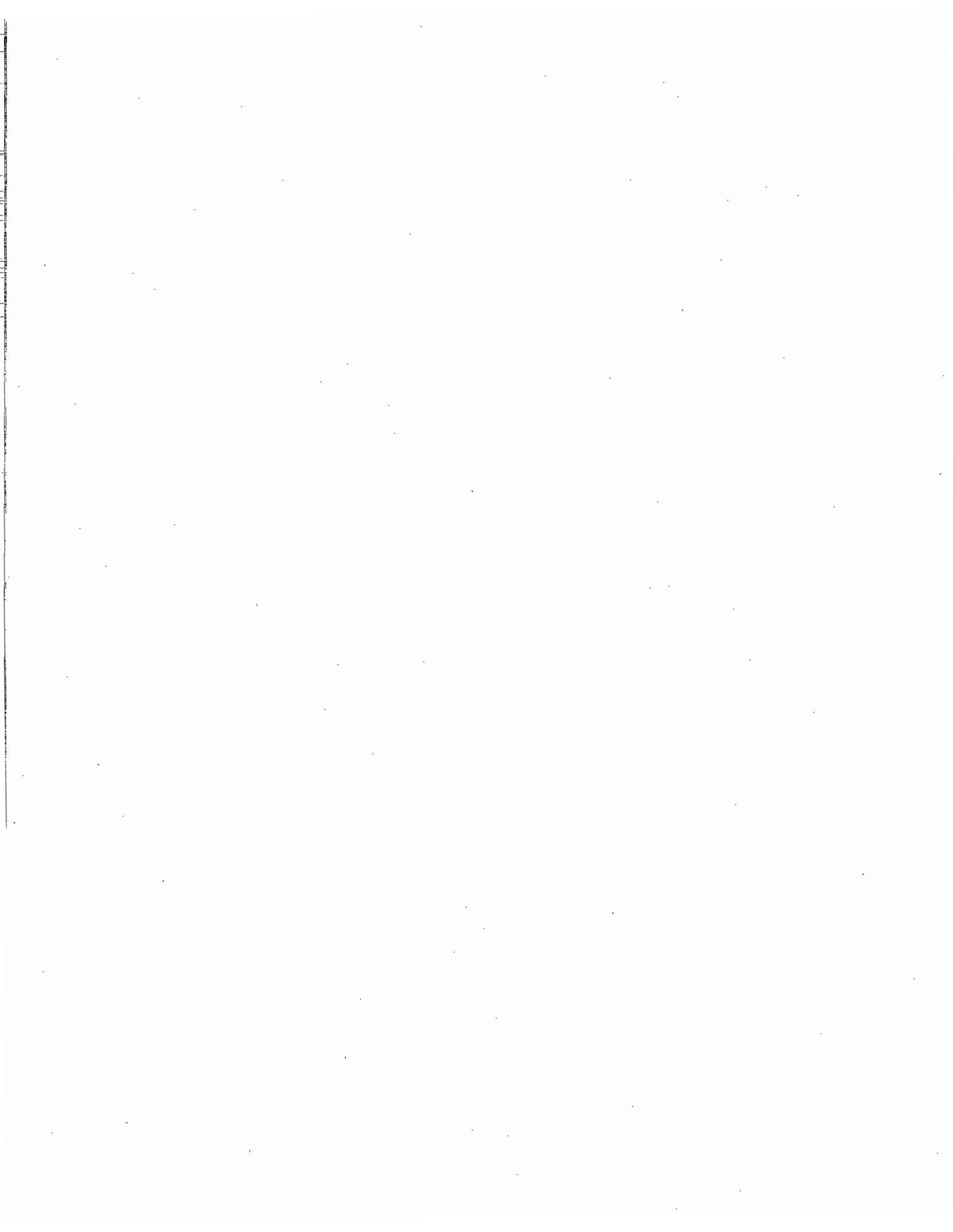
SURETY
CORPORATE
SEAL

Adrienne C. Stevenson
(ATTORNEY IN FACT)

002128 20443
AMB# NAIC #



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MBE/WBE/DBE COMMITMENT FORM

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

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

Proposal Submitted by:

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

5515 N. East River Road

Chicago, IL 60656

To: The County of Cook

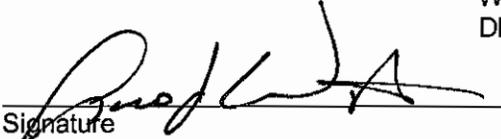
Indicate if your firm is a certified minority-owned business Yes No
If "Yes", please attach a copy of certification

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

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

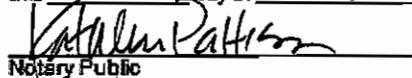
Leo J. Wright, Agent/Vice President
Name (Type or Print)

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:



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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 AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

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

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

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

Privilege Information:

County Privilege: Office of Capital Planning and Policy
County Department: Purchasing

Applicant Information:

Last name: Paschen First Name: Frank MI: H
SS# (Last Four Digits): 7 6 7 1
Street Address: 5515 N. East River Road
City: Chicago State: IL Zip: 60656
Home Phone: (773) 444 - 3474 Drivers License No: None

Child Support Obligation Information:

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

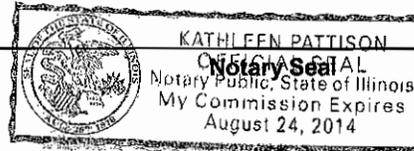
- X A. The Applicant has no judicially or administratively ordered child support obligations.
B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
C. The Applicant is delinquent in paying judicially or administratively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

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

Signature: Leo J. Wright, Agent/Vice President Date: 1/9/13

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

X Kathleen Pattison
Notary Public Signature



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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



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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

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: 12-28-340GC

Contract Title: General Construction County-Wide Job Order Contract, Cook County

Name of Owner/Employee: Leo J. Wright Title: Agent/Vice President

Business Entity Name: F.H. Paschen, S.N. Nielsen & Associates LLC Phone: 773.444.3474

Business Entity Address: 5515 N. East River Road, Chicago, IL 60656

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. <u>None</u>	<u></u>	<u></u>
2. <u></u>	<u></u>	<u></u>
3. <u></u>	<u></u>	<u></u>

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.

[Signature] 1/9/13
Owner/Employee's Signature Date

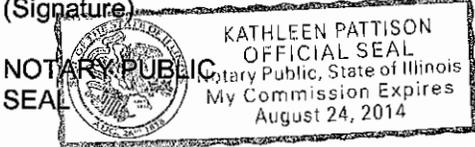
Leo J. Wright, Agent/Vice President

Subscribe and sworn before me this 9th Day of January, 2013

a Notary Public in and for Cook County

[Signature]

(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

1/9/13

Date: _____

Project Number: 12-28-340GC

Project Name: General 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
5515 N. East River Road
Chicago, IL 60656
 - (b) The undersigned is (check one):

_____	Sole Proprietorship
_____	Partnership Corporation
<u> X </u>	Other Organization (Describe)
_____	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		

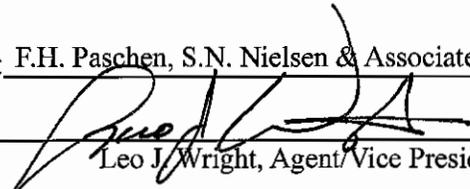
(d) The name and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):

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 J. Wright, Agent/Vice President

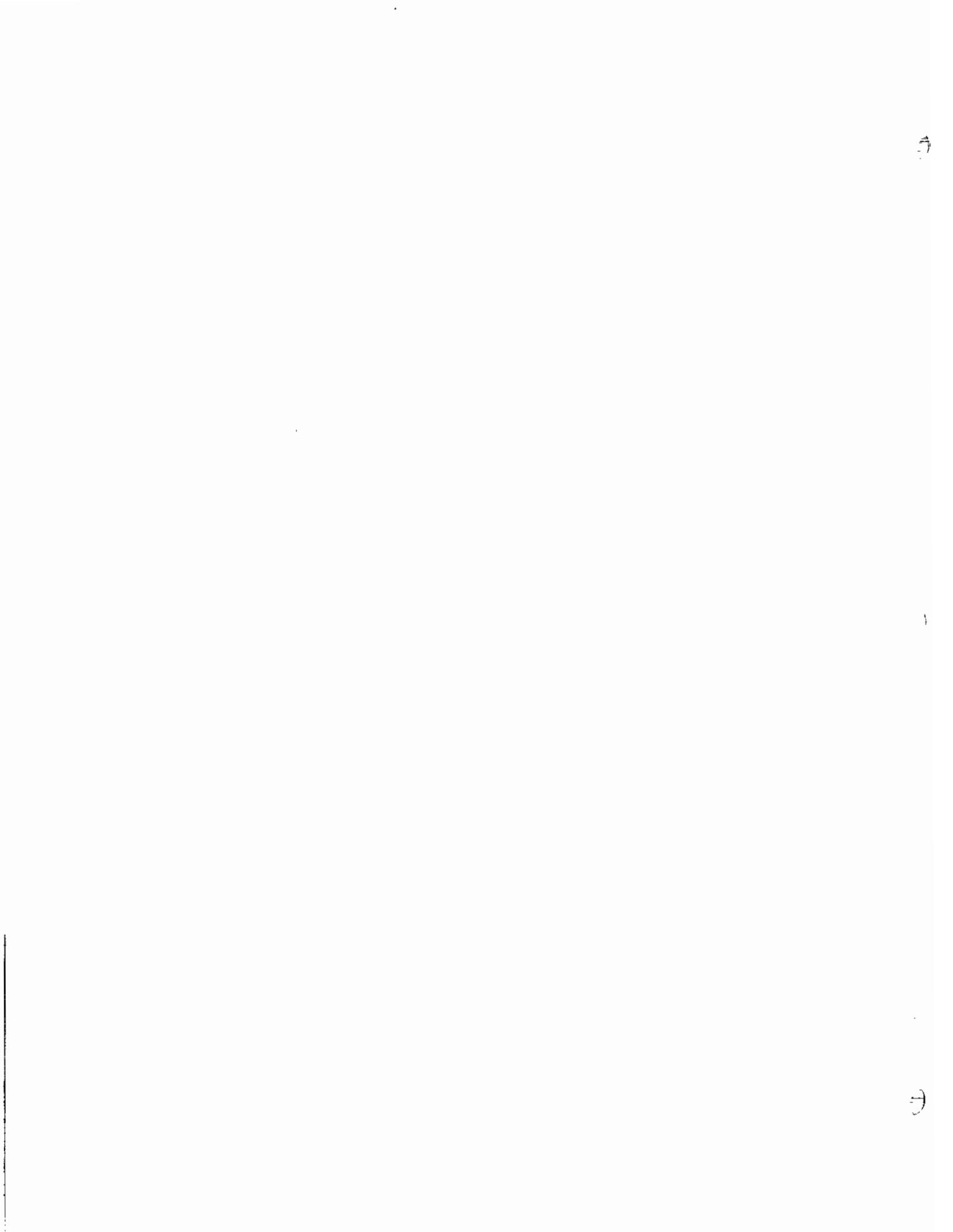
DATE: 1/9/13

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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

Name	Address
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



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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**Signature by a Limited Liability Company
(Section 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the 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: F.H. Paschen, S.N. Nielsen Associates LLC

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

BUSINESS TELEPHONE: 773-444-3474 FAX NUMBER: 773-693-0064

CONTACT PERSON: Leo J. Wright

FEIN: 36-4518443 * CORPORATE FILE NUMBER: 0090148-2

MANAGING MEMBER: Frank H. Paschen MANAGING MEMBER: James V. Blair

**SIGNATURE OF MANAGER: *James V. Blair*
by FHP Management, Inc., Sole Manager, By James V. Blair, Authorized Agent & President

ATTEST: *Jeanette J. Charon*
Jeanette Charon, Secretary, FHP Management, Inc., Manager

Subscribed and sworn to before me this

25th day of January, 2013

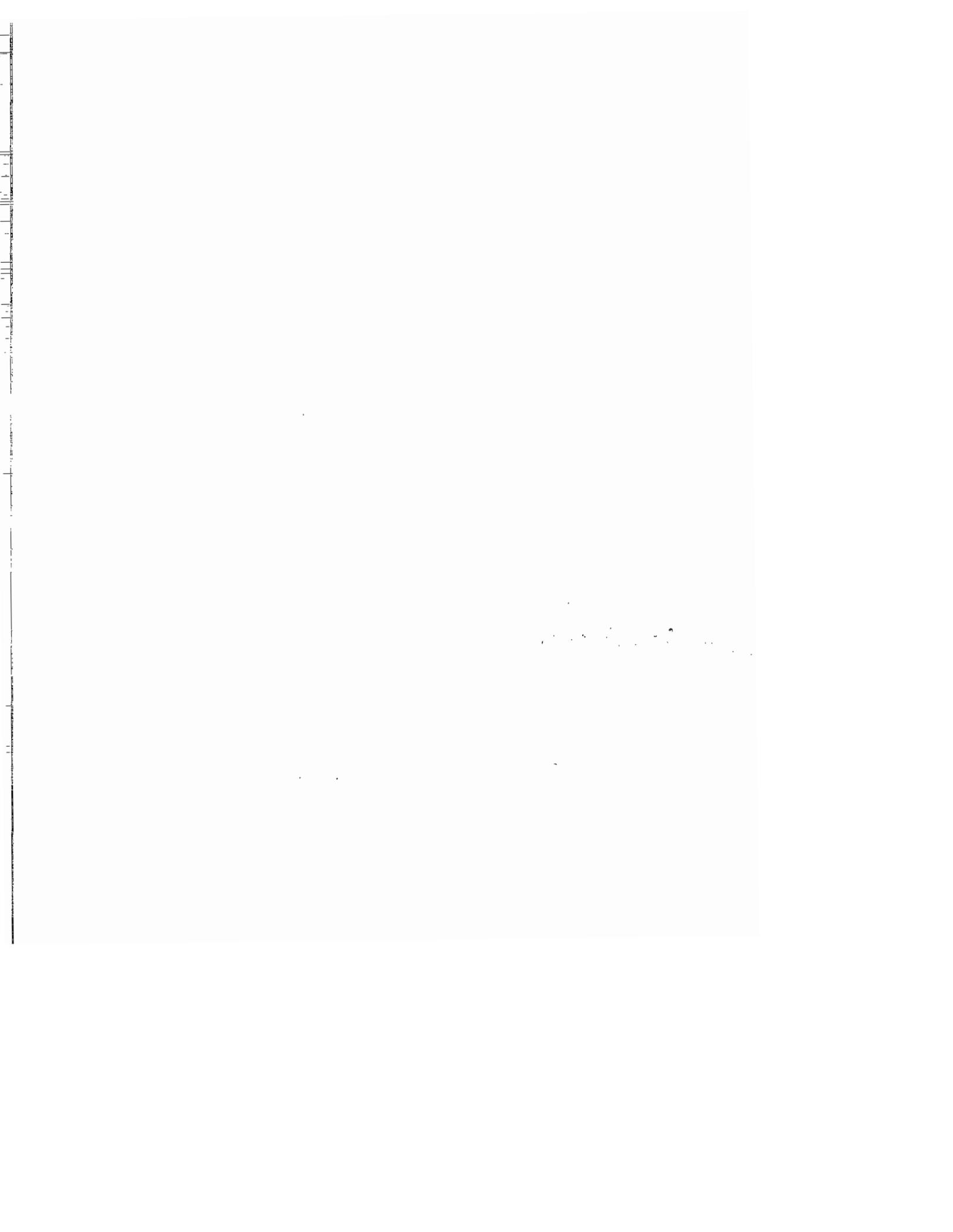
X *Kenya Banks*
Notary Public Signature



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.





Form **LLC-5.5**
January 2000

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756
http://www.sos.state.il.us

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Illinois
Limited Liability Company Act
Articles of Organization



LC0155857

This space for use by Secretary of State

Date 4/21/2003
Assigned File # 00901482
Filing Fee \$400.00
Approved: PMM

This space for use by
Secretary of State

FILE DATE 4/21/2003

JESSE WHITE

SECRETARY OF STATE

1. Limited Liability Company Name: _____

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

(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or L.P.)

2. If transacting business under an assumed name, complete and attach Form LLC-1.20.

3. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)

8725 West Higgins, Suite 200, Chicago, Illinois 60631

4. The Articles of Organization are effective on: (Check one)

a) the filing date, or b) _____ another date later than but not more than 60 days subsequent to the filing date: _____
(month, day, year)

5. The registered agent's name and registered office address is:

Registered agent:	<u>Edward</u>	<u>J.</u>	<u>Burke</u>
	<i>First Name</i>	<i>Middle Initial</i>	<i>Last Name</i>
Registered Office:	<u>70</u>	<u>West Madison Street</u>	<u>4300</u>
(P.O. Box and c/o are unacceptable)	<i>Number</i>	<i>Street</i>	<i>Suite #</i>
	<u>Chicago</u>	<u>60602</u>	<u>Cook</u>
	<i>City</i>	<i>ZIP Code</i>	<i>County</i>

6. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065).

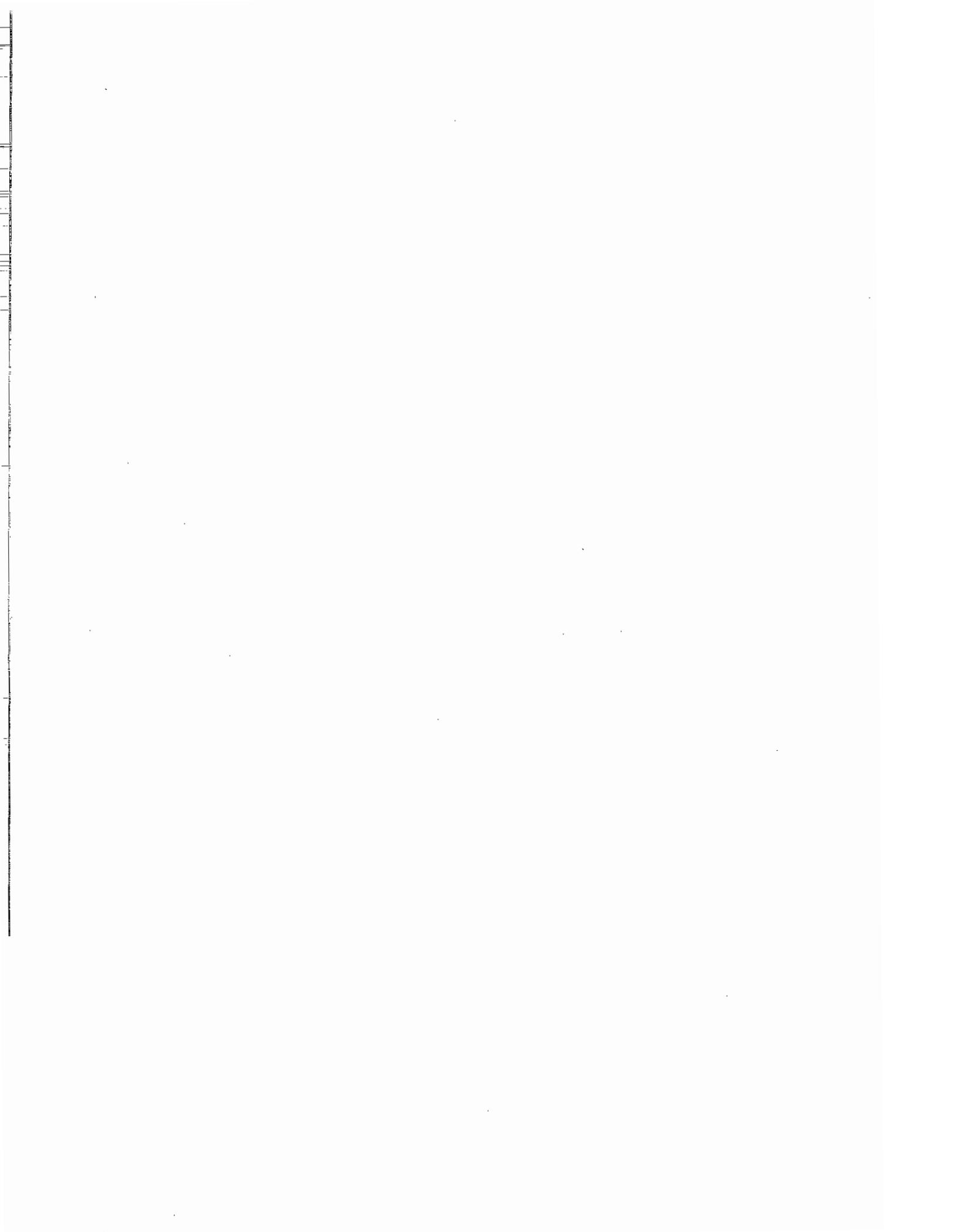
(If not sufficient space to cover this point, add one or more sheets of this size.)

"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."

To conduct a general contracting and construction business, including the constructing, enlarging, repairing, removing, or otherwise engaging in work upon buildings, roads, highways, manufacturing plants, bridges, piers, docks, mines, shafts, waterworks, railroads, railway structures; all iron, steel, wood, masonry and earth construction; to extend and receive any contracts or assignments of contracts in respect to the business; and, to manufacture and furnish building materials and supplies in respect to the business.

7. The latest date, if any, upon which the company is to dissolve 12-31-2075
(month, day, year)

Any other events of dissolution enumerated on an attachment. (Optional)



LLC-5.5

8. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

If yes, state the provisions(s) from the ILLCA. Yes No

9. a) Management is by manager(s); Yes No
 If yes, list names and business addresses.

FHP Management, Inc.
 8725 West Higgins
 Suite 200
 Chicago, Illinois 60631
 6280 259 6

b) Management is vested in the member(s); Yes No
 If yes, list names and addresses.

10. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated April 3, 2003
 (Month/Day) (Year)

Signature(s) and Name(s) of Organizer(s)

Business Address(es)

1. 
 Signature
 Timothy J. Pearson
 (Type or print name and title)
~~FHP Management, Inc.~~
 (Name if a corporation or other entity)

2. _____
 Signature
 (Type or print name and title)
 (Name if a corporation or other entity)

3. _____
 Signature
 (Type or print name and title)
 (Name if a corporation or other entity)

1. 8725 West Higgins Suite 200
 Number Street
 Chicago
 City/Town
 Illinois 60631
 State ZIP Code

2. _____
 Number Street
 City/Town
 State ZIP Code

3. _____
 Number Street
 City/Town
 State ZIP Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)



CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution issued by FHP Management, Inc. on July 14, 2010, the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC.

"RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for execution of the construction of the various projects bid by F. H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen	Agent
James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
Lyle Shear	Agent
W. Mark Barkowski	Agent
Christian D. Blake	Agent
Charles Freiheit	Agent
Douglas Pelletier	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
Leo J. Wright	Agent
Jeanette T. Charon	Agent
David P. Roy	Agent

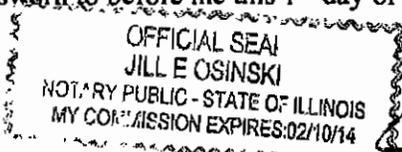
I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 1st day of May, 2012.

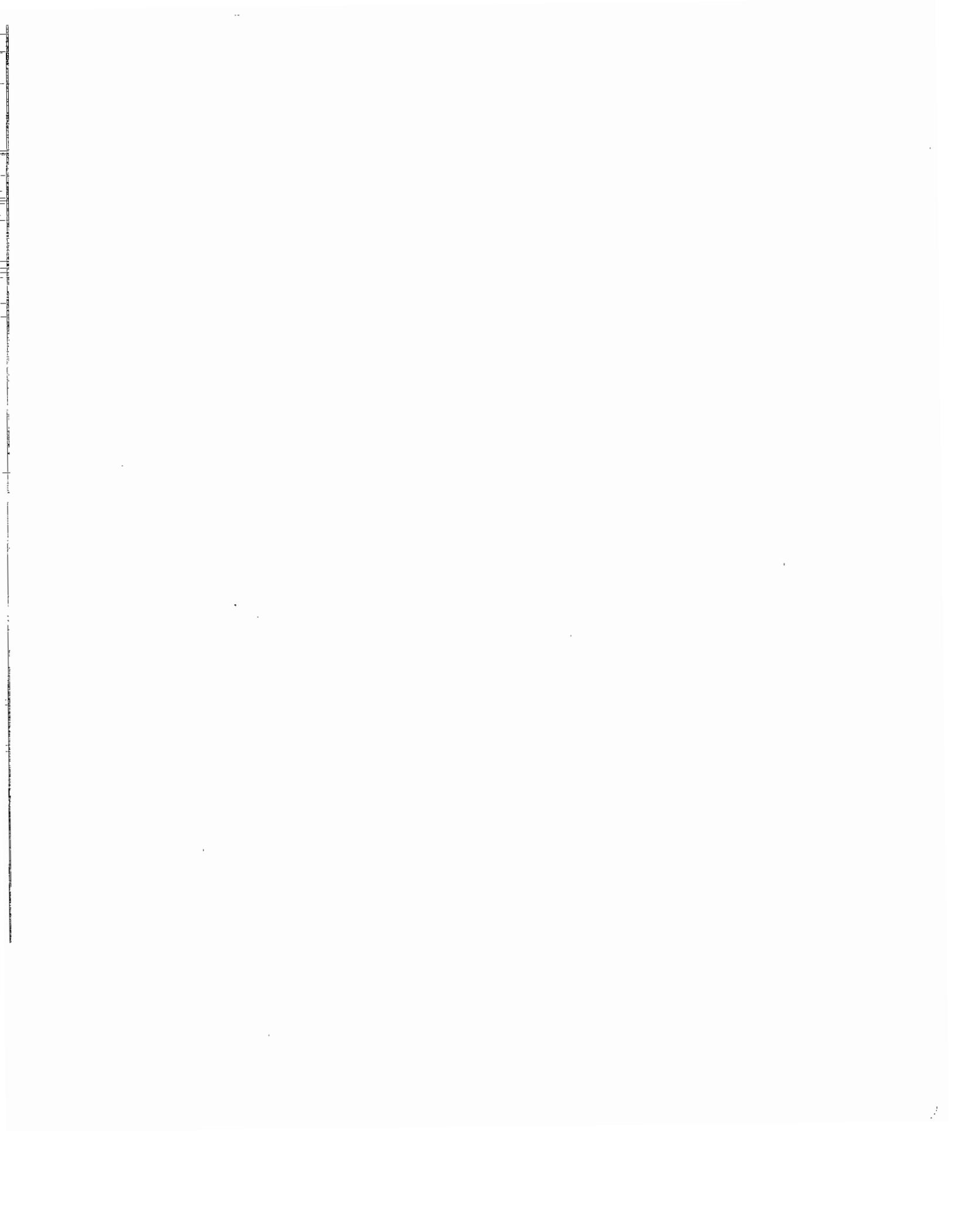

Jeanette T. Charon
Secretary

State of Illinois
County of Cook

Subscribed and sworn to before me this 1st day of May, 2012.




Notary Public



COPY

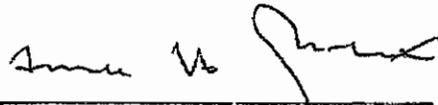
**ACTION BY UNANIMOUS CONSENT OF THE
SOLE DIRECTOR OF FHP MANAGEMENT , INC.**

The undersigned, being the Sole Director of FHP Management, Inc., a corporation organized under the laws of the State of Illinois, does hereby take the following action without a meeting pursuant to the authority of the Illinois Business Corporation Act, as follows:

Resolved, that the following are hereby authorized to execute and deliver for and on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, joint venture agreements, construction contracts, change orders, bid bonds, payment and performance bonds, and any and all documents, instruments and papers which in their discretion may be necessary, expedient or proper for execution of the construction of the various projects bid by F.H. Paschen, S.N. Nielsen & Associates LLC.

Frank H. Paschen	Agent
James V. Blair	Agent
Jeanette Charon	Agent
Joseph V. Scarpelli	Agent
W. Mark Barkowski	Agent
Robert F. Zitek	Agent
Leo Wright	Agent
Timothy B. Stone	Agent
James Habschmidt	Agent

Resolved further, that the Chairman, Chief Executive Officer, President, Chief Financial Officer, Treasurer, Secretary and each Assistant Secretary of the Corporation is authorized to certify the foregoing resolution to any third party to further the business operations of the Company and business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.



Frank H. Paschen, Sole Director

Dated; July 14, 2010



1



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 GC3

OR

ITEM(S), SECTION(S), PART(S): _____

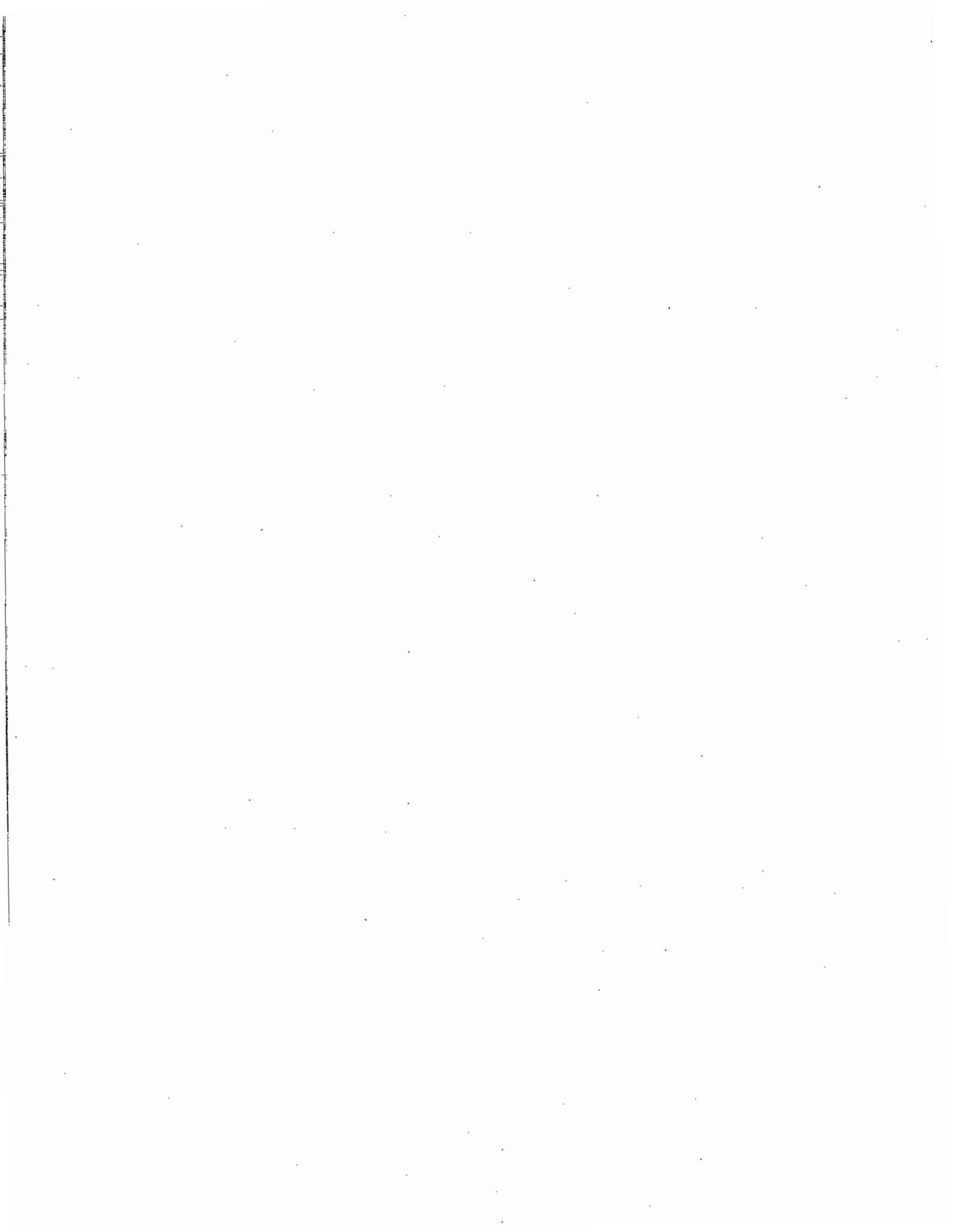
TOTAL AMOUNT OF CONTRACT: \$ 3,000,000.00 / year
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

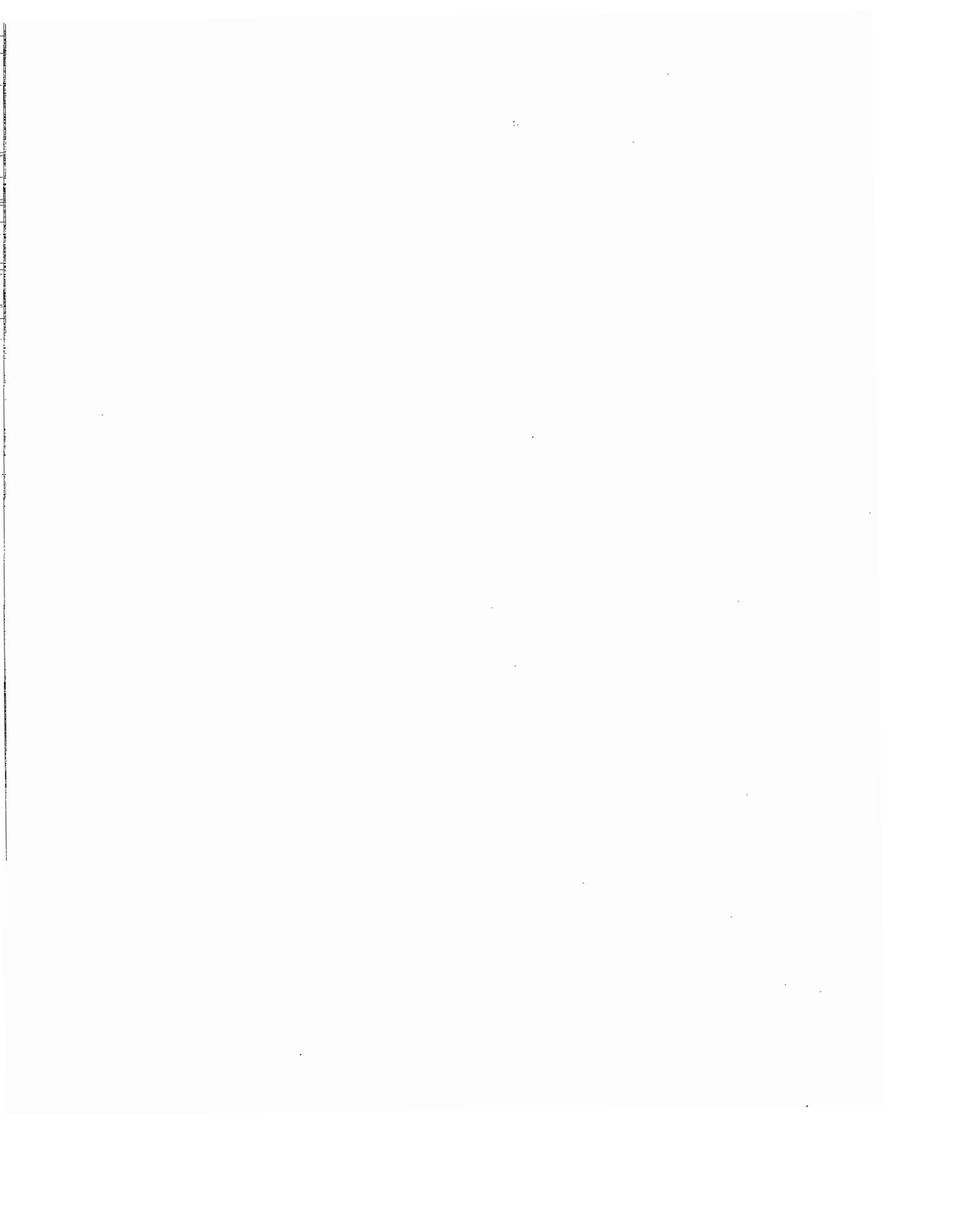
APPROVED AS TO FORM:



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

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)

F.H. Paschen, S.N. Nielsen & Associates LLC
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; General Construction
Solicitation Number: 12-28-340-GC

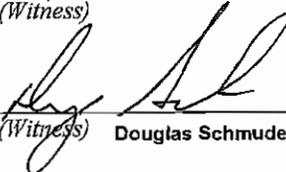
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

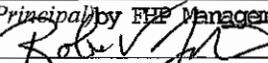
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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

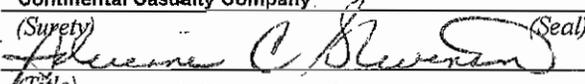

(Witness)


(Witness) Douglas Schumde

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

(Principal) by  F.H. Management, Inc., Sole Manager

(Title) Robert F. Zitek, Authorized Agent & Sr. V.P.
Continental Casualty Company.

(Surety)  *(Seal)*
(Title) Adrienne C. Stevenson, 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.



STATE OF ILLINOIS
COUNTY OF COOK

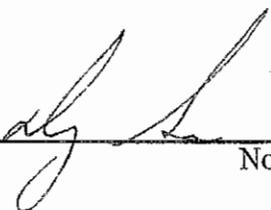
I, Douglas Schmu a notary Public in and for said County, do hereby certify that
Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to
be the same person whose name is subscribed to the foregoing instrument, appeared before me
this day in person, and acknowledged that they signed, sealed, and delivered said instrument
for and on behalf of

CONTINENTAL CASUALTY COMPANY

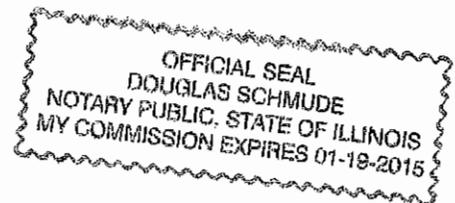
for the uses and purposed therein set forth.

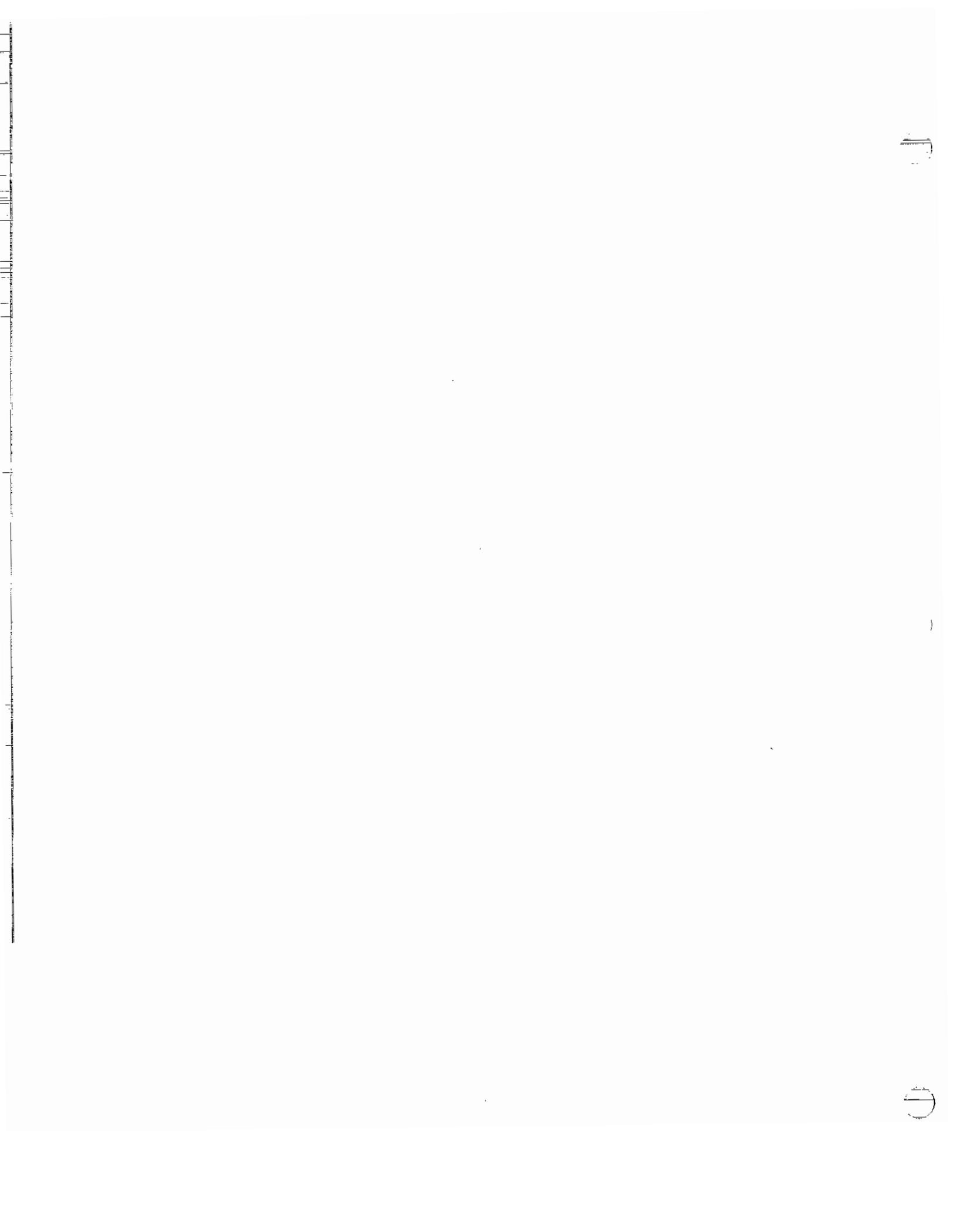
Given under my hand and notarial seal at my office in the City of Chicago in said County,

this 9th day of January 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.

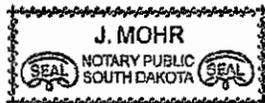


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

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

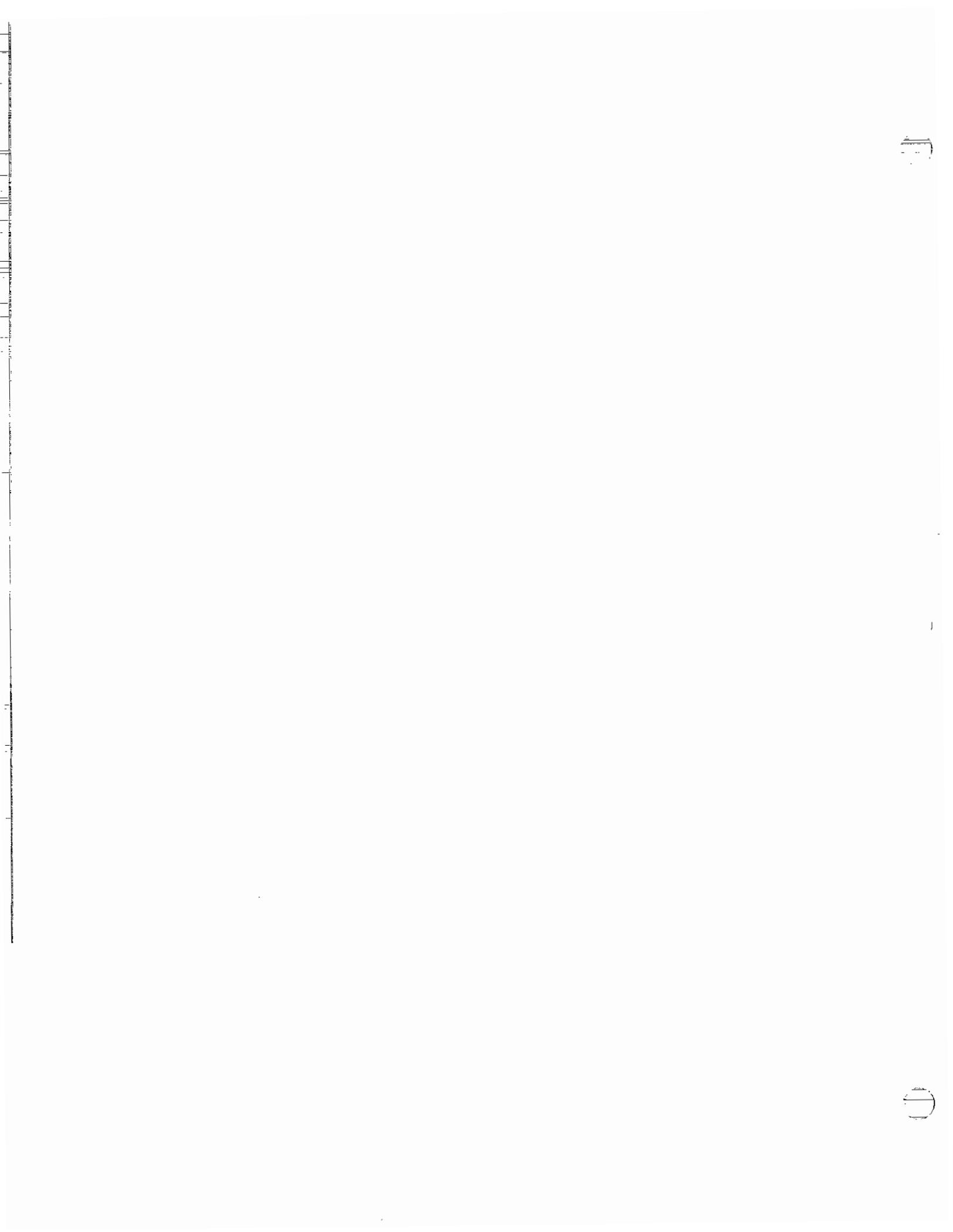
CERTIFICATE

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 9th 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 25th 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 25th 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:

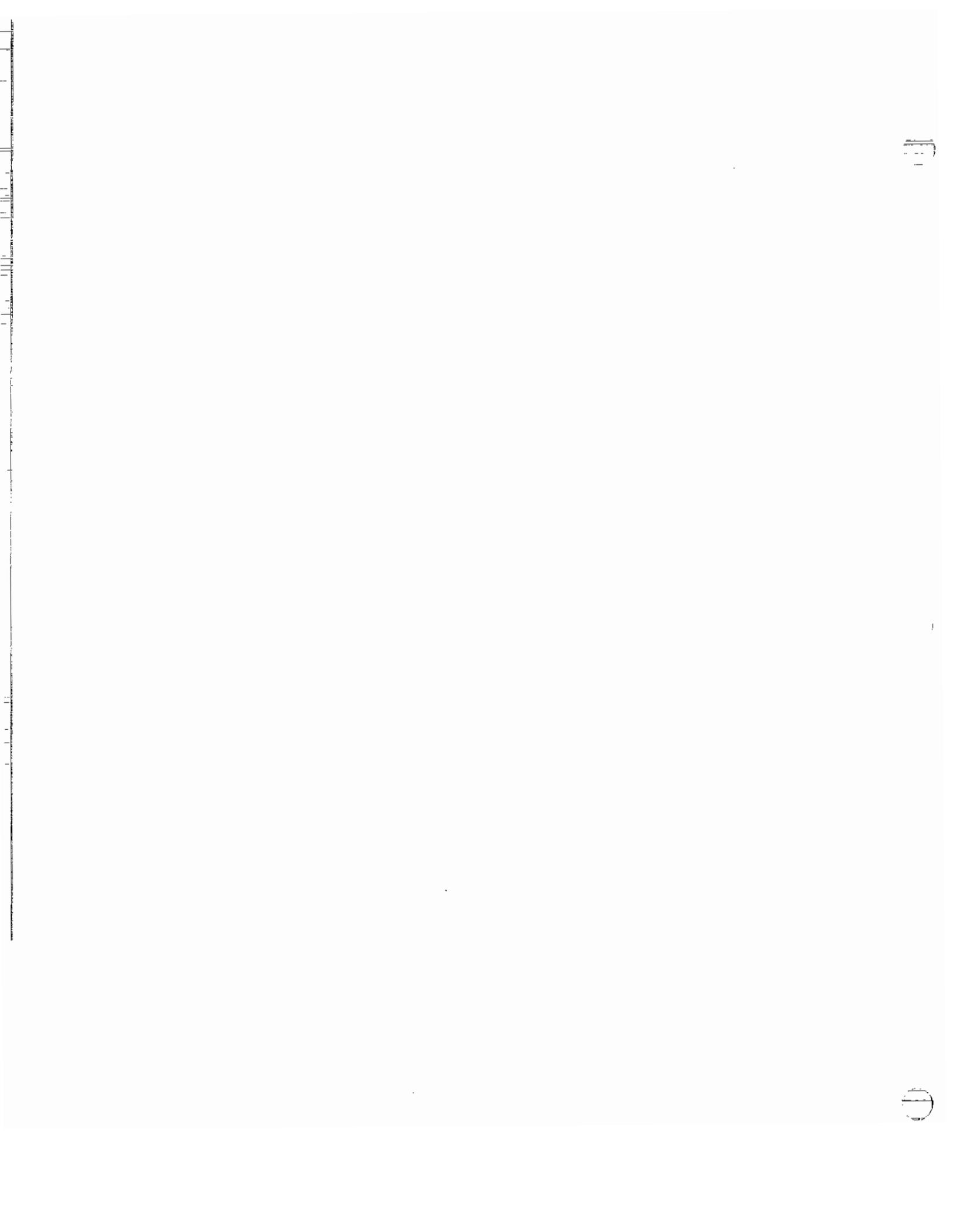
"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be 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 25th 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."



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.

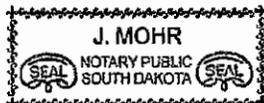


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

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 9th 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

1

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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 25th 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 25th 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 25th 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."



RELEVANT EXPERIENCE

List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

Project Information

Project Name: Area 2 Police Facade Renovation - FHP 1436-017
 Project Location: 727 E. 111th St., Chicago, Illinois
 Project Type: JOC Project, General Construction Renovation
 Description of Work: 2 phase total replacement of the building facade with a new glass spandrel system. All construction took place in the occupied active police station. This project is a part of the \$48 million, six year Job Order Contract with the Department of General Services.

Bidder's Role: General Contractor Subcontractor
CHECK ALL THAT APPLY Joint Venture Design-Builder

Client Information

Client: Chicago Department of General Services / 2FM
 Address: 30 N. LaSalle, Chicago, Illinois 60602
 Client Reference: Art Andros JOC Coordinator (312) 742-3850
NAME TITLE AREA CODE & PHONE NO

Architect Information

Architect: AECOM
 Address: 303 E. Wacker Drive, Suite 900, Chicago, Illinois
 Architect Reference: George Geldis Project Manager (312) 373-7754
NAME TITLE AREA CODE & PHONE NO.

Contract Information

Contract Type Contract for Work Design-Build
 Original Contract Amount: \$3,498,797 Phase 1, \$4,581,848 Phase II
 Final Contract Amount: \$8,080,645 Phases 1 & 2 Total
 Original Completion Schedule: 3/31/10
 Actual Completion Schedule: 3/31/10



BEFORE



AFTER

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List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

Project Information

Project Name: Reconstruction Work for 3T MRI Room - FHP 1565-001

Project Location: 1801 W. Taylor St, Chicago, IL

Project Type: JOC Contract - General Construction Renovation

Description of Work: Removal and replacement of an MRI machine with room and building system renovations and installations. The existing space was modified to accommodate the new MRI equipment and a chiller was placed on the 4th floor roof with piping running down to the first floor. Additional chillers and piping for future MRI rooms were also installed. This project is a part of the \$10 million, five year Job Order Contract with UIC.

Bidder's Role: General Contractor X Subcontractor
CHECK ALL THAT APPLY Joint Venture Design-Builder

Client Information

Client: University of Illinois - Chicago

Address: 1140 South Morgan Street, Suite 125, Chicago, IL 60607-7143

Client Reference: Jo Le Mieux-Murphy Assistant Director (312) 996-2130
NAME TITLE AREA CODE & PHONE NO

Architect Information

Architect: Affiliated Engineers Inc.

Address: 10 S. LaSalle St., Suite 2700, Chicago, Illinois

Architect Reference: Larry Wilson, P.E. Project Manager (312) 977-2828
NAME TITLE AREA CODE & PHONE NO.

Contract Information

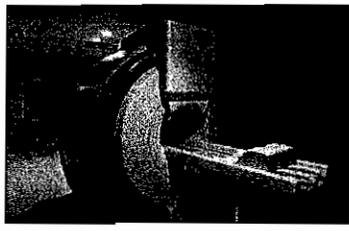
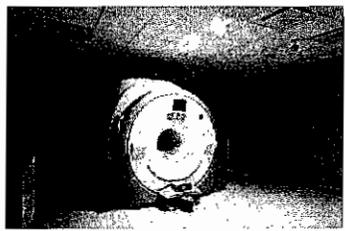
Contract Type Contract for Work X Design-Build

Original Contract Amount: \$237,006

Final Contract Amount: \$237,006

Original Completion Schedule: 5/9/12

Actual Completion Schedule: 5/9/12



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List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

Project Information

Project Name: City Colleges District Office Lobby and Security Renovation - FHP 1470-014

Project Location: 226 W. Jackson Blvd., Chicago, Illinois

Project Type: JOC Project, General Construction Renovation

Description of Work: Interior renovation including new lighting, stair handrail system, casework & granite tops, security desk, glass panels for graphic displays, wood panels at column enclosure, lighted signage, and creation of a security command room, office and storage area. This project is a part of the \$24 million, four term Job Order Contract with City Colleges.

Bidder's Role: CHECK ALL THAT APPLY
General Contractor Subcontractor
Joint Venture Design-Builder

Client Information

Client: City Colleges of Chicago

Address: 226 W. Jackson, Chicago, IL 60606

Client Reference: John Sugrue Director of Facilities & Plant Mgmt 312-553-3324
NAME TITLE AREA CODE & PHONE NO

Architect Information

Architect: Wight & Co.

Address: 211 N. Clinton Ave., Chicago, Illinois

Architect Reference: Dustin Sammarco Architect (312) 261-5700
NAME TITLE AREA CODE & PHONE NO.

Contract Information

Contract Type: Contract for Work Design-Build

Original Contract Amount: \$499,000

Final Contract Amount: \$499,000

Original Completion Schedule: 11/26/12

Actual Completion Schedule: 11/26/12



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List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

Provide the information in the following format. Include photographs and other standard project information. All information must be printed, clear and legible. References must be available / accessible.

Project Information

Project Name: Kindred Behavioral Unit Shower and Bathrooms Reconstruction - FHP 1567-005

Project Location: 2544 West Montrose, Chicago, Illinois

Project Type: Healthcare - Renovation

Description of Work The renovation of the men's and women's showers and bathrooms, located in the center of the Behavioral Unit Floor was completed in two phases due to the occupied patient areas. Special procedures were in place at the entrance/exit of the construction areas to comply with healthcare standards. Work included the installation of anti ligature fixtures and accessories, drain lines for the plumbing work was completed in the HAU Unit on the floor below, and upgrades to the mechanical ductwork for the bathroom exhaust took place.

Bidder's Role: CHECK ALL THAT APPLY
General Contractor Subcontractor
Joint Venture Design-Builder

Client Information

Client: Kindred Healthcare

Address: 680 S. Fourth St., Chicago, Illinois

Client Reference: Robbie Stevenson Midwest Construction Manager (502) 596-6161
NAME TITLE AREA CODE &PHONE NO

Architect Information

Architect: Belli & Belli

Address: 39 S. Milwaukee Ave.

Architect Reference: Allan Belli Architect (847) 520-1700
NAME TITLE AREA CODE &PHONE NO.

Contract Information

Contract Type Contract for Work Design-Build

Original Contract Amount: \$313,989

Final Contract Amount: \$313,989

Original Completion Schedule: 12/21/12

Actual Completion Schedule: 12/21/12



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COUNTY OF COOK OFFICE OF CONTRACT COMPLIANCE AFFIDAVIT OF JOINT VENTURE N/A
(MBE/WBE)

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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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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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: \$ _____

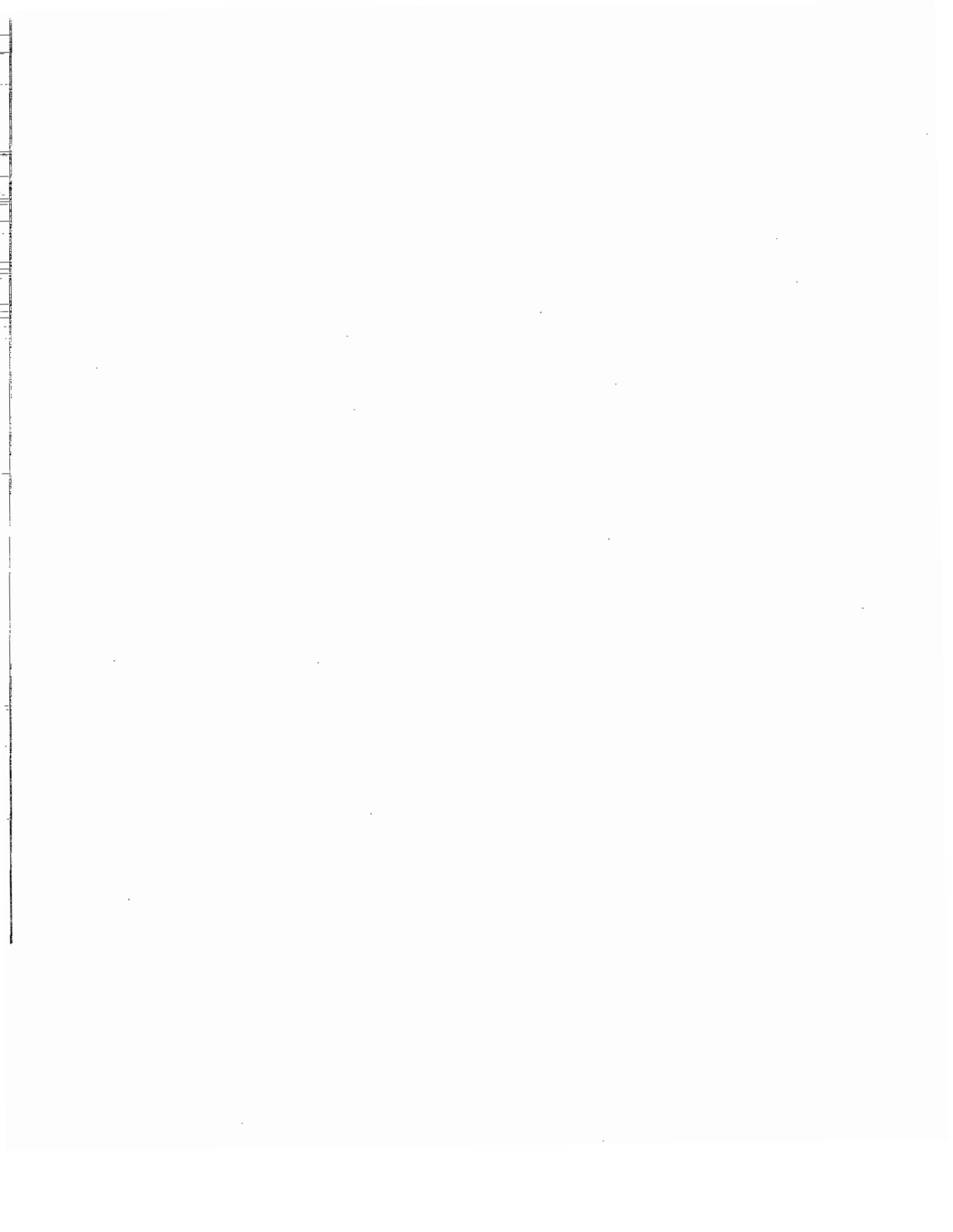
Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

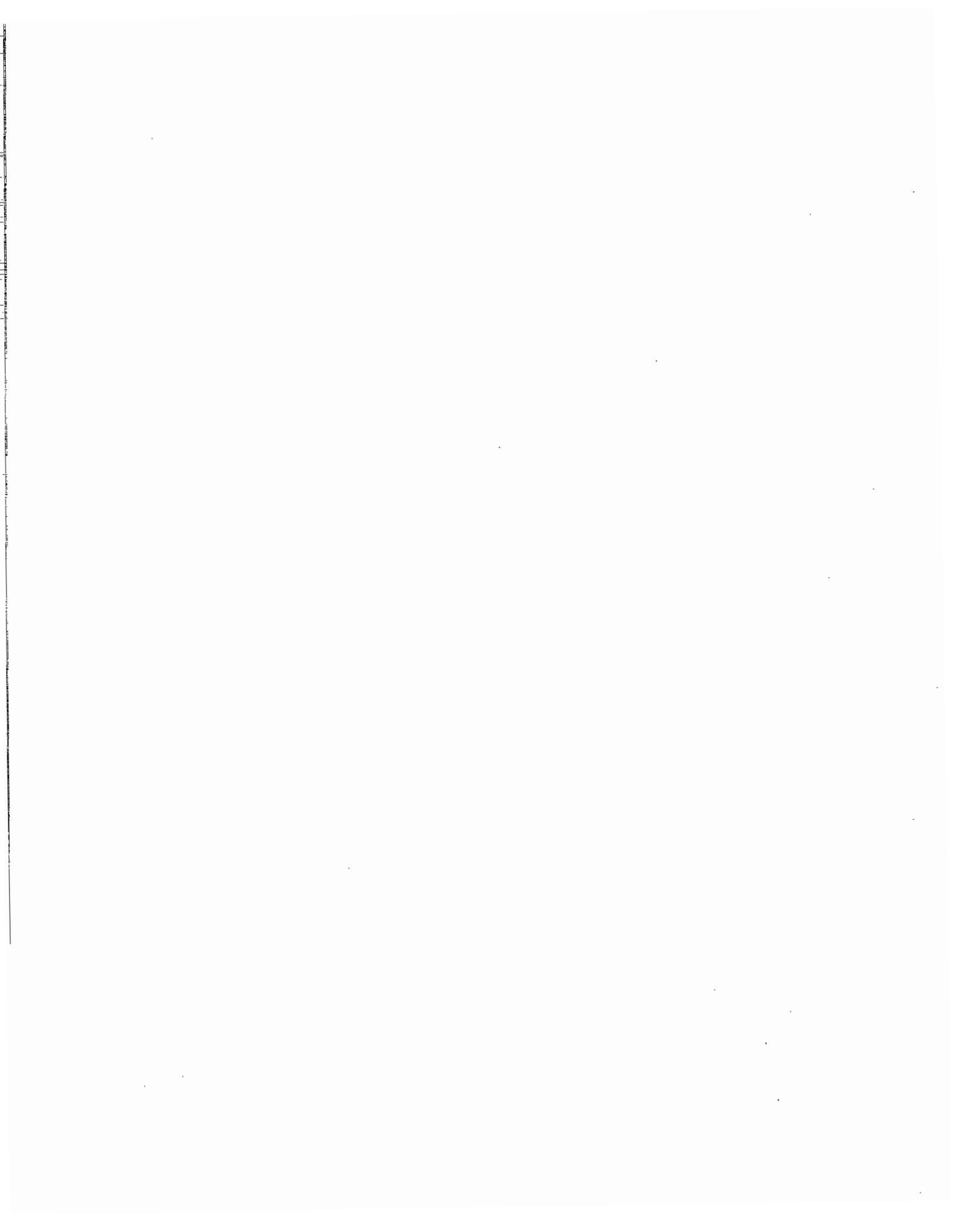
*Letter of Certification attached? Yes _____ No _____

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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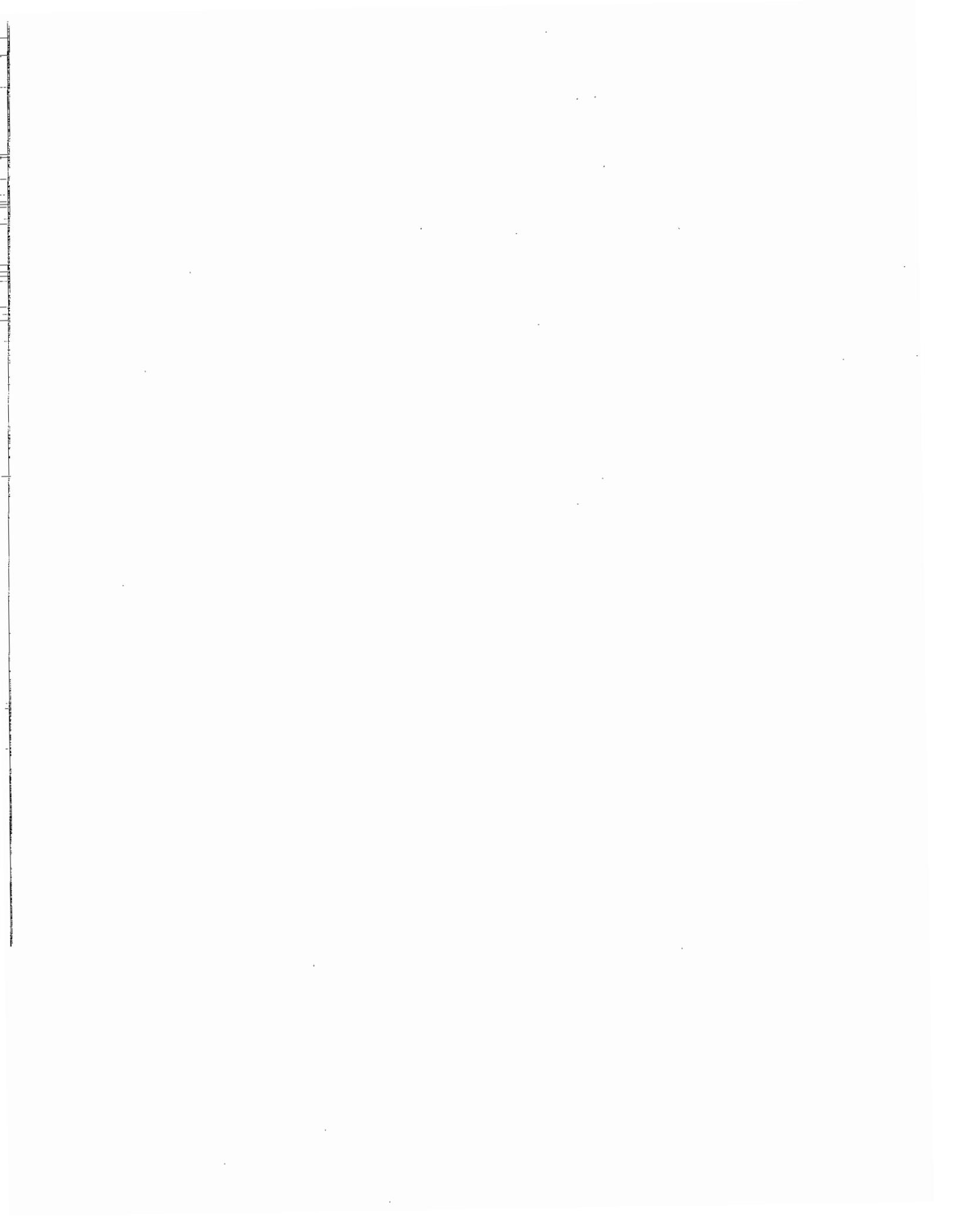


EXHIBIT C - PETITION FOR WAIVER OF MBE/WBE PARTICIPATION

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.

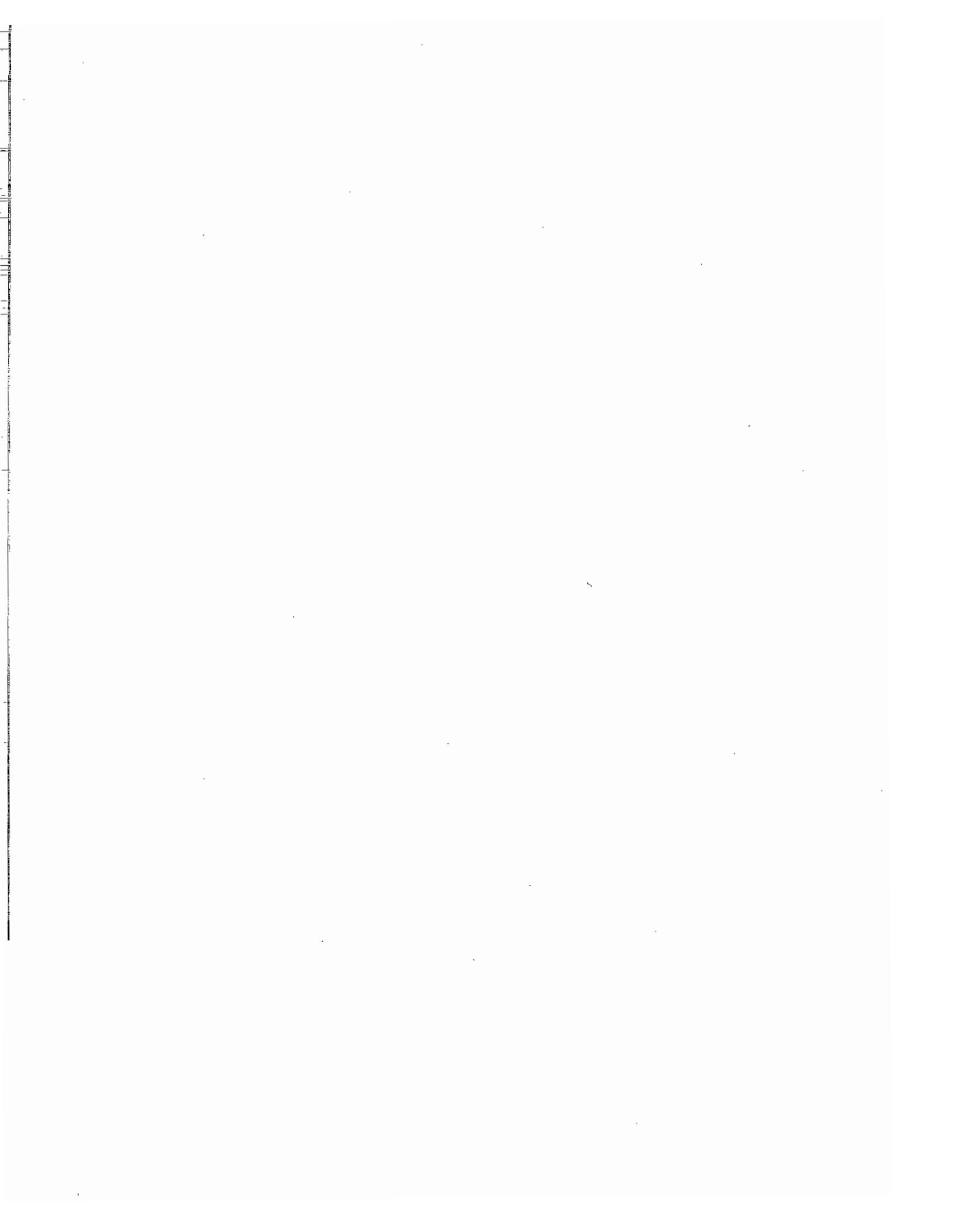
- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the 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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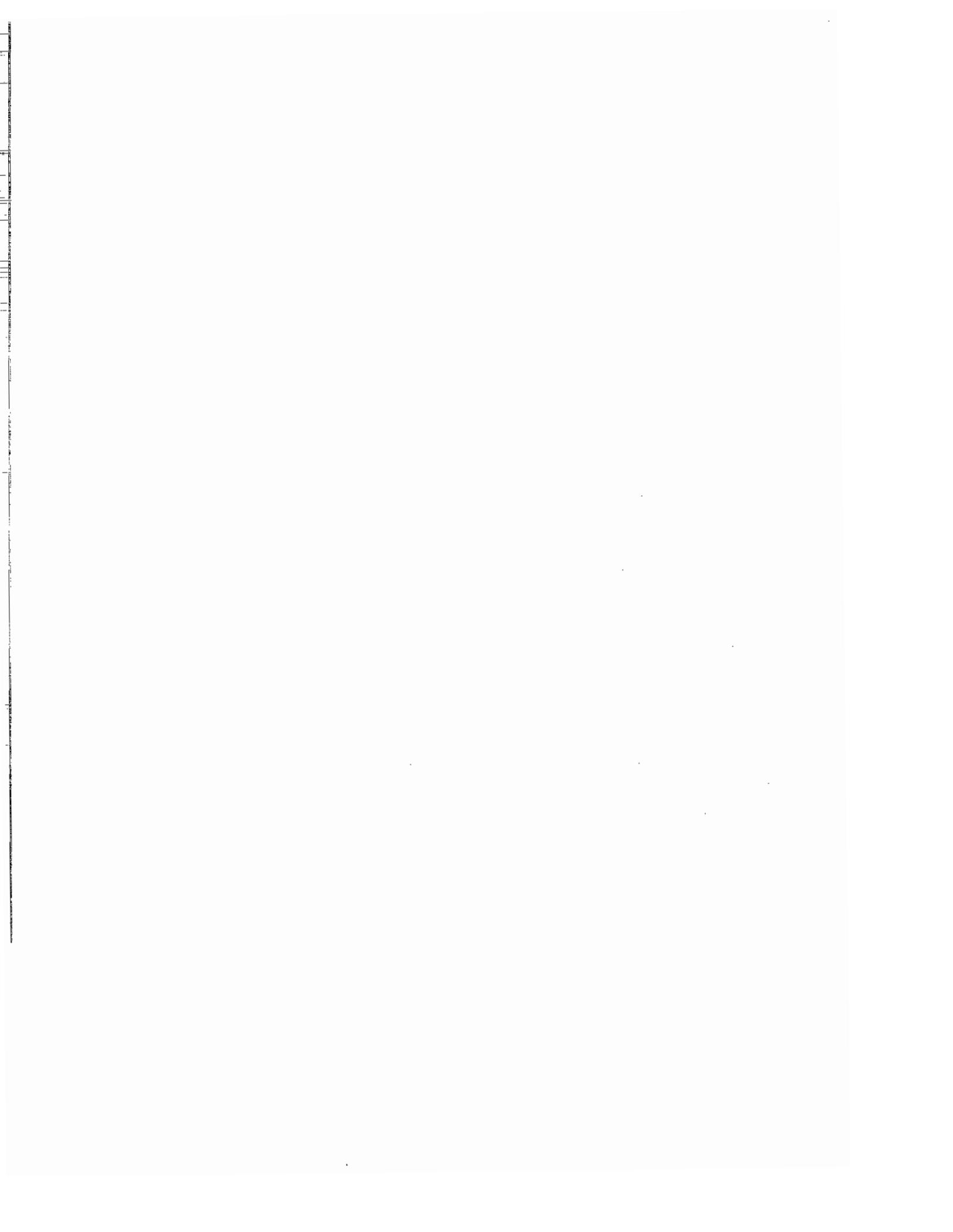


EXHIBIT D - DISCLOSURE OF OTHER NON-CERTIFIED SUBCONTRACTORS / SUPPLIERS

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: _____