

AMENDMENT NO. 7

This Amendment modifies Contract No. 1685-15506, for Professional Architectural and Engineering Services- Department of Correction Division 1 & Division 1A Demolition by and between the County of Cook, Illinois, herein referred to as "County" and Milhouse Engineering & Construction, Inc., authorized to do business in the State of Illinois hereinafter referred to as "Contractor":

RECITALS

Whereas, the County and Contractor have entered into a Contract approved by the County Board on January 18, 2017, (hereinafter referred to as the "Contract"), wherein the Contractor is to provide Professional Architectural and Engineering Services- Department of Correction Division 1 & Division 1A Demolition (hereinafter referred to as the "Services") from January 25, 2017 through April 24, 2020, in an amount not to exceed \$866,546.33; and

Whereas, Amendment No. 1 was executed by the Chief Procurement Officer on May 18, 2018 to increase the contract in the amount of \$27,485.00 and the Total Contract Amount was revised to \$894,031.33; and

Whereas, Amendment No. 2 was executed by the Chief Procurement Officer on January 22, 2019, to increase the contract, in the amount of \$34,575.20 and the Total Contract Amount was revised to \$928,606.53; and

Whereas, Amendment No. 3 was executed by the Chief Procurement Officer on May 14, 2020, to extend the contract for twelve (12) months effective April 25, 2020 through April 24, 2021; and to increase the contract, in the amount of \$15,840.00 and the Total Contract Amount was revised to \$944,446.53; and

Whereas, Amendment No. 4 was approved by the County Board on May 13, 2021, to extend the contract for fifteen (15) months effective April 25, 2021 through July 24, 2022; and to increase the contract, in the amount of \$195,000.00 and the Total Contract Amount was revised to \$1,139,446.53; and

Whereas, Amendment No. 5 was approved by the County Board on October 10, 2022, to extend the contract for eleven (11) months effective July 24, 2022 through June 25, 2023; and to increase the contract, in the amount of \$190,000.00 and the Total Contract Amount was revised to \$1,329,446.53; and

Whereas, Amendment No. 6 was approved by the County Board on October 19, 2023, to extend the contract for eighteen (18) months effective June 26, 2023 through December 25, 2024; and to increase the contract, in the amount of \$65,000.00 and the Total Contract Amount was revised to \$1,394,446.53; and

Whereas, the Contract will expire December 25, 2024, and the agreed upon services are still required; and

Whereas, an increase of the Contract amount is required for the continuation of services; and pursuant to Article 6, Section 6.2 of the Contract, the County and Contractor desire to increase the Contract in the amount of \$237,774.19; and

Whereas, pursuant to Article 6, Section 6.2 of the Contract, the County and Contractor desire to extend the Contract for seven (7) months effective December 26, 2024 through July 04, 2025.

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Contract as follows:

1. The Contract is extended through July 4, 2025.
2. The Contract is increased by \$237,774.19 and the Total Contract Amount is revised to \$1,632,220.72.
3. The Contract is hereby amended to incorporate Attachment A and made part of the Contract.
4. The attached updated Identification of Sub-Contractors/Suppliers/Sub-Consultants Form, MBE/WBE Utilization Plan forms, certificate of insurance, and Economic Disclosures Statement under Attachment B are incorporated and made a part of this Contract.
5. All other terms and conditions remain as stated in the Contract.

In witness whereof and pursuant to County Board approval on January 16, 2025 the County and Contractor have caused this Amendment No. 6 to be executed on the date and year last written below.

Signature Page follows


County of Cook, Illinois

Milhouse Engineering & Construction, Inc.

By: Raffi Sarrafian
Raffi Sarrafian, Chief Procurement Officer

Digitally signed by Raffi Sarrafian
Date: 2025.02.26 09:20:24 -06'00'

Date: _____


Signed
Fredric C. Owens
Type or print name

By: _____
State's Attorney (if applicable)

Exec. Vice President
Title

Type or print name (if applicable)

Date: _____

Date: 12/9/24

ATTACHMENT A

October 15th, 2024

Mr. Tim Ozog
Project Director
Cook County, Bureau of Asset Management
Department of Capital Planning & Policy
69 West Washington Street, Suite 3000
Chicago, Illinois 60607

Subject: Change Order Request No. #7

Milhouse Project No.: P-17-0702
Cook County Contract #:1685-15506
Project Name: Professional Architectural and Engineering
Services for the Department of Corrections Division I &
Division IA

Dear Mr. Ozog:

Milhouse Engineering & Construction, Inc. is submitting this **Change Order Request** for your consideration of the below Change in Scope of Work. The requested changes are for Work that extends beyond the original completion date called out in the Scope of Work included in the Professional Architectural and Engineering Services for the Department of Corrections Division I & Division IA of January 24, 2017. We request your timely consideration and approval, within one calendar week of receipt this document, of the additional Scope of Work to be performed for Professional Architectural and Engineering Services for the Department of Corrections Division I & Division IA.

SCOPE OF WORK CHANGE

Milhouse Engineering & Construction, Inc. proposes to perform this **Change in Scope of Work** contained herein for Professional Architectural and Engineering Services for the Department of Corrections Division I & Division IA:

1. Work associated with contract extension beginning December 26, 2024 and expiring July 4, 2025, which includes Construction Administration and Post-Construction Services. See attached CONSULTANT COST PROPOSAL.

ASSUMPTIONS AND CLARIFICATIONS

1. Cook County issued a Notice of Award, dated January 24, 2017, to Milhouse Engineering & Construction, Inc. for this Work, which calls out a duration of 1,020 calendar days at approximately 34 months. Under these contract terms, contract Expiration was approximately November 24, 2019.
2. Cook County issued a Notice to Proceed, dated March 24, 2017, to Milhouse Engineering & Construction, Inc. for this Work, which calls out a begin date of March 24, 2017 and a Contract Expiration and Completion date of April 24, 2020, and calls out 1,184 calendar days to perform Work under the terms of our contract.
3. Cook County issued Amendment #3, which was executed on 5/14/2020. This Amendment provides a contract time extension through April 24, 2021.
4. Cook County issued Amendment #4, which was executed on 5/13/2021. This Amendment provides a contract time extension through July 24, 2022.
5. Cook County issued Amendment #5, which was executed on 10/20/2022. This Amendment provides a contract time extension through June 25, 2023.

6. Cook County issued Amendment #6, which was executed on 11/15/2023. This Amendment provides a contract time extension through December 25, 2024 (the "Current Contract").

PROJECT COST AND SCHEDULE

Milhouse Engineering & Construction, Inc. proposes this **Change in Scope of Work** contained herein for a **lump sum** price of **\$13,000** per month to support the project, to a maximum additional amount of **\$237,774.19**.

Cost Adjustment:

Original Contract Amount:	\$866,546.33
Previously Approved Change Amount:	
Amendment #1 - Post 4A Design and Soil Borings	\$27,485.00
Amendment #2 – Assemble Post 4A Package for JOC Project	\$34,575.20
Amendment #3 – Submittal Review for Post 4A JOC Project	\$15,840.00
Amendment #4 – Contract Extension	\$195,000.00
Amendment #5 – Contract Extension	\$190,000.00
Amendment #6 – Contract Extension	\$65,000.00
Proposed Additional Change Order Amount:	\$237,774.19
<hr/>	
New Contract Value:	\$1,632,220.72

Milhouse Engineering & Construction, Inc. proposes the below adjustments to schedule for construction administration and on-site construction observation for this **Change in Scope of Work** contained herein.

Schedule Adjustment:

Current Contract End Date: December 25, 2024	
Proposed Schedule Adjustment: Additional time as necessary to match Contractor's proposed end date and close out of July 4, 2025, as further reflected, as necessary, in subsequent amendments to the Current Contract between Milhouse Engineering & Construction, Inc. and Cook County.	

TO ACCEPT THIS CHANGE ORDER PLEASE EXECUTE AND DATE BELOW. THE UNDERSIGNED PARTIES AGREE TO ACCEPT THE ABOVE CHANGES.

Cook County

MILHOUSE ENGINEERING AND CONSTRUCTION, INC.



(signature)

By:

Title:

(signature)

By: Fredric C. Owens

Title: Executive Vice President

If you have any questions concerning this Change Order 7, please contact our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Fredric C. Owens".

Fredric C. Owens, SE, PE, LEED AP BD+C

Executive Vice President

Milhouse Engineering & Construction, Inc.

333 South Wabash Avenue, Suite 2901 | Chicago, IL 60604

D: 312.924.4557 | F: 312.987.0071

Email: fowens@milhouseinc.com

Attached: Consultant Cost Proposal, Estimated Monthly Drawdown

CHANGE ORDER LOG
COOK COUNTY FORM CO.GC.17.B
ATTACH TO CC FORM CO.GC.17.A

CO No: 7
DATE: 15-Oct-24

PROJECT: Professional Architectural and Engineering Services for the Department of Corrections Division 1 & Division 1A
LOCATION: 2602 S. California Avenue, Chicago, IL 60608
CONTRACTOR: _____ CC DOC. # _____
CONSULTANT: Milhouse Engineering & Construction, Inc. CC DOC. # 1685-15506

TOTAL OF ALL CHANGES: 0.00
TOTAL-PREVIOUS CHANGES: 0.00
AMOUNT OF THIS CHANGE: 0.00
BEG. CONTRACT BALANCE: 866,546.33
SHOULD EQUAL TOTAL COL. XV: 765,674.39
CONTRACT BAL. W/CHANGES: 100,871.94
PERCENT OVERALL CHANGE: 0.88

I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	XVI
GC ITEM NO	COUNTY ASSIGNED CONO	BRIEF DESCRIPTION OF WORK	ITEM OPEN			AE RECOMMENDATION			COUNTY ACTION			DATE AE SUBMITS COMPLETE CO PKG. TO CC (INCL 3-SIGNED CO.GC.17.C FORMS)	ORIGINAL PROPOSAL AMOUNT	FINAL AE RECOMMENDED PROPOSAL AMOUNT FOR CO	REVISED CONTRACT AMOUNT TO DATE
			ITEM OPEN DATE	BY (CHECK ONE)		DATE AE POSTS RECMNDTN. TO COUNTY	(CHECK ONE)		DATE OF CC ACTION NOTICE TO AE	(CHECK ONE)					
				CC or AE RFP	GC		ACCEPT	REJECT		ACCEPT	REJECT				
		Amendment No. 1: Design for a guard post and foundation, utilities and fencing. Updated and secure fencing for Judge's parking lot.												27,485.00	894,031.33
		Amendment No. 2: Incinerator toilets added then deleted from scope. Temporary and permanent road work. Permit fees. JOC document package and updated security fencing in judges parking lot.											0.00	34,575.20	928,606.53
		Amendment No. 3: Additional Construction Administration Services associated with submittal review for the installation of a guard post.											0.00	15,840.00	944,446.53
		Ammdement No. 4: Work associated with contract extension beginning April 25, 2020 and expiring April 24, 2021, which includes Construction Administration and Post-Construction Services											0.00	195,000.00	1,139,446.53
		Ammendment No. 5: Work associated with contract extension beginning July 25, 2022 and expiring June 25, 2023, which includes Construction Administration and Post-Construction Services											0.00	190,000.00	1,329,446.53
		Ammendment No. 6: Work associated with contract extension beginning June 26, 2023 and expiring December 25, 2024 which includes Construction Administration and Post-Construction Services											0.00	65,000.00	1,394,446.53
		Ammendment No. 7: Work associated with contract extension beginning December 26,2024 and expiring July 4, 2025, which includes Construction Administration and Post-Construction Services											0.00	237,774.19	1,632,220.72
													0.00	0.00	1,632,220.72
													0.00	0.00	1,632,220.72

CHANGE ORDER LOG
COOK COUNTY FORM CO.GC.17.B
ATTACH TO CC FORM CO.GC.17.A

CO No: 7
DATE: 15-Oct-24

PROJECT: Professional Architectural and Engineering Services for the Department of Corrections Division 1 & Division 1A
LOCATION: 2602 S. California Avenue, Chicago, IL 60608
CONTRACTOR: _____ CC DOC. # _____
CONSULTANT: Milhouse Engineering & Construction, Inc. CC DOC. # 1685-15506

TOTAL OF ALL CHANGES: 0.00
TOTAL-PREVIOUS CHANGES: 0.00
AMOUNT OF THIS CHANGE: 0.00
BEG. CONTRACT BALANCE: 866,546.33
SHOULD EQUAL TOTAL COL. XV: 765,674.39
CONTRACT BAL. W/CHANGES: 100,871.94
PERCENT OVERALL CHANGE: 0.88

I	II	III	IV	V	VI	VII	VIII	IX	X	XI	XII	XIII	XIV	XV	XVI
GC ITEM NO	COUNTY ASSIGNED CO NO	BRIEF DESCRIPTION OF WORK	ITEM OPEN			AE RECOMMENDATION			COUNTY ACTION			DATE AE SUBMITS COMPLETE CO PKG. TO CC (INCL. 3-SIGNED CO.GC.17.C FORMS)	ORIGINAL PROPOSAL AMOUNT	FINAL AE RECOMMENDED PROPOSAL AMOUNT FOR CO	REVISED CONTRACT AMOUNT TO DATE
			ITEM OPEN DATE	BY (CHECK ONE)		DATE AE POSTS RECMNDT'N. TO COUNTY	(CHECK ONE)		DATE OF CC ACTION NOTICE TO AE	(CHECK ONE)					
				CC or AE RFP	GC		ACCEPT	REJECT		ACCEPT	REJECT				
													0.00	0.00	1,632,220.72
													0.00	0.00	1,632,220.72
													0.00	0.00	1,632,220.72

CONSULTANT'S ADDITIONAL SERVICES FEE REQUEST FORM
CONSULTANT TO COMPLETE ALL BLANKS AND SUBMIT THIS FORM WITH ITS REQUEST FOR THE USE OF ADDITIONAL SERVICES

PROJECT NAME: <u>Professional Architectural/Engineering Services for Dept of Corrections Div 1 & 1A</u>		DATE: <u>16-Oct-24</u>
AE/CONSULTANT: <u>Milhouse Engineering & Construction, Inc.</u>		ADD. SER. REQUEST NO: <u>7</u>
CONTRACT No: <u>1685-15506</u>	ADD. SER. P.O. No: _____	AMOUNT OF REQUEST: <u>237,774.19</u> <small>AMOUNT WILL AUTOMATICALLY SHOW ON LINE "F" BELOW</small>
REQUESTED BY: Cook County <input checked="" type="checkbox"/> CC User Agency <input type="checkbox"/> Consultant <input type="checkbox"/> Other (Specify): _____		
DOCUMENTATION: Correspondence <input type="checkbox"/> Meeting/s <input type="checkbox"/> Other <input type="checkbox"/>		
LIST ITEMS & DATES: _____		

ITEMS NOTED IN THIS SECTION ARE REQUIRED TO BE ATTACHED TO THIS FEE REQUEST BY CONSULTANT

Incomplete or incorrect packages will be returned for revision. The County retains the right to request additional information and itemization of fees.

CHECK DESCRIPTION

- | | |
|-----------------|--|
| <u> </u> | 1. Copy of County RFP or Consultant's Request for use of Additional Services or Reimbursable Expenses |
| <u> </u> | 2. For Consultant initiated Additional Services or Reimbursable Expenses include: |
| | a. Reason for this request |
| | b. Whether any alternatives were considered & reason for selecting this course of action. |
| | c. Whether related additional services might be required for this item in the future and why |
| <u> </u> | 3. Consultant's detailed / itemized cost estimate (Rates shall not exceed those specified in Contract) |
| <u> </u> | 4. Schedule for the additional work or a statement that it will not impact the schedule |

FEE REQUEST SUMMARY

A. BEGINNING BALANCE FOR THIS PO:	1,394,446.53
B. TOTAL APPROVED CHANGE ORDERS TO THIS P.O. TO DATE (Do not include this request): ¹	0.00
C. ADJUSTED BALANCE WITH APPROVED CHANGE ORDERS TO DATE:	1,394,446.53
D. TOTAL APPROVED FEE REQUESTS TO DATE (Do not include this request):	0.00
E. REMAINING BALANCE WITH APPROVED FEE REQUESTS TO DATE:	1,394,446.53
F. AMOUNT OF THIS FEE REQUEST:	237,774.19 (Insert amount above)
G. ADJUSTED BALANCE FOR THIS ACCOUNT TO DATE:	1,632,220.72
H. AMOUNT REQUIRED FOR CHANGE ORDER TO THE PO (if line G results in a negative balance) ¹	0.00
I. ENDING BALANCE FOR THIS PO:	1,632,220.72

J. SUMMARY ITEMIZATION:	
1. Printing: Submittals/deliverables	0.00
2. Programming(Check here if Programming is included w/Schematic below) <input type="checkbox"/>	0.00
3. Schematic Design Phase :	0.00
4. Design Development Phase	0.00
5. Construction Documents Phase	0.00
6. a. Bid Documents – Printing	0.00
7. Bidding/Negotiation Phase	0.00
8. Construction & Post Construction Services	237,774.19
9. Construction Observation & Field Reports	0.00
10. Post-Construction (Project) Services	0.00
11. Other Fee or Credit: _____	0.00
12. Other Fee or Credit: _____	0.00
13. Other Fee or Credit: _____	0.00
14. Other Fee or Credit: _____	0.00

K. TOTAL PROPOSED FEE REQUEST (This amount must match Line F above)	237,774.19
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This Additional Service Fee Request includes all services required to fulfill the scope of work, including that of all Subconsultants. The AE/Consultant understands that services provided by this request are governed by the Agreement between the Consultan

AE/CONSULTANT: Christopher Henao
PREPARED & SUBMITTED BY (PRINT OR TYPE NAME)
Vice President, Civil
TITLE
Christopher Henao
SIGNATURE

COUNTY USE ONLY:

PROJECT DIRECTOR _____

DATE _____

DEPUTY DIRECTOR _____

DATE _____

1. A Change Order is a Board approved action to increase/decrease the amount of the Purchase Order. Do not show an amount on this line in unless directed to do so by the County.

**CHANGE ORDER REQUEST
CHANGE TO CONSULTANT CONTRACT
OFFICE OF CAPITAL PLANNING AND POLICY**

DATE: 15-Oct-24

PROJECT: Professional Architectural and Engineering Services for the
Department of Corrections Division 1 & Division 1A C. C. PROJECT DIRECTOR: Tim Ozog

CONSULTANT: Milhouse Engineering & Construction, Inc. CC DOC. NO: 1685-15506 P.O. NO: 9

SPECIFY TYPE: BASIC SERVICES ADDITIONAL SERVICES X REIMBURSABLES

CHANGE ORDER (C.O.) ITEM NO: 7
This is not the C.O. number. It is the proposal (item)
number (i.e. 01, 01r1, 02, etc.) submitted by Consultant.

COOK COUNTY ASSIGNED C.O. NO:
There may be more than 1 item assigned to a C.O.

This item will result in change to the Contract in the form of a CREDIT ADD X IN THE AMOUNT OF: \$237,774.19

This item will INCREASE X DECREASE the Contract Time by the following number of days: 190

Who initiated this change order request? (Check all that apply below):

Owner X User Agency AE/Consultant Other (Specify):

What is the reason for this Change Order request ? (Check all that apply below):

Unforeseen Condition Field Condition Code Change Other (Specify): Additional CA Services
thru Extension to
Existing Contract

Below, provide additional information (if any) considered relevant to this change order:

1. Work associated with contract extension beginning December 26, 2024 and expiring July 4, 2025, which includes Construction Administration and Post-Construction Services.

The Project Director shall attach the following to this form:

> Analysis

List additional relevant attachments below:

SUBMITTED: _____
DCPP DPROJECT DIRECTOR

REVIEWED: _____
DCPP DIRECTOR

PROFESSIONAL SERVICES CHANGE ORDER SUMMARY

TO BE COMPLETED BY THE OCPP PROJECT DIRECTOR FOR THE PROJECT

DATE: 10/15/2024
ITEM NO:

PROJECT: Professional Architectural and Engineering Services for the Department of Corrections Division 1 & Division 1A

CONSULTANT: Milhouse Engineering & Construction, Inc. C.C. Contract No: 1685-15506

CHANGE INITIATED BY: Cook County THIS ITEM IS: an Add ☒ a Credit ☐
I.E. CONSULTANT, GENERAL CONTRACTOR, OR COOK COUNTY AGENCY WHO REQUESTED THE CHANGE. IT MAY BE MORE THAN ONE. In the amount of: \$237,774.19

1. Briefly explain the reason this change is required:

Request for additional construction assistance support as duration of the project has been extended and the present contract is set to expire on December 25, 2024 while construction will extend through 2025.

2. Can project be completed without this change? YES ☐ NO ☒

(If 'YES', briefly explain below why this change is considered beneficial or germane to the scope):

Construction assistance allows the County to manage quality and cost for the project and allows the architect to maintain a project responsibility.

3. Does this change result in a better product? YES ☒ NO ☐

(If 'YES', briefly explain how this change benefits the project):

The Architect reviews RFIs, submittals, pay applications, work acceptance and contract conformance.

4. Will this change provide any operational or other type of cost savings to the proejct in the future? YES ☐ NO ☒

(If 'YES', explain what they are):

Construction administration will help ensure the final product meets the fututre needs of the end user as best as is reasonably attainable.

5. Are there known future costs related to this change? YES ☐ NO ☒

Will there be additional (construction/design) costs related to this change?

6. Has review of the Contract Documents verified that the item was not part of the services? YES ☒ NO ☐

(If 'NO' or item was not included but is required to complete the project, provide an explanation):

7. Has the cost submitted with this review been negotiated? YES ☒ NO ☐

(If 'NO', explain why):

8. Is the final cost determined to be reasonable? YES ☒ NO ☐

Provide any other comments below:

PROJECT DIRECTOR:

DIRECTOR

PROFESSIONAL SERVICES CHANGE ORDER SUMMARY

TO BE COMPLETED BY THE OCPP PROJECT DIRECTOR FOR THE PROJECT

DATE: 10/15/2024
ITEM NO:

PROJECT: Professional Architectural and Engineering Services for the Department of Corrections Division 1 & Division 1A
CONSULTANT: Milhouse Engineering & Construction, Inc. C.C. Contract No: 1685-15506
CHANGE INITIATED BY: Cook County THIS ITEM IS: an Add X a Credit
NAME NAME

RFP # 1685-15506 ACTUAL/EXPECTED YEARLY DRAWDOWN	
YEAR	DRAW
2024	\$156,000.00
2025	\$81,774.19

ATTACHMENT B



Memorandum

Date: December 11, 2024

TO: Raffi Sarrafian, Chief Procurement Officer
Office of the Chief Procurement Officer

FROM: JEANETTA CARDINE
Jeanetta Cardine, Deputy Director
Compliance Center of Excellence
Center of Business Enterprise Development

RE: Contract No. 1685-15506 Amendment 7
Professional Architectural and Engineering Service for the Department of Corrections Divisions 1 & Division 1A Demolition
Cook County Department of Capital Planning & Policy
RFP – Professional Services
Contractor: Milhouse Engineering and Construction, Inc.
Original Contract Amount: \$866,546.33
Original Contract Term: January 25, 2017 – April 24, 2020
Increase Contract Value: \$27,485.00 (Amendment No. 1)
Revised Contract Value: \$894,031.33
Increase Contract Value: \$34,575.20 (Amendment No. 2)
Revised Contract Value: \$928,606.53
Increase Contract Value: \$15,840.00 and extend Contract 12 months (Amendment 3)
Revised Contract Value: \$944,446.53
Revised Contract Term: January 25, 2017 - April 24, 2021
Increase Contract Value: \$195,000.00 and extend contract 15 months (Amendment No. 4)
Revised Contract Value: \$1,139,446.53
Revised Contract Term: January 25, 2017 - July 24, 2022
Increase Contract Value: \$190,000.00 and extend contract 11 months (Amendment No. 5)
Revised Contract Value: \$1,329,446.53
Revised Contract Term: January 25, 2017 - June 25, 2023
Increase Contract Value: \$65,000.00 and extend contract 18 months (Amendment No. 6)
Revised Contract Value: \$1,394,446.53
Revised Contract Term: January 25, 2017 - December 25, 2024
Increase Contract Value: \$237,774.19 and extend contract through July 4, 2025 (Amendment No. 7)
Revised Contract Value: \$1,632,220.72
Revised Contract Term: January 25, 2017 - July 4, 2025
RFP – Professional Services
Contract Goal: 35% MBE/ WBE



COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

Dear Mr. Sarrafian:

The Center of Business Enterprise Development is in receipt of the above-reference contract amendment and has reviewed it for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance. After careful review, it has been determined this amendment is responsive to the Ordinance.

Utilization Plan for Original contract through Amendment 4

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Milhouse Engineering		MBE AA M City of Chicago	100%

Utilization plan for Amendment 5 (\$190,000 Value)

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Milhouse Engineering		MBE AA M City of Chicago	94.875%
Spann Tech, Inc.		WBE AAPI F City of Chicago	5.125%
Total			100.000%

Utilization Plan for Amendment 6 (\$65,0000 Value)

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Milhouse Engineering		MBE AA M City of Chicago	95.00%
Spann Tech, Inc.		WBE AAPI F City of Chicago	5.00%
Total			100.00%

Utilization Plan for Amendment 7 (\$237,774.19 Value)

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Milhouse Engineering		MBE AA M City of Chicago	100.00%
Spann Tech, Inc.		WBE AAPI F City of Chicago	0.00%
Total			100.00%

Utilization Plan through Amendment 7 (\$1,632,220.72 Value)

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment</u>
Milhouse Engineering		MBE AA M City of Chicago	99.2%
Spann Tech, Inc.		WBE AAPI F City of Chicago	0.80%
Total			100.00%



COOK COUNTY
OFFICE OF THE
Chief Procurement
Officer

The original award included a Utilization plan in which the prime, Milhouse Engineering and Construction, Inc. (COC MBE AA M), was self-performing 100% of the work. This plan remained in place through Amendment 4. During the execution of Amendment 5 which was for \$190,000, SPAAN Tech, Inc. (COC MWBE AAPI F) was added to the contract in the amount of \$9,737.50 which equates to 5.125 % of the \$190,000 Amendment 5 value. For Amendment 6, SPAAN Tech was also included in the Utilization plan for \$3,250 which equated to 5% of the Amendment 6 values of \$65,000. SPAAN Tech's commitment on this contract is for a total of \$12,987.50 which equates to .80% of the entire \$1,632,220.72 contract value with Milhouse performing the balance. Millhouse is self-performing all the additional work in Amendment 7.

Revised MBE/WBE forms were used in the determination of the responsiveness of this contract amendment.

JC/db/ma

CC: Kimberlei Aaron (OCPO)
Timothy Ozog (Capital Planning)

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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



Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current 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 online at www.cookcount.il.gov/contractcompliance)



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 below and the Letter(s) of Intent – Form 2).

II.



Direct Participation of MBE/WBE Firms



Indirect Participation of MBE/WBE Firms

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

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

MBE/WBE Firm: N/A

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Current 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 _____

*Current Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**



CITY OF CHICAGO



DEPARTMENT OF PROCUREMENT SERVICES

JUN 04 2020

Wilbur C. Milhouse, III
Milhouse Engineering and Construction, Inc.
333 S. Wabash Ave.
Chicago, IL 60604

Dear Mr. Milhouse, III:

We are pleased to inform you that **Milhouse Engineering and Construction, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **5/15/2025**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **5/15/2021, 5/15/2022, 5/15/2023 and 5/15/2024**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **5/15/2025**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **3/15/2025**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

Onu

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Milhouse Engineering & Construction, Inc.

Certifying Agency: City of Chicago

Contact Person: Christopher Henao

Certification Expiration Date: 5/15/2025

Address: 333 S. Wabash Ave., Ste. 2901

Ethnicity: Black

City/State: Chicago, IL Zip: 60604

Bid/Proposal/Contract #: 1685-15506

Phone: 312.987.0061 Fax: 312.987.0071

FEIN #: 36-4468621

Email: chenao@milhouseinc.com

Participation: ☒ Direct ☐ Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

☒ No ☐ Yes – Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Construction and administration services.

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

Dollar amount \$237,774.19 percentage 100% Term of payment monthly invoicing.

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Wilbur C. Milhouse, III

Print Name

Milhouse Engineering & Construction, Inc.

Firm Name

10/15/2024

Date

Subscribed and sworn before me

this 15th day of October, 2024.

Notary Public

SEAL



Signature (Prime Bidder/Proposer)

Christopher Henao

Print Name

Milhouse Engineering & Construction, Inc.

Firm Name

10/15/2024

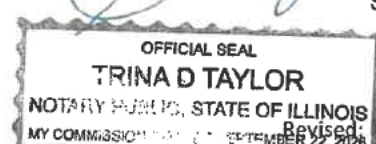
Date

Subscribed and sworn before me

this 15th day of October, 2024.

Notary Public

SEAL



**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1– 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or Contracting Party means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

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

Lobbyist means any person who lobbies.

Person or Persons means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

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.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. 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.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 subparagraphs (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 APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

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 APPLICANT 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. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

Name

Address

None

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: ☒ No: ☐

- b) If yes, list business addresses within Cook County:

333 South Wabash Ave., Suite 2901, Chicago, IL 60604

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: ☒ No: ☐

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

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 (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S):

N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant 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 Applicant 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 Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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.

"Person" "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. A Person 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: Milhouse Engineering & Construction, Inc.

D/B/A: _____

FEIN # Only: 36-4468621

Street Address: 333 S. Wabash Ave., Suite 2901

City: Chicago

State: IL

Zip Code: 60604

Phone No.: 312.987.0061

Fax Number: 312.987.0071

Email: chenao@milhouseinc.com

Cook County Business Registration Number: N/A

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 61933204

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☐ Other (describe) _____

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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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.

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"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.

"Person" "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. A Person 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 Christopher Henao

D/B/A: Milhouse Engineering & Construction, Inc. FEIN # Only: 36-4468621

Street Address: 333 S. Wabash Ave., Suite 2901

City: Chicago

State: IL

Zip Code: 60604

Phone No.: 312.987.0061

Fax Number: 312.987.0071

Email: chenao@milhouseinc.com

Cook County Business Registration Number: N/A

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 61933204

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

Name	Address	Percentage Interest in Applicant/Holder
Wilbur C. Milhouse, III	333 S. Wabash Ave., Ste. 2901, Chicago, IL 60604	80%
Joseph Zurad	333 S. Wabash Ave., Ste. 2901, Chicago, IL 60604	15%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [☐] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Wilbur C. Milhouse, III	333 S. Wabash Ave. Ste. 2901, Chicago, IL 60604		01/01/24 to 12/31/24
Joseph Zurad	333 S. Wabash Ave, Suite 2901, Chicago, IL 60604	Cheif Operative Officer	01/01/24 to 12/31/24
Dolla Dawson	333 S. Wabash Ave, Suite 2901, Chicago, IL 60604	Cheif Operative Officer	01/01/24 to 12/31/24

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.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Wilbur C. Milhouse, III

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

wmilhouse@milhouseinc.com

E-mail address

Chairman/CEO

Title

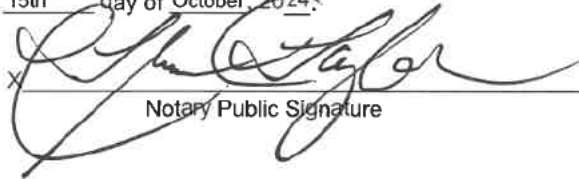
10/15/2024

Date

312.987.0061

Phone Number

Subscribed to and sworn before me
this 15th day of October, 2024.



Notary Public Signature

My commission expires: **09/22/2026**

Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Halfbrother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Halfsister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTYName of Person Doing Business with the County: Milhouse Engineering & Construction, Inc.Address of Person Doing Business with the County: 333 S. Wabash Ave., Suite 2901, Chicago, IL 60604Phone number of Person Doing Business with the County: 312.987.0061Email address of Person Doing Business with the County: chenao@milhouseinc.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
Christopher Henao, VP of Civil, Architecture, & Structural, 312-924-4585

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1685-15506

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 1,632,220.72

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: Kimberlei Aaron, Contract Negotiator, kimberlei.aaron@cookcountyil.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: Timothy Ozog, Project Manager, timothy.ozog@cookcountyil.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County is an **individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County is a **business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is **an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

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

- ☐ The Person Doing Business with the County is **a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*

Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
---	--	--	-------------------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

10/15/2024

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"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 Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. 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. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1685-15506

County Using Agency (requesting Procurement): Department of Corrections

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Milhouse Engineering & Construction, Inc.

Substantial Owner Complete Name: Wilbur C. Milhouse, III

FEIN# 36-446821

Date of Birth: [REDACTED]

E-mail address: wmilhouse@milhouseinc.com

Street Address: 333 South Wabash Suite 2901

City: Chicago

State: IL

Zip: 60604

Home Phone: [REDACTED]

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

No *Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or NO*

No *Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO*

No *Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO*

No *Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO*

No *Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO*

No *Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO*

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

- No There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner. YES or NO
- No Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation. YES or NO
- No Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default. YES or NO
- No Other factors that the Person or Substantial Owner believe are relevant. YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:  Date: 10/15/2024

Name of Person signing (Print): Wilbur C. Milhouse, III Title: Chairman/CEO

Subscribed and sworn to before me this 15th day of October, 2024

X  Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.

Execution by Corporation

Milhouse Engineering & Construction, Inc.

Wilbur C. Milhouse, III

Corporation's Name

President's Printed Name and Signature

312.987.0061

wmilhouse@milhouseinc.com

Telephone

Email

Secretary Signature

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this
15th day of October, 2024

Notary Public Signature

My commission expires:

Notary Seal



09/22/2026

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Midwest Limited
1411 Opus Place Suite 450
Downers Grove IL 60515

CONTACT NAME: CSU Construction

PHONE
(A/C, No, Ext): 630-468-5600

FAX
(A/C, No): 630-468-5696

E-MAIL ADDRESS: CSUConstruction@hubinternational.com

INSURER(S) AFFORDING COVERAGE**NAIC #**

INSURER A: Arch Insurance Company

11150

INSURER B: Zurich American Insurance Company

16535

INSURER C: Continental Insurance Company of New Jersey

42625

INSURER D: RSUI Indemnity Company

22314

INSURER E:

INSURER F:

INSURED
Milhouse Engineering & Construction, Inc.
333 S. Wabash Avenue Suite 2901
Chicago IL 60604

MILHENG-01

COVERAGES**CERTIFICATE NUMBER:** 1932115889**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO 5084901	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 5084902	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			NHA106963	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 5084900	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C	Prof/Poll Liability Leased & Rented Equipment			PAAEP9900105 7018728798	3/1/2024 3/1/2024	3/1/2025 3/1/2025	Each Claim/Aggregate Limit per Item/Occ. Deductible: \$5M/\$10M \$500,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Work Performed

Cook County, its officials, employees and agents are included as additional insureds under General Liability & Auto Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. Waiver of Subrogation in favor of the additional insured applies under General Liability, Auto Liability & Workers Compensation when agreed in a written contract, subject to policy terms, conditions and exclusions. Umbrella follows form. 30 Day Notice of Cancellation applies in accordance to policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

Cook County
118 N Clark Rm 1018
Chicago IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Neil R. Hughes

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MILHOUSE ENGINEERING & CONSTRUCTION, INC

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 5084902				24332000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a. of Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a. of Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MILHOUSE ENGINEERING & CONSTRUCTION, INC

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5084901

Effective Date:

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.
- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 5084901				24332000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 5084901				24332000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **03-01-23** Policy No. **WC 5084900-01**
Insured
Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Endorsement No.
Premium \$ **INCL.**

Countersigned By *Nail R. Hughes*



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	25-1067	Version:	1	Name:	Milhouse Engineering & Construction, Inc., Chicago, Illinois
Type:	Contract Amendment	Status:			Approved
File created:	1/19/2025	In control:			Board of Commissioners
On agenda:	2/6/2025	Final action:			2/6/2025
Title:	PROPOSED CONTRACT AMENDMENT				

Department(s): Department of Capital Planning and Policy

Vendor: Milhouse Engineering & Construction, Inc., Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to extend and increase contract

Good(s) or Service(s): Professional Architectural and Engineering Services (Public Safety Portfolio)

Original Contract Period: 1/25/2017 - 4/24/2020

Proposed Amendment Type: Extension and Increase

Proposed Contract Period: Extension period 12/25/2024 - 07/04/2025

Total Current Contract Amount Authority: \$1,394,446.53

Original Approval (Board or Procurement): Board, 1/18/2017, \$866,546.33

Increase Requested: \$237,774.19

Previous Board Increase(s): 5/13/2021, \$195,000.00; 10/20/2022, \$190,000.00; 10/19/2023, \$65,000.00

Previous Chief Procurement Officer Increase(s): 5/18/2018, \$27,485.00; 1/22/2019, \$34,575.20; 5/14/2020, \$15,840.00

Previous Board Renewals: N/A

Previous Chief Procurement Officer Renewals: N/A

Previous Board Extension(s): 5/13/2021, 4/25/2021 - 7/24/2022; 10/20/2022, 7/25/2022 - 6/25/2023; 10/19/2023, 06/26/2023 - 12/25/2024

Previous Chief Procurement Officer Extension(s): 5/14/2020, 4/25/2020 - 4/24/2021

Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation. The prime vendor is a certified MBE.

The Chief Procurement Officer concurs..

Potential Fiscal Impact: FY 2025 \$237,774.19

Accounts:
11569.1031.11190.560105.00000.00000

11569.1031.11190.560107.00000.00000
Capital Improvement Program

Contract Number(s): 1685-15506

Summary: This increase and extension will allow the Department of Capital Planning and Policy to perform necessary closeout activities for the Divisions 1 and 1A demolition project.

This contract was awarded through Request for Qualifications (RFQ) procedures in accordance with Cook County Procurement Code. Milhouse Engineering & Construction, Inc. was selected based on established evaluation criteria.

Sponsors:

Indexes: EARL MANNING, Director, Office of Capital Planning and Policy

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
2/6/2025	1	Board of Commissioners	approve	Pass

PROPOSED CONTRACT AMENDMENT

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Previous Board Extension(s): 5/13/2021, 4/25/2021 - 7/24/2022; 10/20/2022, 7/25/2022 - 6/25/2023; 10/19/2023, 6/26/2023 - 12/25/2024

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Contract Utilization: The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via: Direct participation. The prime vendor is a certified MBE.

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11569.1031.11190.560105.00000.00000

11569.1031.11190.560107.00000.00000

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