CONTRACT FOR WORK DOCUMENT NO. 1555-14475 EC SBE17



COOK COUNTY

COUNTY-WIDE JOB ORDER CONTRACT

BOOK 1 OF 4 CONTRACT INFORMATION, INSTRUCTION TO BIDDERS CONDITIONS OF CONTRACT, AND EXECUTION DOCUMENTS

BOARD OF COMMISSIONERS COUNTY OF COOK TONI PRECKWINKLE, PRESIDENT

FOR THE DEPARTMENT OF CAPITAL PLANNING AND POLICY PHILLIP BOOTHBY, DIRECTOR

ISSUED BY: OFFICE OF THE CHIEF PROCUREMENT OFFICER SHANNON E. ANDREWS, CHIEF PROCUREMENT OFFICER

BID DEPOSIT IN THE AMOUNT OF \$25,000 TO BE EXECUTED IN TRIPLICATE ALL SIGNATURES TO BE SWORN TO BEFORE A NOTARY PUBLIC

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TABLE OF CONTENTS

ADVERTIS	EMENT FOR BIDS	1
	Г SUBMITTAL CHECKLIST	
ECTION 1	CONTRACT INFORMATION	5
CI-01	DEFINITIONS	
CI-02	OVERVIEW OF THE CONTRACT	g
CI-03	GENERAL CONTRACT INFORMATION	10
CI-04	CONTRACT BASE PERFORMANCE PERIOD	
CI-05	CONTRACT AMOUNT	
CI-06	CONTRACT DOCUMENTS	
CI-07	ADJUSTMENT FACTORS	
CI-08	BID PRICING.	
CI-09	BASIS OF AWARD (AWARD CRITERIA FIGURE)	
CI-10	ASSIGNMENT OF WORK	
CI-11	ELIGIBILITY	
CI-12	WAGE RATES	
CI-13	OFFICE	
SECTION 2	- INSTRUCTIONS TO BIDDERS	
IB-01	COMPLIANCE WITH LAWS - PUBLIC CONTRACTS	17
IB-02	PREPARATION OF BID	17
IB-03	PRICES FIRM	17
IB-04	SUBMISSION OF BID	
IB-05	WITHDRAWAL OF BID	18
IB-06	BID DEPOSIT	18
IB-07	PRE-BID CONFERENCES	18
IB-08	BIDDER WARRANTIES	
IB-09	CONSIDERATION OF BIDS	19
IB-10	ACCEPTANCE OF BID	19
IB-11	COMPETENCY OF BIDDER	
IB-12	PERFORMANCE AND PAYMENT BOND	20
IB-13	FAILURE TO FURNISH BOND	
IB-14	RETURN OF BID DEPOSIT	
IB-15	CATALOGS	
IB-16	TRADE NAMES / SUBSTITUTIONS	
IB-17	INTERPRETATION OF CONTRACT DOCUMENTS	22
IB-18	CASH BILLING DISCOUNTS	23
IB-19	TAXES	
IB-20	ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS	
IB-21	REQUIRED UPDATES	
IB-22	ADDITIONAL INFORMATION	
IB-23	BIDS TO CONFORM IN CONDITIONS OF ADVERTISING COOK COUNTY	
	ORDINANCE CHAPTER 34, SECTION 136	
IB-24		24
IB-25	BID RIGGING - BID ROTATING COOPERATION WITH INSPECTOR GENERAL	
IB-26 IB-27		
	BID DISPUTES	
IB-28	LOCAL BUSINESS PREFERENCE COOK COUNTY ORDINANCE CHAPTE	:r

IB-29 IB-30	34, ARTICLE IV, DIVISION 6, SECTION 34-230 RE-ENTRY EMPLOYMENT EARNED CREDITS ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS	25
IB-31	CONTRACTS ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES	25 25
INSURANC INSURANC INSURANC INSURANC INSURANC	CONTRACT INSURANCE REQUIREMENTS E FOR 1555-14475-GC & SBE-GC: GENERAL CONSTRUCTION E FOR 1555-14475-MC & SBE-MC: MECHANICAL CONSTRUCTION E FOR 1555-14475-EC & SBE EC: ELECTRICAL CONSTRUCTION E FOR 1555-14475-SW & SBE SW: HIGHWAY / SITE WORK E FOR 1555-14475-D & SBE-D : DEMOLITION E FOR 1555-14475-RC & SBE-RC: RESIDENTIAL CONSTRUCTION WAGE RATES	
SECTION 5 -	BID FORMS AND EXECUTION DOCUMENTS	
	1G - SCHEDULE OF PRICES 2G – CALCULATION OF THE AWARD CRITERIA FIGURE	
BID FORM	1M - SCHEDULE OF PRICES 2M – CALCULATION OF THE AWARD CRITERIA FIGURE	79
BID FORM BID FORM	1E - SCHEDULE OF PRICES 2E – CALCULATION OF THE AWARD CRITERIA FIGURE	81 83
BID FORM BID FORM	1SW - SCHEDULE OF PRICES 2SW – CALCULATION OF THE AWARD CRITERIA FIGURE	
BID FORM BID FORM	1D - SCHEDULE OF PRICES 2D – CALCULATION OF THE AWARD CRITERIA FIGURE	89 91
BID FORM BID FORM	1R - SCHEDULE OF PRICES 2R – CALCULATION OF THE AWARD CRITERIA FIGURE	93 95
	1G-SBE - SCHEDULE OF PRICES 2G-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	
BID FORM BID FORM	1M-SBE - SCHEDULE OF PRICES 2M-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	101 103
BID FORM BID FORM	1E-SBE - SCHEDULE OF PRICES 2E-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	105 107
BID FORM BID FORM	1SW-SBE - SCHEDULE OF PRICES 2SW-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	109 111
BID FORM BID FORM	1D-SBE - SCHEDULE OF PRICES 2D-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	113 115

ii

	EDULE OF PRICES CULATION OF THE AWARD CRITERIA FIGURE	
PROPOSAL AGREEMENTS	S	121
	DOCUMENTS TO BE EXECUTED AND SUBMITTED W	
SURETY'S STATEMENT (OF QUALIFICATION FOR BONDING	127
MBE/WBE/DBE COMMITME	ENT FORM	129
	ATE CONCERNING LABOR STANDARDS REQUIREMENTS	131
	E OF CONTRACT COMPLIANCE AFFIDAVIT OF JOINT	
MECHANICAL AND ELECT	FRICAL, LICENSE	159
MBE/WBE/DBE/SBE PART	ICIPATION PLAN	161
AFFIDAVIT OF SMALL BU	SINESS STATUS	163
RESPONSIBLE BIDDER R	EQUIREMENT	
	EMENT	
	ORKPLACE PREFERENCE AND PUBLIC WORKS CON	
	STATEMENT	
SECTION 1	- INSTRUCTIONS FOR COMPLETION OF THE ECONO DISCLOSURE STATEMENT AND EXECUTION DOCL	JMENTS
SECTION 2	- CERTIFICATIONS	177
SECTION 3	- REQUIRED DISCLOSURES	
	COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS	181
	COOK COUNTY DISCLOSURE OF OWNERSHIP	
	FAMILIAL RELTIONSHIP DISCLOSURE PROVISION	187

SECTION 4 - CONTRACT AND ECONOMIC DISCLOSURE STATEMEN EXECUTION PAGES	
SECTION 5 - COOK COUNTY SIGNATURE PAGE	195
SECTION 7 EVIDITE	107
SECTION 7- EXHIBITS	
EXHIBIT A - MBE/WBE UTILIZATION PLAN - FORM 1	
EXHIBIT B - MBE/WBE LETTER OF INTENT - FORM 2	
EXHIBIT C - PETITION FOR WAIVER OF MBE/WBE PARTICIPATION - FORM 3	199
EXHIBIT D - DISCLOSURE OF OTHER NON-CERTIFIED SUBCONTRACTORS /	
SUPPLIERS	201
SUPPLIERS EXHIBIT E - MBE/WBE GOOD FAITH EFFORTS CHECKLIST	203
EXHIBIT F - GOOD FAITH EFFORTS CONTACTS LOG FOR SOLICITING MBE / WBE	
SUBCONTRACTOR OR SUPPLIER PARTICIPATION	
EXHIBIT G - LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBE/WBE	
	207
EXHIBIT H – PERFORMANCE AND PAYMENT BOND FORM	
EXHIBIT I - SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDA	
AND PREVAILING WAGE REQUIREMENTS	213
EXHIBIT J – IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTAN	T 215
EXHIBIT K - ELECTRONIC PAYABLE PROGRAM	217
EXHIBIT L - DBE FORMS	218

iv

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ADVERTISEMENT FOR BIDS

FOR: COUNTY-WIDE JOB ORDER CONTRACTS

Solicitation Number: 1555-14475

Solicitation #	Discipline	<i># of Potential Contract Awards</i>	Bid Deposit	Estimated Annual Value	Contract Term	MBE Participation Goal	WBE Participation Goal	DBE Goal (Federal \$ Only)
1555-14475-GC	General Construction	4 Awards	\$25,000	\$3,500,000	2 Years	24%	10%	34%
1555-14475-MC	Mechanical Construction	2 Awards	\$25,000	\$2,500,000	2 Years	24%	10%	34%
1555-14475-EC	Electrical Construction	2 Awards	\$25,000	\$2,500,000	2 Years	24%	10%	34%
1555-14475-SW	Highway/ Site Work	2 Awards	\$25,000	\$2,000,000	2 Years	24%	10%	34%
1555-14475-D	Demolition	2 Awards	\$25,000	\$5,000,000	2 Years	24%	10%	34%
1555-14475-RC	Residential Construction	1 Award	\$25,000	\$0	2 Years	24%	10%	34%
1555-14475- GC-SBE	SBE General Construction	2 Awards	\$25,000	\$1,500,000	2 Years	SB	E GOAL = 51%	
1555-14475- MC-SBE	SBE Mechanical Construction	1 Award	\$25,000	\$1,000,000	2 Years	SB	E GOAL = 51%	
1555-14475- EC-SBE	SBE Electrical Construction	1 Award	\$25,000	\$1,000,000	2 Years	SB	E GOAL = 51%	
1555-14475- SW-SBE	SBE Highway / Site Work	1 Award	\$25,000	\$750,000	2 Years	SB	E GOAL = 51%	
1555-14475-D- SBE	SBE Demolition	1 Award	\$25,000	\$750,000	2 Years	SB	E GOAL = 51%	
1555-14475- RC-SBE	SBE Residential Construction	1 Award	\$25,000	\$0	2 Years	SB	E GOAL = 51%	

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

ONE BID DOCUMENT (COMPACT DISC) PER VENDOR WILL BE AVAILABLE STARTING ON FRIDAY, MAY 15, 2015.

YOU ARE ENCOURAGED TO REGISTER WITH THE COUNTY THROUGH THE WEBSITE <u>WWW.COOKCOUNTYGOV.COM/PURCHASING</u>. ALL INFORMATION AND ANNOUCEMENTS BID WILL BE SENT ELECTRONICALLY TO THOSE WHO HAVE REGISTERED. ANNOUCEMENTS OR INFORMATION ABOUT THE BID CAN BE ALSO BE DOWNLOADED FROM THE WEBSITE.

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

TWO (2) PRE-BID CONFERENCES WILL BE HELD FOR THIS SOLICITATION. THE <u>FIRST PRE-BID</u> <u>CONFERENCE</u> WILL BE ON **TUESDAY, JUNE 2, 2015 AT 10:00 A.M. CST** AT THE JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60601, ASSEMBLY HALL (LOCATED IN THE LOWER LEVEL ADJACENT TO THE FOOD COURT). THE <u>SECOND PRE-BID CONFERENCE</u> WILL BE ON **THURSDAY, JUNE 4, 2015 AT 10:00 A.M. CST** AT BROOKFIELD ZOO, 3300 GOLF ROAD, BROOKFIELD, IL 60513. DRIVING DIRECTIONS TO THE SOUTH PARKING LOT ARE PROVIDED BELOW.

BROOKFIELD ZOO IS LOCATED AT 1ST AVENUE AND 31ST STREET IN BROOKFIELD, ILLINOIS, APPROXIMATELY 14 MILES WEST OF DOWNTOWN CHICAGO.

FROM CHICAGO, THE ZOO IS ACCESSIBLE FROM THE EISENHOWER EXPRESSWAY-I-290 WESTBOUND. EXIT AT 1ST AVENUE SOUTH. FROM THE NORTH, TAKE THE TRI-STATE TOLLWAY-I-294 SOUTH, THEN EXIT AT 22ND STREET EAST. TRAVELING FROM THE SOUTH, TAKE THE TRI-STATE TOLLWAY-I-294 NORTH, TO THE STEVENSON EXPRESSWAY-I-55 NORTH TO CHICAGO, THEN EXIT AT 1ST AVENUE NORTH.

WHEN ON 1ST AVENUE FOLLOW THE SIGNS SOUTH TO THE SOUTH ENTRANCE. LOCATED WEST OF FIRST AVENUE ON RIDGEWOOD.

JUST PAST THE RIVERSIDE BROOKFIELD HIGH SCHOOL THE FIRST BLOCK YOU COME TO IS GOLF ROAD MAKE A RIGHT TURN

ALL **QUESTIONS** REGARDING THIS BID **ARE DUE** ON **THURSDAY, JUNE 11, 2015 NO LATER THAN 3:00 P.M. CST.** EMAIL ALL QUESTIONS TO DANUTA RUSIN, SENIOR CONTRACT NEGOTIATOR (312-603-3948) AT <u>DANUTA.RUSIN@COOKCOUNTYIL.GOV</u>

BIDS ARE DUE AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 NO LATER THAN 10:00 A.M. CST ON FRIDAY, JUNE 26, 2015.

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

BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY

TONI PRECKWINKLE, COOK COUNTY PRESIDENT

SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER

May 2015

DOCUMENT SUBMITTAL CHECKLIST

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

- 1. _____ Bid Form 1 Schedule of Prices
- 2. _____ Bid Form 2 Determination of the Award Criteria Figure
- 3. _____ Signed Proposal Agreement
- 4. _____ Surety Statement of Qualification for Bonding
- 5. _____ MBE/WBE/DBE/SBE Commitment Form
- 6. _____ Contractor Certifications Regarding Labor Standards and Prevailing Wage Rates
- 7. ____ Bid Deposit Form
- 8. _____ Statement of Relevant Experience
- 9. ____ County of Cook Office of Contract Compliance Affidavit of Joint Venture MBE/WBE (If applicable)
- 10. _____ Mechanical License(s) (Required for Mechanical Construction Contract Only)
- 11. _____ Electrical License(s) (Required for Electrical Construction Contract Only)
- 12. _____ MBE/WBE/DBE/SBE Participation Plan
- 13. _____ Affidavit of Small Business Requirement (Required for SBE Contracts Only)
- 14. _____ Responsible Bidder Requirement
- 15. _____ Confidentiality Form
- 16. ____ Key Personnel
- 17. _____ Veteran's Preference For VBE and SDVBE (If applicable)

18. _____ Affidavit Veteran's Workplace Preference and Public Work Contracts (If applicable)

- 19. _____ Economic Disclosure Statement
 - a. _____ Section 2 Certifications
 - b. _____ Section 3 Required Disclosures
 - 1) _____ Cook County Affidavit of Child Support Obligations
 - 2) _____ Cook County Disclosure of Ownership Interest Statement
 - 3) _____ Sworn Familial Relationship Disclosure Form
 - c. _____ Section 4 Contract and Economic Disclosure Statement Execution Pages
 - d. _____ Section 5 Cook County Signature Page (To be left blank County to complete later)
- 20. _____ Certified Certificate of Eligibility (Required for Highway/Site Work Contract Only)
- 21. _____ Sworn Affidavit of Availability (Required for Highway/Site Work Contract Only)
- May 2015

DOCUMENT SUBMITTAL CHECKLIST

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DOCUMENT SUBMITTAL CHECKLIST

May 2015

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SECTION 1 - CONTRACT INFORMATION

CI-01 DEFINITIONS

- A. **ADJUSTMENT FACTOR** means a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **AFFILIATE**, An "Affiliate" of, or a person "Affiliated" with, a s specified person means any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person specified.
- C. **ARCHITECT** (also referred to as "Consultant" "Engineer") will be determined with each Job Order.
- D. **AWARD CRITERIA FIGURE** means the amount determined on Bid Form 2, which is used for the purpose of determining the lowest Bid.
- E. **BID** means a response to a Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- F. **BIDDER(S)** means any person who submits a Bid.
- G. CITY means the municipality in which the Work is to be located.
- H. CHIEF PROCUREMENT OFFICER is the Chief Procurement Officer, County of Cook, Illinois
- I. **CODE** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website. This page can be accessed by going to <u>www.cookctyclerk.com</u>, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
- J. **CONTRACT** means the agreement between the County and Contractor as set forth in the Contract Documents.
- K. **CONTRACT BASE TERM** means the initial period of the Contract and does not include any Renewal Terms.
- L. **CONTRACT DOCUMENTS** means collectively the Advertisement for Bid; Book 1, Contract Information, Instructions to Bidders Conditions of Contract, and Execution Documents; Book 2, General Conditions and Special Conditions; Book 3, the Construction Task Catalog[®]; Book 4, Technical Specifications; Addenda, if any; any statements, certifications, and bonds set forth or required by the foregoing; and all Job Orders and accompanying documents (Requests for Price Proposals, Detailed Scopes of Work, Price Proposals Job Order Proposal Packages, Plans and Drawings, Site Inspection Certificate, etc.) issued pursuant to the Contract. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- M. CONTRACTOR means the person that enters into a Contract with the County.
- N. **CONSTRUCTION MANAGER** is not applicable at this time but may be assigned with any Job Order. Any reference to a Construction Manager in the body of the documents shall be construed as a reference to the County or Architect, at the option of the County.
- O. CONSTRUCTION TASK CATALOG[®] (CTC) means Book 3 of the Contract Documents. The CTC is a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price (also referred to as the CTC).

- P. **COUNTY'S REPRESENTATIVE** means the Architect, Program Manager, Project Manager, Construction Manager, or any other designee as authorized by the County.
- Q. **CRITICAL PATH ACTIVITIES** means activities which control the Project duration. These are the activities or sequences of activities that take the most time to complete, and therefore have the greatest potential to delay the Project.
- R. **DETAILED SCOPE OF WORK** means a document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- S. **DIRECTOR** is the Director, or in their absence the Deputy Director, of the Department of Capital Planning and Policy, County of Cook, Illinois.
- T. **DRAWINGS** means all drawings and plans or reproductions of drawings and plans pertaining to the Work contemplated and its appurtenances.
- U. **ESTIMATED ANNUAL VALUE** means an estimate of the value of each Contract issued in accordance with the Contract Documents.
- V. FINAL COMPLETION means all aspects of the Project are complete, including all punchlist items and corrective work, any Warranty Materials allowed to be provided after Substantial Completion pursuant to the Contract Documents have been delivered, all Project Closeout Items have been provided, and the Contractor's final payment application has been approved by the County and the Architect.
- W. **FURNISH** means furnish only. Materials or items to be furnished shall be consigned to the Contractor and delivered to the site.
- X. HOLIDAY means any of the following days: New Year's Day, Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday, Casmir Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and any Holidays specific to individual user agencies such as the Cook County Health and Hospitals System.
- Y. **INSTALL** means install only. Materials or items to be furnished by others. Such materials or items shall be received at the site, unloaded, stored, protected, and installed in place, including connections, auxiliary items, and other work required for a complete and functioning installation, unless any such work is specifically excluded.
- Z. **JOB ORDER** means a written document requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A Job Order will normally be in the form of a Purchase Order issued by the County. An individual Project may consist of one or more Job Orders.
- AA. **JOB ORDER COMPLETION TIME** means the time within which the Contractor must complete the Detailed Scope of Work.
- BB. **JOB ORDER PRICE** means the firm, fixed, lump sum amount a Contractor will be paid for completing a Job Order.
- CC. JOB ORDER PROPOSAL PACKAGE means a set of documents including but not necessarily limited to : (1) a Job Order Price Proposal; (2) a proposed project schedule; (3) a list of proposed subcontractors indicating MBE/WBE/DBE status; (4) sketches, drawings, or layouts; and (5) technical data or information on proposed materials or equipment.
- DD. **JOINT SCOPE MEETING** means a meeting to discuss the work before the Detailed Scope of Work is finalized.

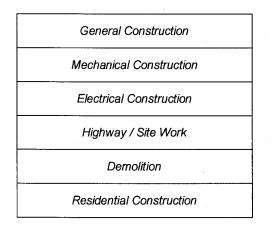
- EE. **KEY PERSONNEL** shall mean those individuals identified in Book 1, Section 6 on the form and included in your bid.
- FF. **LEED** stands for "Leadership in Energy & Environmental Design". It is a set of criteria formulated by the U.S. Green Building Council. Per Cook County mandate all newly constructed buildings, and buildings undergoing Capital Improvements, will be in compliance with the standards and requirements for the LEED Green Building Rating System. LEED Requirements, if any, will be identified with the Job Order.
- GG. **NON PRE-PRICED TASK** means an item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- HH. **NORMAL WORKING HOURS** means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for County holidays.
- II. **NOTICE OF AWARD** means a written notice that the Contract has been awarded to the Contractor, subject to proper bonding, insurance and other requirements of execution, which will be issued to the Contractor by the Chief Procurement Officer of Cook County.
- JJ. NOTICE TO PROCEED means a written notice issued by the County directing the Contractor to proceed with construction activities to complete the Job Order. A Notice to Proceed will not be issued until all permits, if any, have been issued. The Notice to proceed will set forth the construction start date, from which the Job Order Completion Time will be based, and the Substantial Completion date is determined.
- KK. **NOTICE TO PROCEED DATE** means the date of the Notice to Proceed, or such other date as is set forth in the Notice to Proceed.
- LL. **OTHER THAN NORMAL WORKING HOURS** means shall mean the Work that is to take place between the hours of 4.01 p.m. to 6.59 a.m. weekdays and all day Saturday, Sunday, and the County Holidays.
- MM. **OWNER** means collectively the County
- NN. **PRE-PRICED TASK** means an item of work included in the Construction Task Catalog® for which a Unit Price is given.
- 00. **PRICE PROPOSAL** means a document prepared by the Contractor that includes Prepriced Tasks from the Construction Task Catalog®, Non Pre-priced tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- PP. **PROGRAM MANAGER** represents the Owner for the purpose of a Job Order.
- QQ. **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.
- RR. **PROJECT** means, collectively, the improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- SS. PROJECT CLOSEOUT ITEMS means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as described in these Contract Documents or the Job Order; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.
- TT. **PROVIDE** means furnish and install.

- UU. **RENEWAL TERM** means an additional period of time beyond the Contract Base Term which extends the termination date of the Contract.
- W. REQUEST FOR PRICE PROPOSAL means a written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- WW. **SUBCONTRACTOR** means an individual, firm, partnership or corporation other than an employee of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials for the Job Order.
- XX. SUBSTANTIAL COMPLETION, "substantial completion", "Substantially Complete" or "substantially complete" means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by GC-55. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the Architect issues a Certificate of Substantial Completion in accordance with Substantial Completion of the Work section in the General Condition, setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate , including the County.
- YY. **SYSTEM** or "system" means a network of assemblies, components and parts, interfaced with each other and with any existing building equipment or utilities as required to provide integrated unit(s) and a functionally complete and operable product, turned over to the Owner in condition for service.
- ZZ. TECHNICAL SPECIFICATIONS means Book Four of the Contract Documents. The Technical Specifications contain written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. With regard to the Technical Specifications contained in Book 4, the grouping of work items is for convenience only and in no way shall imply or relate to the jurisdiction of each trade involved. The Contractor is charged with the responsibility to divide the aspects of the Work among the trades and subcontractors appropriately. None of the Architect, the Construction Manager or the Owner assumes responsibility for such interpretations or divisions.
- AAA. **TIME SCHEDULE** means the time schedule approved by the County in accordance with GC-50 Preconstruction Phase Activities, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements in GC-05, which shall set forth all Critical Path and other activities necessary to perform the Work in accordance with the Contract Documents. The Time Schedule must set forth the "Critical Path" activities showing all interrelationships with other activities as required to complete the Project.
- BBB. UNIT PRICE means the price published in the Construction Task Catalog[®] for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs[®]. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- CCC. **UTILITY** or "utility" means a commodity or service, such as electricity, water, sewer, and telecommunications, traditionally provided by a public utility, but including such as may be provided by private companies or providers.

DDD. **WORK** means all materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

CI-02 OVERVIEW OF THE CONTRACT

- A. A Job Order Contract is an indefinite quantity Contract pursuant to which the Contractor will perform one or more individual Job Orders at different locations for Cook County Departments.
- B. The bid documents include a Construction Task Catalog[®] (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. The Contractor will bid a set of Adjustment Factors that are to be applied to the Unit Prices contained in the CTC.
- C. Contracts will be awarded to the lowest, responsive and responsible bidders. The County intends to award one or more contracts in each of the following construction disciplines:



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

CI-03 GENERAL CONTRACT INFORMATION

A. Contracts:

D: : //	
Discipline	Scope of Work
General Construction	Used primarily for Job Orders whose Detailed Scope of Work involves general construction trades where the overall Work to be performed is outside the Scope of Work of the other JOC Contracts.
Mechanical Construction	Used primarily for Job Orders whose Detailed Scope of Work primarily involves mechanical and HVAC Work.
Electrical Construction	Used primarily for Job Orders whose Detailed Scope of Work primarily involves electrical Work.
Highway / Site Work	Used primarily for Job Orders whose Detailed Scope of Work primarily involves the repair and alteration of flat work/site work, structures and other infrastructure including but not limited to bridges, streets, highways, sidewalks, paving, landscaping, drainage structures, and storm sewers, curbs and gutters.
Demolition	Used primarily for Job Orders whose Detailed Scope of Work primarily includes demolition of whole structures.
Residential Construction	Used primarily for Job Orders whose Detailed Scope of Work is for Residential Work.

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

C. Scope of Work

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

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

CI-04 CONTRACT BASE PERFORMANCE PERIOD

- A. The Contract Base Term is two (2) years. Contract period is from June 1, 2016 through May 31, 2018.
- B. There are two (2) Renewal Terms of one (1) year each. Both parties must agree to extend the Contract for the Renewal Term(s).
- C. All conditions of the Contract shall be in effect for any Job Order issued during the term of the Contract until the Job Order has been completed even if the completion date occurs after the termination date of the Contract.

CI-05 CONTRACT AMOUNT

- A. There is no Minimum Contract Value for this Contract.
- B. The Estimated Annual Value of County issued Job Orders for each Contract is:

Discipline	Estimated Annual Value	Estimated Annual Value for SBE Contracts
General Construction	\$3,500,000	\$1,500,000
Mechanical Construction	\$2,500,000	\$1,000,000
Electrical Construction	2,500,000	\$1,000,000
Highway / Site Work	\$2,000,000	\$750,000
Demolition	\$5,000,000	\$750,000
Residential Construction	\$0	\$0

CI-06 CONTRACT DOCUMENTS

- A. The Contract consists of the following component books :
 - 1. Book 1: Contract Information, Instructions to Bidders Condition of Contract, and Execution Documents
 - 2. Book 2: General Conditions and Special Conditions
 - Book 3: The Construction Task Catalog[®] (CTC)

3.

SECTION 1 - CONTRACT INFORMATION

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

CI-07 ADJUSTMENT FACTORS

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

CI-08 BID PRICING

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

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

- C. The CTC is priced at a net value of 1.0000. The bid shall be an "increase to" (e.g., 1.1000) or "decrease to" (e.g., 0.9500) to the Unit Prices listed in the CTC. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
- D. The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment

Factor must be equal to or greater than 1.0000.

- E. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 to 00-7 of the CTC for a complete explanation of what is included in the Unit Prices and what is not.
- F. **Material price spike adjustment:** For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 50% above what the cost of that material was at the time of Contract award, or at the time of an annual price adjustment based on the Construction Cost Index.
 - 1. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,
 - a). identify the specific material that has experienced a major spike,
 - b). identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
 - c). demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.
 - 2. The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time of award or annual price adjustment, times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.
 - 3. The County at its option may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.
- G. Any revision by the Illinois Department of Labor and/or the US Department of Labor to the applicable prevailing hourly rates of wages and, except as set forth above, any increases or decreases in the material prices during the Contract period shall not result in a revision of the Unit Price to be paid by the County for Work performed under the Contract.

CI-09 BASIS OF AWARD (AWARD CRITERIA FIGURE)

- A. The Bidders must complete Bid Form 1 and Bid Form 2 for each Contract to be Bid. The Bidder shall enter on Bid Form 1 their bid Adjustment Factors for:
 - 1. Normal Working Hours
 - 2. Other Than Normal Working Hours
 - 3. Non Pre-priced Adjustment Factor
- B. The Bidder shall transfer the bid Adjustment Factors on Bid Form 1 to Bid Form 2 and complete the necessary calculations to arrive at an Award Criteria Figure.
- C. The lowest bid will be determined by the Award Criteria Figure.
- D. If additional awards are made, the awards will be made in sequence beginning with the next lowest responsive, responsible Bidder

- E. Unbalanced Bid: Bids that the County considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- F. It is the intention of the County to award the following number of Contracts for each discipline:

Discipline	Proposed # of Awards	Proposed # of SBE Awards
General Construction	(4) Contracts	(2) Contracts
Mechanical Construction	(2) Contracts	(1) Contract
Electrical Construction	(2) Contracts	(1) Contract
Highway / Site Work	(2) Contracts	(1) Contract
Demolition	(2) Contracts	(1) Contract
Residential Construction	(1) Contract	(1) Contract

CI-10 ASSIGNMENT OF WORK

A. If multiple contracts are entered into, the assignment of the work for each discipline is at the discretion of the County. However the County intends to assign work, within each set of disciplines, as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance set forth in Book 2, JOC General Conditions.

CI-11 ELIGIBILITY

- A. Bidders submitting a Bid for the Mechanical Construction Contract (1555-14475-MC) must have a current Mechanical License, and provide such with the Bid. If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current mechanical license.
- B. Bidders submitting a Bid for the Electrical Construction Contract (1555-14475-EC) must have a current Electrical License, and provide such with the Bid. If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current electrical license.
- C. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must be prequalified with the Illinois Department of Transportation (IDOT) for the category of Work to be performed. Information on prequalification can be found at IDOT's website <u>http://dot.state.il.us/</u> in the FAQ section. The Bidder shall submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation.
- D. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must submit with its Bid a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office. The Affidavit of Availability can be found at IDOT's website <u>http://dot.state.il.us/</u>.
- E. Bidders submitting a Bid for the Small Business Contracts must be Small Business

Enterprise in accordance with the requirements set forth in these Contract Documents.

CI-12 WAGE RATES

- A. **Prevailing Wage Rates:** Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all trades performing work under this Contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <u>http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm</u> maintained by the State of Illinois Department of labor.
 - 1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.
- B. Davis Bacon Wage Rates: For Job Orders funded in part or whole with federal money, not less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site http://www.wdol.gov/dba.aspx maintained by the State of Illinois Department of labor.
 - 1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the Davis Bacon rate of wages in effect, as determined by the United States Department of Labor, at the time the Work is performed. If the United States Department of Labor revises the Davis Bacon rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the Davis Bacon wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.

CI-13 OFFICE

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

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SECTION 1 - CONTRACT INFORMATION

May 2015

SECTION 2 - INSTRUCTIONS TO BIDDERS

IB-01 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

IB-02 PREPARATION OF BID

The bidder shall prepare three (3) bound copies of his bid on the bid proposal documents provided by Cook County and all documents that are to be inserted by the bidder. The bidder shall also submit, in PDF format, one (1) electronic copy of his bid identical to the bound copies of the bid proposal documents on USB drive, thumb drive, CD-ROM, or similar device. Unless otherwise stated, all blank spaces on the proposal page or pages applicable to these Contract Documents shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

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

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

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

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

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

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

IB-03 PRICES FIRM

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

IB-04 SUBMISSION OF BID

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

If a Bidder submits bids for more than one discipline, a separate bid package must be submitted with each bid. Each bid package must contain all the documents listed in the Document Submittal Checklist.

IB-05 WITHDRAWAL OF BID

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

IB-06 BID DEPOSIT

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

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

Any proposal submitted without being accompanied by the foregoing will be considered informal and will be rejected. Any proposal accompanied by a bid deposit not properly executed may be rejected. The Bidder hereby agrees that the Bid Deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-05 or otherwise fails or refuses to honor the bid offer upon award of the Contract.

IB-07 PRE-BID CONFERENCES

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

Two (2) pre-bid conferences will be held on the date, time and location indicated in Book 1. At that time, specific questions will be entertained and Contract Documents will be clarified.

IB-08 BIDDER WARRANTIES

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

To the extent this contract calls for repair work, the extent of repairs is approximately represented on the Detailed Scope of Work. The actual locations and extent of the repair may deviate from that represented on the Detailed Scope of Work based on the field conditions.

The submission of a Bid shall constitute a warranty that:

The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Contract Documents and have found them complete and free from ambiguities and sufficient for the purposes intended.

The Bidder and all workmen, employees and Subcontractors he intends to use are skilled and experienced in the type of construction represented by the Contract Documents bid upon.

Neither the Bidder nor any of his employees, agents, suppliers or Subcontractors have relied on any verbal representations from the Owner, or any of the Owner's employees, agents, or consultants, in assembling the Bid figure.

The Adjustment Factors are based solely on the Contract Documents, including properly issued written addenda and not upon any other written or oral representation.

Reports of investigations and tests of existing subsurface and latent physical conditions have been relied

upon by the Architect in preparing the Detailed Scope of Work. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting the Job Order Proposal, the Contractor, at his own expense, make such additional investigations and tests as the Contractor may deem necessary to prepare a Price Proposal in accordance with the Detailed Scope of Work.

The Contractor shall notify the "Director" of any and all site visits to be made.

With each Job Order, the Contractor shall visit the site and familiarize themselves with the existing conditions and satisfy themselves as to the nature and scope of the Work and the difficulties that attend its execution. The submission of a Job Order Proposal will be considered as evidence that such an examination has been made and later claims for labor, equipment and/or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be allowed.

Where the Detailed Scope of Work includes or reference information pertaining to subsurface exploration, soil borings, test pits or other subsurface data, such information represents only the best knowledge of the County and its Architect, as to the location, character, or quantity of subsurface materials and/or conditions. This information if included, is for the convenience of the Contractor only and shall not relieve the Contractor of the obligation to fully investigate site conditions. The County assumes no responsibility whatsoever in respect to the sufficiency or accuracy of subsurface information; and there is no warranty, either express or implied, that the conditions may not occur.

By submitting a Job Order Proposal, the Contractor represents and warrants to Owner that it is experienced in the type of construction represented by the Detailed Scope of Work, that Contractor understands the complexity involved in this type of construction and the necessity of coordination of the Work with governmental authorities and the community within which the Project will be constructed.

With its bid, each Bidder shall submit evidence of experience in the format attached. This experience shall include at least three (3) renovation or rehabilitation projects of comparable size and complexity to the Project that the Bidder has completed as the prime contractor, or as the majority partner in a joint venture or partnership, or as a substantial member of another business entity. If the Bidder is a joint venture or partnership, then evidence of experience may include which a majority member, partner or venturer completed shall be considered as experience of the Bidder. If the Bidder is a corporation or limited liability corporation, then projects completed by a majority shareholder or member shall be considered as experience of the Bidder. In an appropriate case, experience of Key Personnel may be considered as experience of the Bidder, if in the County's reasonable judgment, the Bidder has the experience and capacity to provide support for the proper performance of the Work and completion of the Project. Bids that do not demonstrate the required experience may be considered non-responsive.

IB-09 CONSIDERATION OF BIDS

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

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

The Contractor shall perform a minimum of 20% of the work with his own forces. The value of the Contractor's work shall be based on the bid money value of all materials purchased by the Contractor and all labor performed by his own organization, but not including materials or labor provided by Subcontractors.

After Bid Proposals are opened and read aloud, they will be evaluated based on the Award Criteria Figure, conformance with specifications, the responsibility of the various bidders taking into consideration factors including, but not limited to, those noted in IB-10.

IB-10 ACCEPTANCE OF BID

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

IB-11 COMPETENCY OF BIDDER

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

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

IB-12 PERFORMANCE AND PAYMENT BOND

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

Discipline	Annual Amount of Performance and Payment Bond	Amount of Performance and Payment Bond on SBE Contracts
General Construction	\$3, 500, 000	\$1,500,000
Mechanical Construction	\$2,500,000	\$1,000,000
Electrical Construction	\$2,500,000	\$1,000,000
Highway / Site Work	\$2,000,000	\$750,000
Demolition	\$5,000,000	\$750,000
Residential Construction	\$0	\$0

In the event the parties agree to exercise a Renewal Term, or the cumulative amount of work issued exceeds the bond(s) submitted, the Contractor shall deliver new Payment and Performance bonds in increments for the amounts specified in the above table.

IB-13 FAILURE TO FURNISH BOND

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

IB-14 RETURN OF BID DEPOSIT

The Bid Deposit, if other than surety bond, of all except the four (4) lowest responsive and responsible Bidders will be returned within thirty (30) calendar days after the opening of Bids. The Bid Deposits, if other than surety bond, of the four lowest responsive and responsible bidders will be returned, after the Cook County Board of Commissioners has approved the Contract.

IB-15 CATALOGS

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

IB-16 TRADE NAMES / SUBSTITUTIONS

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

- A. Bids shall be based on the standards set forth in the Construction Task Catalog® and Technical Specifications.
- B. Job Order Substitution Procedures: The following procedures have been provided to allow closely equivalent products to be considered. No substitutions will be acceptable unless these procedures are followed.
 - 1. Submit written requests to the Owner for substitution of products and systems in lieu of those specified in the Detailed Scope of Work. Unless otherwise allowed by the Owner, the Owner will not consider requests after the submission of the Job Order Proposal.
 - 2. All substitution requests shall be clearly identified, described and in accordance with provisions of Contract Documents and on the Request for Substitution Form.
 - 3. Whenever a substitute is submitted for acceptance, the final decision as to whether or not such substitution is closely equivalent to the specified product or system and fully meets the design concept shall be made by Director.
- **C.** Submittal Data for Substitutions:

Contractors requesting a substitution must provide clear data or information comparing the proposed substitution with the substituted item in the technical specification and clearly identifying differences from the specified item of Equipment. This data must be referenced to and supported by sufficient documentation (in the form of published technical literature, technical article(s), brochures, or other documentation) to enable the County and the Architect to evaluate compliance with the specification.

- If the Contractor must take an exception to any item or detail included in the Detailed Scope of Work, the Contractor must state in writing what the exception is and state in writing the justification or rationale for the exception.
- D. Acceptance/Rejection of Substitutions:
 - 1. The County's review of substitution requests will be based on products and systems specified in the Detailed Scope of Work and desired design and operational results.
 - 2. If a substitution is acceptable to Director, but differs in physical character from the specified product or system, or if a substitution requires modified services and/or facilities to be provided by any party, or requires modifications to the project, the

Ε.

Contractor making substitution shall pay all costs due to the substitution, including but not limited to costs of modifying accepted substitution to fit conditions or cost of modifying the Detailed Scope of Work to permit installation and use of accepted substitution, including costs not identified in the request for substitution, but which later become apparent.

- 3. Neither acceptance of a substitution, nor the furnishing of a substitution, shall relieve Contractor of responsibility for failure of substitution to perform intended functions of originally specified materials, systems and equipment.
- Accepted substitution(s) shall be incorporated into the revised Detailed Scope of Work. Substitutions which have not been specifically accepted in writing, shall be deemed rejected.
- After Award of the Job Order: No substitutions will be considered except as follows.
 - 1. It shall be the duty of the Contractor to immediately inform the Architect and Director of any suspected or anticipated substitutions required pursuant to the following conditions:
 - a) Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
 - b) Unavailability of specified products, through no fault of Contractor and/or subcontractor. "Unavailability" shall mean that the product specified is no longer available for purchase in the market place.
 - c) Subsequent information discloses inability of specified products to properly meet the specifications, or to fit in a designed space.
 - 2. If any such substitution is required under this subsection, such substitution shall be processed in accordance with the procedures set forth in subparagraphs B through D of this section, except that the time limit for submitting the request shall not apply, and acceptance of the request shall be means of return of the request signed for approval by the Director.

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

IB-17 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

Danuta Rusin Office of the Chief Procurement Officer Senior Contract Negotiator Danuta.Rusin@cookcountyil.gov

Cook County Illinois

118 North Clark Street - Room 1018 Chicago, Illinois 60602

(Reference Solicitation Name and Number)

IB-18 CASH BILLING DISCOUNTS

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

IB-19 TAXES

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

IB-20 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

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

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

IB-21 REQUIRED UPDATES

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

IB-22 ADDITIONAL INFORMATION

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

IB-23 BIDS TO CONFORM IN CONDITIONS IN ADVERTISING COOK COUNTY ORDINANCE CHAPTER 34, SECTION 136

The Board of Commissioners will not entertain or consider any bids received after the exact time specified in advertisements or any bids not accompanied by the required bid deposit or any bids in any other way

failing to comply fully with the conditions stated in the advertisement therefor.

IB-24 EXCEPTIONS

Any deviations or exceptions which the Bidder intends to take from the Specifications or other Contract Documents must be noted on the Proposal page or pages attached thereto, with the exact nature of the changes outlined in detail, along with the reasons for such deviations or exceptions. The County of Cook reserves the right to reject and disqualify any proposals containing deviations or exceptions.

IB-25 BID RIGGING – BID ROTATING

By submitting a Proposal, the Bidder warrants that neither Bidder, its officers, employees or agents have participated in bid rigging, bid rotating or offering of kick-backs as defined by the Illinois Criminal Code, **[Ilinois Revised Statutes (1991) Ch. 38, par. 33E. [Illinois Compiled Statutes 1992, 720 ILCS 5/33E-1].** The Bidder shall execute a Certificate with such assurances to be submitted as part of the Bid Proposal.

IB-26 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

IB-27 BID DISPUTES

Section 34-136 of the Cook County Procurement Code permits Bidders to file protests. Any Bidder who reasonably believes that the recommended Bidder is not the lowest Responsive and Responsible Bidder, or has a complaint about the bid process, may submit a bid protest, in writing, and directed to the CPO, within three business days after the date upon which the CPO posts the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protester believes the recommended Bidder is not the lowest Responsive and Responsible Bidder, or why the protestor believes the bid procedure was unfair, including a statement of how the alleged unfairness prejudiced the protesting Bidder and the action requested of the CPO. A bid protest based on an issue which could have been clarified through a request for clarification or information pursuant to Section 34-136(d), Communications with the County regarding competitive bidding process, will not be considered if the protesting Bidder failed to make such request. When a bid protest has been submitted, no further action shall be taken on the Procurement until the CPO makes a decision concerning the bid protest, unless the Using Agency responds in writing and sufficiently demonstrates that

the item to be procured is urgently required and (ii) failure to make the award promptly will unduly delay delivery or performance or cause other undue harm.

The CPO shall issue a written decision on the bid protest to the protesting Bidder and to any other Bidder affected by such decision as soon as reasonably practicable. If the bid protest is upheld based on a lack of fairness in the bid procedure, the CPO shall re-bid the procurement. If the CPO determines that the recommended Bidder was not Responsive and Responsible, that Bidder shall be disqualified and the CPO may either recommend the lowest Responsive and Responsible Bidder or re-bid. Any CPO decision concerning bid protests shall be final.

IB-28 LOCAL BUSINESS PREFERENCE COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 6, SECTION 34-230.

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest Award Criteria Figure or lowest evaluated Award Criteria Figure from a responsive and responsible non-local business by more than five percent (5%).

"Local Business" shall mean a person, including a foreign corporation authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when a Bid is submitted to the County and further which employs the majority of its regular, full time work force within Cook 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 Proposal submittal, have such a bona fide establishment within the County.

IB-29 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of 1/2% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-30 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract.

IB-31 ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBEs") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

END OF SECTION

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SECTION 3 – CONTRACT INSURANCE REQUIREMENTS INSURANCE FOR 1555-14475-GC & SBE-GC : GENERAL CONSTRUCTION

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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

3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

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

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

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

5) <u>Contractors Pollution Liability</u>

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

6) Builders Risk/Installation

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

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

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

7) Professional Liability

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

8) <u>Valuable Papers</u>

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

9) <u>Marine Protective & Indemnity</u>

SECTION 3 - CONTRACT INSURANCE REQUIREMENTS

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

10) <u>Asbestos Abatement Liability</u>

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

11) <u>Owner's and Contractor's Protective Liability</u>

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

B. ADDITIONAL REQUIREMENTS

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

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

Any deductibles or self-insured retentions on referenced insurance coverages must be

borne by Contractor.

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

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

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

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

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

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

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

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

INSURANCE FOR 1555-14475-MC & SBE-MC: MECHANICAL CONSTRUCTION

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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

3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

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

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

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

5) <u>Builders Risk/Installation</u>

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

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

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

6) <u>Professional Liability</u>

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

7) <u>Valuable Papers</u>

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

8) <u>Contractors Pollution Liability</u>

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

9) <u>Marine Protective & Indemnity</u>

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

10) <u>Asbestos Abatement Liability</u>

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

11) <u>Owner's and Contractor's Protective Liability</u>

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

INSURANCE FOR 1555-14475-EC & SBE-EC: ELECTRICAL CONSTRUCTION

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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

3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

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

SECTION 3 -CONTRACT INSURANCE REQUIREMENTS

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

5) Builders Risk/Installation

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

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

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

6) <u>Professional Liability</u>

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

7) Valuable Papers

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

8) <u>Contractors Pollution Liability</u>

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

9) <u>Marine Protective & Indemnity</u>

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

10) <u>Asbestos Abatement Liability</u>

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

11) <u>Owner's and Contractor's Protective Liability</u>

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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COOKCTY

Cook County Office of the Chief Procurement Officer 118 N. Clark Street, Room 1018 Chicago, IL 60602 CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01)

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INSURANCE FOR 1555-14475-SW & SBE-SW: HIGHWAY / SITE WORK

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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

3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

4) Railroad Protective Liability

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

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

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

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

5) <u>Contractors Pollution Liability</u>

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

6) Builders Risk/Installation

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

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

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

7) <u>Professional Liability</u>

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

8) <u>Valuable Papers</u>

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

9) <u>Marine Protective & Indemnity</u>

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

10) <u>Asbestos Abatement Liability</u>

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

11) Owner's and Contractor's Protective Liability

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

INSURANCE FOR 1555-14475-D & SBE-D: DEMOLITION

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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

3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium by multiplying the actual cost of the premium as evidenced by an invoice from the insurance company times the Non Pre-priced Adjustment Factor.

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

SECTION 3 -CONTRACT INSURANCE REQUIREMENTS

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

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

5) <u>Contractors Pollution Liability</u>

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

6) Builders Risk/Installation

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

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

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

7) <u>Professional Liability</u>

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

8) Valuable Papers

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

9) <u>Marine Protective & Indemnity</u>

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

10) <u>County's and Contractor's Protective Liability</u>

When Contractor undertakes any construction involving bridges or bridge work, with respect to the operations performed by Contractor, a County's and Contractor's Protective Liability policy designating the County of Cook as named insured must be provided with limits of not less than <u>\$2,000,000</u> per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

11) <u>Asbestos Abatement Liability</u>

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

12) <u>Owner's and Contractor's Protective Liability</u>

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

B. ADDITIONAL REQUIREMENTS

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

by the County of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Contract, and the County retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

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

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

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

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

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

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

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

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

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

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

INSURANCE FOR 1555-14475-RC & SBE-RC: RESIDENTIAL CONSTRUCTION

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

2) <u>Commercial General Liability</u> (Primary and Umbrella)

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

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

3) <u>Automobile Liability</u> (Primary and Umbrella)

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

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

4) <u>Contractors Pollution Liability</u>

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

5) Builders Risk/Installation

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

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

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

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

6) <u>Professional Liability</u>

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

7) Valuable Papers

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

8) <u>Asbestos Abatement Liability</u>

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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SECTION 4 – WAGE RATES

WAGES OF EMPLOYEES ON PUBLIC WORKS

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

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ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATE

Cook County Prevailing Wage for May 2015

(See explanation of column headings at bottom of wages)

Trade Name ====================================				Base === ===	FRMAN M-	-F>8	OSA	OSH	H/W =====	Pensn	Vac	Trng
ASBESTOS ABT-GEN		ALL			38.700 1					10.12	0.000	0.500
ASBESTOS ABT-MEC		BLD		35.100	37.600 1	.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER		BLD		45.650	49.760 2	2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON		BLD		42.580	46.840 1	5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER		ALL		43.350	45.350 1	.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON		ALL		43.100	45.100 2	2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER		BLD		35.810	0.000 1		1.5	2.0	10.55	8.440	0.000	0.710
COMM. ELECT.		BLD		39.000	41.800 1	.5	1.5	2.0	8.420	11.98	1.100	0.700
ELECTRIC PWR EQMT OP		ALL		46.100	51.100 1	.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100 1	5	1.5	2.0	8.390	11.60	0.000	0.360
ELECTRIC PWR LINEMAN		ALL		46.100	51.100 1	.5	1.5	2.0	10.76	14.87	0.000	0.460
ELECTRICIAN		ALL		44.000	47.000 1	5	1.5	2.0	13.33	14.77	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150 2	2.0				14.21		
FENCE ERECTOR		ALL		35.840	37.840 1	.5				11.51		
GLAZIER		BLD		40.000	41.500 1	.5				15.99		
HT/FROST INSULATOR		BLD			50.950 1					12.16		
IRON WORKER		ALL			45.000 2					20.65		
LABORER		ALL			38.750 1					10.12		
LATHER		ALL			45.350 1				13.29		0.000	
MACHINIST		BLD			46.850 1					8.950		
MARBLE FINISHERS		ALL			32.970 1				9.850		0.000	
MARBLE MASON		BLD			45.960 1		1.5			13.42		
MATERIAL TESTER I		ALL		28.000	0.000 1	-	1.5			10.12		
MATERIALS TESTER II		ALL		33.000	0.000 1					10.12		
MILLWRIGHT		ALL	-		45.350 1					13.75		
OPERATING ENGINEER					51.100 2					11.80		
OPERATING ENGINEER OPERATING ENGINEER					51.100 2					11.80		
OPERATING ENGINEER					51.100 2					11.80 11.80		
OPERATING ENGINEER		BLD			51.100 2 51.100 2	2.0	2.0			11.80		
OPERATING ENGINEER			-		51.100 2					11.80		
OPERATING ENGINEER		BLD			51.100 2					11.80		
OPERATING ENGINEER		FLT			52.450 1					11.00		
OPERATING ENGINEER					52.450 1					11.05		
OPERATING ENGINEER		FLT					1.5			11.05		
OPERATING ENGINEER					52.450 1					11.05		
OPERATING ENGINEER					52.450 1					11.05		
OPERATING ENGINEER					35.000 1					11.05		
OPERATING ENGINEER					49.300 1					11.80		
OPERATING ENGINEER	,				49.300 1					11.80		
OPERATING ENGINEER					49.300 1					11.80		
OPERATING ENGINEER					49.300 1					11.80		
OPERATING ENGINEER					49.300 1					11.80		
OPERATING ENGINEER					49.300 1					11.80		
OPERATING ENGINEER		HWY	7	46.300	49.300 1	1.5	1.5	2.0	17.10	11.80	1.900	1.250
ORNAMNTL IRON WORKER		ALL		43.900	46.400 2	2.0						0.650
PAINTER		ALL		40.750	45.500 1	1.5	1.5	1.5	10.75	11.10	0.000	0.770

May 2015

PAINTER SIGNS	В	BLD	33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIVER	A	LL	43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630
PIPEFITTER	В	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	В	BLD	42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650
PLUMBER	В	BLD .	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	E	BLD	40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	E	BLD	41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690
SIGN HANGER	Ē	BLD	31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000
SPRINKLER FITTER	E	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	A	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	E	3LD	42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030
-> NOT IN EFFECT	ALI	3	37.000 31	7.750 1.	.5	1.5 2	.0 12	2.97 9	.930 0	,000 0	.500
TERRAZZO FINISHER	E	BLD	37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620
TERRAZZO MASON	E	BLD	40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820
TILE MASON	· E	BLD	42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920
TRAFFIC SAFETY WRKR	H	ΙWΥ	32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500
TRUCK DRIVER	ΕA	LL 1	. 33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	ΕA	ALL 2	2 34.100	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	ΕA	ALL 3	34.300	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	ΕA	ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	WA	ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	WA	ALL 2	2 32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	WA	ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	WA	ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	E	BLD	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

Legend: RG (Region) TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers) C (Class) Base (Base Wage Rate) FRMAN (Foreman Rate) M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri. OSA (Overtime (OT) is required for every hour worked on Saturday) OSH (Overtime is required for every hour worked on Saturday) OSH (Overtime is required for every hour worked on Sunday and Holidays) H/W (Health & Welfare Insurance) Pensn (Pension) Vac (Vacation) Trng (Training)

Section 1.01 Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER

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

including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

MATERIAL TESTER II: Field inspection of welds, structural steel,

SECTION 4 - PREVAILING WAGE RATES

fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

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

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

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

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

May 2015

SECTION 4 – PREVAILING WAGE RATES

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

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

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven;

Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

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

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Dredge).

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

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

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane

usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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

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

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

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

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

Other Classifications of Work:

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

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involv

UNITED STATES DEPARTMENT OF LABOR DAVIS BACON WAGE RATES

General Decision Number: IL150009 04/03/2015 IL9

Superseded General Decision Number: IL20140009

State: Illinois

Construction Types: Building, Heavy, Highway and Residential

County: Cook County in Illinois.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at <u>www.dol.gov/whd/govcontracts</u>.

Modification Number Publication Date

0	01/02/2015
1	01/23/2015
2	01/30/2015
3	02/06/2015
4	02/20/2015
5	04/03/2015

ASBE0017-001 06/01/2014

Rates Fringes

ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective

coverings, coatings, and	
finishes to all types of	
mechanical systems\$ 48.45	24.35
Fire Stop Technician\$ 38.76	23.15

HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials,

whether they contain asbestos or not, from mechanical systems	.\$ 36.34	23.15	
BOIL0001-001 01/01/2014			
	Rates	Fringes	
BOILERMAKER	.\$ 42.13	25.45	
BRIL0021-001 06/01/2014			
	Rates	Fringes	
BRICKLAYER	\$ 42.58	23.80	
BRIL0021-004 06/01/2014			
	Rates	Fringes	i
Marble Mason\$	41.78	23.37	
BRIL0021-006 06/01/2014			
		Rates	Fringes
TERRAZZO WORKER/SETT TILE FINISHER TILE SETTER\$	\$ 33.60	15.22	22.43
BRIL0021-009 06/01/2014			
	Rates	Fringe	s
MARBLE FINISHER	\$ 31.40	23.00	ана (1997) • При станования • При станования (1997)
BRIL0021-012 06/01/2014			
	Rates	Fringes	
Pointer, cleaner and caulker.		Fringes 22.46	
Pointer, cleaner and caulker. CARP0555-001 06/01/2014			
	\$ 41.62 Rates	22.46	
CARP0555-001 06/01/2014 CARPENTER Carpenter, Lather, Millwright, Piledriver,	\$ 41.62 Rates	22.46 Fringes	
CARP0555-001 06/01/2014 CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer	\$ 41.62 Rates	22.46 Fringes	

SECTION 4 - PREVAILING WAGE RATES

structures with elevators and structures over 3 1/2 stories)	27.67	
ELEC0009-003 06/02/2014		
	Rates	Fringes
Line Construction Groundman\$ 3 Lineman and Equipment		21.79
Operator\$ 46.1	0	27.94
* ELEC0134-001 06/02/2014		
	Rates	Fringes
ELECTRICIAN\$	44.00	28.85
ELEC0134-002 04/01/1998		
	Rates	Fringes
ELECTRICIAN CLASS "B"\$ 20	0.71	2.975+a+b

CLASS B SCOPE OF WORK:

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

FOOTNOTES:

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

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

ELEC0134-003 06/02/2014

Rates Fringes

ELECTRICIAN

ELECTRICAL TECHNICIAN......\$ 39.00 21.10

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

* ELEV0002-003 01/01/2015

Rates Fringes

ELEVATOR MECHANIC......\$ 50.80 28.39+a+b

FOOTNOTES:

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

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

* ENGI0150-006 06/01/2014

Building and Residential Construction

Rates Fringes

OPERATOR: Power Equipment

GROUP	1	\$ 47.10	32.05
GROUP	2	\$ 45.80	32.05
GROUP	3	\$ 43.25	32.05
GROUP	4	\$ 41.50	32.05

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt Plant*; Asphalt Spreader; Autograde*; Backhoes with Caisson attachment*:Batch Plant*; Benoto(Requires two Engineers); Boiler and Throttle Valve;

Caisson Rigs*; Central Redi-Mix Plant*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted)*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.*; Concrete Paver 27E cu ft and Under*; Concrete Placer*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes*; Cranes, Hammerhead*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc; Derricks; Derricks, Traveling*; Formless Curb and Gutter Machine*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 vd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines; Hoists, One, Two, and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac (and similar equipment);Locomotives; Motor Patrol*; Pile Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress Machine; Pump Cretes Dual Ram(Requiring frequent Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form Paver*; Straddle Buggies; Tournapull; Tractor with Boom, and Side Boom; and Trenching Machines*.

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

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

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

*-Requires Oiler

* ENGI0150-025 06/01/2014

Heavy and Highway Construction

Rates Fringes

OPERATOR: Power Equipment

GROUP 1	\$ 45.30	32.05
GROUP 2	\$ 44.75	32.05
GROUP 3	\$ 42.70	32.05
GROUP 4	\$ 41.30	32.05
GROUP 5	\$ 40.10	32.05

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Batch Plant*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination Backkhoe Front End Loader Machine, (less than 1 cu yd Backhoe Bucket with attachments); Compressor and Throttle Valve; Compressor, common receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S series to and including 27 cu ft; Concrete Spreader; Concrete Curing Machine; Burlap Machine; Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or similar type); Drills (all); Finishing Machine-Concrete; Greaser Engineer;

Highlift Shovels or Front End Loader; Hoist- Sewer Dragging Machine; Hydraulic Boom Trucks, all attachments; Hydro-Blaster (requires two operators); Laser Screed*; Locomotives, Dinky; Off-Road Hauling Units (including articulating); Pump Cretes; Squeeze Cretes-Screw Type pumps, Gypsum Bulker and Pump; Roller Asphalt; Rotary Snow Plows; Rototiller, Seaman, self-Propelled; Scoops-Tractor Drawn; Self- propelled Compactor; Spreader-Chip-Stone; Scraper; Scraper-Prime Mover in Tandem regardless of size (add \$1.00 to Group 2 hourly rate for each hour and for each machine attached thereto add \$1.00 to Group 2 hourly rate for each hour); Tank Car Heater; Tractors, Push, pulling Sheeps Foot, Disc, or Compactor, etc; Tug Boats

GROUP 3: Boilers; Brooms, all power propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer, two bag and over; Conveyor, Portable; Farm type Tractors used for mowing, seeding, etc; Fireman on Boilers; Forklift Trucks; Grouting Machines; Hoists, Automatic; Hoists, all Elevators; Hoists, Tugger single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-hole Digger; Power Saw, Concrete, Power Driven; Pug Mills; Rollers, other than asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with A-Frame; Work Boats; Tamper-Form motor driven

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

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

*Requires Oiler

IRON0001-026 06/01/2013

Rates Fringes

IRONWORKER		
Sheeter	\$ 42.32	33.74
Structural and Re	einforcing\$ 42.07	33.74

IRON0063-001 06/01/2013

	Rates	Fringes
IRONWORKER, ORNAMENTAL	\$ 42.90	30.11

IRON0063-002 06/01/2014

	Rates	Fringes
IRONWORKER Fence Erector	\$ 35.84	24.82
IRON0136-001 07/01/	2012	
	Rates	Fringes
IRONWORKER Machinery Movers; Macinery Erectors Master Riggers	\$ 35.87	7 28.67 28.67
LABO0002-006 06/01/	/2014	
	Rates	Fringes
GROUP 2 GROUP 3 GROUP 4 GROUP 5 GROUP 6 GROUP 7 GROUP 8	\$ 38.00 \$ 38.00 \$ 28.075 \$ 38.10 \$ 38.15 \$ 38.20 \$ 38.22 \$ 38.32 \$ 38.35 \$ 38.45 \$ 38.27	24.40 24.40 24.40 24.40 24.40 24.40 24.40 24.40 24.40 24.40 24.40 24.40 24.40

LABORER CLASSIFICATIONS

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

GROUP 2: Fireproofing and Fire Shop laborers.

GROUP 3: Cement Gun.

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

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

GROUP 6: Stone Derrickmen & Handlers.

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

GROUP 8: Firebrick & Boiler Laborers.

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

GROUP 10: Boiler Setter Plastic Laborers.

GROUP 11: Jackhammermen on fire brick work only.

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

LABO0002-007 06/01/2014

Rates Fringes

LABORER (HEAVY & HIC	GHWAY)	
GROUP 1	.\$ 38.00	24.40
GROUP 2	.\$ 38.27	24.40
GROUP 3	.\$ 38.15	24.40
GROUP 4	.\$ 38.27	24.40
GROUP 5	.\$ 39.00	24.40

LABORER CLASSIFICATIONS

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

GROUP 2: Ashpalt tampers & smoothers; Cement gun laborers

GROUP 3: Cement Gun Nozzle (laborers), Gunite

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

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

LABO0002-008 06/01/2014

Rates Fringes

LABORER (Compressed	Air)	
0 - 15 POUNDS	\$ 39.00	24.40
16 - 20 POUNDS	\$ 40.50	24.40
21 - 26 POUNDS	\$ 41.00	24.40
27 - 33 POUNDS	\$ 42.00	24.40
34 - AND OVER	\$ 43.00	24.40

LABORER (Tunnel and Sewer)

GROUP 1	\$ 38.00	24.40
GROUP 2	\$ 38.12	24.40
GROUP 3	\$ 38.22	24.40
GROUP 4	\$ 38.35	24.40
GROUP 5	\$ 39.00	24.40

LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

GROUP 4: Air trac drill operator; Miner; Bricklayer tenders; Concrete blower operator; Drillers; Dynamiters; Erector operator; Form men; Jackhammermen; Powerpac; Mining machine operators; Mucking machine operator; Laser beam operator; Liner plate and ring setters; Shield drivers; Power knife operator; Welder- burners; Pipe jacking machine operator; skinners; Maintenance technician

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0225-001 06/01/2011

Rates Fringes

LABORER (DEMOLITION/WRECKING) GROUP 1.....\$ 30.00 21.45

May 2015

SECTION 4 - PREVAILING WAGE RATES

GROUP 2	\$ 35.20	21.45
GROUP 3	\$ 35.20	21.45

LABORER CLASSIFICATIONS

GROUP 1 - Complete Demolition

GROUP 2 - Interior Wrecking and Strip Out Work

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

PAIN0014-001 06/01/2014

	Rates	Fringes	
PAINTER (including taper	·)\$ 41.75	23.47	
PAIN0027-001 06/01/201	4		
F	Rates Fr	inges	
GLAZIER	\$ 40.50	30.82	
PLAS0005-002 07/01/20	14		
Ra	ates Frin	iges	
PLASTERER	\$ 42.25	24.24	
PLAS0502-001 06/01/20	14		
		Rates	Fringes
CEMENT MASON/CONC	RETE FINISH	HER\$ 43.10	26
PLUM0130-001 06/01/20	14		
Ra	ates Frir	nges	
PLUMBER	\$ 46.65	25.52	
PLUM0597-002 06/01/20			
	Rates	Fringes	
PIPEFITTER	\$ 46.00	26.84	
ROOF0011-001 12/01/20)14		
	Rates	Fringes	
ROOFER	\$ 40.10	19.43	
SFIL0281-001 01/01/201	5		

SECTION 4 – PREVAILING WAGE RATES

26.39

72

	Rates	Fringes	5
SPRINKLER FITTER	\$ 47.25	22.0	5
SHEE0073-001 06/01/2011			
	Rates	Fringes	
Sheet Metal Worker\$	40.56	27.23	
SHEE0073-002 06/01/2011			
		Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WOR	RK\$ 2	27.63	27.23
TEAM0731-001 06/01/2011			
COOK COUNTY - HEAVY AN	D HIGHW	AY	

Rates Fringes

TRUCK DRIVER

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

FOOTNOTES:

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

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

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

TEAM0731-002 03/01/2012

Rates Fringes

Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and

installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow boards, message signs, barricade and sign fabrication equipment......\$ 28.25 9.08

TEAM0786-001 06/01/2008

COOK COUNTY - BUILDING AND RESIDENTIAL

Rates Fringes

TRUCK DRIVER

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

FOOTNOTES:

a. \$463.00 per week.

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

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

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

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

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

The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

SECTION 4 - PREVAILING WAGE RATES

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISION

3

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

CONTRACT FOR WORK CONTRACT DOCUMENT NO. <u>1555-14475-EC-SBE</u>

FOR: JOB ORDER CONTRACTING - SBE ELECTRICAL CONSTRUCTION

Proposal Submitted by:

All Tech Energy, Inc.

1000 East State Parkway, Unit "C"

Schaumburg, IL 60173

To: The County of Cook

PROPOSED ADJUSTMENT FACTORS:

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

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

.8999

(Specify to four (4) decimal places)

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

.9400

(Specify to four (4) decimal places)

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

.9600

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E-SBE

.9179

(Specify to four (4) decimal places)

BID DUE DATE

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Bids are to be received no later than 10:00 AM on 1990 2008 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	1	Date:June 19, 2015
Addendum No	2	Date:June 24, 2015
Addendum No	3	Date: July 2, 2015
Addendum No.	4	Date:July 8, 2015
Addendum No.	5	Date: July 14, 2015

BIDDER NAME: All Tech Energy, Inc.

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BID FORM 2E-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE SBE ELECTRICAL CONSTRUCTION

BIDDER NAME: All Tech Energy, Inc.

Line 1.	Normal Working Hours Adjustment Factor	.8999
Line 2.	Multiply Line 1 by .60	.5399
Line 3.	Other Than Normal Working Hours Adjustment Factor	.9400
Line 4.	Multiply Line 3 by .30	.2820
Line 5.	Non Pre-priced Adjustment Factor	.9600
Line 6.	Multiply line 5 by .10 =	.0960
Line 7.	Award Criteria Figure (Add lines 2, 4, and 6)	.9179 (Award Criteria Figure)
Luie I.		.9179 (Award Criteria Figure)

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

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

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

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

PROPOSAL AGREEMENTS

<u>BID</u>

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

PERFORMANCE AND PAYMENT BONDS

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

EXAMINATION

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

PERFORMANCE

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

ACCEPTANCE OF BID PROPOSAL

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

CONTRACT DOCUMENTS

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

SECTION 5-BID FORMS

Signature

Kathy Esposito Name (Type or Print)

All Tech Energy, Inc. Bidder Name

1000 East State Parkway, Unit "C" Address

Schaumburg, IL 60173 City State Zip

10/12/2018

OFFICIAL SEAL LINDA P MARCINKOWSKI Notary Public - State of Illinois My Commission Expires Oct 12, 2018

May 2015

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

SURETY'S STATEMENT OF QUALIFICATION FOR BONDING

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

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

The unders	igned confirms tha	t The Ohio Casualty Insur	ance Company	
	-	(SUI	RETY COMPANY)	
would exec	ute a Performance	/Payment Bond in favor of th	e County of Cook for the fu	Ill amount of the bid/Contract
to 1555-1-	4475-EC	All Tech Energy, Inc.		
	(NUMBER)		(BIDDER)	
The penalty	of this bond is to	be \$ 100% of Contract Ar	nount	
	Im s (DOLLAR AMOUNT OF CO	ONTRACT) SURETY
	COMPAÑY'S At Callahan, Attorney	THORIZED SIGNATURE	E)	CORPORATE SEAL
(ATTORNE	EY IN FACT)			
002378	24074			
AMB#	NAIC #			

Document A310[™] – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR: (Name, legal status and address) All Tech Energy, Inc. 1000 E. State Parkway, Suite C Schaumburg, IL 60173

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business) The Ohio Casualty Insurance Company 62 Maple Avenue Keene, NH 03431 Mailing Address for Notices

Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ \$25,000 Twenty Five Thousand Dollars and 00/100

PROJECT: (Name, location or address, and Project number, if any)

County-Wide Job Order Contracts 1555-14475-EC-SBE

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for asceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and scaled this 26th day of June, 2015.

Marcinkowski WIL Witness

(Witness)

All Tech Energy, Inc (Seal) (Principal) The Ohio Casualty Insurance Company (Surety) (Seal) Bv: (Tide) Amy E Callahàn Attorney-in-Fact



	ACKNOWLEDG	MENT BY SURETY	
STATE OF Illinois County of Cook	ss.		
On this 26th day of appeared Amy E. Callahan The Ohio Casualty Insurance Company	of June	, 2015, before the determinant of the determinant o	ore me personally mey-in-Fact of
that executed the within instrument, and ack IN WITNESS WHEREOF, I have hereunto year in this certificate first above written.		ich corporation executed the same. my official seal, at my office in the aforesaid Count	, the corporation ty, the day and
OFFICIAL SEA TIMOTHY CALLA NOTARY PUBLIC, STATE C My Commission Expires J	AHAN DF ILLINOIS	Notary Public in the state of Illinois County of Cook	

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MBE/WBE/DBE/SBE COMMITMENT FORM

CONTRACT FOR WORK SOLICITATION NO. 1555-14475

County Wide Job Order Contract FOR:

Proposal Submitted by:

All Tech Energy, Inc.

1000 East State Parkway, Unit "C"

Schaumburg, IL 60173

To: The County of Cook

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

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: All Tech Energy, Inc. **Bidder's Name**

that I have personally reviewed the Contract Documents, the M/W/D/SBE Goals set forth herein, and commit to meeting or exceeding the

> MBE Goal: 24% WBE Goal: 10% DBE Goal: 34% (For Federally Funded Job Orders Only) SBE Goal: 51% (For SBE Contracts Only)

Signature

Kathy Esposito Name (Type or Print)

All Tech Energy, Inc.

Bidder Name

1000 East State Parkway, Unit "C" Address

Schaumburg, IL 60173 City State Zip

Subscribed and sworn to be for 2015 davof larenkowski

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Commission expires: 10/12/2018

OFFICIAL SEAL LINDA P MARCINKOWSKI Notary Public - State of Illinois My Coldinasion Expires Oct 12, 2018

SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE B

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DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 2 6 2014

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Ms. Kathy Esposito All Tech Energy, Inc. 1000 East State Parkway, Suite C Schaumburg, IL 60173

Dear Ms. Esposito:

We are pleased to inform you that All Tech Energy, Inc., has been recertified as a Woman Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 5/1/2018; 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. As a consequence, 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 5/1/2015, 5/1/2016 and 5/1/2017. 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 in the suspension or rescission of your certification.

Your firm's five year certification will expire on 5/1/2018. 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 3/1/2018.

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 WBE if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

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- 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
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s): 238210 – Electrical Contractors 541690 – Energy Consulting Services

Your firm's participation on City contracts will be credited only toward **Woman Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is selfperformed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Woman Business Enterprise (WBE) Program.

Sincere

Janie L. Rhee m Chief Procurement Officer

JLR/cm



TONI PRECKWINKLE

PRESIDENT Cook County Board of Commissioners

RICHARD R. BOYKIN 1st District

> ROBERT STEELE 2nd District

JERRY BUTLER 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

EDWIN REYES 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY 11th District

JOHN A. FRITCHEY 12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

SEAN M. MORRISON 17th District OFFICE OF CONTRACT COMPLIANCE **JACQUELINE GOMEZ** DIRECTOR 118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

November 3, 2015

Ms. Shannon Andrews Chief Procurement Officer County Building, Room 1018 Chicago, IL 60602

Re: Contract #1555-14475 County-wide Job Order Contract (JOC)

Dear Ms. Andrews:

The following bid response for the above referenced contract has been reviewed for compliance regarding the Minority- and Women- owned Business Enterprises Ordinance and has been found to be responsive to the Construction goals of 24% MBE and 10% WBE participation, and 34% DBE participation for Federally Funded projects.

#	Contracts	Recommended Vendor	Base Term Amount
			(2 years)
1	1555-14475 GC	F.H. Paschen, S.N. Nielsen & Associates LLC	\$7,000.000.00
2	1555-14475 GC	AGAE Contractors, Inc. (GC)	\$7,000,000.00
3	1555-14475 GC	Paul Borg Construction Company (GC)	\$7,000,000.00
4	1555-14475 GC	Old Veteran Construction, Inc.	\$7,000,000.00
5	1555-14475 MC	S Mechanical, Inc.	\$5,000,000.00
6	1555-14475 MC	Paschen Autumn Joint Venture	\$5,000,000.00
7	1555-14475 EC	Paschen M. G. Joint Venture	\$5,000,000.00
8	1555-14475 EC	Sharlen Electric Company	\$5,000,000.00
9	1555-14475 SW	F.H. Paschen, S.N. Nielsen & Associates LLC	\$4,000,000.00
10	1555-14475 SW	MQ Sewer & Water Contractors, Inc. dba MQ	\$4,000,000.00
		Construction Company	
11	1555-14475 D	F.H. Paschen, S.N. Nielsen & Associates LLC	\$10,000,000.00
12	1555-14475 D	Old Veteran Construction, Inc.	\$10,000,000.00
13	1555-14475 RC	Pacific Construction Services, Inc.	\$0.00
14	1555-14475 GC SBE	AGAE Contractors, Inc. *	\$3,000,000.00
15	1555-14475 GC SBE	Pacific Construction Services, Inc. *	\$3,000,000.00
16	1555-14475 MC SBE	Autumn Construction Services, Inc. *	\$2,000,000.00
17	1555-14475 EC SBE	All Tech Energy, Inc. *	\$2,000,000.00
18	1555-14475 SW SBE	MQ Sewer & Water Contractors, Inc. dba MQ	\$1,500,000.00
		Construction Company *	
19	1555-14475 D SBE	AGAE Contractors, Inc. *	\$1,500,000.00
20	1555-14475 RC SBE	Accel Construction Services, Inc. *	\$0.00

Please be advised that the Office of Contract Compliance will review and approve each contract proposal based on actual dollar amounts and percentages.

*The aforementioned firms have each submitted an Affidavit of Small Business Status.

Sincerely,

Jacqueline Gomes Jacqueline Gomez

Director JG/la

Cc: Sheila Atkins, Office of Capital Planning & Policy

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CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

Recipient:

County of Cook 118 N. Clark Street Chicago, IL 60602 Date: 6/23/2015

Project Number: 1555-14475

Project Name: County Wide Job Order Contracts

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

- (a) The Labor Standard provisions are included in the aforesaid Contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;
- 2. He certifies that:
 - (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
 - (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

- 4. He certifies that:
 - (a) the legal name and the business address of the undersigned are: All Tech Energy, Inc.

All Tech Energy, Inc. 1000 E. State Parkway, Suite C Schaumburg, IL 60173

(b) The undersigned is (check one):

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Sole Proprietorship Partnership Corporation Other Organization (Describe)

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133 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID Ma

May 2015

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

NAME	TITLE	ADDRESS
Kathy Esposit	o, President - 288 Brentwood, Pa	alatine 60074
	dresses of all other persons, stress in the undersigned, and the na	both natural and corporate, ature of the interest are (if none, so state):
NAME	ADDRESS	NATURE OF INTEREST
None		
which the undersigned	l has a substantial interest are (if n	other building construction contractors one, so state): TRADE CLASSIFICATION
		one, so state):
which the undersigned	l has a substantial interest are (if n	one, so state):
which the undersigned NAME	l has a substantial interest are (if n	one, so state):
which the undersigned NAME	l has a substantial interest are (if n	one, so state): TRADE CLASSIFICATION
which the undersigned NAME	I has a substantial interest are (if n ADDRESS	one, so state): TRADE CLASSIFICATION

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BID	DEP	OSIT	FORM
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AS REQUIRED BY INSTRUCTION TO BIDDER OF/AND IN CONJUNCTION WITH THE BID HEREWITH SUBMITTED

TO: Co	unty of Co	ook			
BID FOF	२:	County Wide Job Order Co	ontract - SBE Ele	ectrical Construc	tion
BID DO	CUMENT	NUMBER: 1555-14475	BID O	PENING DATE:	June 26, 2015
We dep	osit (subje	ect to all conditions of said prop	osal) the followir	ng described dep	osit check:
() Cashi	ier's Chec	k () Bank Draft ()) Other	Bid Bond - The	Ohio Casualty Ir	surance Company
Drawn o	on:		of:		
		BANK		CITY	STATE
Draft or	Check Nu	umber:	Dated		
Amount	.e. 25.0				
Amount.	. ф <u></u> 0,0	000.00		· .	······
Submitte	ed by:	All Tech Energy, Inc.			
			BIDDER'S NA	ME	
	<u>.</u>	1000 East State Parkway,			·
			STREET A	DDRESS	
CITY		Schaumburg, IL 60173	STATE		ZIP CODE
UIT			STATE		
		DO NOT WRI	TE IN THE SPA	CES BELOW	
The Abo	ove Descr	ibed Deposit Check is:			
1. () ł	HELD:		DATE:	·
2. () 1	MAILED:		DATE:	
3. () [DELIVERED TO:		DATE:	
4. () 6	BOND SUBSTITUTED:		DATE:	
5. () 6	BOND MAILED TO:		DATE:	······

136 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

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RELEVANT EXPERIENCE

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

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

Project Information						
Project Name:	Upgrade Lighting - James R. Thompson Center					
Project Location:	100 W	. Randolph Street, Chica	ago, IL 6	60601		
Project Type:	Lightir	ng/Electrical				
Description of Work	Upgra	ade of the interior and ex	terior ge	neral lighting to LED	-	
Bidder's Role: CHECK ALL THAT APPLY		General Contractor		Subcontractor	-	
		Joint Venture		Design-Builder	-	
Client Information						
Client:	Capit	al Development Board				
Address:	100	W. Randolph, Chicago, Il	L 60601			
Client Reference:	Mohammad Haq		Project Manager		312-814-6340 AREA CODE & PHO	
Architect Information						
Architect:	Pow	er Engineers Collaborati	ive, LLC.	-		
Address:	600	W. Jackson, Suite 600, (Chicago,	IL 60661	-	
Architect Reference:	Step NAME	ohen Zehr	Er TITLE	gineer	312-466-1540 AREA CODE &PHC	
Contract Information						
Contract Type		Contract for Work		Design-Build	-	
Original Contract Amoun	t:	\$458,832				
Final Contract Amount:		\$458,832				
Original Completion Sch	edule:	June, 2012				
Actual Completion Sched	dule:	June 2012	· .			

** ¹ Cook County

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139 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

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

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

Project Information						
Project Name:	Cook C	county Hospital - Hektoe	n Buildin	g		
Project Location:	620 Wood Street, Chicago, IL					
Project Type:	Electrical					
Description of Work	Upgra	de of the pneumatic HVA	AC contro	ols to direct digital con	trols. Inclu	ded a complete
	new r	aceway, systems and wi	ring, nev	v controls installed on	all HVAC a	ind related
	equipr	nent, installation and wir	ing of ne	w frequency drives for	motor spe	ed control.
Bidder's Role: CHECK ALL THAT APPLY		General Contractor		Subcontractor ✓		
Client Information						
Client:	Johns	on Controls			<u>.</u>	
Address:	850 V	/. Jackson Suite 420, Ch	icago, IL	60607		
Client Reference:	Robei NAME	t Rogers	Proje	ect Manager		53-6538 De &Phone no
Architect Information						
Architect:	Not k	nown		· · · · · · · · · · · · · · · · · · ·		
Address:				· · · · · · · · · · · · · · · · · · ·		
Architect Reference:	NAME		TITLE		AREA CO	DE &PHONE NO.
Contract Information						
Contract Type		Contract for Work		Design-Build		
Original Contract Amoun	t:	\$350,740				_
Final Contract Amount:		\$622,209				_
Original Completion Sch	edule:	June, 2014		· · · · · · · · · · · · · · · · · · ·		_
Actual Completion Sched	dule:					_

140 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

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141 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID Ma

May 2015

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

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

Berwyn Self Storage						
1309	1309 South Harlem Avenue, Berwyn, IL					
Elect	Electrical & Lighting					
New	4-story storage building, service entrance, power, interior & exterior lighting,					
HVA	AC power, life safety. Remodel existing 2-story, power, interior & exterior					
lightir	ighting, HVAC power, life safety.					
4	General Contractor Subcontractor					
	Joint Venture Design-Builder					
Des	ign Build Storage					
530	530 W. Colfax, Palatine, IL 60067					
Chone reaction.				847-991-8586		
NAME		TITLE		AREA COD	E & PHONE NO	
Reit	an Architects LLC.					
1325 Wiley Road, Suite #166, Schaumburg, IL 60173-4355						
			AIA		847-519-1227 AREA CODE &PHONE NO.	
NAME		IIILE		AREA COL	E & PHONE NO.	
	Contract for Work	_	Design-Build			
Original Contract Amount: \$220,000			·			
	\$441,282					
Original Completion Schedule: March, 2015						
Actual Completion Schedule:						
	1309 Electri New HVA4 lightin Des 530 Dua NAME Reit 132 Ed NAME	1309 South Harlem Avenue. Electrical & Lighting New 4-story storage building HVAC power, life safety. Re lighting, HVAC power, life safety. General Contractor	1309 South Harlem Avenue, Berwyn, Electrical & Lighting New 4-story storage building, service HVAC power, life safety. Remodel ex lighting, HVAC power, life safety. General Contractor	1309 South Harlem Avenue, Berwyn, IL Electrical & Lighting New 4-story storage building, service entrance, power, interio HVAC power, life safety. Remodel existing 2-story, power, in lighting, HVAC power, life safety. General Contractor	1309 South Harlem Avenue, Berwyn, IL Electrical & Lighting New 4-story storage building, service entrance, power, interior & exterio HVAC power, life safety. Remodel existing 2-story, power, interior & ex lighting, HVAC power, life safety. General Contractor	

Certificate No: ECC92028-29 Certificate of Registration and is entitled to perform electrical work in the City of Chicago under the Direction of Supervising Electrician provided that such work permits are subject to the provisions of all the Ordinances of the City of Chicago 1000 E. STATE PARKWAY - SUITE C SCHAUMBURG, IL 60173having complied with the requirements of Ordinances passed by the City Council of the City of Chicago **REGISTERED ELECTRICAL CONTRACTOR** Department of Buildings now in force or which may be hereafter passed. This certificate EXPIRES July 14, 2016. of the City of Chicago providing for the registration of electrical contractors is hereby recorded as a Rahm Emanuel, Mayor **General Electrician** issued by the ALL TECH ENERGY, INC. - ECC92028 This is to Certify that

located at

SUPERVISING ELECTRICIAN: LOUIS A MATSON - SE6394 In Witness Whereof I have hereunto set my hand on June 19, 2015.

hui 5 R

Felicia S. Davis, Commissioner

Cook	County

SECTION 7- EXHIBITS

EXHIBIT A - 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)

- X 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.cookcountvil.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:			
Address:		<u> </u>	
E-mail:			
Contact Person:		Phone:	
Dollar Amount Participation: \$			
Percent Amount of Participation:			%
*Letter of Intent attached? *Current Letter of Certification attached?	Yes Yes	No No	
Address:	·····		
E-mail:			
Contact Person:		Phone:	
Dollar Amount Participation: \$			
Percent Amount of Participation:			%
*Letter of Intent attached? *Current Letter of Certification attached?	Yes Yes	No No	
Attach additional sheets as needed.			

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

SECTION 7 - EXHIBITS

May 2015

M/WBE Firm:		_ Certifying Agency:
Contact Person:		Certification Expiration Date:
Address:		Ethnicity:
City/State:	Zip:	Bid/Proposal/Contract #:
Phone:	Fax:	FEIN #:
Email:		_
Participation: [X] Dire	ct [] Indirect	
Will the M/WBE firm be sub	contracting any of the goods o	r services of this contract to another firm?
[X] No [] Yes – Please	attach explanation. Propose	d Subcontractor(s):
The undersigned M/WBE is	prepared to provide the follow	ing Commodities/Services for the above named Project/ Contract: (If
more space is needed to fully o	describe M/WBE Firm's proposed	scope of work and/or payment schedule, attach additional sheets)
		······
Indicate the Dollar Amount	Percentage and the Terms	of Payment for the above-described Commodities/ Services:
Indicate the Dollar Amount	, <u>Percentage</u> , and the <u>Terms</u>	of Payment for the above-described Commodities/ Services:
Indicate the Dollar Amount	t, <u>Percentage</u> , and the <u>Terms</u>	of Payment for the above-described Commodities/ Services:
	· · · · · · · · · · · · · · · · · · ·	
THE UNDERSIGNED PAR work, conditioned upon (1	TIES AGREE that this Letter) the Bidder/Proposer's recei	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining ca	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Coo
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining co County, and the State to pa	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm	of Payment for the above-described Commodities/ Services: of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Cool for the above work. The Undersigned Parties do also certify that they s under Description of Service/ Supply and Fee/Cost were completed.
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining co County, and the State to pa did not affix their signatures	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Cool for the above work. The Undersigned Parties do also certify that the s under Description of Service/ Supply and Fee/Cost were completed.
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining co County, and the State to pa did not affix their signatures	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Cool for the above work. The Undersigned Parties do also certify that the
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining or County, and the State to pa did not affix their signatures Signature (<i>M/WBE</i>)	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Coo for the above work. The Undersigned Parties do also certify that the s under Description of Service/ Supply and Fee/Cost were completed.
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining co County, and the State to pa did not affix their signatures Signature (<i>M/WBE</i>) Print Name	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Cool for the above work. The Undersigned Parties do also certify that the s under Description of Service/ Supply and Fee/Cost were completed. Signature (<i>Prime Bidder/Proposer</i>) Print Name
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining co County, and the State to pa did not affix their signatures Signature (<i>M/WBE</i>) Print Name	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Coo for the above work. The Undersigned Parties do also certify that the s under Description of Service/ Supply and Fee/Cost were completed. Signature (<i>Prime Bidder/Proposer</i>)
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining co County, and the State to pa did not affix their signatures Signature (<i>M/WBE</i>) Print Name	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Coo for the above work. The Undersigned Parties do also certify that the s under Description of Service/ Supply and Fee/Cost were completed. Signature (<i>Prime Bidder/Proposer</i>) Print Name
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining cc County, and the State to pa did not affix their signatures Signature (<i>M/WBE</i>) Print Name Firm Name Date	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm to this document until all areas	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigner entials, codes, ordinances and statutes required by Contractor, Coo for the above work. The Undersigned Parties do also certify that the s under Description of Service/ Supply and Fee/Cost were completed. Signature (<i>Prime Bidder/Proposer</i>) Print Name Firm Name
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining co County, and the State to pa did not affix their signatures Signature (<i>M/WBE</i>) Print Name Firm Name	TIES AGREE that this Letter) the Bidder/Proposer's recei ompliant with all relevant cred articipate as a MBE/WBE firm to this document until all areas	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Cool for the above work. The Undersigned Parties do also certify that the s under Description of Service/ Supply and Fee/Cost were completed. Signature (<i>Prime Bidder/Proposer</i>) Print Name Firm Name Date
THE UNDERSIGNED PAR work, conditioned upon (1 Subcontractor remaining cc County, and the State to pa did not affix their signatures Signature (<i>M/WBE</i>) Print Name Firm Name Date Subscribed and sworn befo	TIES AGREE that this Letter) the Bidder/Proposer's recei- ompliant with all relevant cred articipate as a MBE/WBE firm to this document until all areas	of Intent will become a binding Subcontract Agreement for the above pt of a signed contract from the County of Cook; (2) Undersigned entials, codes, ordinances and statutes required by Contractor, Cool for the above work. The Undersigned Parties do also certify that they s under Description of Service/ Supply and Fee/Cost were completed. Signature (<i>Prime Bidder/Proposer</i>) Print Name Firm Name Date Subscribed and sworn before me

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DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 2 6 2014

Ms. Kathy Esposito All Tech Energy, Inc. 1000 East State Parkway, Suite C Schaumburg, IL 60173

Dear Ms. Esposito:

We are pleased to inform you that All Tech Energy, Inc., has been recertified as a Woman Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 5/1/2018; 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. As a consequence, 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 5/1/2015, 5/1/2016 and 5/1/2017. 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 in the suspension or rescission of your certification.

Your firm's five year certification will expire on 5/1/2018. 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 3/1/2018.

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 WBE if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- 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
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s): 238210 – Electrical Contractors 541690 – Energy Consulting Services

Your firm's participation on City contracts will be credited only toward **Woman Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is selfperformed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Woman Business Enterprise (WBE) Program.

Sincere

Janie L. Rhee 72 Chief Procurement Officer

JLR/cm

AFFIDAVIT OF SMALL BUSINESS STATUS

Project Description: Specification Number:

State of _______ Illinois County (City) of _______

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

All Tech Energy, Inc.

Name of Bidder/Proposer ("Affiant")

and that I have personally reviewed the material and facts set forth herein describing our status as a Small Business within the requirements of the County's Small Business Initiative, and thereby our eligibility for award of the contract for the project and specification number set forth above.

I. To qualify as a Small Business for this Small Business Construction Initiative, a business must meet the definition of a "small local business enterprise" as set forth in the Small Business Construction Initiative contained in Book 2. In making a determination whether a business meets that definition, the Director for the Office of Contract Compliance at Cook County will consider, among other factors, whether the business:

- Has been in business for at least one (1) year;
- Is independent, and not an affiliate or subsidiary of any other business;
- Has gross receipts, averaged over the firm's previous five fiscal years, or number of employees, per pay period averaged over the past twelve months, that do not exceed the size standards set forth in 13 C.F.R. Part 121;
- Has its principal place of business and the majority of its full-time, regular work force located in the Six-County region, as evidenced by location of their employment as reported to federal and state taxing authorities.

By its signature below, Affiant states, represents, warrants and affirms that it meets the foregoing criteria, and that it will perform the majority of the work on the construction project with its own forces and/or subcontractors who are also small local business enterprises as defined by the Small Business Construction Initiative. Those subcontractors will be submitted with each Job Order Proposal Package, and Affiant states, represents, warrants and affirms that those listed subcontractors are also small local business enterprises. (Affidavits of Small Business Status attached.)

The Contractor designates the following person as their SBI Compliance Liaison Officer:

Name: Kathy	Esposito
Phone Number:	847-882-0500 #111

II. It is the duty of any bidder, proposer, or Contractor, all subcontractors, and every applicant for certification of eligibility for a County contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to the Small Business Construction Initiative. Affiant understands and will abide by all provisions of the Small Business Construction Initiative. Contractors must inform subcontractors of this provision and require understanding and compliance herewith.

False statements made in connection with this Agreement, including statements in, omissions from and failures to timely update the Economic Disclosure Statement, as well as in any other affidavits, statements or contract

documents constitute a material breach of the Agreement. Any such misrepresentation renders the Agreement voidable at the option of the County, notwithstanding any prior review or acceptance by the County of any materials containing such misrepresentation. In addition, the County may debar Affiant, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Affiant).

The County may, in its sole discretion, audit the records of Affiant at any time during the term of any Contract for which this Affidavit is submitted or within five (5) years after the date of this Affidavit, in connection with the representations, statements and affirmations made herein. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that Contractor has made any false statements to the County, the County will so notify Contractor.

III. To the best of Affiant's knowledge, information and belief, the facts and representations contained in this Affidavit are true, and no material facts have been omitted.

On behalf of Affiant, I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit

amoavit.
Signature of Affiant: Kathy Copieto Date: 6/23/2015
Specialty Area:Electrical
NAICS Code(s): 238210
State of
County of <u>Cook</u>
This instrument was acknowledged before me on
by Kathy Esposito (name/s of person/s)
as(type of authority, e.g., officer, trustee, etc.)
of
Notary Public Signature: <u>Kinda P. Masankowski</u> (Seal)
Commission Expires: 10/12/2018
OFFICIAL SEAL LINDA P MARCINKOWSKI Notary Public - State of Illinois My Commission Expires Oct 12, 2018

RESPONSIBLE BIDDER REQUIREMENT

In accordance with the provisions of Section 30-22 (6) of the Illinois Procurement Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approved either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this centered, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its Subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shell list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed.

Electricians Local 134, Alsip, Illinois - For the trades of Electrician, Telecommunications

Reg. No. IL0	100007	 	 		
		 	 	<u>,</u>	
		 	 		<u></u>
	<u>.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>				
	<u> </u>	 		•••••	

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it shell not be necessary that an applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

166 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

CONFIDENTIALITY FORM

CONTRACT FOR WORK SOLICITATION NO. 1555-14475

FOR DISCIPLINE: Electrical

To: The County of Cook

Confidentiality: All of the reports, pictures, information, or data, prepared or assembled by the Contractor, its employees, and any Subcontractors or Suppliers under this Contract, are confidential. This also includes any reports, pictures, information, or data provided to the Contractor or otherwise learned during the performance of the Work its employees, and any Subcontractors or Suppliers. The Contractor agrees that, except as specifically authorized herein or as may be required by law, it shall not make available said reports, pictures, information, or data, to any other individual or organization, without the express written approval by the Cook County Chief Procurement Officer, or authorized designee. This requirement will survive expiration or termination of this Contract.

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: All Tech Energy, Inc. Vendor Name

Kathy Esposito Name (Type or Print)

All Tech Energy, Inc. Bidder Name

1000 East State Parkway, Unit "C" Address

Schaumburg, IL 60173 City State Zip OFFICIAL SEAL LINDA P MARCINKOWSKI Notary Public - State of Illinois My Commission Expires Oct 12, 2018

Subscribed and swom to be 20/5 day of this

Commission expires: 10/12/2018

168 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID N

May 2015

KEY PERSONNEL

Project Manager:

Tony Gattone

NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator:

Lou Matson NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Project Superintendent:

Mike Popa NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Notes:

- 1) Provide resumes of the Project Manager, Safety Coordinator, and Project Superintendent designees with the Bid.
- 2) Provide an organization chart illustrating the position of the Project Executive designee within the Bidder's corporate structure.
- 3) Failure to include any this information may make the bid unresponsive

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:

- 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;
- Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

THE 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, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.

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 <u>www.municode.com</u>.

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 <u>www.municode.com</u>.

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);
- Community Development Block Grants;
- Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.
- 180 SECTION 6 ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

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 N/A

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:____X____No:_____

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

1000 East State Parkway, Unit "C", Schaumburg, IL 60173

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

Yes:____X ___ 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.

× 1

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): ____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b) X 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:

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.

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	[]8	Stock/Bene	aficial Interest Holder
This Statement is an:] Original Statem	entor[]A	mended S	Statement
Identifying Information:				
Name All Tech Energy, Inc.				
D/B/A:N/A	·	FEIN	NO/SSN (LAST FOUR DIGITS): <u>36-3935029</u>
Street Address: 1000 E. State Parkway	, Suite C			
City: Schaumburg	_ State: _	IL		Zip Code: <u>60173</u>
Phone No.:847-882-0500	_Fax Number:	847-882-0800		Email: <u>kesposito@alltechenergy.</u> com
Cook County Business Registration Number (Sole Proprietor, Joint Venture Partnership) Corporate File Number (if applicable):				
Form of Legal Entity:				
[] Sole Proprietor [] Partner	ship 🚺	Corporation	[]	Trustee of Land Trust
[] Business Trust [] Estate	[]	Association	[]	Joint Venture
[] Other (describe)				

185

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Owners	ship Interest Declaration:						
1.	List the name(s), address, and percent ownership of each Person having a legal or beneficial i ownership) of more than five percent (5%) in the Applicant/Holder.					t (includir	ıg
Name		Address			tage Interes int/Holder	t in	
Kathy	/ Esposito 288 Brentwood	, Palatine, IL 60074		• •)0%		
2.	If the interest of any Person I and address of the principal of			or a nomine	e or nomine	æs, list th	ne name
Name c N/A	of Agent/Nominee	Name of Princip	pal	Principa	al's Address		
3.	Is the Applicant constructive			[]Yes [v] No
	If yes, state the name, addre such control is being or may		eneficial interest of such p	erson, and	the relation:	ship unde	ər which
Name N/A	Address		Percentage of Beneficial Interest	Relatio	nship		
<u> </u>		· · · · · · · · · · · · · · · · · · ·	<u></u>				
Corpor	ate Officers, Members and P	artners Information:					
	corporations, list the names, ac addresses for all members. F						

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
Kathy Esposito	288 Brentwood, Palatine, IL 60074	President	Continuous
i			

Declaration (check the applicable box):

venture.

- 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.

Kathy Esposito

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

mon Signature

kesposito@alltechenergy.com E-mail address

Subscribed to and sworn before me this 23^{10} day of 40.2015

NEAROSK, Notary Public Signature

President

6/23/2015

Date

Title

847-882-0500

Phone Number

My commission expires: 10/12/2018

Notary Seal **OFFICIAL SEAL** LINDA P MARCINKOWSKI Notary Public - State of Illinois My Commission Expires Oct 12, 2018

187

COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Kathy Esposito - All Tech Energy, Inc.

Address of Person Doing Business with the County: _____1000 E. State Parkway, Suite C, Schaumburg, IL 60173

Phone number of Person Doing Business with the County: 847-882-0500

Email address of Person Doing Business with the County: kesposito@alltechenergy.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:

Kathy Esposito, President - 847-882-0500, ext. 111

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:

1555-14475-EC-SBE

The aggregate dollar value of the business you are doing or seeking to do with the County: \$1,000,000

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: DANUTA RUSIN, SENIOR CONTRACT NEGOTIATOR - 312-603-5370

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: THE DEPARTMENT OF CAPITAL PLANNING OF POLICY - 312-603-0300.

C. <u>DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY</u> 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 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

190

81

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.

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
<u> </u>			
	. <u></u>		

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/Recipie

6/23/2015

Date

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.

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Critective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage TI Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinan may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).	neft ce,
"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 en seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.	tity an
All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this for has/have personal knowledge of such information.	: is irm
I. Contract Information:	
Contract Number: 1555-14475 FC SBE17 Job Order Contracting	
County Using Agency (requesting Procurement):Cook	
II. Person/Substantial Owner Information:	
Person (Corporate Entity Name): All Tech Energy, Inc.	
Substantial Owner Complete Name: Kathleen Esposito	
FEIN# 36-3935029	
Date of Birth: E-mail address: kesposito@alltechenergy.com Street Address: 1000 E. State Parkway, Suite C	
Home Phone: (847) 344 - 1846 Driver's License No:	
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:	
Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES of NO	
Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or NO	
Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO	
Employee Classification Act, 820 ILCS 185/1 et seq., YES of NO	
Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or 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:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default YES or 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: A athleen confr	Date: 3/22/2016
Name of Person signing (Print):Kathleen Espo	sito Title: President
"Subscribed and sworn to before me this <u>22^{nd}</u> c	ay of March , 2016
x Lenda P Marcinkousti	
Notary Public Signature Note: The above information is subject to verification prior to	Notary Seal the award of the Contract. Notary Public - State of Illinois My Commission Expires Oct 12, 2018

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SECTION 4

CONTRACT AND EDS EXECUTION PAGE <u>PLEASE EXECUTE THREE ORIGINALS</u>

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.

I	Execution by Corporation
Kathy Esposito	Nathy Espirits
President's Name	President's Signature
847-882-0500, ext. 111	kesposito@alltechenergy.com
Telephone	Email
Rathy Cosprits	6/23/2015
Secretary Signature	Date
	Execution by LLC
Member/Manager (Signature)*	Date
Telephone	Email
Partner/Joint Venturer (Signature)*	ion by Partnership/Joint Venture Date
Telephone	Email
Exe	cution by Sole Proprietorship
Signature	Date
Telephone	Email LINDA P MARCINKOWSKI Notary Public - State of Iltinois My Commission Expires Oct 12, 2018
Subscribed and sworn to before me this	
day or yune, 20	My commission expires: $\frac{0}{2018}$
- 23 rd day of June, 2015. Kinda P. Marcukoust	·//
Notary Public Signature	Notary Seal

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. 194 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

1.

SECTION 7- EXHIBITS

EXHIBIT A - 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.

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 <u>www.cookcountyil.gov/contractcompliance</u>)

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:	· · · · · · · · · · · · · · · · · · ·		
Address:			
E-mail:	· · · · · · · · · · · · · · · · · · ·		
Contact Person:		Phone:	
Dollar Amount Participation: \$			
Percent Amount of Participation:	14 5 1 ⁴ 112 ¹ 112 112 112 112 112 112 112 112 112 1		%
*Letter of Intent attached? *Current Letter of Certification attached?	Yes Yes	No No	
MBE/WBE Firm:			
Address:			
E-mail:			
Contact Person:		Phone:	
Dollar Amount Participation: \$			
Percent Amount of Participation:			%
*Letter of Intent attached? *Current Letter of Certification attached?	100	No No	

Attach additional sheets as needed.

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

SECTION 7 - EXHIBITS

Cook County EXHIBIT B - MBE/WBE LETTER OF INTEN	T - FORM 2
M/WBE Firm:	Certifying Agency:
Contact Person:	Certification Expiration Date:
Address:	Ethnicity:
City/State: Zip:	Bid/Proposal/Contract #:
Phone: Fax:	FEIN#:
Email:	
Participation: [] Direct [] Indirect	
Will the M/WBE firm be subcontracting any of the goods or s	services of this contract to another firm?
[] No [] Yes - Please attach explanation. Proposed	Subcontractor(s):
The undersigned M/WBE is prepared to provide the followin more space is needed to fully describe M/WBE Firm's proposed so	g Commodities/Services for the above named Project/ Contract: (If cope of work and/or payment schedule, attach additional sheets)
	f Payment for the above-described Commodities/ Services:
THE UNDERSIGNED PARTIES AGREE that this Letter or work, conditioned upon (1) the Bidder/Proposer's receipt Subcontractor remaining compliant with all relevant creder County, and the State to participate as a MBE/WBE firm for	f Intent will become a binding Subcontract Agreement for the above t of a signed contract from the County of Cook; (2) Undersigned ntials, codes, ordinances and statutes required by Contractor, Cook or the above work. The Undersigned Parties do also certify that they under Description of Service/ Supply and Fee/Cost were completed.
Signature (<i>M/WBE</i>)	Signature (Prime Bidder/Proposer)
Print Name	Print Name
Firm Name	Firm Name
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
thisday of, 20	this day of, 20
Notary Public	Notary Public
SEAL	SEAL

EXHIBIT C - PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION - FORM 3

Α.	BIDDER/PROPOSER HEREBY REQUESTS:
	FULL MBE WAIVER FULL WBE WAIVER
	REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
	% of Reduction for MBE Participation % of Reduction for WBE Participation
В.	REASON FOR FULL/REDUCTION WAIVER REQUEST Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.
	 Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
	(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
	(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
	(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)
C.	GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION
	(1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Attach of copy written solicitations made)
	(2) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
	(3) Timely notified and used the services and assistance of community, minority and women business organizations. (Attach of copy written solicitations made)
	(4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. (Attach supporting documentation)
	(5) Engaged MBEs & WBEs for direct/indirect participation. (Please explain)
D.	OTHER RELEVANT INFORMATION Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

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

Disclosure of Other Non-Certified Subcontractors/Suppliers

Name of non-certified Subcontractor/Supplier:		
Contact Person:	Title:	
Address:		·
E mail:	Telephone No:	
Amount of Subcontract: \$		
Percentage of the total base bid:		%
Description of the work:		- · · · · · · · · · · · · · · · · · · ·
Reason MBE or WBE was not used:	·	
Name of non-certified Subcontractor/Supplier:		
Contact Person:	Title:	
Address:		
E mail:	Telephone No:	
Amount of Subcontract: \$		
Percentage of the total base bid:		%
Description of the work:		
Reason MBE or WBE was not used:	·	
Name of non-certified Subcontractor/Supplier:		
Contact Person:	Title:	
Address:	·	
E mail:	Telephone No:	-
Amount of Subcontract: \$:	
Percentage of the total base bid:		%
Description of the work:		
Reason MBE or WBE was not used:		<u></u>

SECTION 7 - EXHIBITS

May 2015

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EXHIBIT E - MBE/WBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific MBE or WBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain MBE or WBE participation in addition to the items listed below, attach a detailed written explanation.

CHECKED BY BIDDER IFCOMPLETED

- Identified portions of the project work capable of performance by available MBEs and WBEs, including, where appropriate, breaking out Contract work items into economically feasible units to facilitate MBE or WBE participation even when the Bidder could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., written notices, advertisements) MBEs and WBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- Provided timely and adequate information about the plans, specifications and requirements of the Contract. Followed up initial solicitations to answer questions and encourage MBEs and WBEs to submit bids.
- _____ Negotiated in good faith with interested MBEs and WBEs that submitted bids and thoroughly investigated their capabilities.
- _____ Made efforts to assist interested MBEs and WBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the Contract (if applicable).
 - Utilized resources available to identify available MBEs and WBEs, including but not limited to, the Cook County Office of Contract Compliance, MBE and WBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs and WBEs.

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EXHIBIT F - GOOD FAITH EFFORTS CONTACTS LOG FOR SOLICITING MBE / WBE SUBCONTRACTOR OR SUPPLIER PARTICIPATION

Good Faith Efforts Contacts Log for Soliciting MBE/WBE Subcontractor or Supplier Participation (Please duplicate as needed)

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.)

Name of MBE/WBE Subcontractor/Supplier:	· · · · · · · · · · · · · · · · · · ·
Contact Person:	
Address:	
E mail:	Telephone No:
Date of contact:	Method of contact:
Scope of work solicited:	· · · · · · · · · · · · · · · · · · ·
Reason agreement was not reached:	
Name of MBE/WBE Subcontractor/Supplier:	· · ·
Contact Person:	Title:
Address:	·
E mail:	Telephone No:
Date of contact:	Method of contact:
Scope of work solicited:	
Reason agreement was not reached:	· · · · · · · · · · · · · · · · · · ·
Name of MBE/WBE Subcontractor/Supplier:	·
Contact Person:	Title:
Address:	
E mail:	Telephone No:
Date of contact:	Method of contact:
Scope of work solicited:	
Reason agreement was not reached:	

SECTION 7 - EXHIBITS

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208

EXHIBIT G - LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

COOK COUNTY, ILLINOIS LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBE/WBE SUBCONTRACTOR OR SUPPLIER

Contract Title:		Contract Numb	er:		
Prime proposer:					
Address:	Street		City	State	Zip Code
Telephone:			-		•
Proposed Contract am	ount \$:				
Proposed subcontract	amount: \$:			utati	
Type of agreement:	lump sum	hourly rate		unit price	
MBE/WBE subcontract	•••				
Address:	Street	,	City	State	Zip Code
Telephone:	Fax:	- 	_e mail:		
Work to be performed	by MBE/WBE:				
prime proposer and th for the above-named perform the scope of v Prime MBE/WBE	project between the	prime Contractor a	that upon t nd Cook (he execution of a County, the MBE	Contract WBE will
Name of Firm		Name of Firm			<u></u>
By: Signature		By: Signature			
Print Name		Print Name			· · ·
Title		Title			

209

Date

SECTION 7 - EXHIBITS

Date

May 2015

ook County		
STATE OF	STATE OF	
	COUNTY OF	
SUBSCRIBED AND SWORN TO before me	SUBSCRIBED AND SV	
ne on the on the, 20		, 20
Notary Public	Notary Public	
Printed Name of Notary	Printed Name of Notary	<u>.</u>
AS REQUIRED BY INSTRUCTION TO BIDDE BID HEREWITH		WITH THE
TO: County of Cook		
BID FOR:		
BID DOCUMENT NUMBER:	BID OPENING DA	TE:
We deposit (subject to all conditions of said pro	oposal) the following described	deposit check:
() Cashier's Check () Bank Draft () Other_		
Drawn on:	of:	
BANK	CITY	STATE
Draft or Check Number:		
	Dated:	
Amount: \$		
Submitted by:		
Submitted by:		
Submitted by:BIE		
Submitted by:BIE	DDER'S NAME REET ADDRESS	
Submitted by:BIE	DDER'S NAME	ZIP CODE

The A	bove D	escribed Deposit Check is:		
1. ()	HELD:	DATE:	
2. ()	MAILED:	DATE:	
3. ()	DELIVERED TO:	DATE:	. *
4. ()	BOND SUBSTITUTED:	DATE:	
5. ()	BOND MAILED TO:	DATE:	

as

EXHIBIT H – PERFORMANCE AND PAYMENT BOND FORM

PERFORMANCE AND PAYMENT BOND

Know All Men By These Presents, that we, All Tech Energy, Inc. as principal, The Ohio Casualty Insurance Company

surety, are held and firmly bound unto The County of Cook in the penal sum of _____ Dollars (\$) Five Hundred Thousand and No/100----

lawful money of the United States of America, for the payment of which sum of money well and truly be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, firmly by these presents.

> Signed, sealed and delivered this 25th day of _______, 20_16 The condition of the above obligation is such, That whereas, the above bounden principal entered into a certain Contract with The County of Cook, Bearing date the _____ day of ______, 20____, for ______ Contract 1555-14475 EC SBE17 Job Order Contracting (JOC)

It is hereby expressly understood and agreed, and made a condition hereof, that any judgment rendered in favor of any person not a party to said Contract against The County of Cook in any suit arising out of said Contract or its performance, when reasonable notice of the pendency of such suit shall have been given to said principal and to said surety, shall be conclusive against said principal and said surety as to both liability and amount.

In Witness Whereof, said parties hereto have caused this bond to be executed and delivered at Chicago, Illinois, all on the day and year first above written.

All Tech Energy, Inc.

PRINCIPAL/CONTRACTOR

PRESIDEN

SEAL

The Ohio Casualty Insurance Gompany SEAL SURETY 24074 002378 By: NAIC# Amv E. Callahan AMB# SURETY/ATTORMEY-INA (ATTACH POWER OF ATTORNEY)

APPROVED AS TO FORM: **SECTION 7 - EXHIBITS** 213

May 2015



	ACKNO	WLEDGMENT BY	SURETY		
STATE OF Illinois	`				
County of Cook	\$ \$5.				
On this 25th	day of March		_, <u>2016</u>		, before me personally
appeared Amy E. Callah The Ohio Casualty Insu			, knov	vn to, me to be th	e Attorney-in-Fact of
	······································	<u></u>			, the corporation
hat executed the within in	strument, and acknowledged to	me that such corporat	ion executed the	same.	,,
IN WITNESS WHEREOF year in this certificate first	F, I have hereunto set my hand an above written.	nd affixed my official	seal, at my offic	e in the aforesaid	l County, the day and
			y Public in the S	Ve	
	OFFICIAL SEAL TIMOTHY CALLAH NOTARY PUBLIC, STATE OF My Commission Expires Ja	IAN MAINOIS	y of Cook		

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND. This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Certificate No. 7063848 American Fire and Casualty Company Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company POWER OF ATTORNEY KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute Amy E. Callahan; Peter S. Forker and appoint. all of the city of Itasca each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge state of IL and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons. IN WITNESS WHEREOF, this Power of Attomey has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of July 2015 American Fire and Casualty Company VINS. INSUR **NSU** The Ohio Casualty Insurance Company Liberty Mutual Insurance Company 191 1912 1991 West American Insurance Company ACHUSE lue guarantees David M. Carey, Assistant Secretary STATE OF PENNSYLVANIA SS COUNTY OF MONTGOMERY On this 22nd day of July 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer. rate or residual val IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written PAS COMMONWEALTH OF PENNSYLVANIA Notarial Seal Teresa Pastella, Notary Public Plymouth Twp., Montgomery County Teresa Pastella Notary Public My Commission Expires March 28, 2017 Not valid for mortgage, note, currency rate or Member, Pennsylvania Association of Notaries ARY PU This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows: ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority. currency ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys in fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary. Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed. I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this AF INSU 1906 1912 1991 W. Davenport, Assistant Secretary

ÉST on any business day. Sa Power of Attorney am and 4:30 pm ES am and 0 00 Ē 6 5 between 2 D 2 B To confirm the 1 1-610-832-8240

loan, letter of credit,

EXHIBIT I - SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

To (Contracto	r):	Date:	
		Project Number:_	· · · · · · · · · · · · · · · · · · ·
		Project Name:	
1. The under	signed, having executed a Contract with	(Contrac	ior)
	for	· · ·	(Nature of work)
	in the amo	unt of \$	
in the constru	ction of the above-identified project, certifies that	ıt:	
(a)	The Labor Standards provisions of the Contr aforesaid Contract.	act for Construction are	included in the
(b)	Neither he nor any firm, corporation, par substantial interest is designated as an General of the United States pursuant to Secretary of Labor, Part 5 (29 CFR, Part Bacon Act, as amended [40 U.S.C. 276a-2(a)	ineligible Contractor to Section 5.6(b) of th 5) or pursuant to Sect	by the Comptroller Regulations of the

- (c) No part of the aforementioned Contract has been or will be subcontracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any the aforesaid regulatory or statutory provisions.
- 2. He agrees to obtain and forward to the Contractor, for transmittal to the recipient, within ten (10) days after the execution of any lower subcontract a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

3.	The workmen will report for duty on or above	(date)
Ο.		

4. He certifies that:

(a) the legal name and the business address of the undersigned are:

(b) The undersigned is (check one):

 Sole
 Proprietorship Partnership Corporation Other Organization (Describe)

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

NAME	TITLE		ADDRES	S
		 	· · ·	
	 	 		<u> </u>
				· ·
<u> </u>		<u></u>		
SUBCONTRACTOR	 	 		
SIGNATURE:	 	 		
DATE:	 			

<u>EXHIBIT J</u>

Cook County Office of the Chief Procurement Officer Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY: Disqualification Check Complete

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

Bid/RFP/RFQ No.:	Date
Total Bid or Proposal Amount:	Contract Title:
Contractor:	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor:	Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address	Email Address
(Contractor):	(Subcontractor):
Company Address	Company Address
(Contractor):	(Subcontractor):
City, State and	City, State and Zip
Zip (Contractor):	(Subcontractor):
Telephone and Fax	Telephone and Fax
(Contractor)	(Subcontractor)
Estimated Start and	Estimated Start and
Completion Dates	Completion Dates
(Contractor)	(Subcontractor)

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

Description of Services or Supplies	<u>Total Price of</u> <u>Subcontract for</u> <u>Services or Supplies</u>

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

Contractor

Name

Title

Date

Prime Contractor Signature

SECTION 7 - EXHIBITS

May 2015

<u>EXHIBIT K</u>

OFFICE OF THE COOK COUNTY COMPTROLLER ELECTRONIC PAYABLES PROGRAM ("E-PAYABLES")

FOR INFORMATION PURPOSES ONLY

<u>This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").</u> <u>If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark</u> <u>Street, Room 500, Chicago, IL 60602.</u>

DESCRIPTION

To increase payment efficiency and timeliness, we have introduced E-Payables program, a new payment initiative to our accounts payable model. This new initiative utilizes a Visa purchasing card and operates through the Visa payment network. This is County's preferred method of payment and your participation in our Visa purchasing card program will provide mutual benefits both to your organization and ours.

As a vendor, you may experience the following benefits by accepting this new payment type:

- Improved cash flow and accelerated payment
- Reduced paperwork and a more streamlined accounts receivable process
- Elimination of stop payment issues
- Reduced payment delays
- Reduced costs for handling paper checks
- Payments settled directly to your merchant account

There are two options within this initiative:

1. Dedicated Credit Card – "PULL" Settlement

For this option, you will have an assigned dedicated credit card to be used for each payment. You will provide a point of contact within your organization who will keep credit card information on file. Each time a payment is made, you will receive a remittance advice via email detailing the invoices being paid. Each time you receive a remittance advice, you will process payments in the same manner you process credit card transactions today.

2. One-Time Use Credit Card – "SUGA" Settlement

For this option, you will provide a point of contact within your organization who will receive an email notification authorizing you to process payments in the same manner you process credit card transactions today. Each time payment is made, you will receive a remittance advice, via email, detailing the invoices being paid. Also, each time you receive a remittance advice, you will receive a new, unique credit card number. This option is ideal for suppliers who are unable to keep credit card account information on file.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT L - DBE FORMS

(DBE Forms are included on the following pages)

DBE Utilization Plan

Have the DBE Project Specific Goals been met as stated in the bid documents?
_____Yes _____No. If no, attach documentation of the Bidder's Good Faith
Efforts made to achieve DBE participation for each Goal not met.

Disclosure of DBE Participation (Please duplicate as needed)

Name of DBE Subcontractor/Supplier.	
Contact Person:	Tite
Address:	
E mail:	Telephone No:
Amount of Subcontract: \$	
Percentage of the total base bid:	· · · · · · · · · · · · · · · · · · ·
Description of the work:	
Percentage of the total base bid:	<u>%</u>
Description of the work:	
Name of DBE Subcontractor/Supplier:	
Contact Person:	Title:
Address:	
E mail:	10.00 (1.5.00), 5.
- Alle million	
Percentage of the total base bid:	No may make the same of
Description of the work:	

Name of non-certified Subcontractor/Supplier:	······································	
Contact Person:	Title:	united and the second second second
Address:	·····	
E mail:	Telephone No:	
Amount of Subcontract: \$		
Percentage of the total base bid:	and the second	<u></u>
Description of the work:		E 8
Reason DBE was not used:	-	
Name of non-certified Subcontractor/Supplier:		
Contact Person:	Title:	an anna a suara anna anna anna anna anna anna anna
Address:		
E mail:	Telephone No:	
Amount of Subcontract: \$		
Percentage of the total base bid:		<u> </u>
Description of the work:		
Reason DBE was not used:		
Name of non-certified Subcontractor/Supplier:	· · · · · · · · · · · · · · · · · · ·	
Contact Person:		<u></u>
Address:		
E mail:	Telephone No:	
Amount of Subcontract: \$	3 14 6	
Percentage of the total base bid:		%
Description of the work:		
Reason DBE was not used:		· · · · · · · · · · · · · · · · · · ·

Disclosure of Other Non-Certified Subcontractors/Suppliers (Please duplicate as needed)

DBE GOOD FAITH EFFORTS CHECKLIST

This Checklist must be submitted with the Bid if the Project Specific DBE Goal was not fully achieved. Attach the Log of Contacts and additional sheets as necessary and other documentation to support Good Faith Efforts. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

CHECKED BY BIDDER IF COMPLETED

- Identified portions of the project work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
 - Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.
 - Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
 - Utilized resources available to identify available DBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups; local, state and federal; and other organizations that provide assistance in the recruitment and placement of DBEs.

SECTION 7 - EXHIBITS

Good Faith Efforts Contacts Log for Soliciting DBE Subcontractor or Supplier Participation (Please duplicate as needed)

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of subconsultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with which the Vendor reached an agreement to participate on this project, as shown on Section II of this document.) Name of DBE Subcontractor/Supplier: Contact Person: Title: Address Telephone No: E mail: _____ Method of contact: Date of contact: Scope of work solicited Reason agreement was not reached: Name of DBE Subcontractor/Supplier: Contact Person: The Address E mail: Telephone No: Date of contact. Method of contact: Scope of work solicited Reason agreement was not reached: Name of DBE Subcontractor/Supplier Contact Person TILL Address:_____ E mail: Telephone No: Method of contact Date of contact Scope of work solicited: Reason agreement was not reached:

easur agreenien was nurreached

DBE LETTER OF INTENT - FORM 2

M/WBE Firm:	Certifying Agency:
Contact Person:	Certification Expiration Date:
Address:	Ethnicity:
City/State: Zip:	Bid/Proposal/Contract #:
Phone: Fax:	FEIN #:
Email:	
Participation: [] Direct [] Indirect	
Will the DBE firm be subcontracting any of the goods or server	vices of this contract to another firm?
[] No [] Yes - Please attach explanation. Proposed	Subcontractor(s):
The undersigned DBE is prepared to provide the following C space is needed to fully describe DBE Firm's proposed scope of w	Commodities/Services for the above named Project/ Contract: (If more ork and/or payment schedule, attach additional sheets)
Indicate the Dollar Amount , Percentage , and the Terms of	f Payment for the above-described Commodities/ Services:
work, conditioned upon (1) the Bidder/Proposer's receipt Subcontractor remaining compliant with all relevant creder County, and the State to participate as a DBE firm for the a	Intent will become a binding Subcontract Agreement for the above of a signed contract from the County of Cook; (2) Undersigned ntials, codes, ordinances and statutes required by Contractor, Cook above work. The Undersigned Parties do also certify that they did not Description of Service/ Supply and Fee/Cost were completed.
Signature (DBE)	Signature (Prime Bidder/Proposer)
Print Name	Print Name
Firm Name	Firm Name
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this day of, 20	this day of, 20,
Notary Public SEAL	Notary Public SEAL



DBE Participation Statement

(1) Policy

It is public policy that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantaged businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route		Total Bid
Section	5m	Contract DBE Goal
Proje	ef	(Percent) (Dollar Amount)
Coun		
Lettin	g Date	
Contr	act No.	
Lettin	g item No.	
(4) A	issurance	
	ing in my capacity as an officer of the undersign ct my company : (check one)	I bidder (or bidders if a joint venture), hereby assure the Department that on this
	Meets or exceeds contract award goals and t Disadvantaged Business Participation	s provided documented participation as follows: percent
D	participating in this plan and assuring that eac	a required by the Special Provision evidencing availability and use of each business business will perform a commercially useful function in the work of the contract luded good faith effort documentation to meet the goals and that my company has
	Disadvantaged Business Participation	percent
	support of this request including good faith eff	ed or waived. Attached is all information required by the Special Provision in L. Also attached are the signed participation statements, required by the Special I business participating in this plan and assuring that each business will perform a contract.
 Russ	Company	The "as read" Low Bickler is required to comply with the Special Phonision.
By		Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision. Please include this Special Provision in the bid.
Title		Cooli County 118 N. Clark Street Chicego, Illinois 60602
Date	exellenter terreter to the transformer and the second second second second second second second second second s	

REQUIRED. Pailure to provide any information will result in the contract not being awarded. This form derives from IDOT SBE 2026 form.

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	REQUESTOR OF SHUTDOWN	р		<u>, , , , , , , , , , , , , , , , , , , </u>	
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Department of Facility Management – Locations

Dock Hours 8:00 a.m. - 3:00 p.m. M-F

Juvenile Court 2245 W. Ogden Chicago, Ill. 60612

Facilitates Management 69 West Washington Chicago, Ill. 60602

Maywood Court House 1500 So. Maybrook Dr. Maywood, Ill. 60153

Forensic - Morgue 2121 W. Harrison Chicago, Ill. 60612

Cook County Building 118 North Clark Chicago, Ill. 60602

Markham Courthouse 16501 So. Kedzie Markham, Ill. 60426

Domestic Violence 555 W. Harrison Chicago, Ill. 60607 Juvenile Detention Center 1100 South Hamilton Chicago, Ill. 60612

Rockwell Warehouse 2323 South Rockwell Chicago, Ill. 606

Criminal Court Admin. Bldg. 2650 So. California Chicago, Ill. 60608

Bridgeview Courthouse 10220 So. 76th Ave. Bridgeview, Ill. 60453

Skokie Courthouse 5600 Old Orchard Skokie, Ill 60076

Hawthorne Warehouse 4545 W. Cermak Chicago, Ill. 60623

Coo	k.	Cou	unty

SECTION 5 COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND EXECUTED BY:	O CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY				
Sh	~ E.K				
COOK COUNTY CHIEF PROCUREMENT OFFICER					
DATED AT CHICAGO, ILLINOIS THIS DAY OF	Junc _20_16				
IN THE CASE OF A BID, THE COUNTY HEREBY ACCEPTS:					
THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED	IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER				
1555-14475 EC SBE17					
OR					
ITEM(S), SECTION(S), PART(S):					
TOTAL AMOUNT OF CONTRACT: \$2,000,000.00	0(DOLLARS AND CENTS)				
FUND CHARGEABLE:					
APPROVED AS TO FORM:	APPROVED BY THE BOARD HE				
ASSISTANT STATE'S ATTORNEY (Required on contracts over \$1,000,000.00)	MAY 1 1 2018				
5/3/10					
Date / '					

May 2015



TONI PRECKWINKLE PRESIDENT Cook County Board of Commissioners

RICHARD R. BOYKIN 1st District

ROBERT STEELE 2nd District

JERRY BUTLER 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

LUIS ARROYO JR. 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY 11th District

JOHN A. FRITCHEY 12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District

OFFICE OF THE CHIEF PROCUREMENT OFFICER **SHANNON E. ANDREWS** CHIEF PROCUREMENT OFFICER 118 North Clark Street, Room 1018 • Chicago, Illinois 60602 • (312) 603-5370

ADDENDUM NO. 1

June 19, 2015

County-wide Job Order Contract

for

Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

A. <u>General</u>:

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Acknowledgement:

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

- Attachment 1: Book 1 Revised Page 14A
- Attachment 2: Book 1 Revised Page 15A
- Attachment 3: Book 1 Revised Page 20A
- Attachment 4: Book 1 Revised Page 25A
- Attachment 5: Book 2 Revised Page 58A
- Attachment 6: Pre-bid meeting sign in sheets (12 pages total), June 2, 2015 and June 4, 2015

D. <u>Changes</u>:

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- 1. Change #1 Replace Page 14 of Book 1 Solicitation Package with Attachment 1, Revised Page 14A. CI-11 Eligibility, A and B has been revised.
- 2. Change #2 Replace Page 15 of Book 1 Solicitation Package with Attachment 1, Revised Page 15A. CI-11 Eligibility, E has been revised.
- Change #3 Replace Page 20 of Book 1 Solicitation Package with Attachment 2, Revised Page 20A. IB-12 Performance and Payment Bond, amounts revised.
- 4. Change #4 Replace Page 25 of Book 1 Solicitation Package with Attachment 3, Revised Page 25A. IB-32 – Coalition of Unionized Public Employees clause added.
- Change #5 Replace Page 58 of Book 2 Solicitation Package with Attachment 4, Revised Page 58A. Small Business Enterprises Construction Initiative, A. Definitions, Revised #5.c and added definition #6 – County Marketplace.

OFFICE OF THE CHIEF PROCUREMENT OFFICER

RFP No. 1555-14475 - Addendum No. 1 Page 2

E. <u>Responses to Questions:</u>

1. <u>Question</u>: Instructions to Bidders IB-02 requires three (3) bound copies of the bid. Please clarify how the bid should be bound (ex; Three ring binder or just stapled).

Answer: Copies of the bid can be stapled or binder clipped.

Question: On the Familial Relationship Disclosure Form, paragraph B requires "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". Please provide the
information that is required to be included on this form.

Answer: The Cook County employee, Danuta Rusin, Senior Contract Negotiator, phone number (312) 603-5370.

3. <u>Question</u>: In the Familial Relationship Disclosure Form, paragraph B requires "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". Please provide the information that is required to be included on this form.

Answer: The Department of Capital Planning & Policy, phone number (312) 603-0300.

4. <u>Question</u>: On the Responsible Bidder Requirement form it indicates "Types of work or craft work that will be subcontracted shall be included and listed as subcontract work". Since we do not know at this point in time what work will be required, does this subcontracted work on this form get listed for each work order issued, or is it required to list trades for this bid proposal?

Answer: Submit this form with your bid. Provide list of subcontractors that will be encountered.

5. <u>Question</u>: Please confirm statements made in Section CI-11 Eligibility (Page 14). Item A states that "If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current mechanical license."

Answer: Refer to Attachment 1 and Attachment 2 regarding revised language for CI-11 Eligibility.

6. <u>Question</u>: Please advise what, if anything is to be submitted for MBE/WBE/DBE/SBE PARTICIPATION PLAN (Section 6 - Page 162). During the pre-bid, it was stated that only a certification was required not a plan. Please clarify.

Answer: Submit the MBE/WBE/DBE/SBE Commitment Form with your bid. The MBE/WBE/DBE/SBE Participation Plan does not need to be submitted with the bid, the Participation Plan is submitted when work is assigned during the contract.

7. Question: Please clarify VETERAN'S PREFERENCE FOR VBE AND SDVBE (Section 6 Page 172). The first sentence states that, "CPO shall give a preference of 5% of the amount of the Contract to a responsible and responsive VBE and SDVBE requesting a preference." Please clarify how a 5% preference is given using the Award Criteria identified in this Solicitation.

Answer: The 5% preference will be deducted from your aggregate factor for bid amount.

8. <u>Question</u>: Where in the Solicitation is SBE defined? We find the AFFIDAVIT OF SMALL BUSINESS STATUS, (Section 6, Page 164), but no definition or requirement to submit documentation of MBE, WBE, DBE, or SBA Certification. Please advise.

<u>Answer</u>: SBE is defined in Book 2, Section Three – Disadvantaged Business Enterprise (DBE), Minority and Women Business Enterprise (M/WBE), and Small Business Construction Initiative, page 58. For required documents regarding the SBE Construction Initiative, see Page 60 of Book 2, Section Three, Part Three - C. Required Pre-Award Bid Submittals and D. Required Submittals Prior to the Issuance of a Job Order.

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RFP No. 1555-14475 - Addendum No. 1 Page 3

9. <u>Question</u>: I have a questions regarding Bonding for Small Businesses. My company is part of the Bridge Program and they provide bonding if they become part of the team on the buyer. Can Inner City Underwriting be part of the Bonding agency for this project to assist Small Businesses? Or does Cook County have an alternative bonding agency that works with Small Businesses?

Answer: Cook County is currently exploring participating in alternative bonding programs.

10. Question: I have a couple questions regarding the JOC bid. I know that it requires a \$25,000.00 bid deposit can this be submitted in the form of a bid bond and if so in section 6 of the bid forms on the Surety Statement of Qualification for Bonding what should the bonding company put where it says "the full amount of bid/Contract" and "the total dollar amount of the contract" as it will not be a dollar amount?

Answer: The bid deposit amount, \$25,000.00

11. Question: If awarded the contract, how is it bonded is it on each individual job or a large blanket bond for the contract if so how much would the blanket bond be?

Answer: Refer to Attachment 3, revised amounts for IB-12 Performance and Payment Bond.

12. <u>Question</u>: We are only bidding the 1 contract - "General Construction"- 1555-14475-GC in our MBE/WBE/DBE/SBE participation plan do we have to include SBE companies and reference to SBE as it is not a requirement of that particular contract?

Answer: For the General Construction, contract 1555-14475 GC, the SBE goals are not a requirement for this contract.

13. <u>Question</u>: If a prime is a local contractor along with being SDVBE will the prime contractor receive the local 5% preference and the veteran 5% preference for a total of a 10% preference?

Answer: At this time, only one preference applies.

14. <u>Question</u>: Can a prime GC submit on multiple categories? I.e., bid under Solicitation 1555-14475-GC and under 15555-14475-GC-SBE? Additionally, can this prime be part of a joint venture with a SDVBE company?

Answer: Yes, prime GC can bid on multiple categories and be part of a joint venture with a SDVBE company.

15. <u>Question</u>: We are an MBE for electrical work. I would like our company to be considered for both SBE and Prime JOC work. Should we submit 2 proposals?

Answer: Yes, submit a bid for each discipline that your company intends on doing work.

16. <u>Question</u>: Referring to Section 7 - EXHIBITS. Can you please clarify which of the exhibits A thru L do you need returned with proposal? The DOCUMENT SUBMITAL CHECKLIST does not reference them.

<u>Answer</u>: None of the forms that are listed in Section 7 – Exhibits need to be returned with your bid. Forms listed in the exhibits will need to be completed as work is issued during the contract.

17. <u>Question</u>: IB-09 Consideration of Bids (self performance minimum) The contractor shall perform a minimum of 20% of the work with his own forces. Does this include general conditions, overhead and profit? Is this contemplating guys with hammers? Does this also include buying material for the subs?

Answer: Yes, the 20% self performance minimum includes general conditions, overhead and profit and buying material for subs.

OFFICE OF THE CHIEF PROCUREMENT OFFICER

RFP No. 1555-14475 - Addendum No. 1 Page 4

18. Question: Would it be acceptable to have a 500,000 rolling bond?

Answer: Refer to Attachment 3.

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

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Cook County

- E. Unbalanced Bid: Bids that the County considers in its sole opinion to be materially unbalanced or not responsible will be rejected.
- F. It is the intention of the County to award the following number of Contracts for each discipline:

Discipline	Proposed # of Awards	Proposed # of SBE Awards
General Construction	(4) Contracts	(2) Contracts
Mechanical Construction	(2) Contracts	(1) Contract
Electrical Construction	(2) Contracts	(1) Contract
Highway / Site Work	(2) Contracts	(1) Contract
Demolition	(2) Contracts	(1) Contract
Residential Construction	(1) Contract	(1) Contract

CI-10 ASSIGNMENT OF WORK

A. If multiple contracts are entered into, the assignment of the work for each discipline is at the discretion of the County. However the County intends to assign work, within each set of disciplines, as equal as possible among the awarded Contracts taking into account the Contractor's bid and the performance of the Contractor in accordance with the Standards of Performance set forth in Book 2, JOC General Conditions.

CI-11 ELIGIBILITY

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- Bidders submitting a Bid for the Mechanical Construction Contract (1555-14475-MC) must have a current Mechanical License, and provide such with the Bid. If submitting as a Joint Venture, all-firms the designated signatory partner involved with the Joint Venture must have a current mechanical license.
- B. Bidders submitting a Bid for the Electrical Construction Contract (1555-14475-EC) must

have a current Electrical License, and provide such with the Bid. If submitting as a Joint Venture, all-firms the designated signatory partner involved with the Joint Venture must have a current electrical license.

C. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must be

prequalified with the Illinois Department of Transportation (IDOT) for the category of Work to be performed. Information on prequalification can be found at IDOT's website <u>http://dot.state.il.us/</u> in the FAQ section. The Bidder shall submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation.

D. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must submit

with its Bid a sworn Affidavit of Availability showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work in the bid. The bidder should file two (2) copies of same with IDOT's District office. The Affidavit of Availability can be found at IDOT's website <u>http://dot.state.il.us/</u>.

SECTION 1 - CONTRACT INFORMATION

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E. Bidders submitting a Bid for the Small Business Contracts must be Small Business Enterprise in accordance with the requirements set forth in these Contract Documents.

For Solicitation # 1555-14475-MC-SBE if submitting as a Joint Venture, the designated signatory partner for the joint venture must be SBE, but do not need to be a license holder for the joint venture.

For Solicitation # 1555-14475-EC-SBE if submitting as a Joint Venture, the designated signatory partner for the joint venture must be SBE, but do not need to be a license holder for the joint venture.

CI-12 WAGE RATES

A. Prevailing Wage Rates: Not less than the prevailing rate of wages as determined by the

Illinois Department of Labor shall be paid to all trades performing work under this Contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <u>http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm</u> maintained by the State of Illinois Department of labor.

1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.

B. Davis Bacon Wage Rates: For Job Orders funded in part or whole with federal money, not

less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <u>http://www.wdol.gov/dba.aspx</u> maintained by the State of Illinois Department of labor.

1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the Davis Bacon rate of wages in effect, as determined by the United States Department of Labor, at the time the Work is performed. If the United States Department of Labor revises the Davis Bacon rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the Davis Bacon wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.

CI-13 OFFICE

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To provide timely and effective service to the County, the awarded Contractors are required

to provide, prior to the award of the Contract, the address of the office from which this Contract will be serviced. Ideally, the office will be within the County of Cook. Prior to the award of the Contract the County reserves the right to visit the proposed office to determine that it is a full time fully staffed office.

May 2015

SECTION 1 - CONTRACT INFORMATION

15B

Cook County

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

IB-11 COMPETENCY OF BIDDER

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

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

IB-12 PERFORMANCE AND PAYMENT BOND

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

Discipline	Annual Amount of Performance and Payment Bond	Amount of Performance and Payment Bond on SBE Contracts
General Construction	\$3,500,000 - *\$1,750,000	- \$1,500,000 *\$750,000
Mechanical Construction	\$2,500,000 *\$1,750,000	- \$1,000,000 *\$500,000
Electrical Construction	\$2,500,000 - *\$1,250,000	\$1,000,000 *\$500,000
Highway / Site Work	\$ 2,000,000 - *\$1,000,000	_\$750,000
Demolition	\$5,000,000- +\$2,500,000	-\$750,000
Residential Construction	\$0	\$0

 In the event the parties agree to exercise a Renewal Term, or the cumulative amount of work issued exceeds the bond(s) submitted, the Contractor shall deliver new Payment and Performance bonds in increments for the amounts specified in the above table.

IB-13 FAILURE TO FURNISH BOND

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

IB-28 LOCAL BUSINESS PREFERENCE COOK COUNTY ORDINANCE CHAPTER 34, ARTICLE IV, DIVISION 6, SECTION 34-230.

The Chief Procurement Officer shall, in the purchase of all supplies and services funded with County dollars by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest Award Criteria Figure or lowest evaluated Award Criteria Figure from a responsive and responsible non-local business by more than five percent (5%).

"Local Business" shall mean a person, including a foreign corporation authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when a Bid is submitted to the County and further which employs the majority of its regular, full time work force within Cook 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 Proposal submitted, have such a bona fide establishment within the County.

IB-29 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of 1/2% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

IB-30 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

In accordance with Section 34-236 (a) of the Cook County Procurement Code, for all Public Works Contracts, the CPO shall give a preference of one percent of the amount of the Contract to a Responsible and Responsive Bidder for a Public Works Contract when such Bidder has committed by affidavit to utilize Eligible Veterans for at least five percent of the hours worked under such Contract. Failure to utilize Eligible Veterans in accordance with the affidavit will result in breach of contract.

IB-31 ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES

In accordance with Section 34-236 (b) of the Cook County Procurement Code, the CPO shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veteran owned Business Enterprises ("VBEs") or Service Disabled Veteran owned Business Enterprises ("SDVBE") certified by the Contract Compliance Director ("CCD"), or by any other entity approved by the CCD.

18-32 COALITION OF UNIONIZED PUBLIC EMPLOYEES

The Cook County Board of Commissioners has entered into an Agreement-with the Coalition of Unionized Public Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or insirectly through a contractor or construction manager, undertakes construction work within the trade junsdiction of a member of COUPE, each affected coalition union shall receive fourteen (14) days written notice prior to the County sundertaking, except in the case of emergency, the County shall perform or (require the performance of such work by a person, firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition, union or a union with the appropriate trade jurisdiction located in County of Cook.

END OF SECTION

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SECTION 2 - INSTRUCTIONS TO BIDDERS

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SMALL BUSINESS ENTERPRISES CONSTRUCTION INITIATIVE

Definitions

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5.

"Area of Specialty" means the description of an SBE firm's business which has been determined by the Cook County, or which the SBE has affirmed, by an Affidavit of Small Business Status, to be most reflective of the SBE firm's claimed specialty or expertise. Areas of Specialty are identified by the North American Industry Classification System ("NAICS") codes which are listed in the SBA Small Business Size Standards in 13 C.F.R. Part 121. See http://ecfr.gpoaccess.gov/cgi/t/text/textidx?c=ecfr&tpl=/ecfrbrowse/Title13/13cfr121_main_02.tpl

NOTICE: The County of Cook does not make any representation concerning the ability of any SBE to perform work within its Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of SBEs to satisfactorily perform the work proposed.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

 "Local Business Enterprise" means a business entity located within the County of Cook (the "County""), which has the majority of its regular, full time work force located within the County Marketplace.

"Small Business Enterprise" means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 C.F.R. Part 121, relevant to the scope(s) of work the firm seeks to perform on city contracts. A firm is not an eligible small business enterprise in any fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, or its number of employees, per pay period averaged over the past twelve months, exceed the size standards of 13 C.F.R. Part 121.

"Small Local Business Enterprise," or "SBE" means a business that is a Small Business Enterprise and a Local Business Enterprise. Because certified Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs), by definition in Section 34-121 of the County Code, must also be small local business enterprises in order to be certified as MBEs or WBEs, they are presumed to meet the definition. In making a determination whether a non-certified business meets that definition, the County will consider, among other factors, whether the business:

- a. Has been in business for at least one (1) year;
- b. Is independent, and not an affiliate or subsidiary of any other business;
- c. Has gross receipts, averaged over the firm's previous five fiscal years, or number of employees, per pay period averaged over the past twelve months, that do not exceed the size standards set forth in 13C.F.R. Part 121;5. Has its principal place of business and the majority of its full time, regular full-time work force located in County's Marketplace, as evidenced by location of their employment as reported to federal and state taxing authorities.
- 6. "County Marketplace" means the six-county region, currently the Counties of Cook, DuPage, Kane, Lake, McHenry and Will.
- Policy and Goals
 - 1. This Article GC-54 of Book 2 applies only to the County's Job Order Contract(s) for the Small Business General Construction . The language does not apply to any other County contract.
 - It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and subcontracts and to eliminate arbitrary barriers for participation, as both Contractors and Subcontractors or Suppliers, in such contracts by Small Local Business Enterprises (SBEs), Minority-Owned Business Enterprises (MBEs) and Women-

May 2015

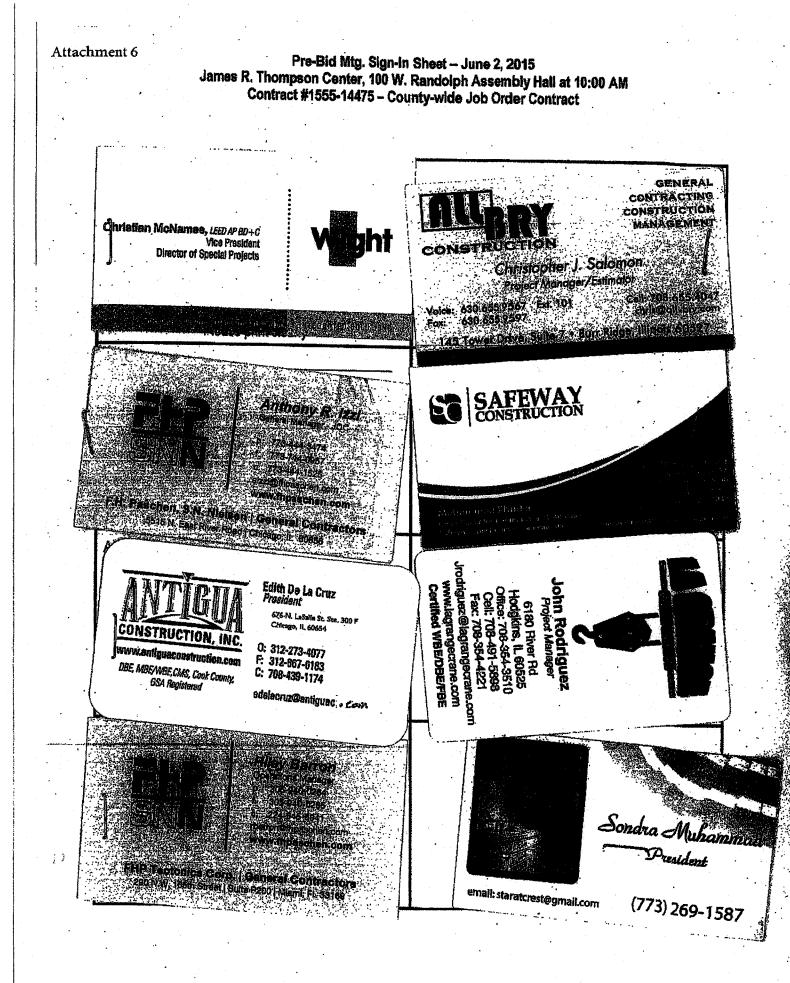
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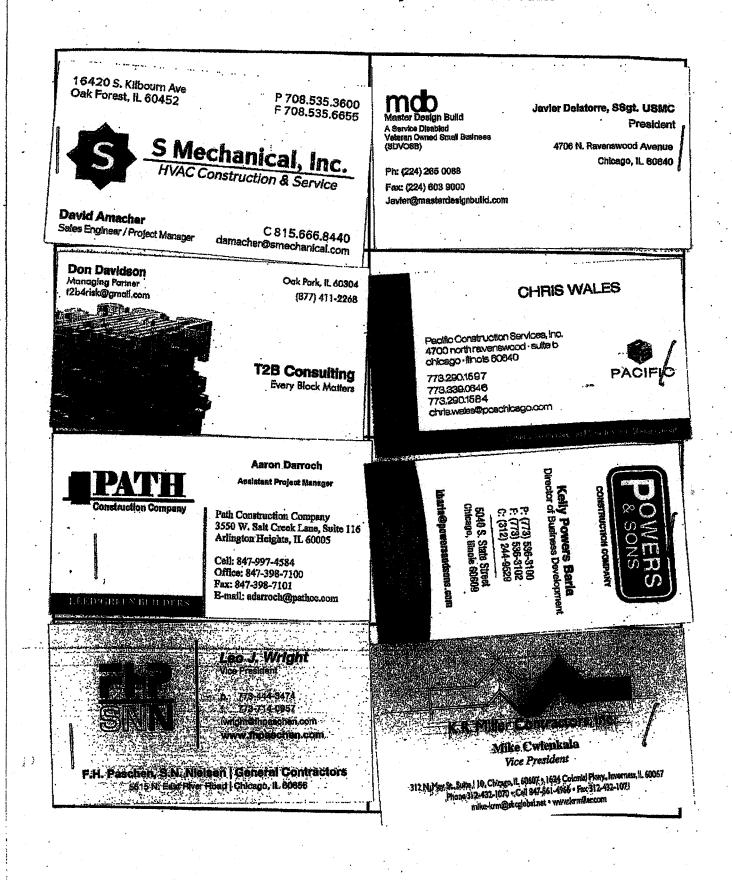
11

SECTION THREE, PART THREE: SMALL BUSINESS CONSTRUCTION INITIATIVE

;)

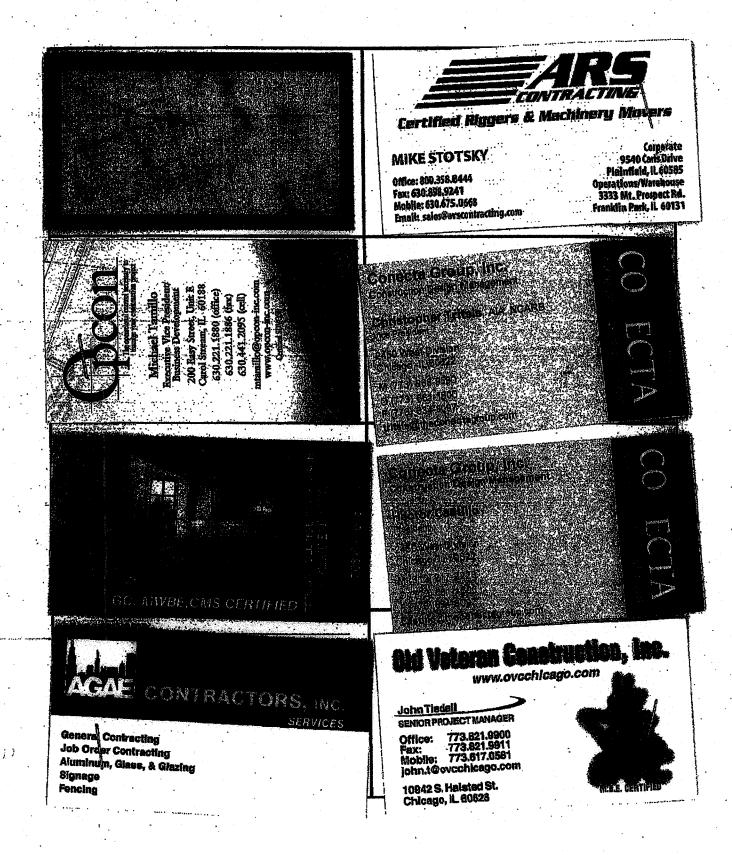


Pre-Bid Mtg. Sign-In Sheet – June 2, 2015 James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract



Pre-Bid Mtg. Sign-In Sheet – June 2, 2015 James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract

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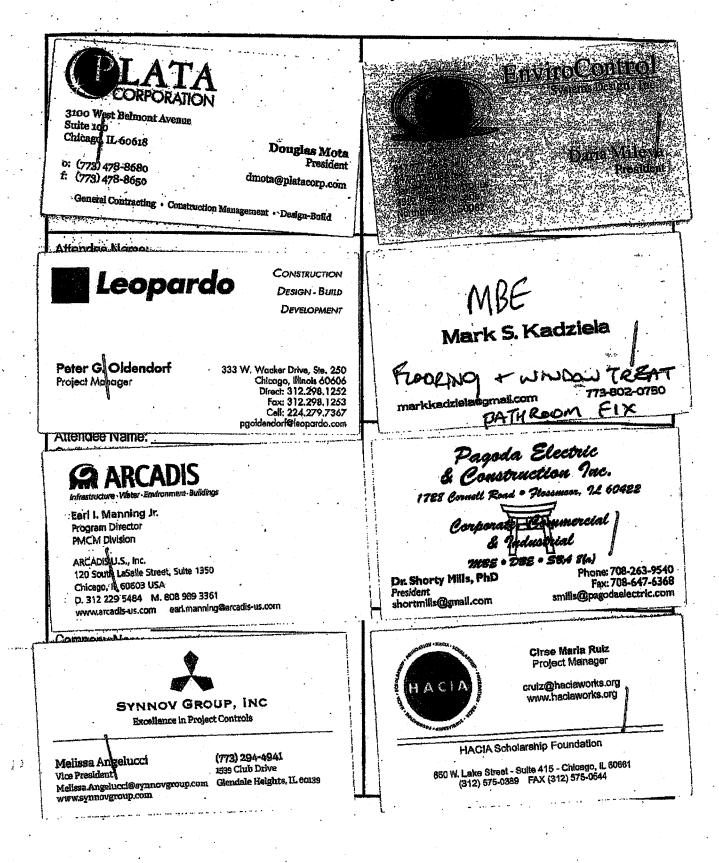


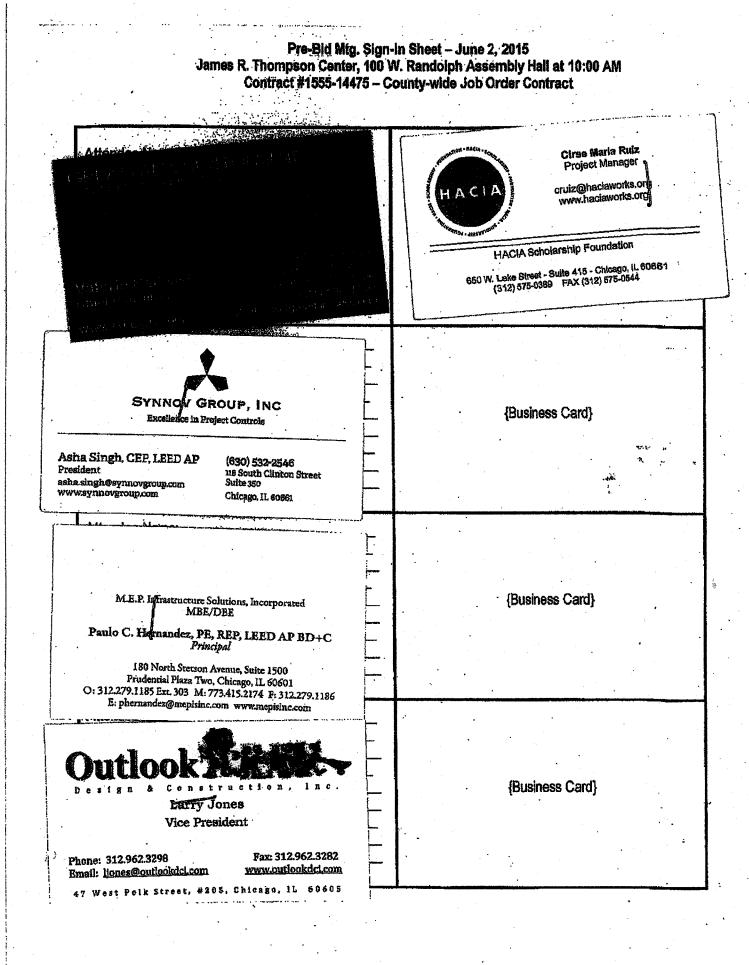
Pre-Bid Mtg. Sign-In Sheet – June 2, 2015 James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract

.......



Pre-Bid Mtg. Sign-In Sheet -- June 2, 2015 James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 -- County-wide Job Order Contract





Cook County

SENT ELECTRONICALLY TO THOSE WHO HAVE REGISTERED. ANNOUCEMENTS OR INFORMATION ABOUT THE BID CAN BE ALSO BE DOWNLOADED FROM THE WEBSITE.

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

TWO (2) PRE-BID CONFERENCES WILL BE HELD FOR THIS SOLICITATION. THE <u>FIRST PRE-BID</u> <u>CONFERENCE</u> WILL BE ON **TUESDAY**, JUNE 2, 2015 AT 10:00 A.M. CST AT THE JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60601, ASSEMBLY HALL (LOCATED IN THE LOWER LEVEL ADJACENT TO THE FOOD COURT). THE <u>SECOND PRE-BID CONFERENCE</u> WILL BE ON **THURSDAY**, JUNE 4, 2015 AT 10:00 A.M. CST AT BROOKFIELD ZOO, 3300 GOLF ROAD, BROOKFIELD, IL 60513. DRIVING DIRECTIONS TO THE SOUTH PARKING LOT ARE PROVIDED BELOW.

BROOKFIELD ZOO IS LOCATED AT 1ST AVENUE AND 31ST STREET IN BROOKFIELD, ILLINOIS, APPROXIMATELY 14 MILES WEST OF DOWNTOWN CHICAGO. FOR INFORMATION CALL 708-688-8341.

FROM CHICAGO, THE ZOO IS ACCESSIBLE FROM THE EISENHOWER EXPRESSWAY-I-290 WESTBOUND. EXIT AT 1ST AVENUE SOUTH. FROM THE NORTH, TAKE THE TRI-STATE TOLLWAY-I-294 SOUTH, THEN EXIT AT 22ND STREET EAST. TRAVELING FROM THE SOUTH, TAKE THE TRI-STATE TOLLWAY-I-294 NORTH, TO THE STEVENSON EXPRESSWAY-I-55 NORTH TO CHICAGO, THEN EXIT AT 1ST AVENUE NORTH.

WHEN ON 1ST AVENUE FOLLOW THE SIGNS SOUTH TO THE SOUTH ENTRANCE. LOCATED WEST OF FIRST AVENUE ON RIDGEWOOD.

JUST PAST THE RIVERSIDE BROOKFIELD HIGH SCHOOL THE FIRST BLOCK YOU COME TO IS GOLF ROAD MAKE A RIGHT TURN

ALL QUESTIONS REGARDING THIS BID ARE DUE ON THURSDAY, JUNE 11, 2015 NO LATER THAN 3:00 P.M. CST. EMAIL ALL QUESTIONS TO DANUTA RUSIN, SENIOR CONTRACT NEGOTIATOR (312-603-3948) AT DANUTA.RUSIN@COOKCOUNTYIL.GOV

BIDS ARE DUE AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 NO LATER THAN 10:00 A.M. CST ON FRIDAY, JUNE 26, 2015 JUNE 100 JUNE

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

BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY

TONI PRECKWINKLE, COOK COUNTY PRESIDENT

SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER

May 2015

ADVERTISEMENT FOR BIDS

2 A

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on -TBD, **July 10, 20**, 5 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:
Addendum No	Date:
Addendum No	Date:
Addendum No	Date:

BIDDER NAME:

May 2015

SECTION 5 - BID FORMS

79A

Pre-Bid Mtg. Sign-In Sheet – June 4, 2015 Brookfield Zoo, Discovery Room at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract

Attendee Name: Jose Paresta Company Name: Studio Arg.	
Company Address: 329 W. 18TH ST. CHICAGO, TL GOOID SOTTE 904 A	{Business Card}
Telephone: SIZ 846.6415 Fax:	
Attendee Name:	1,101 - X
Company Address:	{Business Card}
Telephone: Fax: E-Mail:	44-14 3
Please print clearly Attendee Name:	
Company Name:	(Business Card)
Company Address:	
E-Mail: Please print clearly	
Attendee Name:	
Company Address:	{Business Card}
Telephone:	
E-Mail: Please print clearly	

. . RFP No. 1555-14475 - Addendum No. 1 Page 2

D. Changes:

1. Change #1 - Replace Page 2 of Book 1 Solicitation Package with Attachment 1, Revised Page 2A. Bid due date extended from June 26, 2015 to July 10, 2015.

Change #2 - Replace Page 79of Book 1 Solicitation Package with Attachment 2, Revised Page 79A. Bid due date inserted.
 Change #3 - Replace Page 83 of Book 1 Solicitation Package with Attachment 3, Revised Page 83A. Bid due date inserted.
 Change #4 - Replace Page 87 of Book 1 Solicitation Package with Attachment 4, Revised Page 87A. Bid due date inserted.
 Change #5 - Replace Page 91 of Book 1 Solicitation Package with Attachment 5, Revised Page 91A. Bid due date inserted.
 Change #6 - Replace Page 95 of Book 1 Solicitation Package with Attachment 6, Revised Page 95A. Bid due date inserted.
 Change #7 - Replace Page 99 of Book 1 Solicitation Package with Attachment 7, Revised Page 99A. Bid due date inserted.
 Change #8 - Replace Page 99 of Book 1 Solicitation Package with Attachment 8, Revised Page 90A. Bid due date inserted.
 Change #8 - Replace Page 103 of Book 1 Solicitation Package with Attachment 8, Revised Page 103A. Bid due date inserted.
 Change #9 - Replace Page 107 of Book 1 Solicitation Package with Attachment 9, Revised Page 103A. Bid due date inserted.
 Change #10 - Replace Page 111 of Book 1 Solicitation Package with Attachment 9, Revised Page 107A. Bid due date inserted.
 Change #11 - Replace Page 115 of Book 1 Solicitation Package with Attachment 10, Revised Page 115A. Bid due date inserted.
 Change #12 - Replace Page 119 of Book 1 Solicitation Package with Attachment 12, Revised Page 115A. Bid due date inserted.
 Change #12 - Replace Page 119 of Book 1 Solicitation Package with Attachment 12, Revised Page 115A. Bid due date inserted.
 Change #13 - Replace Page 119 of Book 1 Solicitation Package with Attachment 13, Revised Page 115A. Bid due date inserted.

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

S Fiscal Responsibility Tinnovative Leadership S Transparency & Accountability 🔯 Improved Services



TONI PRECKWINKLE PRESIDENT

Cook County Board of Commissioners

RICHARD R. BOYKIN **1st District**

> ROBERT STEELE 2nd District

JERRY BUTLER **3rd District**

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

LUIS ARROYO JR. 8th District

PETER N. SILVESTRI **9th District**

BRIDGET GAINER 10th District

> JOHN P. DALEY 11th District

JOHN A. FRITCHEY 12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District

OFFICE OF THE CHIEF PROCUREMENT OFFICER SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 Chicago, Illinois 60602 @ (312) 603-5370

ADDENDUM NO. 2

June 24, 2015

County-wide Job Order Contract

far

Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

A. General:

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Acknowledgement:

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

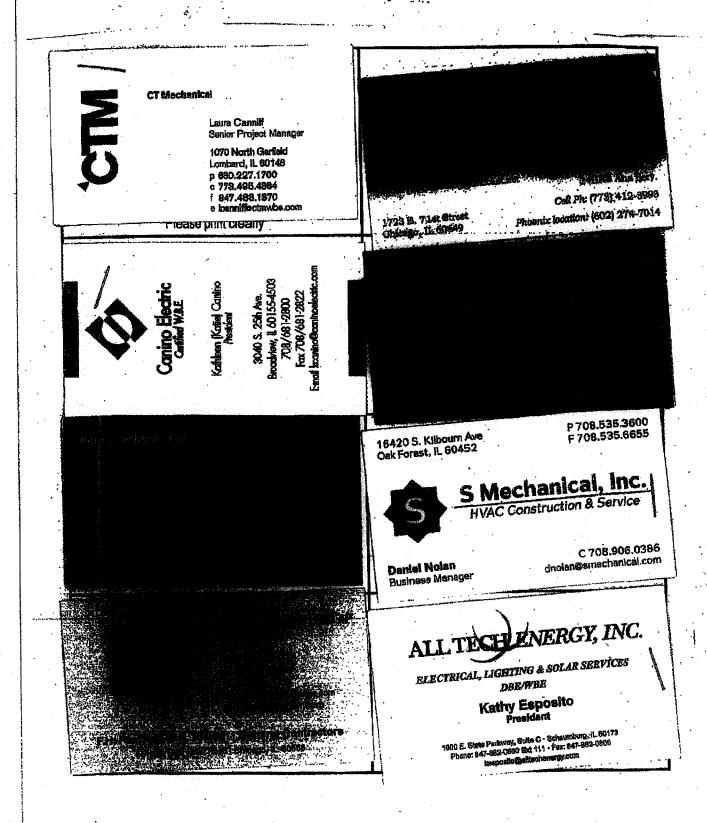
The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

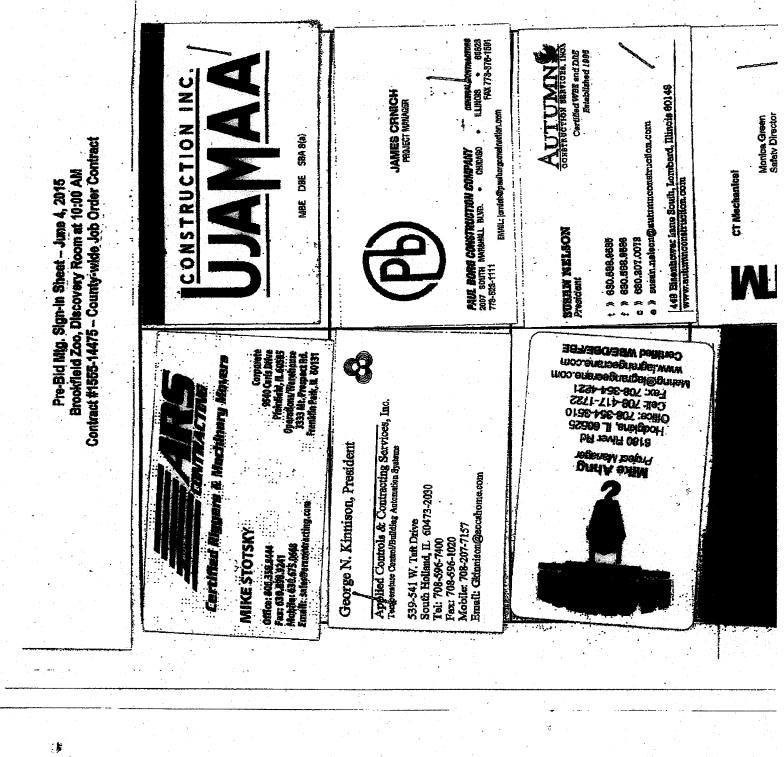
- Attachment 1: Book 1 Revised Page 2A
- Attachment 2: Book 1 Revised Page 79A
- Attachment 3: Book 1 Revised Page 83A
- Attachment 4; Book 1 Revised Page 87A
- Attachment 5: Book 1 Revised Page 91A
- Attachment 6: Book 1 Revised Page 95A
- Attachment 7: Book 1 Revised Page 99A
- Attachment 8: Book 1 Revised Page 103A
- Attachment 9: Book 1 Revised Page 107A
- Attachment 10: Book 1 Revised Page 111A
- Attachment 11: Book 1 Revised Page 115A
- Attachment 12: Book 1 Revised Page 119A
- Attachment 13: Book 1 Revised Page 123A
- Attachment 14: Pre-bid Meeting Presentation

Pre-Bid Mtg. Sign-in Sheet – June 4, 2015 Brookfield Zoo, Discovery Room at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract

1.5 Attendee Name: CALVIN For Company Name: Pit Stop JANitonAL 95 PARTON Ave CALIMET. C. ANI tonal least CC Company Address: {Business Card} 60401 Telephone: 708 -Fax: E-Mail: +11.St CLASS 3025(A) gunAil. Som Please print clearly Attendee Name: DARYL owns Company Name: ്ന Company Address: 1594 HARLEM AVE {Business Card} TTNIEY CA2 Telephone: Fax: E-Mail: 2 ANLICOM/ a Pleas orint clearly ()utj u e t i on' inc. {Business Card} Larry Jones Vice President Phone: 312,962.3298 Email: ijones@outlookdci.com Fax: 312.962.3282 www.outlookdci.com 47 West Polk Street, #205, Chicago, il 60605 international Quality Full Series Construction Co. Contracting New Floating 24225 Volbrecht Rd Room Addition s McCord Crete, IL 60417 Rielect Manager Finish Corporaty Phone: 708.897.1204 Motal Stud Framing Fax: 708.672.6769 nios & Exp Rendential & Con Sarah Birungi CEO IQcontract@gmail.com Office: 708.335,6406 General Contractor Certified Mold Remediator Fee: 708.335.3265 m77@wihoo.com ·

Pre-Bid Mig. Sign-In Sheet - June 4, 2015 Brookfield Zoo, Discovery Room at 10:00 AM Contract #1555-14475 - County-wide Job Order Contract





Pre-Bid Mtg. Sign-in Sheet – June 2, 2015 James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract

Attendee Name: Koscan Tuk Quisi	
Company Name: BROAd Way ELECTRIC	TAC.
Company Address: 831 Dak Hon St	{Business Card}
Telephone: <u>847-593-000</u> Fax:	
E-Mail: Please print clearly	
Attendee Name: Doved Liebarich Company Name: Randall Industries, Inc.	
Company Address: 741 S. Route 83 Flimburst, IL GOI26	{Business Card}
Telephone: <u>630-833-9100</u> Fax: <u>630-833-9108</u>	960 L
E-Mail: Cl. Lie bourch & manufall to de com Please print clearly	
Attendee Name:	
Company Name:	
Company Address:	
	{Business Card}
Telephone:	
Fax:	
E-Mail: Please print clearly	
Attendee Name:	
Company Name:	
Company Address:	
	{Business Card}
Telephone:	
Fax:	
E-Mail: Please print clearly	

:

Pre-Bid Mtg. Sign-In Sheet – June 4, 2015 Brookfield Zoo, Discovery Room at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract

Attendee Name: Bill Now + ski Company Name: JM Palaum INC Chicago Commercial Construction Scott Joslyn Company Address: _ibi2 Mose vel Estimator Westchestar IL sjoslyn@ccc-chicago.com 6015 773-936-3527 Cell Telephone: 708-450-(156 Fax: Bill Bimplanv, com E-Mail: Please print clearly STUTTEN Attendee Name: AUNIS Company Name: Pernix Grov WESTBROOK CAPITAL, INC. Company Address: 151 27 NO Funding The Entrepreheurial Spirit C Low BARD Gerald Doles - President 9180 Telephone: 63 \$12 Fax: E-Mall: STAUNIS @ DANNX COURD - COM gdoles@westbrookcapital.com Tel 708-579-9696 www.westbrookcapital.com Fax 708-579-5426 Please print clearly PO. Box 654, LaGrange IL 60525 Cell 708-642-7893 Insured Bonded Licensed contracting DJT co. Property aryl Towns Sr. Owner **Property Development** Direct 773 Certified MBE Office 708-479-1150 City of Chicago Fax 1-866-620-8331 E-mail THEDITCO@AOL.COM CR Miller Contractors Inc. MIKE ANNOYO Estimator/Project Manager Aguaphimbinginc@gmail.com Jim Heidorn Serving All Of Chicago Land Area Licensed Bondad Insured Senior Vice President 630-546-7216 312 N. May St., Suite 110, Chicago, H. 60607 • 1624 Colonial Pixwy, Inverness, IL 60067 MBBCortified Phone 312-432-1070 · Call 847-417-9076 · Fax 312-432-1071 im-krm@abcglobalnes . www.krmfilen.com

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2M

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on FBD, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on TBD, July 10, 2015 in the box in the County

of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	· ·
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	_
Addendum No	Date:	

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2R

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on TBD, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:
Addendum No	Date:
Addendum No	Date:
Addendum No	Date:

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G-SBE

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on TBD. July 10, 2015 in the box in the County

of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:
Addendum No	Date:
Addendum No	Date:
Addendum No	Date:

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2M-SBE

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	Date:			
Addendum No	Date:				
Addendum No	Date:		<u>.</u>		
Addendum No	Date:				

Attachment 10

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E-SBE

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on TBD, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date	

BIDDER NAME:

Attachment 11

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

· (Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW-SBE

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:
Addendum No	Date:
Addendum No	Date:
Addendum No	Date:

BIDDER NAME:

Attachment 12

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2D-SBE

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	

BIDDER NAME:

Attachment 13

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2R-SBE

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

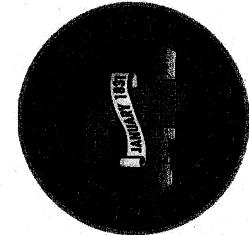
The receipt of the following addenda to the Contract Documents is acknowledged:

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	

BIDDER NAME:

Attachment 14

Attachment 14



Job Order Contracting Document No. 1555-14475

Pre-Bid Meeting: June 2015

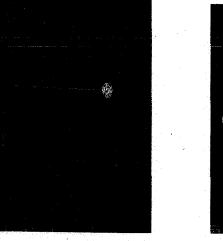
Topics

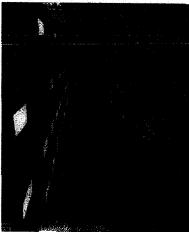
- County JOC History
- JOC Where do we use JOC?
- JOC Elements
- JOC Process Part 1
- JOC Contract Documents
- Understanding the Construction Task Catalog[®] (CTC)
- Calculating the Bid
- Bid Considerations & Review
- Contractor Adjustment Factors
- Risk of Low Adjustment Factors
- JOC Process Part 2
- Review / Key Points
- Bid Submission
- Questions

N

COUNTY JOC HISTORY

- Using Job Order Contracting since 2012
- Typically Uses JOC for:
- Facility Repair and Renovation Projects
- Mechanical / Electrical Upgrades, Demolition
- Replacements in Kind, Build-outs
- Road works, Civil Utilities, etc.
- Has Separate Contracts for Different Trades
- General, Mechanical, Electrical, Highway/Site work
- Statistics 03/2013 to Date:
- Over \$40,000,000.00 worth of work ordered
- Approximately 209 individual Job Orders issued
- Work Order Ranged in from few thousands to few millions



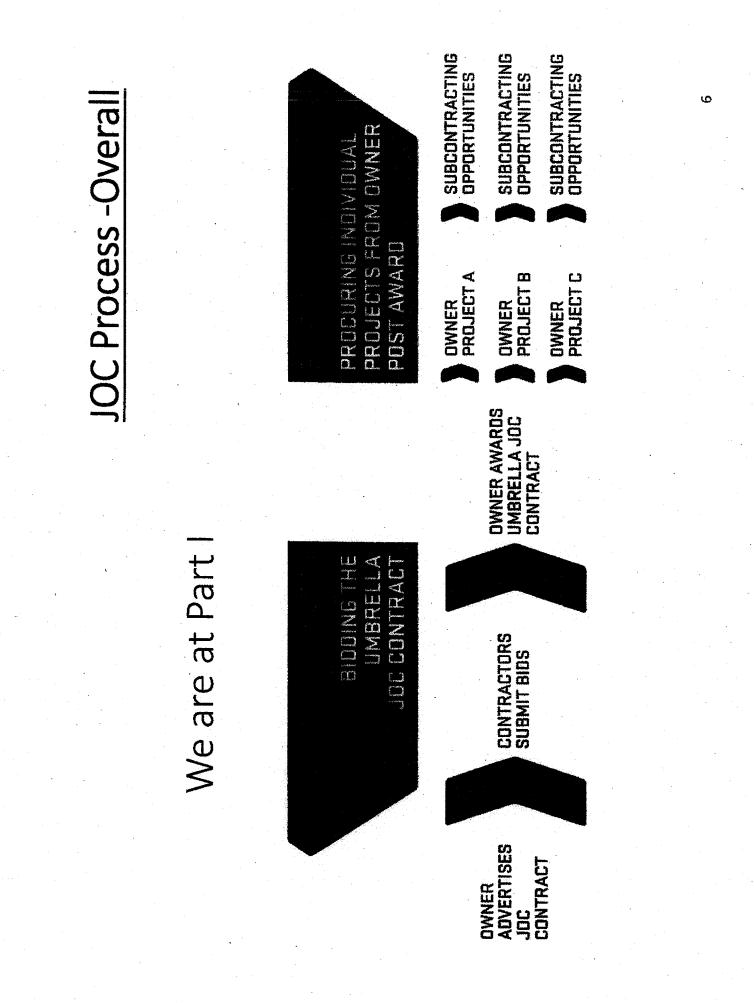


JOC – Where Do We Use JOC?

- JOC has been used at the:
- Morgue
- Jails
- Hospitals
- Warehouses
- Corporate Buildings
- County roads
- District offices
- Courthouses, etc.

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- Job Order are Lump Sum
- Contractor performing multiple projects simultaneously under one contract
- It is an indefinite delivery indefinite quantity contracting
- It is an "as-needed" bases under a Job Order Process
- It has established "fixed" unit prices
- Reduced Risk
- Partnership Contractors are encourage to provide input during scope development
- Contractor develop proposal to include all tasks



JOC PROCESS – HOW IS JOC BID?

Award Based on Competitive Bids

- Must Bid 3 Adjustment Factors:
- Normal Working Hours: 7:00 am to 4:00 pm Monday to Friday
- Other Than Normal Working Hours: 4:01 pm to 6:59 am Monday to Friday, and all day Saturday, Sunday and Holidays
- Non Pre-priced Tasks
- Each Adjustment Factor is Weighted to Create an Award Criteria Figure
- The aggregate of all factors is deemed to be the Lowest Bid

More about Adjustment factor... later slides

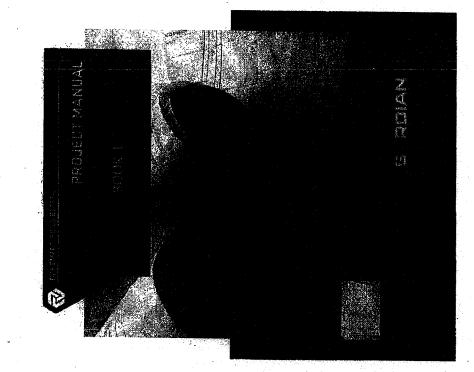
JOC Process - # of Awards

The County is intend to award to the number of contracts based on the chart below.

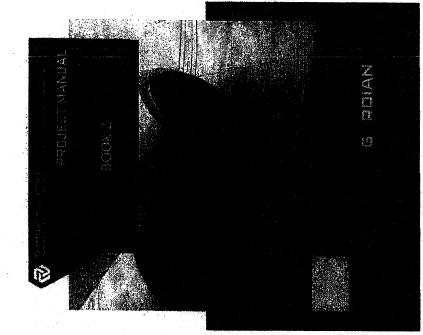
[1	1	1.	1	T	<u> </u>	1	1	1	T	.	
DBE Goal Monars	34%	34%	34%	34%	34%	34%						
WBE Participation Goal	10%	10%	10%	10%	10%	10%	SBE GOAL = 51%	SBE GOAL = 51%	SBE GOAL = 51%	SBE GOAL = 51%	SBE GOAL = 51%	SBE GOAL = 51%
MBE Participation Goal	24%	24%	24%	24%	24%	24%	S.	88	SBE	SBE	SBE	SBE
Contract Term	2 Years	2 Years	2 Years	2 Years	2 Years	2 Yeens	2 Years	2 Years	2 Years	2 Years	2 Years	2 Years
Estimated Annual Value	\$3,500,000	\$2,500,000	\$2,500,000	\$2,000,000	\$5,000,000	\$0	\$1,500,000	\$1,000,000	\$1,000,000	\$750,000	\$750,000	05
Bid Deposit	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
# of Potential Contract Awards	4 Awards	2 Awards	2 Awards	2 Awerds	2 Awards	1 Award	2 Awards	1 Award	1 Award	1 Award	1 Award	1 Award
Discipline	General Construction	Mechanical Construction	Electrical Construction	Highway/ Site Work	Demolition	Residential Construction	SBE General Construction	SBE Mechanical Construction	SBE Electrical Construction	SBE Highway / Site Work	SBE Demolition	SBE Residential Construction
Solicitation #	1555-14475-GC	1555-14475-MC	1555-14475-EC	1565-14475-SW	1565-14475-D	1555-14475-RC	1565-14475- GC-SBE	1555-14475- MC-SBE	1565-14475- EC-SBE	1555-14475- SW-SBE	1556-14475-D- SBE	1555-14475- RC-SBE

- Book 1 Contract Information, Instructions to Bidders, Condition of Contract, and Execution Documents
- Book 2 General Conditions and Special Conditions
- Book 3 The Construction Task
 Catalog
- Book 4 The Technical Specifications

- **Book 1** Contract Information, Instructions to Bidders Condition of Contract, and Execution Documents
- Advertisement
- **Document Submittal Checklist**
- Section 1 Contract Information
- Section 2 Instructions to Bidders
- Section 3 Contract Insurance Requirements
- Section 4 Wage Rates
- Section 5 Bid Forms and Execution Documents
- Section 6 Additional Documents to be Submitted with the Bid
- Section 7 Exhibits

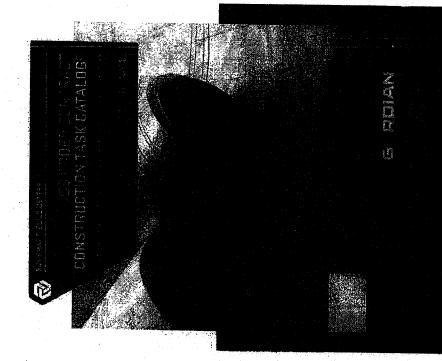


- **Book 2** General Conditions and Special Conditions
- Section 1 General Conditions
- Section 2 General Requirements
- Section 3 DBE, M/WBE Conditions, and Small Business Construction Initiative
- Section 4 Liquidated Damages
- Section 5 JOC Special Conditions
- Section 6 Special Conditions for Job Orders
 Funded in Whole or In Part with Federal Funds
- Section 7 Special Conditions for Cook County Dept of Transportation and Highways
- Section 8 Special Conditions for Work in Hospital and Medical Facilities
- Section 9 Special Conditions for Cooperative Purchasing (ezIQC[®])
- Section 10 Special Conditions for Department of Planning and Development



Book 3- The Construction Task Catalog[®] (CTC)

- Catalog of Pre-Priced Construction Tasks
- Organized by Construction Specifications Institute (CSI)
- Based on Local Labor, Material & Equipment Costs
- The tasks represent the "Scope of Work" for the contract

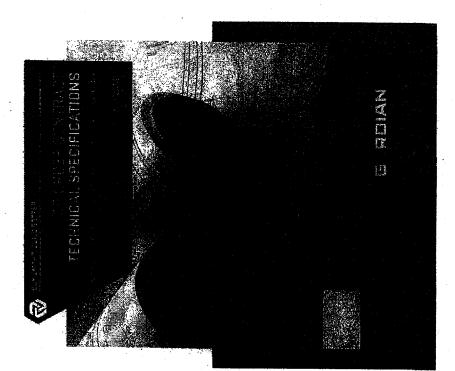


Book 4 - Technical Specifications

- Book 4a Technical Specifications
- Book 4b Technical Specifications for CCDOTH Tasks Contained in the CTC
- Book 4c Technical Specifications for CCDOTH Task Not in the CTC, But May be Used During the Contract

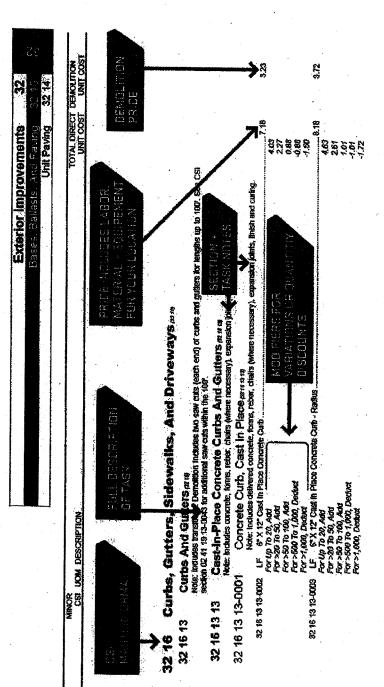
The Technical Specifications:

- Specify Quality of Materials and Workmanship
- Correspond with Tasks in the Construction Task Catalog[®]



UNDERSTANDING THE CONSTRUCTION TASK CATALOG

- Construction Task Catalog[®] (CTC)
- Typical Task:



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- understand "Using the Construction Contractor must review and Fask Catalog[®]"
- Rules of the game
- Make sure you get paid for all appropriate tasks
- Pages 00 1 to 00-8 of the CTC

GORDIAN GOUP" **CTC Information**.

Using The Construction Task Catalog®

- plie drivens, buildcasts, excavators, backhoes, botoats etc.) which exclude mobilization. Equipment costs include all operating expenses such as firef, electricity, luthricants, etc.
 - 27 The Construction Task Catalogy® was developed and customized by The Sontian Group, Inc. specifically for New York State Department of Transportation, priced locally using current labors, instellabilist and equipment costs, and published in January 2013.
 - Ef The Gordian Group, Inc. Reviews the use of this CTC and other propertiary information and software to the sole purpose of provided use of The Contracting services to any other propertiary Contracting services to any other propertiary Gordian Group's CTC and other arconietary formation and collevance or any other purpose of any other entity is optimized without the express withen consent of The Gordian Group, hc. ٦

The Unit Prices Include:

LABOR COSTS:

- beeparson level at straight-time prevailing wage rates including fringe basefits and an allowance for social Security and Medicare taxes, worker's companation, unsmithorment insurance and El Labor costs include direct tabor through the working employee benefits.
 - 2 Labor costs are based on workers tamiliar with and skilled in the performance of the lask following OSHA requirements.
- Labor costs inducte lime lost for normal work breaks, layout, measuring and utilify to fit, clean-up of regular construction debre, inspection, permit compliance, job meetings and start top. ø

EQUIPMENT COSTS:

El Equipment costs include all equipment recuired to accomptish the task including régging and mobilization, except large equipment (e.s. cranes.

MATERIAL COSTS:

- El Material costs include the cost of the material being insistified and all incidentais and accessories integral to the installation.
 - Material costs inclucie manufacturer's and/or fabricator's shop drawings.

covering, celling life, pipe, conduct, concreter, etc. Instances on selinversor for vester. This list is not therated to be all inclusive, but decarptive of the types of construction materials that are typically sold in standard lengths, sizes and weights. Material costs for roofing, drywall, VCT, carpet, wel

Complete and In-Place Construction:

- 21 Unit prices are for complete and impletes construction and include all labors, equipment and meterial required to complete the task te described in the CTG.
- inaterials, tools and equipment on sile: moving, materials, tools and equipment from storage area or buck up to 2 % stores (2 efortes with an atthc) and within 125 to result the sile. Unit Prices Include delivery, unloading and storing 62
- Unit prices exclude moving malerial and equipmen greater than 2 % stories and handling material and equipment more than 125 (See 01960). 2
- Unit prices for imperted materials (eggregate, sand, soli, etc.) induste defivery up to 15 mäes from live closest approved source. 5

botts, lag botts, ecreves, adhesive. wedge anchors, expansion botts, roofing elipe (excluding humbane clips) that are required. Fasteners listed separately in the CTC are for use with Owner turnished Unit prices include all fasteners such as anche Ð

Page 00 - 1 representative his General Group His.

Janupy 2013 NYY Bepartment of Tranuportation, Region 9 Milige Walner

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* See Handout

UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

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	\$2,024.00	\$816.00	\$252.00	\$72.00	\$402.63	\$41.25	\$41.25	\$47.03	\$47.03	\$105.57	\$208.18			
	400	400	400	400	I	11	11	11.75	13/75	202	13.75			
	\$5.06	\$2.04	\$0.63	\$0.18	\$402.63	\$3.75	\$3.75	\$3.42	\$3.42	\$0.51	\$15.14			
	ц	Ъ	ሌ	5	E	δ	പ	Շ	5	CYM	δ			
	4" Cast In Place Concrete Sidewalk	For Quantities 100 to 500, Add	4" Crushed Aggregate Base	For Quantities Under 1000	Mobilize Backhoe	Excavation by Backhoe	For Quantities Under 20 CY, Add	Loading Excess Materials	For Quantities Under 20 CY, Add	Hauling to Dump Site	Landfill Dump Fee			
-	32 16 23 00-0002		32 11 16 00-0015		01 71 13 00-0003	31.23 16 36-0006	-	31 23 16 36-0028		01 74 19 00-0029	01 74 19 00-0021			

Compare these prices

* Sample only

UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

NON PRE-PRICED WORK

- Contractor must demonstrate the use of Non Pre-priced Task
- Three (3) Quotes on vendors' or subcontractors' letterhead
- Justification for less than three (3) Quotes
- Contractor is paid the amount in the following formula:
- The final price submitted for Non Pre-priced Tasks shall be according to the following formula: æ
- 2. Direct Labor Rate without fringes (for Trades not Construction Task Catalog®) # **X**
- Direct Material Costs (supported by three supplier quotes) ۵
- 2 (for Equipment not Direct Equipment Costs Construction Task Catalog[®]) Щ О

Total Cost of Non Pre-Priced Task = $(A+B+C) \times Non Pre-priced Adjustment Factor$

For Work Performed with by <u>Subcontractors</u>: D = Subcontractor Costs (supported by three Subcontractor quotes) **Total Cost of Non Pre-Priced Task** = (A+B+C+D) x Non Pre-priced Adjustment Factor

CALCULATING THE BID – ANALYZING THE CTC

Recommended Method

Alternative Method

Use Historical Project Data

- Select a Completed Project
- You Know Scope and Direct Costs
- Price Project From CTC
- Add on Overhead and Profit
- **Calculate the Adjustment Factor**

Create a Representative Project

- Create a Scope of Work
- Get Sub Quotes or Estimate
 Cost
- Price Project From CTC
- Add on Overhead and Profit
- Calculate the Adjustment Factor

CALCULATING THE BID – SAMPLE PROJECT SCOPE

- **Multifamily Unit Renovation**
- **Doors and Hardware**
- Replace 12 interior doors, hinges and hardware
- Doors shall be 3x7, solid core wood doors
- Grade 2 locksets with knobs
- Replace 2 push bar exist devices and door closers on exit doors
- Interior Lighting
- Replace all lay-in troffer fixtures on first and second floors. 48 in total
- Replace 4 exit fixtures
- Replace 12 industrial fixtures in shop area
- Plumbing Fixtures
- Replace 8 bathroom sinks, 8 faucets, and 8 toilets in men's and women's bathroom in admin building and shop area
- Replace 4 water fountains
- Replace Boiler
- boiler. Install a new 1028 mbh oil fired cast iron boiler. Weil-McLain Model 88. Demo existing boiler and as much piping and venting to accommodate new No access for packaged boiler. Must field assemble sections. Provide new piping as required.
- Normal Working Hours Apply



			Create Contract		Interest Int	1990 Continues Continues	entry (v)	Alerti Merti	11 11/101			a series of the
		ttus tus tus tus tus tus tus tus tus tus		8		NUMAX RAY DAY				1148114	2000 Const	
						\$48,911.43	\$9,748.46	\$15,845.00	\$14,986.76	\$89,491.65	our management of the particular sectors.	Currentine Cardin
Administration of the second states of the second s	This price proposal - sell information and data - shell not be duplicatied, used, or disclosed in whole or its part for any purpose ofter than to evaluate this price proposal. This pri proposal - all information and data - is Confidential and proposal - all information and data - is Confidential and		•••		From: Contractor Project Manager							
	Job Order Contract Contractor's Price Proposal Summary- Category	DCHA1.00	Sample Price Proposal 123 Contracting	\$89,491.65 Sample Price Pronosal						ĨŔ		
	Job Order Contract Contractor's Priv	Job Order #::	Title: Contractor:	Proposal Value: Droncest Name:	To: Project Manager	Boller:	Doors & Hardware:	Lighting:	Plumbing:	Project Proposal Total		

CALCULATING	THE BID – CT	CALCULATING THE BID – CTC PRICE vs. CONTRACTOR COSTS	ACTOR COSTS
Direct Cost of Work from CTC	from	Direct Cost of Work from Quotes or Estimates	Work from mates
Replace Boiler	\$ 48,911.43	Replace Boiler	\$ 47,500.00
Doors and Hardware	\$ 9,748.46	Doors and Hardware	\$ 9,250.00
Lighting	\$ 15,845.00	 Lighting 	\$ 16,750.00
Plumbing	\$ 14,986.76	Plumbing	\$ 12,500.00
TOTAL =	\$ 89,491.65	TOTAL =	\$ 89,000.00
			21

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CALCULATING THE BID – PUTTING IT ALL TOGETHER

\$89,000.00	\$ 8,900.00	\$97,900.00	\$ 9,790.00	\$107,690.00	\$89,491.65	
Direct Cost of Work from Quotes	Overhead 10%*	Subtotal (Cost & O/H)	Profit 10%*	Subtotal (Cost & O/H & Profit)	Price From CTC	
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Adjustment Factor (= E / F) = 1.2034

Prepare this calculation for more than one sample project. *Sample Only. Contractor to determine O/H & Profit.

CALCULATING THE BID – THE BID FORMS

PROPOSED ADJUSTMENT FACTORS:

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

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

1.2034

* Sample only

(Specify to four (4) decimal places)

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

1.2685

(Specify to four (4) detimal places)

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

1.2000

(Specify to four (4) decimal places)

Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

1.2226

(Specify to four (4) decimel places)

The Other Than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

CALCULATING THE BID – THE BID FORMS

BIDDER NAME:

Normal Working Hours Adjustment Factor	Multiply Line 1 by .60	Other Than Normal Working Hours Adjustment Factor	Multiply Line 3 by .30	Non Pre-priced Adjustment Factor	Multiply line 5 by .10 =	Award Criteria Figure (Add lines 2, 4, and 6)
1.2034	0.7220	1.2685	0.3806	1.2000	0.1200	1. 2. 2. 2. 6 (Award Criteria Figure)

QUESTIONS?



TONI PRECKWINKLE PRESIDENT

> Cook County Board of Commissioners

> RICHARD R. BOYKIN 1st District

OFFICE OF THE CHIEF PROCUREMENT OFFICER **SHANNON E. ANDREWS** CHIEF PROCUREMENT OFFICER 118 North Clark Street, Room 1018
Chicago, Illinois 60602
(312) 603-5370

ADDENDUM NO. 3

July 2, 2015

County-wide Job Order Contract

for Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

A. <u>General</u>:

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Acknowledgement:

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. <u>Responses to Questions:</u>

 Question: With reference to Amendment 1, Attachment 4, IB-32 Coalition of Unionized Public Workers: does this mean that a GC must actually join the/a union for this project? Usually we agree to pay prevailing wage or Davis-Bacon standards. The last three lines appear to require that any firm working on the JOC must sign a labor agreement. We don't mind hiring union workers or paying the wages as prescribed if everyone must pay the same scale, but we are not interested in being forced to join a union. Please clarify

<u>Answer</u>: For the purposes of this project, it may be necessary for the prime contractor to be a signatory or become a signatory of either the Coalition of Unionized Public Workers (COUPE) labor agreement or the labor agreement of another trade union located within Cook County.

Putri

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS DWY CHIEF PROCUREMENT OFFICER

ROBERT STEELE

JERRY BUTLER 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

> LUIS ARROYO JR. 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY

JOHN A. FRITCHEY

12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District

CONTRACTOR ADJUSTMENT FACTORS

- Importance of Adjustment Factors
- Determines low bidder AND
- Used to price individual Job Orders
- Price proposal total becomes the lump sum Job Order amount

UNIT PRICE	UNIT PRICE	UNIT PRICE
×	×	×
QUANTITY	QUANTITY	QUANTITY
×	×	×
ADJUSTMENT FACTOR	ADJUSTMENT FACTOR	ADJUSTMENT FACTOR
11	11	11
TOTAL FOR TASK	TOTAL FOR TASK	TOTAL FOR TASK

TOTAL JOB ORDER PRICE

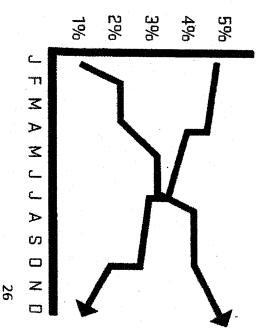
CONTRACTOR ADJUSTMENT FACTORS

Annual Price Adjustment

- Applied annually on the JOC's Anniversary Date
- Based on CCI (Chicago) published by Engineering News Record

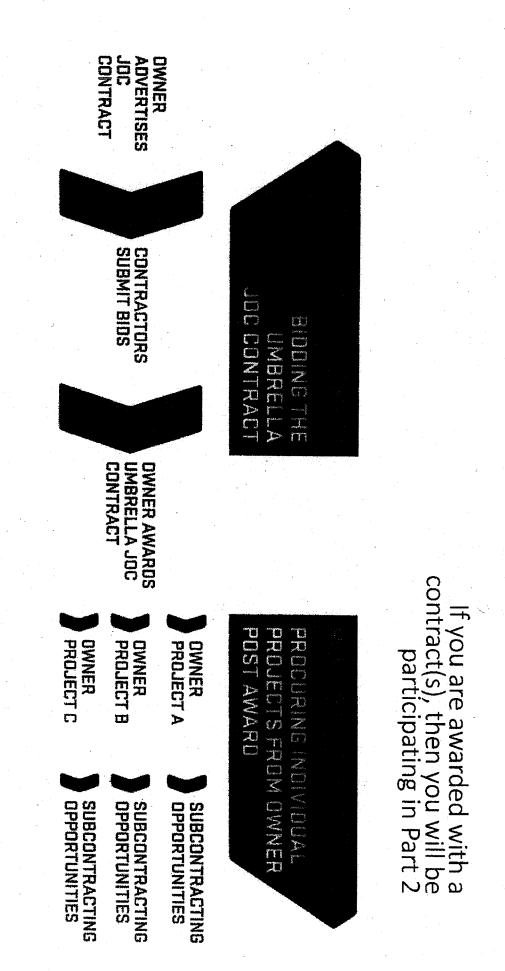
Calculation (Based on Bid Due Date)

- Average CCI for Current Year Average CCI for Base Year 11 The % Increase or Decrease in **Construction** Costs
- Next Year Percentage x Original Adjustment Factors = New Adjustment Factors for
- Normal Working Hours
- **Other Than Normal Working Hours**
- NPP Adjustment Factors are Fixed for
- the Duration of the Contract



RISKS OF LOW ADJUSTMENT FACTORS

- Leads to Unrealistic Proposals
- Unsupportable Tasks
- Exaggerated Quantities
- escalations. Locked in for the duration of the contract except for
- Reduced confidence in the work
- Sustainability is jeopardized



JOC Process –Part 2

HOW Do We Issue WORK ?



- Joint Scope Meeting With the County, Contractor, and Others to define the Detailed Scope of Work
- The County Issues Request for Proposal for the Agreed Upon Detailed Scope of Work
- Proposal Development (via eGordian next slide)
- Typical Proposal Due Date will be 2 weeks from RFP
- Proposal Review
- Issuance of Job Order
- Total Time Goal: Average 3-5 weeks

eGordian Software

- Internet Based Software Provided with Contract
- eGordian[®] Software Automates the Proposal Process

REVIEW / KEY POINTS

- Focus on Total Potential Value of Contract
- Estimated Annual Value x 4
- Evaluate Construction Task Catalog®
- Analyze Unit Prices
- Know the General Guidelines for Using the CTC
- Adjustment Factors
- Be realistic
- Be sustainable

Bids Submission

- Sealed bids due: Friday, July 10, 2015 No Later than 10:00 AM CST
- Address:

Bid Box, Room 1018, County Building 118 N. Clark Street Chicago, IL 60602

- THREE (3) bound copies of sealed proposals in envelopes provided for that purpose and ONE (1) electronic copy in PDF format contained on USB drive, thumb drive, CD-ROM, or like device.
- If a bidder submits a bid for more than one discipline, a separate bid package must be submitted with each bid.
- outside of your sealed package and failure to do so may result in the inadvertent opening of the package and may cause your bid to be rejected The bid number and company name must be included on the ω 2

BID SUBMISSION

DOCUMENT SUBMITTAL CHECKLIST

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

Bid Form 1 - Schedule of Prices

Bid Form 2 - Determination of the Award Criteria Figure

Signed Proposal Agreement

Surely Statement of Qualification for Bonding

MBE/WBE/DBE/SBE Commitment Form

Contractor Certifications Regarding Labor Standards and Prevailing Wage Rates

Bid Deposit Form

Statement of Relevant Experience

County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE Ar monifested

đ Mechanical License(s) (Required for Mechanical Conduction Contract Only)

* See Handout

, Electrical License(s) (Required for Becarioal Construction Contract Only)

3 MBE/WBE/DBE/SBE Participation Plan

ជ Affidavit of Small Business Requirement (Required for SBE Contracts Only)

Ę, **Responsible Bidder Requirement**

5 **Confidentiality** Form

Key Personnel

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7 Veteran's Preference For VBE and SDVBE (mapplicable)

, Affidavit Veteran's Workplace Preference and Public Work Contracts (#appficable)

Economic Disclosure Statement __ Section 2 - Certifications

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Section 3 - Required Disclosures

Cook Cousty Affidavit of Child Support Obligations

9

ي Swom Familial Relationship Disclosure Form

Section 4 - Contract and Economic Disclosure Statement Execution Pages

Section 5 - Cook County Signature Page (To be left dank - County to complete leter)

8 Certified Certificate of Eligibility (Required for Highway/Site Work Contract Only)

24.

SWOM Affidavit of Availability (Required for Highway/Site Work Contract Only)

BID SUBMISSION

- Make Sure you Signed the Pre-bid Sign-In Sheet
- solicitation Register with the County website in order to receive any notifications or addenda to the

http://www.cookcountyil.gov/office-of-the-chiefprocurement-officer/

BID SUBMISSION

- All questions concerning this solicitation must be received via email no later than:
- Thursday, June 11, 2015 by 3:00 PM CST
- Submit questions to: Danuta.Rusin@cookcountyil.gov Danuta Rusin, Senior Contract Negotiator



TONI PRECKWINKLE

PRESIDENT Cook County Board of Commissioners

RICHARD R. BOYKIN 1st District

ROBERT STEELE 2nd District JERRY BUTLER 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

LUIS ARROYO JR. 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY 11th District

JOHN A. FRITCHEY 12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018
Chicago, Illinois 60602
(312) 603-5370

ADDENDUM NO. 4

July 8, 2015

County-wide Job Order Contract

for

Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

A. <u>General</u>:

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. Acknowledgement:

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

- Attachment 1: Book 1 Revised Page 2B
- Attachment 2: Book 1 Revised Page 798
- Attachment 3: Book 1 Revised Page 83B
- Attachment 4: Book 1 Revised Page 87B
- Attachment 5: Book 1 Revised Page 91B
- Attachment 6: Book 1 Revised Page 95B
- Attachment 7: Book 1 Revised Page 99B
- Attachment 8: Book 1 Revised Page 103B
- Attachment 9: Book 1 Revised Page 107B
- Attachment 10: Book 1 Revised Page 11B
- Attachment 11: Book 1 Revised Page 115B
- Attachment 12: Book 1 Revised Page 110
- Attachment 12: Book 1 Revised Page 119B
- Attachment 13: Book 1 Revised Page 123B

RFP No. 1555-14475 - Addendum No. 4 Page 2

D. Changes:

1. Change #1 - Replace Page 2A of Book 1 Solicitation Package with Attachment 1, Revised Page 2B. Bid due date extended from July 10, 2015 to July 24, 2015.

Change #2 - Replace Page 79A of Book 1 Solicitation Package with Attachment 2, Revised Page 79B. Revised bid due date.
 Change #3 - Replace Page 83A of Book 1 Solicitation Package with Attachment 3, Revised Page 83B. Revised bid due date.
 Change #4 - Replace Page 87A of Book 1 Solicitation Package with Attachment 4, Revised Page 87B. Revised bid due date.
 Change #5 - Replace Page 91A of Book 1 Solicitation Package with Attachment 5, Revised Page 91B. Revised bid due date.
 Change #6 - Replace Page 95A of Book 1 Solicitation Package with Attachment 6, Revised Page 95B. Revised bid due date.
 Change #7 - Replace Page 99A of Book 1 Solicitation Package with Attachment 7, Revised Page 99B. Revised bid due date.
 Change #8 - Replace Page 103A of Book 1 Solicitation Package with Attachment 8, Revised Page 99B. Revised bid due date.
 Change #8 - Replace Page 107A of Book 1 Solicitation Package with Attachment 8, Revised Page 103B. Revised bid due date.
 Change #10 - Replace Page 111A of Book 1 Solicitation Package with Attachment 10, Revised Page 111B. Revised bid due date.
 Change #11 - Replace Page 115A of Book 1 Solicitation Package with Attachment 11, Revised Page 115B. Revised bid due date.
 Change #12 - Replace Page 119A of Book 1 Solicitation Package with Attachment 12, Revised Page 119B. Revised bid due date.
 Change #13 - Replace Page 119A of Book 1 Solicitation Package with Attachment 11, Revised Page 115B. Revised bid due date.

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

Attachment 1

Cook County

SENT ELECTRONICALLY TO THOSE WHO HAVE REGISTERED. ANNOUCEMENTS OR INFORMATION ABOUT THE BID CAN BE ALSO BE DOWNLOADED FROM THE WEBSITE.

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

TWO (2) PRE-BID CONFERENCES WILL BE HELD FOR THIS SOLICITATION. THE <u>FIRST PRE-BID</u> <u>CONFERENCE</u> WILL BE ON **TUESDAY, JUNE 2, 2015 AT 10:00 A.M. CST** AT THE JAMES R. THOMPSON CENTER, 100 WEST RANDOLPH STREET, CHICAGO, ILLINOIS 60601, ASSEMBLY HALL (LOCATED IN THE LOWER LEVEL ADJACENT TO THE FOOD COURT). THE <u>SECOND PRE-BID CONFERENCE</u> WILL BE ON **THURSDAY, JUNE 4, 2015 AT 10:00 A.M. CST** AT BROOKFIELD ZOO, 3300 GOLF ROAD, BROOKFIELD, IL 60513. DRIVING DIRECTIONS TO THE SOUTH PARKING LOT ARE PROVIDED BELOW.

BROOKFIELD ZOO IS LOCATED AT 1ST AVENUE AND 31ST STREET IN BROOKFIELD, ILLINOIS, APPROXIMATELY 14 MILES WEST OF DOWNTOWN CHICAGO. FOR INFORMATION CALL 708-688-8341.

FROM CHICAGO, THE ZOO IS ACCESSIBLE FROM THE EISENHOWER EXPRESSWAY-I-290 WESTBOUND. EXIT AT 1ST AVENUE SOUTH. FROM THE NORTH, TAKE THE TRI-STATE TOLLWAY-I-294 SOUTH, THEN EXIT AT 22ND STREET EAST. TRAVELING FROM THE SOUTH, TAKE THE TRI-STATE TOLLWAY-I-294 NORTH, TO THE STEVENSON EXPRESSWAY-I-55 NORTH TO CHICAGO, THEN EXIT AT 1ST AVENUE NORTH.

WHEN ON 1ST AVENUE FOLLOW THE SIGNS SOUTH TO THE SOUTH ENTRANCE. LOCATED WEST OF FIRST AVENUE ON RIDGEWOOD.

JUST PAST THE RIVERSIDE BROOKFIELD HIGH SCHOOL THE FIRST BLOCK YOU COME TO IS GOLF ROAD MAKE A RIGHT TURN

ALL QUESTIONS REGARDING THIS BID ARE DUE ON THURSDAY, JUNE 11, 2015 NO LATER THAN 3:00 P.M. CST. EMAIL ALL QUESTIONS TO DANUTA RUSIN, SENIOR CONTRACT NEGOTIATOR (312-603-3948) AT DANUTA.RUSIN@COOKCOUNTYIL.GOV

BIDS ARE DUE AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 NO LATER THAN 10:00 A.M. CST ON FRIDAY,-JUNE-26, 2015, JULY 10, 2015, JULY 24, 2015.

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

BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY

TONI PRECKWINKLE, COOK COUNTY PRESIDENT

SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER

May 2015

ADVERTISEMENT FOR BIDS

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on July 10, 2015 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	2
Addendum No	Date:	
Addendum No	Date:	
Adendum No	Date:	

BIDDER NAME:

May 2015

SECTION 5 - BID FORMS

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2M

(Specify to four (4) decimal places)

BID DUE DATE

1

Bids are to be received no later than 10:00 AM on July 10, 2015 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	······

BIDDER NAME:

3.

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

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2E

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on July 10, 2015 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	2 **
Addendum No	Date:	x

BIDDER NAME:

Attachment 5

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

(Specify to four (4) decimal places)

BID DUE DATE

4.

Bids are to be received no later than 10:00 AM on July 10, 2015 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No		Date:	
Addendum No		Date:	
Addendum No		Date:	
Addendum No		Date:	

BIDDER NAME:

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

4. <u>Award Criteria Figure:</u> Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2SW

(Specify to four (4) decimal places)

BID DUE DATE

Bids are to be received no later than 10:00 AM on July 10, 2015 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No		Date:	Date:		
Addendum No		Date:			
Addendum No		Date:			
Addendum No		Date:	·		

BIDDER NAME:

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

(Specify to four (4) decimal places)

Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2R

(Specify to four (4) decimal places)

BID DUE DATE

4.

Bids are to be received no later than 10:00 AM on July 10,-2015 July 24, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

ADDENDUM RECEIPT

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

Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	
Addendum No	Date:	

BIDDER NAME:

May 2015

SECTION 5 - BID FORMS



TONI PRECKWINKLE

PRESIDENT Cook County Board of Commissioners

RICHARD R. BOYKIN 1st District

ROBERT STEELE 2nd District

JERRY BUTLER 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

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EUZABETH ANN DOODY GORMAN 17th District OFFICE OF THE CHIEF PROCUREMENT OFFICER

SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER 118 North Clark Street, Room 1018
Chicago, Illinois 60602
(312) 603-5370

ADDENDUM NO. 5

July 14, 2015

County-wide Job Order Contract

for

Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

A. General:

This addendum revises the above-referenced solicitation. This addendum is issued prior to execution of the contract, forms a part of contract documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

B. <u>Acknowledgement</u>:

Acknowledge receipt of this addendum in the space provided on the bid form on the proposal pages. Failure to do so will subject bidder to disqualification.

C. Attachments:

The addendum includes attachments described in this addendum. One copy of each attachment is issued with this addendum, unless otherwise indicated. Insert the attachment(s) in the solicitation document in the correct sequence and location. Revise your response to this solicitation to reflect the modifications per this addendum, as applicable.

 Attachment 1: Book 1 - Section 7 Exhibit M – Coalition of Unionized Public Employees (C.O.U.P.E) Trades – Page 235 – 255.

D. Changes:

1. Change #1 - Insert Attachment 1 to Book 1 Solicitation Package. C.O.U.P.E Trades provided.

ORIGINATED BY:

Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

Exhibit M - Coalition of Unionized Public Employees (C.O.U.P.E.) Trades

APPENDIX A

Architectural & Ornamental Iron Workers' Union, Local #63

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2336	Architectural Iron Worker	\$42.90/hr.	06-01-13
2335	Architectural Iron Worker Foreman	\$45.40/hr.	06-01-13
2334	Master Locksmith	\$42.90/hr.	06-01-13

UNION:

Architectural & Ornamental Iron Workers' Union, Local 63

BY:

Larry McNiff, Business Manager

Chicago and Northcast Illinois District Council of Carpenters, Local 13

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2317	Carpenter	\$42.52	06-01-13
2318	Carpenter Foreman	\$45.02	06-01-13
2321	Lather	\$42,52	06-01-13
2364	Upholsteller	\$34.01	06-01-13
2366	Maintenance Worker	\$24.92	06-01-13
2367	Maintenance Worker Foreman	\$26:09	06-01-13
1404	Building & Zoning Inspector I	\$42.52	06-01-13
1415	Building & Zoning Inspector II	\$42.52	06-01-13
1412	Fire Prevention Inspector	\$42.52	06-01-13
1402	Building & Construction Plan Examiner 1	\$42.52	06-01-13
1420	Zoning Plan Examiner 1	\$42.52	06-01-13

UNION:

Chicago Regional District Council of Carpenters

BY:

Fe -

Frank T. Libby, Executive Secretary Freasurer

on E. My-

BY:

Thomas E. Ryan, Jr., Business Representative, Local 13

SECTION 7 - EXHIBITS

Chicago Journeyman Plumbers Union, Local 130, U.A.

IOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2348	Chief Plumbing Inspector	\$51.99	06-01-13
2350	Plumber	\$46.05	06-01-13
2352	Plumber Foreman	\$48.05	06-01-13
2353	Plumbing Inspector/Foreman	\$48.05	06-01-13
2349	Plumbing Plan Examiner	\$48.05	06-01-13

UNJON:

Chicago Journeyman Plumbers Union, Local 130, UA

BY:

James 7. Corgne James Coyne, Business Manager

SECTION 7 - EXHIBITS

Glaziers, Architectural Metal and Glass Workers Union, Local 27, Chicago & Vicinity

JOB CODE	TITLE REPRESENTED	WAGE RATE	BFFECTIVE DATE	
2320	Glazier	\$40.00	6/1/13	

UNION:

Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity

BY:

Terrence Fitzmaurice, Business Manager

SECTION 7 - EXHIBITS

International Association of Heat and Frost Insulators & Asbestos Workers, AFL-CIO, Local 17

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2342	Pipe coverer	\$46,95	06-01-13
2368	Pipecoverer Foreman	\$49.45	06-01-13
2388	Pipecoverer Material Handler	\$35,21	06-01-13
2389	Pipecoverer Pre-Apprentice		06-01-13

UNION:

BY:

International Association of Heat & Frost Insulators and Asbestos Workers, AFL-CIO, Local 17

Brian Glynn, Business Manager

SECTION 7 - EXHIBITS

International Association of Machinists & Aerospace Workers, AFL-CIO, Local 126

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2331	Machinist.	\$43;92	07-01-13
2339	Machinist Foreman	\$46.42	07-01-13

UNION:

International Association of Machinists & Acrospace Workers, AFL-CIO, Local 126

BY:

foseph M. Pijanowski, Directing Business Representative

SECTION 7 - EXHIBITS

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Local Lodge No. 1

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2307	Boilermaker/Blacksmith	\$42.13	7/1/13
2310	Boilermaker/Welder	\$42.13	7/1/13

UNION:

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, Local Lodge 1

BY:

John Rief, Business Manager, Secretary-Treasurer

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2390	Biomedical Electrical Technician	\$43.00	6/3/13
2391	Biomedical Electrical Technician Foreman	\$46.00	6/3/13
2327	Chief Electrical Inspector	\$49.00	6/3/13
2328	Electrical Equipment Technician	\$43.00	6/3/13
2346	Electrical Equipment Technician Foreman	\$46.00	6/3/13
2330	Electrical Inspector	\$46.00	6/3/13
2329	Electrical Mechanic	\$43.00	6/3/13
2323	Électrical Plan Examiner	\$46.00	6/3/13
2324	Electrician	\$43,00	6/3/13
2326	Electrician Foreman	\$46.00	6/3/13
2379	Telecommunications Electrician	\$43,00	6/3/13
2378	Telecommunications Electrical Foreman	\$46.00	6/3/13

International Brotherhood of Electrical Workers, Local 134 (IBEW)

UNION:

International Brotherhood of Electrical Workers, Local 134

BY:

Terry Allen, Business Manager

) and & A min

BY:

Don Finn, Business Representative and Financial Recording Secretary

SECTION 7 - EXHIBITS

International Union of Elevator Constructors, Local No. 2

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
1411	Elevator Inspector	\$56,14	1/1/14
1413	Elevator Mechanic	\$49.90	1/1/14

UNION:

BY:

International Union of Elevator Constructors, Local 2

<Dan Baumann, Business Manager

JOB CODE	TIFLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2372	Road Equipment Operator	\$44.30	6/1/13
2373	R.E.O. (Master Mechanic)	\$47,30	6/1/13
2376	R.E.O. (Master Mechanic) Foreman	\$48.30	6/1/13

International Union of Operating Engineers, Local 150, AFL-CIO

UNION:

International Union of Operating Engineers, Local 150, AFL-CIO

BY:

James Sweeney, President and Business Manager

SECTION 7 - EXHIBITS

Journeymen Plasterers Protective and Benevolent Society, Local #5

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2361	Plasterer	\$45.25	07-01-13

UNION:

BY:

Journeymen Plasterers Protective and Benevolent Society, Local 5

~ A Maraley)

John A. Manley, Business Manager

SECTION 7 - EXHIBITS

Painters' District Conneil No. 14, International Brotherhood of Painters and Allied Trades

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2354	Painter	\$40.75	6/1/13
2356	Painter Forcinan	\$45.75	6/1/13
4008	Painter Apprentice	ana ana ana ina mpinana pananana kanya kanya ka na ana sa da 1115 ka panana manana da fanda	6/1/13
د. ده مو مد ب		*****	The game at 1997 of the part of the same is a set of the

UNION;

Painters' District Council No. 14, International Brotherhood of Painters and Allied Trades

BY:

;)

Terrence Fitzmaurige, Business Manager

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2344	Steamfitter	\$46.00	06-01-13
2345	Steamfitter Foreman	\$49.00	06-01-13
2343	Refrigerator Man	\$46.00	06-01-13

Pipe Fitters Association, U.A., Local 597

UNION:

Pipe Fitters Association, UA, Local 597

BY:

BY:

Hemes Buchanan

Jarnes Buchanan, Business Manager

Harrison Mailey, Business Sepresentative

SECTION 7 - EXHIBITS

Sewer and Tunnel Miners Union, Local No. 2 Laborers' International Union of North America

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2392	Laborer	\$37.00	6/1/13
2393	Laborer I	\$37.00	6/1/13
2394	Laborer II	\$37.40	6/1/13
2396	Laborer Foreman (Highway)	\$38,10	6/1/13
2395	Laborer Foreman	\$38.10	6/1/13
2363	Plasterer Helper	\$37.00	6/1/13

UNION:

BY:

Sewer & Tunnel Miners Union, Local 2 Laborers' International Union of North America

Sule

Douglas Binger, Secretary-Treasurer

SECTION 7 - EXHIBITS

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2340	Tinsmith	\$41.21	6/1/13
2341	Tinsmith Foreman	\$44.51	6/1/13
2225	Ventilating Inspector	\$44.51	6/1/13

Sheet Metal Workers' International Association, Local No. 73

UNION:

BY:

Sheet Metal Workers' International Association, Local 73

Rocco Terranova, President and Business Manager

SECTION 7 - EXHIBITS

Sign and Pictorial Painters Union, Local 830

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2359	Sign Painter (Shopman)	\$35.29	06-18-2014

UNION:

Sign and Pictorial Painters Union, Local 830

BY:

Terrence Fitzmaurice, Business Manager

SECTION 7 - EXHIBITS

seeve and mannespart realisions, Chalanteens and Incipers Onton, Docat No				
JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE	
2381	Motor Vehicle Driver I	\$34.51	06-01-14	
2382	Motor Vehicle Driver II	\$35.16	06-01-14	
2371	M.V.D. (Road Renairman)	\$34.51	06-01-14	

State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 700

State & Municipal Teamsters, Chauffeurs & Heipers Union, Local 700 UNION: BY:

SECTION 7 - EXHIBITS

Administrative District Council #1 of Illinois

TOB CODE TITLE REPRESENTED

WAGE RATE

EFFECTIVE DATE

2311	Brieldsyer	\$41.58	6/1/13
2312	Bricklayer Foreman	\$45.74	6/ 1/13
2431	Marble Polisher	\$30.52	6/1/13

UNION:	Administrative District Council #1 of Illinois	
BY:	to. (le	
1917	James Allon, President	
•		

BY:

Michael Lowery, Socretary-Treasurer

SECTION 7 - EXHIBITS

APPENDIX A (Cook County Sheriff)

International Brotherhood of Electrical Workers, Local 134 (IBEW)

ſ	JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
L				
	2239	Electrical Mechanic	\$43.00	6/3/13
		,		

UNION:

International Brotherhood of Electrical Workers, Local 134

BY:

Don Finn, Business Representative and Financial Recording Secretary

JOB CODE	TILLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2372	Road Equipment Operator	\$44.30	6/1/13
2373	R.E.O. (Master Mechanic)	\$47.30	6/1/13
2376	R.E.O. (Master Mechanic) Foreman	\$48.30	6/1/13

International Union of Operating Engineers, Local 150, AFL-CIO

UNION:

International Union of Operating Engineers, Local 150, AFL-CIO

BY:

James Sweeney, President and Business Manager

SECTION 7 - EXHIBITS

Administrative District Council #1 of Illinois (Cook County Sheriff)

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2431	Marble Polisher	\$30.52	6/1/13

UNION:	Administrative District Council #1 of Illinois	
BY:	James Allen, President	
	minghan	
	Mike Lowery, Secretary-Treasurer	

SECTION 7 - EXHIBITS