# CONTRACT FOR WORK DOCUMENT NO. 1555-14475 GC1



**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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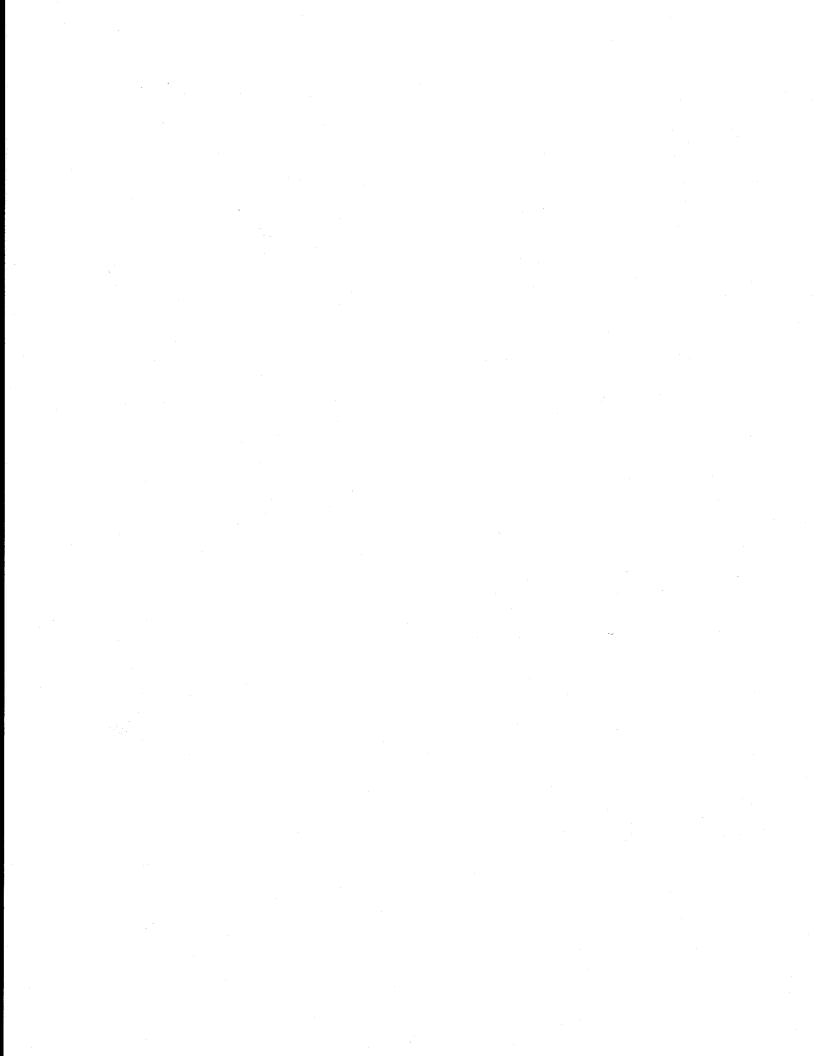
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## ADVERTISEMENT FOR BIDS

FOR: COUNTY-WIDE JOB ORDER CONTRACTS

Solicitation Number: 1555-14475

Solicitation #	Discipline	# of Potential Contract Awards	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 WWW.COOKCOUNTYGOV.COM/PURCHASING. 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 FIRST PRE-BID CONFERENCE 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 SECOND PRE-BID CONFERENCE 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 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.

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

## 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 (I 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)

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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
- 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 <a href="https://www.cookctyclerk.com">www.cookctyclerk.com</a>, 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.
- 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.
- OO. **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.
- 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 subcontractors, 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.
- 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 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:

General Construction			
Mechanical Construction			
Electrical Construction			
Highway / Site Work			
Demolition			
Residential Construction			

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:

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

- 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
  - 3. Book 3: The Construction Task Catalog® (CTC)

- 4. Book 4: Technical Specifications
- B. The specifications are divided into the following and are used for all disciplines:
  - 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:
  - 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.
  - 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:
  - 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 <a href="http://dot.state.il.us/">http://dot.state.il.us/</a> 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 <a href="http://dot.state.il.us/">http://dot.state.il.us/</a>.
- 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 <a href="http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm">http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm</a> maintained by the State of Illinois Department of labor.
  - 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 <a href="http://www.wdol.gov/dba.aspx">http://www.wdol.gov/dba.aspx</a> maintained by the State of Illinois Department of labor.
  - 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 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 indicated are representative of those existing throughout the work or that unanticipated subsurface 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.

- 1. 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

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.
- 4. 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.
- E. After Award of the Job Order: No substitutions will be considered except as follows.
  - 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.
  - 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
- 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 <a href="https://www.cookcountygov.com">www.cookcountygov.com</a> 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 Bid for award or execution. The bid protest must specify 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 ½% 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 \$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) Contractors Pollution Liability

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

#### 6) Builders Risk/Installation

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

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

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

#### 7) Professional Liability

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

#### 8) Valuable Papers

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

## 9) Marine Protective & Indemnity

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

## 10) <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.

#### 11) Owner's and Contractor's Protective Liability

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

## B. ADDITIONAL REQUIREMENTS

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

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

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

borne by Contractor.

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

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

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

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

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

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

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

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



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/23/2016

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

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

OUTCHIOCASE HERBERT IN HERBERT	onaoroomoni(o).		
PRODUCER MARSH USA INC.		CONTACT NAME:	
540 W. MADISON		PHONE FAX (A/C, No, Ext): (A/C, No):	
CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.cor		E-MAIL ADDRESS:	
Attr. chicago. Certrequest@maisn.cor	<b>11</b>	INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Zurich American Insurance Company	16535
INSURED F.H. Paschen		INSURER B: American Zurich Insurance Company	40142
S.N. Nielsen & Associates, LLC		INSURER C: Illinois National Insurance Company	23817
Attn: Nick Bilski 5515 N. East River Road		INSURER D: Indian Harbor Insurance Company	36940
Chicago, IL 60656		INSURER E:	
		INSURER F:	
COVEDACEC	ACDITICIO A TE ANTIMOTO	OUR 000504707 04 DEL 4010 N. MILLES DED 9	

COVERAGES CERTIFICATE NUMBER: CHI-006561797-01 REVISION NUMBER: 2

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

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INSR   POLICY EFF   POLICY EXP									
INSR LTR		TYPE OF INSURANCE		WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	Χ	COMMERCIAL GENERAL LIABILITY			GLO 5833476-03	10/01/2015	10/01/2016	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000
					- 1. The state of			MED EXP (Any one person)	\$	10,000
								PERSONAL & ADV INJURY	\$ .	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:	-					GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
Α	ΑUΊ	OMOBILE LIABILITY			BAP5833474-03	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	Χ	ANY AUTO				11		BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	Χ	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
									\$	,
C	Χ	UMBRELLA LIAB X OCCUR			BE 29157302	10/01/2015	10/01/2016	EACH OCCURRENCE	\$	25,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	25,000,000
		DED X RETENTION \$ 10,000							\$	
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			WC 5833475-03 (AOS)	10/01/2015	10/01/2016	X PER OTH- STATUTE ER		
В	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	-	WC 5833477-03 (WI)	10/01/2015	10/01/2016	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	edatory in NH)	Ņ/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Profe	essional /			CEO7420104-02	10/01/2015	10/01/2016	Each Act		5,000,000
	Pollu	ition Liability			'SIR: \$250,000'			Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Job #: 1555-14475 GC1 - Cook County JOC Contract

The County of Cook, Illinois, the Employees of Cook County, Program Manager, Architect, and their officers, directors, and agents is/are included as additional insured on General and Auto Liability where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to General Liability, and Automobile Liability. Waiver of subrogation is applicable where required by written contract with respect to General Liability, Automobile Liability, and Workers Compensation. X- Explosion, Collapse, Underground is included on the General Liability policy.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
THORIZED REPRESENTATIVE Marsh USA Inc.
inashi Mukherjee Marraoni Mulcherjee
TH

© 1988-2014 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 057572

LOC #: Chicago

<b>ACORD</b> °	

## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

	_	THE COLLEGE	raye	 _ 01	_2_
AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen	· · · · · · · · · · · · · · · · · · ·	 	
POLICY NUMBER	S.N. Nielsen & Associates, LLC Attn: Nick Bilski 5515 N. East River Road				
CARRIER	NAIC CODE	Chicago, IL 60656			
		EFFECTIVE DATE:	-	 	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Layer Liability

Insurer: Endurance American Insurance Company

Policy Number: EXC10004227002 Policy Period: 10/01/2015 - 10/01/2016 Each Occurrence: \$25,000,000 Aggregate: \$25,000,000

## 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 \$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 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 \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

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

## 4) Railroad Protective Liability

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

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

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

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

## 6) Professional Liability

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

## 7) Valuable Papers

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

## 8) Contractors Pollution Liability

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

## 9) Marine Protective & Indemnity

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

## 10) <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.

## 11) Owner's and Contractor's Protective Liability

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

## B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

#### INSURANCE FOR 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 \$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 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 \$2,000,000 per occurrence for bodily injury and property damage. Cook County is to be named as an additional insured on a primary, non-contributory basis.

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

#### 4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If Railroad Protective Liability Insurance is required for a specific Job Order, the County will reimburse the Contractor the cost of the premium 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 \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

#### 7) Valuable Papers

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

## 8) <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 \$1,000,000. Coverage must include property damage and bodily injury to third parties, injury to crewmembers if not provided through other insurance; damage to wharves, piers and other structures, and collision. The County of Cook is to be named as an additional insured.

## 10) Asbestos Abatement Liability

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

## 11) Owner's and Contractor's Protective Liability

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

## B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

## INSURANCE FOR 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 \$500,000 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 \$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 \$1,000,000 with the same terms herein.

#### 4) Railroad Protective Liability

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

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

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

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

#### 5) Contractors Pollution Liability

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

## 6) <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: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

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

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

## 7) Professional Liability

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

## 8) Valuable Papers

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

## 9) Marine Protective & Indemnity

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

## 10) Asbestos Abatement Liability

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

#### 11) Owner's and Contractor's Protective Liability

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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 \$500,000 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 \$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 \$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) Contractors Pollution Liability

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

## 6) <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: right to partial occupancy, materials stored off-site and in-transit, water including leakage, overflow, sewer backup and seepage, collapse, debris removal, damage to adjoining and existing property and faulty workmanship or materials. Cook County is to be named as an additional insured and loss payee.

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

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

#### 7) Professional Liability

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

#### 8) Valuable Papers

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

## 9) Marine Protective & Indemnity

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

## 10) County's and Contractor's Protective Liability

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 \$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.

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

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

## 3) <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) <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: 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) Asbestos Abatement Liability

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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## SECTION 4 -WAGE RATES

## WAGES OF EMPLOYEES ON PUBLIC WORKS

- A. This contract is subject to "An Act Regulating the Wages of all Laborers, Mechanics and Other Workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works", approved June 26, 1941, as amended, except that where a prevailing wage violates a Federal law, order, or ruling, the rate conforming to the Federal law, order or ruling shall govern.
- B. If it is determined that the "prevailing rate of wages" will be used for this contract, the following conditions will be required:
- C. Not less 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	TYP		Base	FRMAN M-F>8		OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL		38.200	38.700 1.5	1.5		13.78	10.12		0.500
ASBESTOS ABT-MEC	BLD			37.600 1.5	1.5			10.76		
BOILERMAKER	BLD			49.760 2.0	2.0					0.400
BRICK MASON	BLD			46.840 1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER	ALL			45.350 1.5	1.5		13.29		0.000	0.630
CEMENT MASON	ALL		43.100	45.100 2.0	1.5	2.0	12.70	13.24	0.000	0.450
CERAMIC TILE FNSHER	BLD		35.810	0.000 1.5	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 2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL		35.840	37.840 1.5	1.5			11.51		0.300
GLAZIER	${\tt BLD}$		40.000	41.500 1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	${\tt BLD}$		48.450	50.950 1.5	1.5		11.47		0.000	0.720
IRON WORKER	ALL		43.000	45.000 2.0	2.0	2.0	13.45			0.350
LABORER	ALL		38.000	38.750 1.5	1.5		13.78		0.000	
LATHER	ALL			45.350 1.5	1.5			13.75		
MACHINIST	BLD		44.350	46.850 1.5	1.5			8.950		0.000
MARBLE FINISHERS	ALL		31.400	32.970 1.5	1.5					0.600
MARBLE MASON	BLD			45.960 1.5	1.5			13.42		
MATERIAL TESTER I	ALL		28.000	0.000 1.5	1.5		13.78			0.500
MATERIALS TESTER II	ALL		33.000	0.000 1.5	1.5		13.78		0.000	0.500
MILLWRIGHT	ALL		43.350		1.5			13.75		
OPERATING ENGINEER			47.100		2.0		17.10		1.900	
OPERATING ENGINEER	BLD			51.100 2.0	2.0				1.900	
OPERATING ENGINEER	BLD	3		51.100 2.0	2.0		17.10		1.900	
OPERATING ENGINEER	BLD		41.500		2.0		17.10		1.900	
OPERATING ENGINEER	BLD		50.850		2.0				1.900	
OPERATING ENGINEER	BLD		48.100		2.0				1.900	
OPERATING ENGINEER	BLD	7	50.100		2.0		17.10			1.250
OPERATING ENGINEER	FLT			52.450 1.5	1.5		16.60 16.60		1.900	
OPERATING ENGINEER OPERATING ENGINEER	FLT	2	50.950		1.5				1.900	1.250
	FLT	3	45.350		1.5					
OPERATING ENGINEER	FLT	4	37.700 53.950		1.5				1.900	
OPERATING ENGINEER OPERATING ENGINEER	FLT FLT	5	35.000			2.0				1.250
OPERATING ENGINEER OPERATING ENGINEER		6								1.250
OPERATING ENGINEER OPERATING ENGINEER				49.300 1.5 49.300 1.5						1.250
OPERATING ENGINEER OPERATING ENGINEER				49.300 1.5						1.250
OPERATING ENGINEER				49.300 1.5						1.250
OPERATING ENGINEER				49.300 1.5						1.250
OPERATING ENGINEER				49.300 1.5						1.250
OPERATING ENGINEER OPERATING ENGINEER				49.300 1.5						1.250
ORNAMNTL IRON WORKER	ALL			46.400 2.0						0.650
PAINTER PAINTER	ALL			45.500 1.5						0.770

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PAINTER SIGNS
                        BLD
                              33.920 38.090 1.5
                                                  1.5 1.5 2.600 2.710 0.000 0.000
PILEDRIVER
                        ALL
                              43.350 45.350 1.5
                                                  1.5 2.0 13.29 13.75 0.000 0.630
PIPEFITTER
                        BLD
                              46.000 49.000 1.5
                                                  1.5 2.0 9.000 15.85 0.000 1.780
PLASTERER
                        BLD
                              42.250 44.790 1.5
                                                  1.5 2.0 11.40 12.19 0.000 0.650
PLUMBER
                        BLD
                              46.650 48.650 1.5
                                                  1.5 2.0 13.18 11.46 0.000 0.880
ROOFER
                        BLD
                              40.100 43.100 1.5
                                                  1.5 2.0 8.280 10.54 0.000 0.530
SHEETMETAL WORKER
                        BLD
                              41.530 44.850 1.5
                                                  1.5 2.0 10.48 20.06 0.000 0.690
SIGN HANGER
                        BLD
                              31.310 33.810 1.5
                                                  1.5 2.0 4.850 3.280 0.000 0.000
                              49.200 51.200 1.5
SPRINKLER FITTER
                        BLD
                                                  1.5 2.0 11.75 9.650 0.000 0.550
STEEL ERECTOR
                        ALL
                              42.070 44.070 2.0
                                                  2.0 2.0 13.45 19.59 0.000 0.350
STONE MASON
                        BLD
                              42.580 46.840 1.5
                                                   1.5 2.0 9.850 13.60 0.000 1.030
-> NOT IN EFFECT
                      ALL
                            37.000 37.750 1.5
                                                1.5 2.0 12.97 9.930 0.000 0.500
TERRAZZO FINISHER
                        BLD
                              37.040 0.000 1.5
                                                   1.5 2.0 10.55 10.32 0.000 0.620
TERRAZZO MASON
                        BLD
                              40.880 43.880 1.5
                                                   1.5 2.0 10.55 11.63 0.000 0.820
TILE MASON
                        BLD
                              42.840 46.840 1.5
                                                   1.5 2.0 10.55 10.42 0.000 0.920
TRAFFIC SAFETY WRKR
                              32.750 34.350 1.5
                        HWY
                                                   1.5 2.0 6.550 6.450 0.000 0.500
TRUCK DRIVER
                     E ALL 1 33.850 34.500 1.5
                                                   1.5 2.0 8.150 8.500 0.000 0.150
TRUCK DRIVER
                     E ALL 2 34.100 34.500 1.5
                                                   1.5 2.0 8.150 8.500 0.000 0.150
TRUCK DRIVER
                     Ε
                       ALL 3 34.300 34.500 1.5
                                                   1.5 2.0 8.150 8.500 0.000 0.150
TRUCK DRIVER
                     Ε
                       ALL 4 34.500 34.500 1.5
                                                   1.5 2.0 8.150 8.500 0.000 0.150
                       ALL 1 32.550 33.100 1.5
TRUCK DRIVER
                     W
                                                   1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                     W
                        ALL 2 32.700 33.100 1.5
                                                   1.5 2.0 6.500 4.350 0.000 0.000
                        ALL 3 32.900 33.100 1.5
TRUCK DRIVER
                     W
                                                   1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                     W
                        ALL 4 33.100 33.100 1.5
                                                   1.5 2.0 6.500 4.350 0.000 0.000
TUCKPOINTER
                        BLD
                              42.800 43.800 1.5
                                                   1.5 2.0 8.180 12.66 0.000 0.650
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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 Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)
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## Section 1.01 Explanations

COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

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

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

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

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

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

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

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; 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

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/Inspector II".

## 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 www.dol.gov/whd/govcontracts.

## 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	
Marble Mason	\$ 41.78	23.37	
BRIL0021-006 06/01/2014			
		Rates F	ringes
TERRAZZO WORKER/SET TILE FINISHER TILE SETTER	.\$ 33.60	5 40.88 15.22 16.93	22.43
BRIL0021-009 06/01/2014			
	Rates	Fringes	
MARBLE FINISHER		Fringes 23.00	
MARBLE FINISHERBRIL0021-012 06/01/2014		_	
		23.00	
	\$ 31.40	23.00  Fringes	
BRIL0021-012 06/01/2014	Rates	23.00  Fringes	
BRIL0021-012 06/01/2014  Pointer, cleaner and caulke	Rates	23.00 Fringes 22.46	
BRIL0021-012 06/01/2014  Pointer, cleaner and caulke	Rates r\$ 41.62 Rates	23.00 Fringes 22.46 Fringes	
Pointer, cleaner and caulker  CARP0555-001 06/01/2014  CARPENTER Carpenter, Lather, Millwright, Piledriver,	Rates 7\$ 41.62 4 Rates	23.00 Fringes 22.46 Fringes	
Pointer, cleaner and caulker  CARP0555-001 06/01/2014  CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer	Rates 7\$ 41.62 4 Rates	23.00 Fringes 22.46 Fringes	

structures with elevators and structures over 3 1/2 stories)...\$ 34.11

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

27.67

ELEC0009-003 06/02/2014

Rates

Fringes

Line Construction

Groundman.....\$ 35.96

21.79

Lineman and Equipment

Operator.....\$ 46.10

27.94

Rates

Fringes

ELECTRICIAN.....\$ 44.00

28.85

ELEC0134-002 04/01/1998

Rates

Fringes

#### **ELECTRICIAN**

CLASS "B".....\$ 20.71

2.975+a+b

#### CLASS B SCOPE OF WORK:

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

#### FOOTNOTES:

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

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

ELEC0134-003 06/02/2014

Rates

Fringes

<sup>\*</sup> ELEC0134-001 06/02/2014

**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.

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.

**Building and Residential Construction** 

	Rates	Fringes
OPERATOR: Por	wer 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;

<sup>\*</sup> ELEV0002-003 01/01/2015

<sup>\*</sup> ENGI0150-006 06/01/2014

Caisson Rigs\*; Central Redi-Mix Plant\*; Combination Backhoe Front Endloader Machine; Compressor and Throttle Valve: Concrete Breaker (Truck Mounted)\*; Concrete Conveyor; Concrete Conveyor, Truck Mounted; Concrete Paver over 27E cu. ft.\*; Concrete Paver 27E cu ft and Under\*; Concrete Placer\*; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes\*; Cranes, Hammerhead\*; Cranes, (GCI and similar type Requires two operators only); Creter Crane; Crusher, Stone, etc.: Derricks: Derricks. Traveling\*; Formless Curb and Gutter Machine\*; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2 1/4 yd. and over; Hoists, Elevators, Outside Type Rack and pinion and similar Machines: Hoists. One. Two, and Three Drum; Hoists, Two Tugger One Floor: Hydraulic Backhoes\*, Hydraulic Boom Trucks, Hydraulic Vac (and similar equipment); Locomotives; Motor Patrol\*; Pile Drivers 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

Heavy and Highway Construction

<sup>\*</sup> ENGI0150-025 06/01/2014

	Rates	Fringes	
OPERATOR: Powe	r Equipment		
GROUP 1			32.05
GROUP 2	\$ 44.7	5	32.05
GROUP 3	\$ 42.7	0	32.05
GROUP 4	\$ 41.3	30	32.05
GROUP 5	\$ 40.1	0	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 yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers): Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill; Tunnel & Shaft\*

GROUP 2: Batch Plant\*; Bituminous Mixer; Boiler and Throttle Valve; Bulldozer; Car Loader Trailing Conveyors; Combination 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 06/01/2	2013				
	Rates	Frir	nges		
IRONWORKER SheeterStructural and Reinfo		2.07	33.74	33.74	
IRON0063-001 06/01/2	2013				
			Rate	s	Fringes
IRONWORKER, ORNA	MENTAL		\$ 42.	90	30.11

#### IRON0063-002 06/01/2014

	Rates	Fringes
IRONWORKER Fence Erector	\$ 35.84	24.82
IRON0136-001 07/01/2	2012	
	Rates	Fringes
IRONWORKER Machinery Movers; Macinery Erectors Master Riggers	\$ 35.87	7 28.67 28.67
LABO0002-006 06/01/	/2014	

#### LABORER (BUILDING & RESIDENTIAL) GROUP 1.....\$ 38.00 24.40 GROUP 2.....\$ 38.00 24.40 GROUP 3.....\$ 28.075 24.40 GROUP 4.....\$ 38.10 24.40 GROUP 5.....\$ 38.15 24.40 GROUP 6.....\$ 38.20 24.40 GROUP 7.....\$ 38.22 24.40 GROUP 8.....\$ 38.32 24.40 GROUP 9.....\$ 38.35 24.40 GROUP 10.....\$ 38.45 24.40 GROUP 11.....\$ 38.27 24.40 GROUP 12.....\$ 39.00 24.40

Rates

Fringes

#### 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 &	HIGHWAY)	
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

Fringes

#### LABO0002-008 06/01/2014

		·
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

Rates

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

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 06/01/2014

Rates Fringes

GLAZIER.....\$ 40.50 30.82

PLAS0005-002 07/01/2014

Rates Fringes

PLASTERER.....\$ 42.25 24.24

PLAS0502-001 06/01/2014

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 43.10 26.39

PLUM0130-001 06/01/2014

Rates Fringes

PLUMBER.....\$ 46.65 25.52

PLUM0597-002 06/01/2014

Rates Fringes

PIPEFITTER......\$ 46.00 26.84

ROOF0011-001 12/01/2014

Rates Fringes

ROOFER.....\$40.10 19.43

SFIL0281-001 01/01/2015

Rates Fringes

SPRINKLER FITTER...... \$ 47.25 22.05

SHEE0073-001 06/01/2011

Rates

Fringes

Sheet Metal Worker.....\$ 40.56

27.23

SHEE0073-002 06/01/2011

Rates

Fringes

Sheet Metal Worker

ALUMINUM GUTTER WORK......\$ 27.63

27.23

TEAM0731-001 06/01/2011

COOK COUNTY - HEAVY AND HIGHWAY

Rates

Fringes

#### 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

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

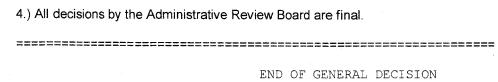
2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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



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

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

CONTRACT FOR WORK CONTRACT DOCUMENT NO. <u>1555-1</u>	14475-GC	
FOR: JOB ORDER CONTRACTING	- GENERAL CONSTRUCTION	·
Proposal Submitted by:		
F.H. Pascher	n, S.N. Nielsen & Associates LLC	
5515 N. East	River Road, Chicago, Illinois 60656	
773-444-3474	4	

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® 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:

0.7609

(Specify to four (4) decimal places)

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

0.7609

(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.

/. 2500

(Specify to four (4) decimal places)

4. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

0.8098

(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. 1	Date: Jun 19, 2015				
Addendum No. 2	Date:June 24, 2015				
Addendum No. 3	Date: July, 2, 2015				
Addendum No. 4	Date: July 8, 2015				
ddendum No. 5	July 14, 2015				
BIDDER NAME:					

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

## BID FORM 2G – CALCULATION OF THE AWARD CRITERIA FIGURE GENERAL CONSTRUCTION



**BIDDER NAME:** 

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

Line 1.	Normal Working Hours Adjustment Factor	0.7609
Line 2.	Multiply Line 1 by .60	0.4565
Line 3.	Other Than Normal Working Hours Adjustment Factor	0.7609
Line 4.	Multiply Line 3 by .30	0.2283
Line 5.	Non Pre-priced Adjustment Factor	/. 2500
Line 6.	Multiply line 5 by .10 =	0.1250
Line 7.	Award Criteria Figure (Add lines 2, 4, and 6)	O.8098 (Award Criteria Figure)

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

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

Note To Bidder: The weights in lines 2, 4, and 6, above are for the purpose of calculating a 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>

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.

Leo J. Wright, Authorized Agent

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

5515 N. East River Road

Chicago, Illinois 60656

Name (Type or Print)

City

State

Zic

SECTION 5 -BID FORMS

- / 26th - - June

nissan salves

June : Marco

August 24, 2018





#### Bid Bond

#### CONTRACTOR:

(Name, legal status and address)
F.H. Paschen, S.N. Nielsen & Associates LLC
5515 N. East River Road
Chicago, Illinois 60656

#### OWNER:

(Name, legal status and address)
County of Cook
69 W. Washington; Suite 2830
Chicago, Illinois 60602

BOND AMOUNT: Twenty Five Thousand & no/100---(\$25,000.00) Dollars

#### SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company 333 S. Wabash Avenue, 41st Floor Chicago, IL 60604

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

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

#### PROJECT:

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

The American Institute of Architects' legal counsel, copyright@aia.org.

County-Wide Job Order Contract Solicitation # 1555-14475-GC; General Construction

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

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

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

Signed and	sealed this	26th	day of	June,	2015	1		
1.418	Oller			F.H. Pasc	hen, S.N. Ni	elsen & Ass	ociațés LLC	
<u>tanua</u>	ANTATIO	The same of the sa		(Princip	(al) / /		1	(Seal)
(Witness)					MUO N		Luis	
	- I	1		(Title) I	eo J. <i>Wy</i> rig	ght, Auth	orized Agent	
	01.	$MH_{\Delta}$		Continer	ital Casualty	Company		
	KIDUGA	48600		(Syrety)	, -	11	1	(Seal)
(Witness)	Rebecca Hobbs	E J		* Jel	عديروب	-C/B	(evers	
				(Title) A	drienne C. S	tevenson, A	ttorney-In-Fact	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

### STATE OF ILLINOIS COUNTY OF COOK

Ι,	Rebecca J. Ho	obbs a nota	ary Public in a	nd for said County, do	hereby certify that
,	Adrienne C. St	tevenson	_as Attorney-	in-Fact, who is person foregoing instrument,	ally known to me to
be the	e same person v	whose name is sub	scribed to the	foregoing instrument,	appeared before me
		and acknowledged	that they sign	ned, sealed, and delive	ered said instrument
ior ar	nd on behalf of				
		CONTINENTAL	CASUALTY	COMPANY	
for the		141	1	•	er et j
for the	uses and purpor	sed therein set fort	n.		
Given ı	under my hand	and notarial seal a	t my office in t	the City of <b>Chicago</b>	in said County,
this	26 <sup>th</sup>	day of	June	A.D <b>2015</b>	
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		Notary Public	)		
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		My C	commission Expi	100 01 001 00	

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

C R Hernandez, Beatriz Polito, Adrienne C Stevenson, John K Johnson, Amy B Wickett, Katherine J Foreit, Michael Dougherty, Triniy Garcia, Rebecca Hobbs , Individually

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

#### - In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of June, 2015.







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

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich

Notary Public

#### CERTIFICATE







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

Eigh

D. Bult

Assistant Secretary

Form F6853-4/2012

#### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Cook County	
SECTION 6 - ADDITIONAL DOCUMENTS TO BE EXECUTED AND S	UBMITTED WITH THE
SURETY'S STATEMENT OF QUALIFICATION FOR BONDING	
This document must be accurately executed (by the Surety Company) and yielded as p	art of this Bid.
IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDI	
Continental County County	
The undersigned confirms that Continental Casualty Company (SURETY COMPANY)	· · · · · · · · · · · · · · · · · · ·
would execute a Performance/Payment Bond in favor of the County of Cook for the full	amount of the bid/Contract _
to 1555-14475-GC F.H. Paschen, S.N. Nielsen & Associates LLC	
(NUMBER) (BIDDER)	
The penalty of this bond is to be \$ 25,000.00	
(TOTAL DOLLAR AMOUNT OF COM	NTRACT)
(SURETY COMPANY'S AUTHORIZED SIGNATURE)	SURETY CORPORATE

Adrienne C. Stevenson (ATTORNEY IN FACT)

NAIC#

NAIC # 20443

AMB # 002128

AMB#

SEAL

Cook County		

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

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

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

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

The undersigned co	onfirms thatContinental Casualty Cor	npany	
_		RETY COMPANY)	
would execute a Pe	rformance/Payment Bond in favor of t	he County of Cook for the full a	amount of the bid/Contract_
to 1555-14475-GC	F.H. Paschen, S.N. Nie	elsen & Associates LLC	,
(N	UMBER)	(BIDDER)	
The penalty of this	oond is to be \$ One Hundred Percent	(100%) of Amount Bid	
	(TOTA	L DOLLAR AMOUNT OF CON	TRACT)
Alexander	Slevers		SURETY
SURETY COMPA	NY'S AUTHORIZED SIGNATUR	E)	CORPORATE SEAL
Adrienne C. Steven	son		
(ATTORNEY IN F	ACT)	·	
AMB # 002128	NAIC # 20443		
AMB# NA	IC#		



#### 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

Contract No. 1555-14475 County-wide Job Order Contract

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 Somez

Director

JG/la

Cc: Sheila Atkins, Office of Capital Planning & Policy

#### MBE/WBE/DBE/SBE COMMITMENT FORM

CONTRACT FOR W SOLICITATION NO.			
FOR:	County-Wide Job Order Contra	act - General Construction	
Proposal Submitted I	by:		
·	F.H. Paschen, S.N. Nielsen &	Associates LLC	<del></del>
	5515 N. East River Road	,	
	Chicago, Illinois 60656		
To: The County of Co	ook		
	s a certified minority-owned busing ach a copy of certification	ess Yes X No	
I HEREBY DECLAR	E AND AFFIRM that I am a duly a	authorized	
representative of: F.	H. Paschen, S.N. Nielsen & Assoc Bidder's Name	ciates LLC	
that I have personall meeting or exceeding	ig the MBE Goal: 2 WBE Goal: 1 DBE Goal: 3		I commit to
Leo J. Wright, Authonian (Type or Print			
F.H. Paschen, S.N. Bidder Name  5515 N. East River Address	Nielsen & Associates LLC Road		
<u>Chicago</u> City	IL 60656 State Zip	Supported and sworm to before me this 26th Payor June  Notary Public	. 20_15

Commission expires: August 2

24 00 No

KATHLEEN PATTISON
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 24, 2018

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

Recipie	nt:		
County of Cook			Date: June 26, 2015
		Clark Street o, IL 60602	Project Number: 1555-14475-GC
			Project Name: County-Wide Job Order Contract
			General Construction
1.	The un	dersigned acknowledges the following with	n respect to any Job Order issued by the County:
	(a)	The Labor Standard provisions are include	ded in the aforesaid Contract;
	(b)	Correction of any infractions of the afores Subcontractors and any lower tier subcontractors	said conditions, including infractions by any of his ntractors, is his responsibility;
2.	He cer	tifies that:	
	(a)	is designated as an ineligible Contractor	thership or association in which he has substantial interest by the Comptroller General of the United States pursuant e Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to amended [40 U.S.C.
	(b)	if such Subcontractor or any firm, co	has been or will be sub-contracted to any Subcontractor orporation, partnership or association in which such is designated as an ineligible Contractor pursuant to any story provisions.
subcon	tract, ir	ncluding those executed by his Subcon	tioned recipient within ten days after the execution of any ntractor any lower tier subcontractor, a Subcontractor's Wage Requirements executed by the Subcontractors.
4. H	e certifie	es that:	
	(a) th	ne legal name and the business address o	f the undersigned are: F.H. Paschen, S.N. Nielsen & Associates LLC 5515 N. East River Road
	(b) T	he undersigned is (check one):	Chicago, Illinois 60656
		Sole Proprietors Partnership Corporation X Other Organization (Dec	

Cook County

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

Name	Address
Frank H. Paschen	5515 N. East River Road, Chicago, IL 60656 773-444-3474
William M. Barkowski	5515 N. East River Road, Chicago, IL 60656 773-444-3474
James V. Blair	5515 N. East River Road, Chicago, IL 60656 773-444-3474
James J. Habschmidt	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Joseph V. Scarpelli	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Robert F. Zitek	5515 N. East River Road, Chicago, IL 60656 773-444-3474

#### **BID DEPOSIT FORM**

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

10: (	ounty of	r Cook			
BID F	OR:	County-Wide Job Order Contr	act / Genera	l Construction	
BID D	OCUME	NT NUMBER: 1555-14475-G	C -	BID OPENING DATE	June 26, 2015
We de	∋posit (sı	ubject to all conditions of said pr	oposal) the f	ollowing described de	eposit check:
( ) Ca	shier's Cl	heck () Bank Draft (¾ Other_	Bid	Bond	
Drawr	n on:		of:		
		BANK		CITY	STATE
Draft o	or Check	Number:		Dated:	
Amou	nt: \$			·	
Subm	itted by:_	F.H. Paschen, S.N. Nielsen	& Associate	es LLC	
		· · · · · · · · · · · · · · · · · · ·	BIDDEF	R'S NAME	
		5515 N. East River Road			
			STRE	EET ADDRESS	,
		Chicago	IL		60656
CITY			STATE		ZIP CODE
	,				
		DO NOT WI	RITE IN THE	SPACES BELOW	
The A	bove De	scribed Deposit Check is:			
1. (	· )	HELD:		DATE:	
2. (	)	MAILED:		DATE:	
3. (	)	DELIVERED TO:		DATE:	·
4. (	)	BOND SUBSTITUTED:		DATE:	<del></del>
5. (	)	BOND MAILED TO:		DATE:	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~

#### **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:	Oak Fo	orest Hospital Homeland Security Roo	-			
Project Location:	15900	S. Cicero Ave. Oak Forest IL, 60452	-			
Project Type:	JOC Pro	pject - Roofing and Facade Upgrades				
Description of Work	Remove and replacement of a flat roof along with masonry tuck pointing on the building facade.					
Bidder's Role: CHECK ALL THAT APPLY		General Contractorx	Subcontractor			
	Joint Venture		Design-Builder	_		
			•			
Client Information						
Client:	Cook	County - Office of Capital Planning a	nd Policy			
Address:	690 V	/. Washington Chicago IL, 60602				
Client Reference:	Phil Boothby		Deputy Director	312-603-0331		
	NAME		TITLE	AREA CODE &PHONE NO		
Architect Information						
Architect:	Du	Sable Inc.	· · · · · · · · · · · · · · · · · · ·			
Address:	300 \	N. Adams St. Chicago, IL60606				
Architect Reference:	Sree Yedavalli		Vice President	312-360-9300		
	NAME		TITLE	AREA CODE &PHONE NO.		
Contract Information		•				
Contract Type		Contract for Workx	Design-Build	-		
Original Contract Amour	nt:	\$261,988				
Final Contract Amount:		\$261,988		·		
Original Completion Schedule:		10/10/14		CO) 7-1/-		
Actual Completion Schedule:		9/30/14				

#### 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:	DOC D	ivision 5 Officers Dining Hall Renova					
Project Location:	2650	S. California Ave. Chicago, IL 60628					
Project Type:	JOC	Project - Interior Renovation					
Description of Work	Interior Renovation within Cook County Jail High Security area, work included all finishes, mechanical, plumbing and						
	kitche	n equipment.					
Bidder's Role:		General Contractor X	Subcontractor				
CHECK ALL THAT APPLY	Joint Venture		Design-Builder				
Client Information							
Client:	Cook County - Office of Capital Planing						
Address:	69	West Washington Chicago, IL					
Client Reference:	Phil Boothby		Deputy Director	312-603-0331			
	NAME		TITLE	AREA CODE &PHONE NO			
Architect Information			•				
Architect:	Hagu	ue Architects					
Address:	418 Clinton Place, Chicago IL						
Architect Reference:	Jon Ha	gue	Architect	708-771-3900			
	NAME		TITLE	AREA CODE &PHONE NO.			
Contract Information							
Contract Type		Contract for Workx	Design-Build				
Original Contract Amount:		\$2,071,120					
Final Contract Amount:		\$2,071,120					
Original Completion Schedule:		10/31/14					
Actual Completion Schedule		10/31/14					

#### **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:	Bureau of Technology 7t				
Project Location:	118 N. Clark St. Chicago				
Project Type:	JOC Project - Interior I	Renovation			
Description of Work	Consolidate Bureau of Te	chnology servers in t	o a single room, work include	ed Finishes and Mech	anical upgrades.
Bidder's Role:	General Contractor X		Subcontracto	or	
CHECK ALL THAT APPLY	Joint Ve	enture	Design-Builde	er	
·.					
Client Information					
Client:	Cook County - Office	of Planning and Poli	су		
Address:	69 W. Washington S	t., Chicago IL			
Client Reference:	Phil Boothby		Deputy Director		2-603-0331
	NAME		TITLE	ARE	A CODE &PHONE NO
Architect Information					
Architect:	DuSable Inc.				
Address:	300 W. Adams St. Ch	nicago, IL 60602	- Later British		
Architect Reference:	Sree Yedavalli		Project Manager		12-360-9300
	NAME		TITLE	ARE	AREA CODE &PHONE NO.
Contract Information					
Contract Type	Contract for	Work X	Design-Bui	ld	
Original Contract Amou	nt: \$754,270	:			
Final Contract Amount:	\$754,270				· ·
Original Completion Sch	nedule: 4/24/15				
Actual Completion Sche	edule: 4/24/15				:

### CERTIFICATE OF REGISTRATION

DEPARTMENT OF BUILDING AND ZONING OF COOK COUNTY

FIRM NAME: F.H. PASCHEN, S.N. NIELSEN& ASSOC 5515 N EAST RIVER ROAD CHICAGO ILLINOIS 60656

TYPE OF CONTRACTOR: GENERAL WITH TRADES

REGISTRATION NO.: 011436

DATE ISSUED: JANUARY 27,2015

FEE PAID:

\$52.50

VALID TO: NOVEMBER 30,2015

BUILDING AND ZONING COMMISSIONER TIMOTHY P. BLEUHER

Thank you for registering as a Contractor with the Cook County Department of Building and Zoning. Please be advised that you should retain the Certificate of Registration above in your office. The Contractor's Registration Card (lower right hand corner) must be kept on your person and you may be required to produce this card at times for inspectors of the Department of Building and Zoning.

F.H. PASCHEN, S.N. NIELSEN& ASSOC 5515 N EAST RIVER ROAD CHICAGO ILLINOIS 60656

DEPARTMENT OF BUILDING & ZONING OF COOK COUNTY	ì			
TONI PRECKWINKLE TIMOTHY P. BLEUHER				
President of the Board of Commissioner of Building Commissioners of Cook County and Zoning of Cook County				
CONTRACTOR REGISTRATION CARD				
F.H.PASCHEN,S.N.NIELSEN& ASSOC				
5515 N EAST RIVER ROAD CHICAGO ILLINOIS				
Owner LLC				
Type of Contractor GENERAL WITH TRADES				
Authorized Mamber of Frm 5				
Registration No. 01.1436 Valva to NOVEMBER 30,201	5			
COMMISSIONER				

#### MBE/WBE/DBE/SBE PARTICIPATION PLAN

#### To be inserted by the Bidder.

- A. Bidders must prepare, and submit with his Bid Proposal, an MBE/WBE/DBE/SBE Participation Plan.
- B. The MBE/WBE/DBE/SBE Participation Plan must, at a minimum, address the following topics:
  - 1. The type of work the Bidder self performs
  - 2. The type of work the Bidder intends to self perform
  - 3. Whether or not the Bidder intends to subcontract Work the Bidder could self perform for the purpose of meeting or exceeding the MBE/WBE/DBE/SBE goals set forth in this Solicitation.
  - 4. A list of MBE, WBE, AND DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE/SBE goals
  - 5. Whether or not the Bidder feels the MBE/WBE/DBE/SBE goals set forth in this solicitation are achievable.



#### F.H. Paschen, S.N. Nielsen

#### MBE/WBE/DBE/SBE PARTICIPATION PLAN

#### 1. The type of work the Bidder self performs

Paschen has the capability to self-perform major portions of the work—mainly concrete and carpentry, but also earthwork, selective demolition, temporary enclosures/protection, traffic control, concrete paving, drywall, doors and hardware, and specialties.

The option to self-perform offers significant advantages to our clients, particularly the ability to control the project's schedule, maintain the budget, and meet the quality standards specified while setting the pace of progress for the other trades to follow. Competitive pricing gives us confidence to bid against others for this work. Our better understanding of the job and our lower markup result in the lowest price and the best value.

#### 2. The type of work the Bidder intends to self perform

We intend to self-perform the services described above when it is advantageous to the project. This is the process by which we determine which work will be self-performed or subcontracted:

- We identify the scope of work and the availability of the subcontractors
- If we can create a competitive advantage by assigning this work to our own forces, we will choose to self-perform the work
- We will make assignments for self-performance based on availability of our workforces, resources required, and complexity of the work required

Using this process, we can determine the points at which there will be sufficient volumes of work for our crews, making specific references to not only the trades but the specific scopes of work. Our in-house workforce will perform work that has been clearly defined by the Project Manager and will not overlap with work subcontracted to other trades. The Project Manager will determine what work will be assigned to subcontractors and what work will be self-performed by our skilled and highly trained in-house personnel.

3. Whether or not the Bidder intends to subcontract Work the Bidder could self perform for the purpose of meeting or exceeding the MBE/WBE/DBE/SBE goals set forth in this Solicitation.

We will subcontract work that we could otherwise self-perform in order to meet or exceed the MBE/WBE/DBE/SBE goals set forth in this Solicitation.

4. A list of MBE, WBE, AND DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE/SBE goals

Please refer to attached list.

5. Whether or not the Bidder feels the MBE/WBE/DBE/SBE goals set forth in this solicitation are achievable.

The goals set forth in this solicitation are achievable.



## F.H. Paschen, S.N. Nielsen

#### MBE/WBE/DBE/SBE PARTICIPATION PLAN

## B.4 A list of MBE, WBE, AND DBE subcontractors the Bidder may utilize to achieve the MBE/WBE/DBE/SBE goals:

A&H Plumbing and Heating	MBE	
American Surveying and		
Engineering	MBE	
Anderson & Shah Roofing	MBE	•
Ashlaur Construction, Inc	MBE	
Autumn Construction Services		WBE
Axis Response Group	MBE	
Christy Webber Landscapes		WBE
City Lights, LTD	MBE	WBE
CPMH Construction	MBE	
CSI 3000	MBE	
DENCO Interiors LLC	MBE	
DTI of Illinois	MBE	
Durango Painting	MBE	
Fence Connection	MBE	
Galaxy Environmental	MBE	
Horizon Contractors	MBE	WBE
Industrial Fence	MBE	
KALGEN Consultants, Inc	MBE	
Katco Development		WBE
Market Contracting Services	MBE	
Marking Specialists	MBE	
M. Cannon Roofing	MBE	
MZI Building Services	MBE	
National Painting		WBE
NuToys Leisure		WBE
Pagoda Electric	MBE	
Paul Herrera Construction	MBE	
Phoenix Business Solutions		WBE
Pinto Construction	MBE	
Profasts	MBE	
Romero Steel	MBE	
Sanchez & Associates	MBE	
Sanchez Construction Services	MBE	
Tandem Landscape		WBE
Tecnica Environmental Services	MBE	

MBE

Valor Technologies

#### 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.

F.H. Paschen, S.N. Nielsen & Associates LLC is signatory to the following
Union Apprenticeship Programs:
Operating Engineers Local 150
Chicagoland Regions Council of Carpenters
Cement Masons 502
Laborers District Council

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. In order to fulfill this requirement, it 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.

#### **CONFIDENTIALITY FORM**

CONTRACT FOR WORK SOLICITATION NO. <u>1555-14475</u>	
FOR DISCIPLINE: General Construction	
To: The County of Cook	
Confidentiality: All of the reports, pictures, information, or data, prepared or assemble Contractor, its employees, and any Subcontractors or Suppliers under this Contract, a confidential. This also includes any reports, pictures, information, or data provided to Contractor or otherwise learned during the performance of the Work its employees, a Subcontractors or Suppliers. The Contractor agrees that, except as specifically author 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 by the Cook County Chief Procurement Officer, or authorized designee. This requirements survive expiration or termination of this Contract.	are the nd any rized n approval
I HEREBY DECLARE AND AFFIRM that I am a duly authorized	
representative of: F.H. Paschen, S.N. Nielsen & Associates LLC Vendor Name	
Signature	
Leo J. Wright, Authorized Agent Name (Type or Print)	
F.H. Paschen, S.N. Nielsen & Associates LLC Bidder Name	
5515 N. East River Road Address	
Chicago IL 60656 Subscribed and sworn to before me this 26th day of June	20 15



Commission expires: August 24, 2018

#### **KEY PERSONNEL**

Project Manager:

Richard Winkler

NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator:

Brian Dowdle

NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Project Superintendent:** 

Paul (Buzz) Harkness

NAME OF PROPOSED DESIGNEE FOR THIS POSITION

#### Notes:

- Provide resumes of the Project Manager, Safety Coordinator, and Project Superintendent designees with the Bid.
- 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

## RICHARD L. WINKLER

### **Project Manager**



#### Professional Experience

Rick has 12 years of industry experience, 11 years with F.H. Paschen. He joined the Company as a Project Engineer after college and worked in our Florida office for two years before being transferred back to Chicago. He is responsible for overseeing the project and associated staff, cost reports, Owner communication, quality control and safety, etc. He has been working on projects for multiple agencies of the City of Chicago including the Public Building Commission, Department of General Services, Department of Water, and Department of Transportation. He will plan, direct, and coordinate all job requirements to ensure that goals and objectives specified for successful operations are accomplished in line with prescribed priorities, time limitations, and funding constraints.

Years of CPS construction experience: 4

Years of K-12 construction experience: 4

Education: Milwaukee School of Engineering - Bachelor of Science, Construction Management

**Employment History** 

#### Project Engineer, F.H. Paschen, S.N. Nielsen & Associates LLC

2004-2010

 Assist in day-to-day operations and project controls, maintaining all documentation throughout the project

Major Projects with Direct Responsibility: While a Project Engineer, Rick was assigned to JOC contracts for several agencies of the City of Chicago including Department of Transportation and Department of General Services, in addition to Miami Dade County Public Schools, City of Miami, and City of Miami Beach.

#### Project Manager, F.H. Paschen, S.N. Nielsen & Associates LLC

2010-present

Oversees the project and associated staff, cost reports, Owner communications, etc.

Major Projects with Direct Responsibility: Rick oversees several JOC contracts for agencies of the City of Chicago including the Public Building Commission. In his career, he has been involved as either a Project Engineer or Project Manager on over 50 work orders for the Chicago Public Schools and Public Building Commission and over 200 work orders for all JOC contracts on which he has been assigned.

#### JOC Experience

#### **Public Building Commission JOC (1475)**

Don Wilson, 312-744-3090, dwilson@cityofchicago.org

This PBC JOC contract was originally a 3-term program with the first term being one year, with a potential of \$6 million. Remaining two terms are each for a period of one year, with a potential of \$6 million per year. A total of 39 purchase orders have been issued to date, ranging in value from \$2,000 to over \$300,000. Total current contract value is \$20,657,200. The PBC facilitates projects through multiple City of Chicago agencies including Chicago Public Schools, Dept. of General Services and the Chicago Park District. Representative projects include abatement & demolition of existing structures, site remediation of contaminated soils, site preparations for future buildings, site utilities, and site development such as concrete, asphalt paving, playgrounds, and athletic fields.

#### Sample work orders:

•	Burrows Athletic Field	\$ 315,000
٥	Edgewater Library Site Prep	\$ 450 000

Edgebrook Elementary School Parking Lot \$500,000

## RICHARD L. WINKLER

### **Project Manager**

#### **Public Building Commission JOC (1455)**

Don Wilson, 312-744-3090, dwilson@cityofchicago.org

This PBC JOC contract was originally a 4-term program with the first term being two years and the remaining terms one year. However, the contract ended after the first two year term due to the issuance of a new contract (which was awarded to FHPSNN). A total of 39 purchase orders were issued ranging in value from \$5,000 to over \$5,000,000 totaling over \$20,500,000. The PBC facilitates projects through multiple City of Chicago agencies including Chicago Public Schools, Dept. of General Services and the Chicago Park District. Representative projects include abatement & demolition of existing structures, site remediation of contaminated soils, site preparations for future buildings, site utilities, and site development such as concrete, asphalt paving, playgrounds, and athletic fields.

All work was completed while accommodating both the PBC and the end user agency. F.H. Paschen, S.N. Nielsen has been successful in working with the Public Building Commission and was recently awarded the newest Job Order Contract with the Public Building Commission for Abatement & Demolition, Site Preparation and Site Development.

#### Sample work orders:

•	Westinghouse Athletic Field/Complex	\$4,900,000
0	Lee Pasteur Site Preparation	\$2,500,000
.@	Dever School Playground	\$375,000

#### Chicago Park District JOC (1545)

• Dave Richmond, 312-742-4278, david.richmond@chicagoparkdistrict.com

Paschen has been working on consecutive JOC contracts with CPD since 1994. This contract is for Rapid Response Construction Services. It started 3/3/2011 and runs through 3/2/2015 Work orders range in value from \$1,600 to \$700,000 and we have completed or in progress 25 work orders worth over \$1.9 million. There is no maximum dollar value for this contract. Projects are site specific, ranging from building renovations to site improvements.

Projects include paving, swimming pool upgrades, playground equipment, spray pool upgrades, baseball fields, soccer court conversions, tennis courts, basketball courts, interior build-outs, demolition, building renovations, abatement, landscaping, concrete, masonry, elevators, ADA upgrades, roof replacements, mechanical upgrades, electrical work and emergency repairs.

#### Sample work orders:

0	Garfield Park Conservatory Emergency Glass Repair		\$697,476
0	Grant Park – 9th street Lift Station		\$323,940
0	Portage Park Dog Friendly Area	•	\$84,680

#### Chicago Department of Transportation JOC (FHP #1413)

• Vasile Jurca, 744-0646, vjurca@cityofchicago.com

Paschen has held the current Chicago Department of Transportation JOC contract since November – 2007 and will continue to 2013. In addition they held the previous CDOT JOC contracts dating back prior to 2003. Since November 2007 Paschen completed 34 work orders which range in value from \$6,000 to over \$3,000,000 totaling over \$10 million and typically consist of asphalt, concrete, sewer, ornamental work, retaining walls, piling, ADA ramps, bridge repairs, micro piling and vault work. The smaller jobs consist primarily of concrete work and the larger bridge jobs include structural steel repairs (including barge work), new sidewalk grating, custom-made aluminum ornamental railings, decorative lighting, custom guardrail and misc. concrete. All of this work is typically done while roads and bridges remain open to pedestrians and traffic; however, it is not uncommon for FHPSNN to work at night if this is not feasible.

## RICHARD L. WINKLER

### **Project Manager**

#### Sample work orders:

3	122nd Street Road Reconstruction	\$1,600,000
0	ADA Ramp Program	\$1,700,000
9	92nd Street Bascule Bridge Rehabilitation	\$500,000

#### Chicago Department of Water Management (1525)

• Sam Wit, 312-742-0747, Samuel.wit@ctrwater.net

The Department of Water Management initial term is for a period of one year or for a total of \$5,000,000. It has three additional term options. All three are for a period of one year or for a total of \$5,000,000. Therefore, a total potential contract value of \$20,000,000. The contract is primarily to be used to perform site work, underground work and associated infrastructure construction work under the jurisdiction of the Department of Water Management.

#### Sample work orders:

9	Various Tank Lining Projects	\$300,000
9	Jardine Water Purification Plant Trench Drains	\$275,000
9	Chicago Avenue Pumping Station/Water Tower Limestone Repairs	\$150,000

#### K-12 Construction Experience

#### **Chicago Public Schools**

- \$.5 million lighting upgrade at Sojourner Truth Elementary School.
- \$1 million renovation to John Hope College Prep High School.
- \$2.1 million mechanical and electrical upgrade project at Spencer Academy.
- \$.2 million fire alarm and power upgrade to Daniel Webster Elementary School.

#### Licenses/Certifications

- U.S. Army Corps of Engineers, Construction Quality Management, (CQM)
- OSHA 30 Hour

## **Brian Dowdle**

## Safety Engineer

#### Professional Experience

Brian has 15 years of construction industry experience including four years with Paschen. Prior to joining the company, Brian was a carpenter for a residential builder. He was responsible for overseeing the progress and safety of multiple crews on developments with as few as 268 to over 5000 homes in the Del Webb community. With F.H. Paschen, Brian has overseen Safety and Field Construction for the Chicago Department of Water, Chicago Transit Authority, Chicago Park District, among others.



#### Registrations/Certifications

- 145 HR Construction Safety Administrator
- 30 HR OSHA (510)
- USACE EM 385
- USACE Construction Quality Management for Contractors (CQM)
- EPA RRP
- First Aid / CPR / AED

#### Education

Joliet Junior College, General Studies

#### Safety / Training

- Confined Space Entry
- OSHA 7845 Recordkeeping Rule
- Fall Protection Leading Edge & 2pt Suspension System
- Scaffold Awareness
- Excavation Safety
- NFPA 70E Electrical Safety
- Excavation Hazard Awareness
- Supported Suspended Scaffold User
- Work Zone Hazard Awareness
- Crane Signal Person
- Rigging Hazard Awareness
- Aerial Lift Training
- Safety, Quality, Production
- Surveying Anchor Bolts
- Stormwater Management & Erosion Control

#### Representative Projects

#### CTA JOC 2012, Chicago, IL (1570)

Awarded in September 2012, this contract runs through September 2015 and currently has 27 work orders worth over \$22 million to date. Projects consist of concrete parking lots, train track/tie replacement, station expansions, etc. and range in value from \$50,000 to over \$7.5 million. Sample work orders:

- 2013 Garfield Station Green Line Parking Lot \$1,294,005
- 2013 Englewood Track Repairs \$7,599,725
- 2013 Garfield Station Green Line Stairs \$900,360

## **Brian Dowdle**

## Safety Engineer

#### Chicago Public Schools JOC 2010, Chicago, IL (1515)

Awarded in 2010, this contract will run through December 2014. The work of these delivery orders includes abatement, masonry & roof repairs, painting and plastering, floor finishes, structural repairs, light replacement, site work and landscaping, plumbing and mechanical upgrades, playground and field turf installation, and correcting items not in ADA compliance. Sample work orders:

- 2013 George Manierre Elementary School, 522,931
- 2013 Leif Ericson Elementary School, \$880,517

#### United States Postal Service - Chicago & Northern IL Repairs and Alterations (1533)

The United States Postal Service JOC contract runs from September 2010 to September 2016 with a not to exceed value of \$10,900,000. Work orders range in value from \$10,000 to over \$700,000 with 33 issued to date for a variety of different project types. Most of the work is performed in facilities that operate 24 hours a day and we successfully ensure that their operations are not impacted. Projects included interior build-outs, building renovations, abatement, paving, security upgrades, landscaping, concrete, masonry, dock equipment installation, ADA upgrades, roof replacements, mechanical upgrades, and electrical work. Sample work orders:

- 2013 Chicago P&DC Phase 2A Power Distribution, \$326,978
- 2013 Various Roof Replacements from \$50,000 to \$150,000
- 2013 Des Plaines MPO Chiller Replacement, \$204,975
- 2014 Chicago P&DC Replace Train Smoke Chamber Fans, \$197,466
- 2014 Chicago NDC Fire Line Underground Replacement \$150,000

#### Chicago Park District - Rapid Response Construction Services, Chicago, IL (1545)

Paschen has been working on consecutive JOC contracts with CPD since 1994. This contract is for Rapid Response Construction Services. It started 3/3/2011 and runs through 3/2/2015. Work orders range in value from \$1,600 to \$700,000 and we been issued 28 work orders worth over \$2.5 million. There is no maximum dollar value for this contract. Projects include paving, swimming pool upgrades, playground equipment, spray pool upgrades, baseball fields, soccer court conversions, tennis courts, basketball courts, interior build-outs, demolition, building renovations, abatement, landscaping, concrete, masonry, elevators, ADA upgrades, roof replacements, mechanical upgrades, electrical work and emergency repairs. Sample work orders:

- 2012 Hale Park Pool Liner, Gutter, Welding, \$91,000
- 2012 Holstein Chimney Emergency Repairs, \$7,000
- 2012 Union Park Pool Liner, \$52,000
- 2012 Holstein Spray Pool Surface, \$14,600

#### Naperville JOC, Naperville, IL (1550)

Paschen has been actively working on an ezIQC® job order contract with the City of Naperville that began in June 2011 and runs through June 2015. This contract is available to all public entities statewide and is designed for facility repair and alteration construction services. To date, Paschen has completed 52 purchase orders which range in value from \$3,000 to \$842,000 and total over \$4,500,000. There is no maximum dollar value for this contract. Projects are site specific, ranging from building renovations to site improvements. Sample work orders:

- 2012 Downers Grove Well House Reconstruction \$27,895
- 2012 Homer Township Pole Barn, \$268,000

#### CTA JOC, Chicago, IL (1555)

This CTA JOC contract began in August 2011 and ran until August 2013. 72 work orders were issued ranging in value from \$5,000 to over \$1.8 million, totaling over \$30 million. Trades on this contract included concrete, electrical, plumbing, steel and painting. Sample work orders:

- 2012 Cumberland Station Renewal \$1,573,358
- 2012 State and Lake Station Renewal \$653,172
- 2013 63rd and Ashland Station Upgrade \$997,240

## **Brian Dowdle**

## Safety Engineer

Chicago Department of Water Management JOC Site Work, Chicago, IL (1525)

The Department of Water Management initial term is for a period of one year or for a total of \$5,000,000. It has three additional term options, each for a period of one year or for a total of \$5,000,000 with a total maximum contract value of \$20 million. The contract is primarily to be used to perform site work, underground work and associated infrastructure construction work under the jurisdiction of the Department of Water Management. To date, 28 work orders have been completed for a current value of \$3,399,717. Sample work orders:

- 2012 South Water Purification Plant Storage Tanks 132, 134, & 138 Lining Repairs, \$495,636
- 2012 Jardine Water Purification Plant Trench Drains, \$260,629
- 2011 South Water Purification Plant 79th Street Outlet Structure Walkway Repairs, \$213,613
- 2011 Jardine Water Purification Plant Storage Tank Lining Repair \$288,514
- 2011 Jardine Water Purification Plant Trench Drains \$260,629
- 2011 Jardine Water Purification Plant Stairway Landing Reparis \$88,054

#### Prior Experience

Prior to F.H. Paschen, Brian worked for R &D Thiel as a Lead Carpenter/Safety Technician for new home construction. He was responsible for overseeing the progress and safety of multiple crews. He worked in that capacity from February 2001 to June 2011 (10 years).

## **PAUL HARKNESS**

### **Project Superintendent**

#### Professional Experience

Paul has 40 years of construction industry experience including 22 with F.H. Paschen. He is assigned to the Job Order Contract (JOC) Division where he has overseen field construction of work orders for the Chicago Department of General Services, Chicago Park District, among others. Prior to the JOC Division, Paul was a Project Superintendent for the Building Division where he managed the field work for several projects for the Chicago Park District.



#### Licenses / Certifications

- OSHA 30 Hour
- First Aid/CPR/AED
- EPA RRP

#### Representative Projects

#### CHICAGO DEPARTMENT OF GENERAL SERVICES JOC (1436)

This contract was a \$48 million job order contract for six years for the Department of General Services for the construction, repair, and maintenance of various facilities including police and fire stations, City Hall, Cultural Center, etc. This contract started in July 2007 and ran through July 2013. 50 work orders were completed which ranged in value from \$2,000 to over \$4,500,000 and total \$25,330,871. All of this work was typically done while buildings remained open for business; however, it was not uncommon for Paschen to work other than normal hours if this was not feasible.

#### Sample work orders include:

- City Hall Balconies Renovation, \$328,134
- West Town Library 12,000 sf. Renovation, \$2,625,171

#### **CHICAGO PARK DISTRICT JOC (1414)**

CPD has over 550 facilities throughout Chicago. This contract ran from October 2007 thru October 2010. Projects were site specific, ranging from building renovations to site improvements. The value of the individual work orders ranged from \$2,000 to over \$1,200,000, and 143 work orders totaling over \$10.9 million were completed.

Projects included paving, swimming pool upgrades, playground equipment, spray pool upgrades, baseball fields, soccer court conversions, tennis courts, basketball courts, interior build-outs, demolition, building renovations, abatement, landscaping, concrete, masonry, elevators, ADA upgrades, roof replacements, mechanical upgrades, and electrical work.

#### Sample work orders:

- Eckhart Park ADA Upgrades, \$435,000
- Eckhart Park Pool Renovation, \$22,000
- Harrison Park Pool Upgrades, \$26,000

## **PAUL HARKNESS**

## **Project Superintendent**

#### CHICAGO DEPARTMENT OF GENERAL SERVICES JOC - 1036

Paschen was the general contractor on this Chicago Department of General Service (DGS) JOC contract which started in November 2000 and was renewed annually with completion in November 2004. On this contract, 386 work orders were completed totaling over \$25 million and ranging in value from \$2,000 to over \$3,000,000. Typical projects consisted of interior and exterior renovation, mechanical system upgrades, and exterior concrete and masonry work. The smaller jobs consist primarily of interior renovation and misc. site work and the larger jobs include curtain wall replacement and major interior renovations. All of this work is typically done while buildings remain open for business; however, it is not uncommon for PASCHEN to work other than normal hours if this is not feasible.

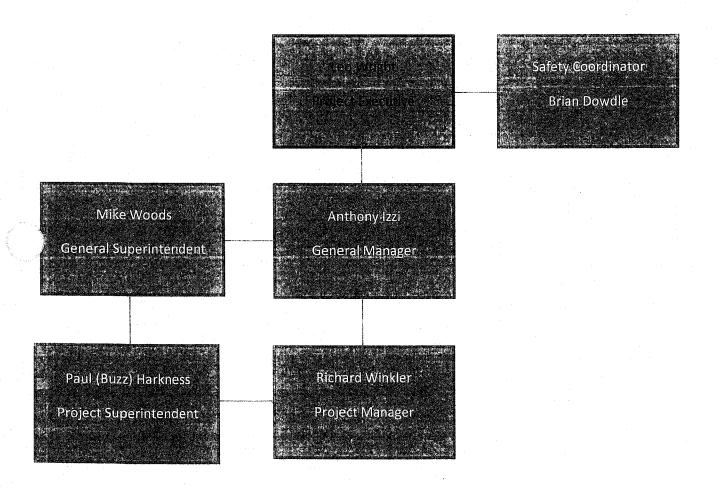
#### Sample work orders:

- Steel framed facilities office for the Department of Streets & Sanitation Loop Operations,
   \$2,411,558
- City Hall bathroom renovation & ADA Upgrades, \$2,200,365
- City Hall life safety and DDC upgrades, \$2,312,970

#### OTHER JOC CONTRACTS

- Metropolitan Water Reclamation District of Greater Chicago \$16 million job order contract
- Chicago Park District \$24 million job order contract
- Chicago Park District \$12 million job order contract
- United States Postal Service, Chicago, Illinois; \$4 million job order contract for Illinois and Northwest Indiana

# F.H. Paschen, S.N. Nielsen & Associates LLC Cook County – General Construction Job Order Contract



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

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

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

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

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

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

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

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

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

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

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

**THE 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 <a href="https://www.municode.com">www.municode.com</a>.

#### 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 <a href="https://www.municode.com">www.municode.com</a>.

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

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

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

#### **SECTION 3**

#### REQUIRED DISCLOSURES

	CLOSURE OF LOBBYIST CONTACTS
List all persor	ns that have made lobbying contacts on your behalf with respect to this contract:
Name	Address
None	
2. LOC	AL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)
	g = 1 + 1g. Go por anon damentada to transact bacineco in limitolo, naving a bona nac
establishmen and which en Business if or	is means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide to located within the County at which it is transacting business on the date when a Bid is submitted to the County, aploys the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local ne or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, int Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.  Is Applicant a "Local Business" as defined above?
establishmen and which en Business if or even if the Jo	t located within the County at which it is transacting business on the date when a Bid is submitted to the County, aploys the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local ne or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, int Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.
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establishmen and which en Business if or even if the Jo a)	I located within the County at which it is transacting business on the date when a Bid is submitted to the County, aploys the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local ne or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, int Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.  Is Applicant a "Local Business" as defined above?  Yes: X No:  If yes, list business addresses within Cook County:
establishmen and which en Business if or even if the Jo a)	I located within the County at which it is transacting business on the date when a Bid is submitted to the County, aploys the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local ne or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, int Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.  Is Applicant a "Local Business" as defined above?  Yes: X No:  If yes, list business addresses within Cook County:

#### 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.

<u>Cook</u>	County					
4.	REAL ESTATE OWNERSHIP DISCLOSURES.					
The Ap	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 re	al estate owned by the Applicant in Cook County:			
		PERMANENT INDEX NUMBER(S): _				
		_				
			ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX (UMBERS)			
OR:						
	b)	X The Applicant owns no real ex	state in Cook County.			
5.	EXCEP	TIONS TO CERTIFICATIONS OR DISC	LOSURES.			
If the A	pplicant is ere in this	s unable to certify to any of the Certifications EDS, the Applicant must explain below:	ons or any other statements contained in this EDS and not explained			
	NA					
	·					

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 <u>and</u> is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

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

This Statement is being made by the [ X ] Applicant or	[ ] Stock/Beneficial Interest Holder
This Statement is an: [ X ] Original Statement or Identifying Information:	[ ] Amended Statement
Name F.H. Paschen, S.N. Nielsen & Associates LLC	
D/B/A:	FEIN NO/SSN (LAST FOUR DIGITS): 36-4518443
Street Address: 5515 N. East River Road	
City: Chicago State: IL	Zip Code: 60656
Phone No.: 773-444-3474 Fax Number: 773-693-	0064 Email: <u>lwright@fhpaschen.com</u>
Cook County Business Registration Number: NA (Sole Proprietor, Joint Venture Partnership)  Corporate File Number (if applicable): 0090148-2	
Form of Legal Entity:	
	ration [ ] Trustee of Land Trust
[ ] Business Trust [ ] Estate [ ] Associ	ation [ ] Joint Venture
[ ] Other (describe)	



## To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON APRIL 21, 2003, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1407201308

Authenticate at: http://www.cyberdriveillinois.com

In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 13TH

day of

**MARCH** 

A.D.

2014

Desse White

SECRETARY OF STATE

COOK C	ounty	W. W. 1997 W. W. 1997				_
Owners	ship Interest Declaration:					
1.	List the name(s), address, ownership) of more than five		of each Person having a leg oplicant/Holder.	al or beneficial inte	rest (inclu	ding
Name		Address		Percentage Inte		
	See Attached					
2.	If the interest of any Person and address of the principal			or a nominee or non	ninees, list	the name
Name o	of Agent/Nominee NA	Name of Princi	•	Principal's Addr	ess	
3.	Is the Applicant constructiv	ely controlled by anothe	r person or Legal Entity?	[ X ]Yes	[	] No
	If yes, state the name, add such control is being or ma		beneficial interest of such po	erson, and the rela	ionship ur	ider which
Name	Address		Percentage of Beneficial Interest	Relationship		
FHP M	lanagement, Inc. 5515 N	.E. River Rd., Chicago	o, IL 60656 0%	Sole Manager		
Carner	and Officers Advantage of the Control of the Contro					
For all	rate Officers, Members and corporations, list the names, addresses for all members.	addresses, and terms fo	or all corporate officers. For	all limited liability ones, addresses, for	ompanies, each partn	list the er or joint
Name	Address		Title (specify title of Office, or whether mana or partner/joint venture)	ager	of Office	
Se	e Attached					
			······································			
Declar	ration (check the applicabl	e box):				
[X]			no disclosure as to ownershi se or purpose for which the			
[ ]	I state under oath that the required to be disclosed.	Holder has withheld no	disclosure as to ownership i	nterest nor reserve	d any infor	mation

## F.H. Paschen, S.N. Nielsen & Associates LLC Investor Membership Interests

Name	Address	Interest
FHP TR Trust No. 1	5515 N. East River Road, Chicago, IL 60656	65.0
James V. Blair	5515 N. East River Road, Chicago, IL 60656	18.0
James J. Habschmidt	5515 N. East River Road, Chicago, IL 60656	5.0
William M. Barkowski	5515 N. East River Road, Chicago, IL 60656	4.0
Joseph V. Scarpelli	5515 N. East River Road, Chicago, IL 60656	4.0
Robert F. Zitek	5515 N. East River Road, Chicago, IL 60656	4.0

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

Name	Address
Frank H. Paschen	5515 N. East River Road, Chicago, IL 60656 773-444-3474
William M. Barkowski	5515 N. East River Road, Chicago, IL 60656 773-444-3474
James V. Blair	5515 N. East River Road, Chicago, IL 60656 773-444-3474
James J. Habschmidt	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Joseph V. Scarpelli	5515 N. East River Road, Chicago, IL 60656 773-444-3474
Robert F. Zitek	5515 N. East River Road, Chicago, IL 60656 773-444-3474

	zed Agent
June 20	6, 2015
Signature Date	
lwright@fhpaschen.com 773-44	4-3474
E-mail address Phone Nu	mber
Subscribed to and sworn before me this 26th day of June, 2015.  My comm	ission expires: August 24, 2018  KATHLEEN PATTISON  OFFICIAL SEAL  Notary Public, State of Illinois
Notary Public Signature Notary	My Commission Expires

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#### **COOK COUNTY BOARD OF ETHICS**

69 W. WASHINGTON STREET, SUITE 3040 CHICAGO, ILLINOIS 60602 312/603-4304 Office 312/603-9988 Fax

#### FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

#### Nepotism Disclosure Requirement:

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

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

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

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

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

#### **Additional Definitions:**

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

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

## COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

d conta s with th
reques
ating the
ging the

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

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*	

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*

Signature of Recipient Lec	J. Wright, Authorized Age		
VERIFICATION: To the band complete. I acknowle imited to fines and debain	edge that an inaccurate or	information I have provided on incomplete disclosure is punis	this disclosure form is accurat shable by law, including but no
If more :	space is needed, attach ar	additional sheet following the	above format.
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
Dusiness with the County	Elected Official	Official	
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	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*

69 West Washington Street, Suite 3040, Chicago, Illinois 60602

Office (312) 603-4304 - Fax (312) 603-9988 CookCounty.Ethics@cookcountyil.gov

<sup>\*</sup> Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild

by blood, marriage (i.e. in laws and step relations) or adoption.

#### **SECTION 4**

#### COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d). "Contract" means any written document to make Procurements by or on behalf of Cook County. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity. "Procurement" means obtaining supplies, equipment, goods, or services of any kind. "Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor. All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. Contract Information: Contract Number: County Using Agency (requesting Procurement): Purchasing 11. Person/Substantial Owner Information: F.H. Paschen, S.N. Nielsen & Associates LLC Person (Corporate Entity Name): Substantial Owner Complete Name: Frank H. Paschen 36-4518443 FEIN# lwright@fhpaschen.com Date of Birth: E-mail address: 5515 N. East River Road Street Address: 60656 Chicago IL Zip: State: City: Driver's License No: None Home Phone: (773) 444 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 seg., Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES o(NO) Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES of NO

Any comparable state statute or regulation of any state, which governs the payment of wages YE

Employee Classification Act, 820 ILCS 185/1 et seg., YES or(NO)

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

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.

YES O( NO

#### 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.  ${\bf YES}$  or  ${\bf NO}$ 

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.

٧,	Affirmation The Person/Substantial Owner affirms that all states	contained in the Affidavit are true, accurate and co	omplete.
	Signature:	Date: December	
	Name of Person signing (Print): Leo J. Wright	Title: Authorized Agent	
	Subscribed and sworn to before me this16th	day of	15
X	Notary Public Signature	Notary Seal	****
Note:	The above information is subject to verification pri	and the control of th	

#### **SECTION 4**

#### CONTRACT AND EDS EXECUTION PAGE PLEASE EXECUTE THREE ORIGINALS

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

## Execution by Corporation

President's Name	President's Signature
Telephone	Email
Secretary Signature	Date
O(1,1)	Execution by LLC
( Sept )	June 26, 2015
Member/Manager (Signature)* Leo J. Wright, Authorized Agent	Date
773-444-3474	lwright@fhpaschen.com
Telephone	Email
Partner/Joint Venturer (Signature)*	Date
Telephone	Email
Execut	ion by Sole Proprietorship
Signature	Date
Telephone	Email
Subscribed and sworn to before me this	nissioh Athlife N PATTISA 24, 2018 OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires
Notary Public Signature	Notary Sea August 24, 2018

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

#### **CERTIFICATE**

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Sole Director of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on April 6, 2015.

RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which F. H. Paschen, S.N. Nielsen & Associates LLC is engaged or will become engaged as a Contractor or Manager; The Agents are As Follows:

Frank H. Paschen	Agent
James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
W. Mark Barkowski	Agent
Charles Freiheit	Agent
Douglas Pelletier	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
Leo J. Wright	Agent
David P. Roy	Agent
Tony Trost	Agent
Jeanette T. Charon	Agent
Riley C. Baron	Agent
Michael Clementi	Agent

Resolved further, James J. Habschmidt, Secretary of of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC is authorized to certify the foregoing resolution to any third party to further business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

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

IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 26<sup>th</sup> day of May, 2015.

James Habschmidt

Secretary

State of Illinois County of Cook

Subscribed and sworn to before me this 26<sup>th</sup> day of May, 2015.

Notary Public



#### **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	ne appropriate line)			
		Bidder/Proposer is a certified MBE or WBE	firm. (If so, attach	copy of current Letter of Certificat	ion)	
		Bidder/Proposer is a Joint Venture and or Certification, a copy of Joint Venture Agre Venture and a completed Joint Venture Affi	eement clearly des	cribing the role of the MBE/WBE	firm(s) and its ownership inte	
		Bidder/Proposer is not a certified MBE or directly or indirectly in the performance of t	WBE firm, nor a Jo the Contract. (If so,	oint Venture with MBE/WBE partr complete Sections II below and the	ners, but will utilize MBE and \ne Letter(s) of Intent – Form 2).	WBE firms either
II.		Direct Participation of MBE/WBE Firms		Indirect Participation of MB	E/WBE Firms	
achievo achievo	e Direct F e Direct F pation be	als have not been achieved through of Participation at the time of Bid/Proporarticipation have been exhausted. considered.	osal submission Only after writt	n. Indirect Participation will ten documentation of Good	only be considered after	all efforts to
	IVIDES/V	VBEs that will perform as subcontractors  MBE/WBE Firm:				`
		Address:				
		E-mail:				
		Contact Person:				-
:		Dollar Amount Participation: \$				
		Percent Amount of Participation:	,			%
		*Letter of Intent attached? *Current Letter of Certification attached?	YesYes			
		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?	YesYes	No No		
		Attach additional sheets as needed				

<sup>\*</sup> Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.

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 services of this contract to another firm?
[ ] No [ ] Yes – Please attach explanation. Propo	sed Subcontractor(s):
more space is needed to fully describe MWBE Firm's propose	owing Commodities/Services for the above named Project/ Contract: (If ed scope of work and/or payment schedule, attach additional sheets)
Indicate the <b>Dollar Amount</b> , <b>Percentage</b> , and the <b>Tern</b>	ns of Payment for the above-described Commodities/ Services:
	ns of Payment for the above-described Commodities/ Services:
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant county, and the State to participate as a MBE/WBE fi	ns of Payment for the above-described Commodities/ Services:  er of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook, (2) Undersigned redentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were completed.
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant county, and the State to participate as a MBE/WBE fi	er of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersigner redentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant county, and the State to participate as a MBE/WBE fidid not affix their signatures to this document until all ar	ter of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersigner redentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were completed.
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant or County, and the State to participate as a MBE/WBE fi did not affix their signatures to this document until all ar Signature (MWBE)	ter of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersigner redentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were completed.  Signature ( <i>Prime Bidder/Proposer</i> )
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant or County, and the State to participate as a MBE/WBE fi did not affix their signatures to this document until all ar Signature (MWBE)	ter of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersigneredentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were completed.  Signature ( <i>Prime Bidder/Proposer</i> )  Print Name
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant or County, and the State to participate as a MBE/WBE fi did not affix their signatures to this document until all ar Signature (M/WBE)	ter of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersigner redentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were completed.  Signature ( <i>Prime Bidder/Proposer</i> )  Print Name  Firm Name
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant or County, and the State to participate as a MBE/WBE fidid not affix their signatures to this document until all ar Signature (MWBE)  Print Name	ter of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersigner redentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were completed.    Signature (Prime Bidder/Proposer)
THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's re Subcontractor remaining compliant with all relevant or County, and the State to participate as a MBE/WBE fi did not affix their signatures to this document until all ar Signature ( <i>MWBE</i> )  Print Name  Date	ter of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersigned redentials, codes, ordinances and statutes required by Contractor, Coorm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were completed.  Signature ( <i>Prime Bidder/Proposer</i> )  Print Name  Firm Name

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

۸	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
3.	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.
	(1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
	(2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
	(3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
	(4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)
C.	GOOD FAITH EFFORTS TO OBTAIN MBEWBE 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, term 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)
<b>D</b> .	OTHER RELEVANT INFORMATION Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

### 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:		<u>%</u>
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:		

### 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.

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

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

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

Name of MBE/WBE Subcontractor/Supplier:	
Contact Person:	Title:
Address:	
E mail:	Telephone No:
Date of contact:	Method of contact:
Scope of work solicited:	
Reason agreement was not reached:	
Name of MBE/WBE Subcontractor/Supplier:	
Contact Person:	Title:
Address:	
E mail:	Telephone No:
Date of contact:	Method of contact:
Scope of work solicited:	
Reason agreement was not reached:	
Name of MBE/WBE Subcontractor/Supplier:	
Contact Person:	
Address:	
E mail:	Telephone No:
Date of contact:	
Scope of work solicited:	
Reason agreement was not reached:	4

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

# COOK COUNTY, ILLINOIS LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBEAWBE SUBCONTRACTOR OR SUPPLIER

Contract Title:		Contract Numb	er:		
Prime proposer:					
Address: Street			City	State	Zip Code
Telephone:			•		·
Proposed Contract amount \$	<b>3</b> :				
Proposed subcontract amou					
Type of agreement:	•	hourly rate		unit price	
MBE/WBE subcontractor or					
Address: Stree	T		City	State	Zip Code
Telephone:			_e mail:		
Work to be performed by ME	BEWBE:				
prime proposer and the MB for the above-named project perform the scope of work for Prime MBE/WBE	ct between the	prime Contractor a	that upon that upon Cook C	e execution of a ounty, the MBE	a Contract WBE will
Name of Firm		Name of Firm			
By: Signature		By: Signature		·	
Print Name		Print Name			
Title		Title		,	
Date		Date			

ook County		
STATE OF	STATE OF	
COUNTY OF		
SUBSCRIBED AND SWORN TO befo me on the on the	re me SUBSCRIBED AND SWC	RN TO before
day of, 20	day of	, 20
	·	
Notary Public	Notary Public	
Printed Name of Notary	Printed Name of Notary	
		•
	D BIDDER OF/AND IN CONJUNCTION W REWITH SUBMITTED	ITH THE
TO: County of Cook		
BID FOR:	,	·
BID DOCUMENT NUMBER:	BID OPENING DATE	:
We deposit (subject to all conditions o	f said proposal) the following described de	eposit check:
() Cashier's Check () Bank Draft (	) Other	
Drawn on:	of:	
BANK	CITY	STATE
Draft or Check Number:	Dated:	
Amount: \$		
Submitted by:	BIDDER'S NAME	
· · · · · · · · · · · · · · · · · · ·	STREET ADDRESS	
	OTTELT ADDITEOU	
· ·		
CITY	STATE	ZIP CODE

DO NOT WRITE IN THE SPACES BELOW

The Above Described Deposit Check is:

1. (	)	HELD:	DATE:
2. (	: )	MAILED:	DATE:
3. (	)	DELIVERED TO:	DATE:
4. (	)	BOND SUBSTITUTED:	DATE:
5. (	)	BOND MAILED TO:	DATE:

Bond # 929627975

### **EXHIBIT H - PERFORMANCE AND PAYMENT BOND FORM**

### PERFORMANCE AND PAYMENT BOND

Know All Men By These Presents, that we, F.H. Paschen,	S.N. Nielsen & Associates LLC	<u> </u>
as principal, Continental Casualty Company		
333 S. Wabash Avenue, 41st Floor, Chicago, Illinois 60604		as
surety, are held and firmly bound unto The County of Coo	ok in the penal sum of	Dollars
(\$) 1,750,000.00		
lawful money of the United States of America, for the pay	ment of which sum of m	noney well and
truly be made, we bind ourselves, our respective heirs,	executors, administrator	rs, successors
and assigns, firmly by these presents.		
Signed, sealed and delivered this 23 day of	of March	, 20_16_
The condition of the above obligation		
bounden principal entered into a certain Co	ntract with The County o	f Cook,
Bearing date the day of	, 20, for	
1555-14475 GC1 - Cook County JOC Contract		
In Witness Whereof, said parties hereto have delivered at Chicago, Illinois, all on the day and year first above		e executed and
F.H. Paschen, S.N. Nielsen & Associates LLC PRINCIPAL/CONTRACTOR		SEAL
By: PRESIDENT  James V. Blair  Continental Casualty Company	James J. Habschn	elues RY
SURETY		SEAL
By: Aden C Stevenson	002128	20443
SURETY/ATTORNEY-IN-FACT Adrienne C. Stevenson (ATTACH POWER OF ATTORNEY)	AMB#	NAIC#
APPROVED AS TO FORM:		
By: Kath / Malle		
OFOTION 7 EVIDITO		May 2045

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**SECTION 7 - EXHIBITS** 

May 2015

### STATE OF ILLINOIS COUNTY OF COOK

be the this	Adrienne C he same pers	C. Stevenson on whose name on, and acknowl	as Attoris subscribed to	rney-in-Fact, o the foregoir	who is persong instrumen	do hereby certify that conally known to me to at, appeared before me vered said instrument
		CONTINE	NTAL CASUA	LTY COMI	PANY	
or the	e uses and pu	rposed therein s	et forth.			
Given	under my ha	and and notarial	seal at my offic	ce in the City	of Chicago	_ in said County,
his _	23 <sup>rd</sup>	day of	March	A.D	2016	
K	atherin	Notary Publ	at ic			

"OFFICIAL SEAL"

Katherine J Foreit

Notary Public, State of Illinois
My Commission Expires 8/10/2017

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

C R Hernandez, Beatriz Polito, Adrienne C Stevenson, John K Johnson, Amy B Wickett, Katherine J Foreit, Michael Dougherty, Triniy Garcia, Rebecca Hobbs , Individually

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

#### - In Unlimited Amounts -

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

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

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 9th day of June, 2015.







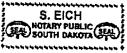
Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflet

Vice President

State of South Dakota, County of Minnehaha, 55:

On this 9th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich

Notary Public

#### CERTIFICATE







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

D. Bult

Assistant Secretary

Form F6853-4/2012

### Authorizing By-Laws and Resolutions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To (Contrac	ctor):	Date:	
		Project Numb	per:
		Project Name	
1. The und	dersigned, having executed a Contract with		tractor)
	for		(Nature of work)
	in the an	nount of \$	
in the const	truction of the above-identified project, certifies t	that:	
(a)	The Labor Standards provisions of the Co aforesaid Contract.	ntract for Construction	n are included in the
(b)	Neither he nor any firm, corporation, publishment of the United States pursuar Secretary of Labor, Part 5 (29 CFR, Pa Bacon Act, as amended [40 U.S.C. 276a-	an ineligible Contra nt to Section 5.6(b) or art 5) or pursuant to	actor by the Comptroller of the Regulations of the
(c)	No part of the aforementioned Contract has Subcontractor if such Subcontractor or ar which such Subcontractor has a substant Contractor pursuant to any the aforesaid	ny firm, corporation, pa ial interest is designat	artnership or association in ed as an ineligible
da La	e agrees to obtain and forward to the Contractorys after the execution of any lower subcontractory standards and Prevailing Wage Requiremental plicate.	ract a Subcontractor	s Certification Concerning
3. Th	ne workmen will report for duty on or above		(date)

Cook County

### **EXHIBIT J**

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

	OCPO ONLY:	
Ω	Disqualification	
Q.	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.

Date:
Contract Title:
Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Subcontractor/Supplier/ Subconsultant:
Email Address (Subcontractor):
Company Address (Subcontractor):
City, State and Zip (Subcontractor):
Telephone and Fax (Subcontractor)
Estimated Start and Completion Dates (Subcontractor)

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

	Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
·		
L		 

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	
Prime Contractor Signature	Date

### EXHIBIT K

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

### FOR INFORMATION PURPOSES ONLY

This document describes the Office of the Cook County Comptroller's Electronic Payables Program ("E-Payables").

If you wish to participate in E-Payables, please contact the Cook County Comptroller's Office, Accounts Payable, 118 N. Clark Street, Room 500, Chicago, IL 60602.

#### 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:	Title:	
Address:		
E mail:		
Amount of Subcontract: \$		
Percentage of the total base bid:	4.74.00	%
Description of the work:		
Percentage of the total base bid:		
Description of the work:		10417
Name of DBE Subcontractor/Supplier:		
Contact Person:	Title:	
Address:	<u> </u>	A A STATE OF THE S
E mail:	•	
Amount of Subcontract: \$		
Percentage of the total base bid:		<u>%</u>
Description of the work:	<u> </u>	444-44-44-4

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

Name of non-certified Subcontractor/Supplier:		
Contact Person:	Title:	
Address:		
E mail:	Telephone No:	
Amount of Subcontract: \$		
Percentage of the total base bid:		c/o
Description of the work:		
Reason DBE was not used:		
Name of non-certified Subcontractor/Supplier:		
Contact Person:	Title:	
Address:		
E mail:	Telephone No:	
Amount of Subcontract: \$		
Percentage of the total base bid:		%
Description of the work:		
Reason DBE was not used:		
Name of non-certified Subcontractor/Supplier:		
Contact Person:	Title:	~~~
Address:		
E mail:	Telephone No:	
Amount of Subcontract: \$		
Percentage of the total base bid:		%
Description of the work:		
Reason DBE was not used:		

#### 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.

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

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

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

### DBE LETTER OF INTENT - FORM 2

M/WBE Firm:		Certifying Agency:
Contact Person:		
Address:		Ethnicity:
City/State:	Zip:	
Phone:	Fax:	FEIN #:
Email:		
Participation: [ ]	Direct [ ] Indirect	
Will the DBE firm be su	bcontracting any of the goods or	services of this contract to another firm?
[ ] No [ ] Yes – Ple	ease attach explanation. Propo	sed Subcontractor(s):
		ing Commodities/Services for the above named Project/ Contract: (If more of work and/or payment schedule, attach additional sheets)
Indicate the <b>Dollar Am</b>	ount, Percentage, and the Terr	ns of Payment for the above-described Commodities/ Services:
work, conditioned upo Subcontractor remaining County, and the State	in (1) the Bidder/Proposer's re ing compliant with all relevant ci to participate as a DBE firm for	ter of Intent will become a binding Subcontract Agreement for the above sceipt of a signed contract from the County of Cook; (2) Undersigned redentials, codes, ordinances and statutes required by Contractor, Cool the above work. The Undersigned Parties do also certify that they did no der 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		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 28 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) P	roject and Bid Identification			
Comp	plete the following information concerning the project and bid:			
Route	3	Total Bid		
Section	on	Contract DBE Goal	(F)	(Dollar Amount)
Proje	ct		(Percent)	(Lionar Amenia)
Coun	ty			
Lettin	g Date			
Contr	act No.			
Lettin	g Item No.			
(4) A	ssurance			
	ng in my capacity as an officer of the undersigned bidder (or bidde ct my company: (check one)	rs if a joint venture), hereb	y assure the Depa	riment that on this
	Meets or exceeds contract award goals and has provided docum Disadvantaged Business Participation percent	ented participation as folio	WS.	
	Attached are the signed participation statements required by the participating in this plan and assuring that each business will perfectly be a suring that each business will perfectly be accordingly modified or waived. At support of this request including good faith effort. Also attached Provision evidencing availability and use of each business participation in the work of the contract.	orm a commercially useful effort documentation to me tached is all information re are the signed participation pating in this plan and ass	function in the wo set the goals and quired by the Spe I statements, requ uring that each bu	ork of the contract.  that my company has  cial Provision in  uired by the Special  usiness will perform a
By Title	Company	The "as read" Low Bioder is requested to any one utilization plant submitted in accordance with the Provision in the bid.  Cook County 118 N. Clark Street	for each project. The u	itilization plan shall be

The Cook County Highway Department is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form defines from IDOT SBE 2025 form.

Date

	A MOTEUS ALL SYFUR	MATION INDICATED ON TH	on the second second			
PROJECT:				DA	ITE:	
то:						
FROM:						
_	REQUESTOR OF SHUTDOW	AN .				
1. THE CONT	RACTOR FOR THE AE	BOVE REFERENCED PRO	JECT IS REQUESTIN	IG THE FOLLOWING UT	ILITY SHUTDOWN:	
UTILITY:						
2. FOR WORK	(THAT WILL TAKE PL	ACE IN/AT THE FOLLOWIN	VG LOCATION:			
		FLR: LC				
-						
	OSE OF THIS SHUTDS		RTALL	IEV OF		
KEPAIK _	NEPLALE	REMOVE IN	STALL MOD	n+ UK		
5. THE ESTIN	MATED DURATION OF	THE SHUTDOWN IS:	Hours			
5. THE ESTIN 6. THE DATE FROM:	MATED DURATION OF	THE SHUTDOWN IS:	HOURS IN ARE AS FOLLOW	/S:		-
5. THE ESTIN 6. THE DATE FROM: DAY	MATED DURATION OF US & TIME/S REQUES DATE	THE SHUTDOWN IS:  TED FOR THE SHUT DOW	HOURS IN ARE AS FOLLOW TO: DAY	/S: DATE	TIME	-
5. THE ESTING. THE DATE FROM:	MATED DURATION OF US & TIME/S REQUES DATE	THE SHUTDOWN IS:	HOURS IN ARE AS FOLLOW TO: DAY	/S: DATE	TIMETIME	
5. THE ESTIN 6. THE DATE FROM: DAY	MATED DURATION OF US & TIME/S REQUES DATE DATE	THE SHUTDOWN IS:  TED FOR THE SHUT DOW	HOURS IN ARE AS FOLLOW TO: DAY DAY	/S: DATE DATE	TIME	
5. THE ESTIN 6. THE DATE FROM: DAY DAY 7. THIS SHUT	MATED DURATION OF US & TIME/S REQUES DATE DATE TOOWN WILL REQUIR	THE SHUTDOWN IS:  TED FOR THE SHUT DOW  TIME  TIME	HOURS IN ARE AS FOLLOW TO: DAY DAY THE FOLLOWING C	/S:DATEDATE OOK COUNTY TRADES	TIME	
5. THE ESTIN 6. THE DATE FROM: DAY DAY 7. THIS SHUT	MATED DURATION OF  US & TIME/S REQUES  DATE  DATE  TDOWN WILL REQUIR	THE SHUTDOWN IS:  TED FOR THE SHUT DOW  TIME  TIME  RE COORDINATION WITH	HOURS IN ARE AS FOLLOW TO: DAY DAY THE FOLLOWING C	/S:DATEDATE OOK COUNTY TRADES	TIME	
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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, III. 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. 76<sup>th</sup> Ave. Bridgeview, Ill. 60453

Skokie Courthouse 5600 Old Orchard Skokie, Ill 60076

Hawthorne Warehouse 4545 W. Cermak Chicago, Ill. 60623

### SECTION 5 COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CO EXECUTED BY:		THIS CONTRACT IS HEREB
0,000	HIEF PROCUREMENT OFFICER	
COOK COUNTY C	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
DATED AT CHICAGO, ILLINOIS THISDAY OF	June	
IN THE CASE OF A BID, THE COUNTY HEREBY ACCEPTS:		
THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN	THE CONTRACT DOCUMENTS FOR CON	ITRACT NUMBER
1555-14475 GC1		
OR		
ITEM(S), SECTION(S), PART(S):		
TOTAL AMOUNT OF CONTRACT: \$7,000,000.00		
	(DOLLARS AND CENTS)	
FUND CHARGEABLE:		
APPROVED AS TO FORM:	APPROVED ROOM HOUN	BY THE BOARD OF
Latt Malle	MAY	1 1 2016
ASSISTANT STATE'S ATTORNEY (Required on contracts over \$1,000,000.00)		



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

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

APPROVED BY THE BRABA OF BOOK BUYNTY BUMMISSIONERS

**County-wide Job Order Contract** 

MAY 1 1 2010

# 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. 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. Changes:

- 1. Change #1 Replace Page 14 of Book 1 Solicitation Package with Attachment 1, Revised Page 14A. Cl-11 Eligibility, A and B has been revised.
- 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.
- 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 Marketolace.

### E. Responses to Questions:

1. Question: 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.

2. 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. Question: 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. Question: 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. Question: 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. Question: 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. Question: 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.
  - Answer: SBE is defined in Book 2, Section Three Disadvantaged Business Enterprise (DBE), Minority and Women Business Enterprise (MWBE), 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.

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

CHIEF PROCUREMENT OFFICER

9. Question: 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. Question: 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. Question: 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. Question: 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. Question: 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.

Answer: 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. Question: 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.

#### 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
Demolítion	(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 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 <a href="http://dot.state.il.us/">http://dot.state.il.us/</a> 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 <a href="http://dot.state.il.us/">http://dot.state.il.us/</a>.

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 <a href="http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm">http://www.illinois.gov/idol/Laws-Rules/CONMED/rates/2015/april/COOK9999.htm</a> maintained by the State of Illinois Department of labor.

- 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 <a href="http://www.wdol.gov/dba.aspx">http://www.wdol.gov/dba.aspx</a> 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.

### 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	\$ <del>3,500,000</del> - *\$1,750,000	<del>\$1,500,000</del> *\$750,000
Mechanical Construction	<del>\$2,500,000</del> *\$1,750,000	-\$1,000,000 * \$500,000
Electrical Construction	<del>\$2,500,000</del> · *\$1,250,000	\$1,000,000 *\$500,000
Highway / Site Work	\$ <del>2,000,000</del> *\$1,000,000	\$750,000 ×\$375,000
Demolition	\$ <del>5,900,000</del> - *\$2,500,000	_\$750,000*\$375,000
Residential Construction	\$0	\$0

<sup>\*</sup> 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.

13

# 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.

## 18-32 COALITION OF UNIONIZED PUBLIC EMPLOYEES

The Ecok County Board of Commissioners has entered into an Agreement with the Coalition of Uniquized Public Employees (\*GOURE\*). To the extent permitted by law in the event the County either directly or inelizedly through a contraction of construction manager, undertakes construction work within the trade unrediction of a member of COURE seach affected goalition union shall receive founder (14) days written notice prior to the County suddentaking, except in the gase of emergency, the county shall perform or require the performance of such work days parson, irm; 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**

1)

### SMALL BUSINESS ENTERPRISES CONSTRUCTION INITIATIVE

#### A Definitions

1. "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 <a href="http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title13/13cfr121\_main\_02.tpl">http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title13/13cfr121\_main\_02.tpl</a>

**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.

- 2. "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.
- 3. "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.
- 4. "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.
- 5. "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.
- B 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-

; 3

# 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, 108 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 - County-wide Job Order Contract

16420 S. Kilbourn Ave Oak Forest, IL 60452

P 708.535.3600 F 708.535.6655



S Mechanical, Inc.

HVAC Construction & Service

**David Amacher** 

Sales Enginear / Project Manager

C815.666.8440 damacher@smechanical.com

Don Davidson

Managing Pariner (2b4risk@gmail.com

Oak Park, IL 60304 (877) 411-2268

**T2B** Consulting

Every Block Matters

**Aaron Darroch** Assistant Project Manager

Path Construction Company 3550 W. Salt Creek Lane, Suite 116 Arlington Heights, IL 60005

Cell: 847-997-4584 Office: 847-398-7100 Fax: 847-398-7101 E-mail: adarroch@pathec.com

LELD SHELVEL

; ;

773-044-3474 hidingeschen.com w.fhpeechen.com

F.H. Paschen, S.N. Nielsen | General Contractors 5615 N. Edge Piver Flood | Chicago, IL 80856

A Service Disabled Veteran Owned Smail Busine (SDVOSB)

Ph; (224) 265 0088

Fax: (224) 603 9000 Javier@masterdesignbulld.com Javier Delatorre, SSgt. USMC

President

4706 N. Ravenswood Avenue Chicago, IL 60640

**CHRIS WALES** 

Pacific Construction Services, inc. 4700 north revenswood - suite b chicago illnois 60640

773.290.1597 773,339,0646 773.280.1584 chris.weise@poschicago.com

5040 S. State S Chicago, Vinole t



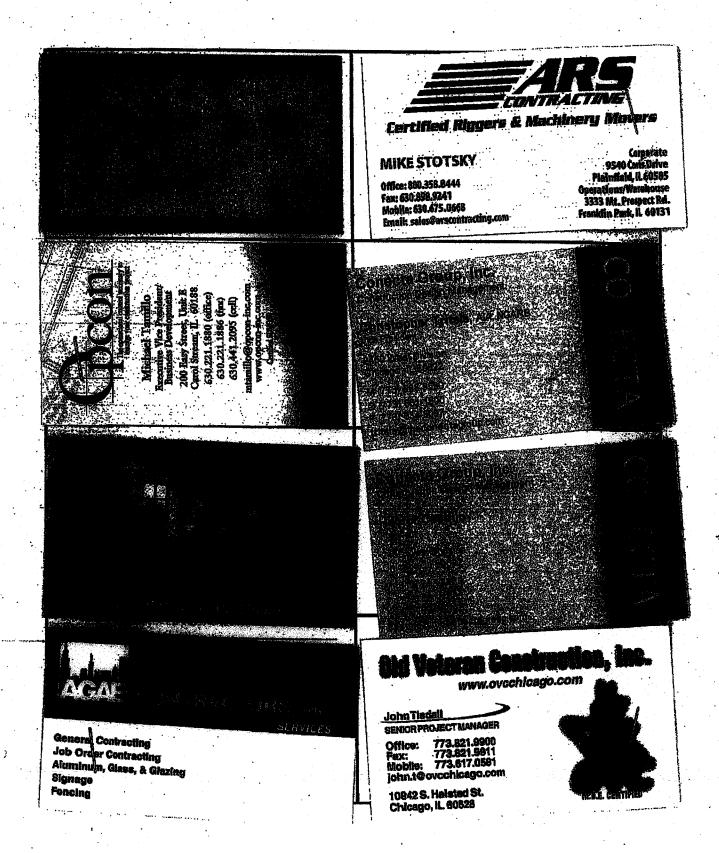
Mike Cwienkala Vice President

312 N. May, St., Suites. J. 10, Chicago, H. 60667, 1624 Colonial Pleny, Inverness, H. 60067 Prione 31:2-432-1070 - Cell 847-561-4966 - Fax 312-432-1071 mike krm@skcglobsi.net . www.krmiler.com

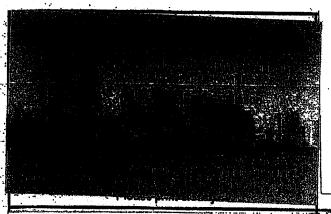
Pre-Bid Mtg. Sign-in Sheet - June 2, 2015

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





OFFICE: (312) 603-5574 FAX: (312) 603-4547 sergio, silva@cookcounty/i.gov

SERGIO SILVA CONTRACT COMPLIANCE OFFICER CONTRACT COMPLIANCE COOK COUNTY GOVERNMENT

COOK COUNTY SUILDING ROOM 1020 118 N. CLARK STREET CHICAGO, IL 60602



Oscar Navarrete Project Coordinator

onavarrets@haolaworks.org www.haclaworks.org

Hispanic American Construction Industry Association

650 W. Lake Street - Suite 415 - Chicago, il. 60661 (812) 575-0389 FAX (812) 575-0544 Joseph McEvoy Project Manager Construction



HACEA

1 3

Jorge A. Sanchez Project Coordinator

jeanchez@haclaworka.org www.haclaworka.org

HACIA Scholarship Foundation

650 W. Lake Street - Suite 415 - Chicago, IL 60661 (312) 575-0389 FAX (312) 575-0544 16420 S. Kilbourn Ave Oak Forest, IL 60452 P 708.535,3600 F 708.535.6655



S Mechanical, Inc.

HVAC Construction & Service

**Brad Feldmeier** Project Consultant Cell: 708.243.1934 bfeldmeler@smechanical.com



### 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



3100 West Belmont Avenue Suite 10 Chicago IL 60618

o: (773) 478-8680

f. (773) 478-8650

Douglas Mota President

dmota@platacorp.com

General Contracting • Construction Management • Design-Build

Affendae Name



CONSTRUCTION

DESIGN - BUILD

DEVELOPMENT

Peter G. Oldendorf Project Mahager

333 W. Wacker Drive, Ste. 250 Chicago, Illinois 60606 Direct: 312.298.1252 Fax: 312.298.1253 Cell: 224.279.7367

pgoldendori@leopardo.com

Attendee warne:

Earl I. Manning Jr. Program Director PMCM Division

ARCADISUS., Inc. 120 South LaSalle Street, Suite 1350 Chicago, 1 60603 USA D. 312 229 5484 M. 808 989 3361 www.arcadis-us.com earl.manning@arcadis-us.com



### SYNNOV GROUP, INC

**Excellence** in Project Controls

Melissa Angelucci

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Melissa.Angelucci@symnovgroup.com

Vice President www.synnovgroup.com

(773) 294-4941 1539 Club Drive Glondale Heights, IL 60139

Mark S. Kadziela

markicadzielaegmail.com

Pagoda Electric & Construction Inc. 1788 Cornell Road • Florencer, 9.1 60482

Dr. Shorty Mills, PhD

shortmills@gmail.com

Phone: 708-263-9540 Fax: 708-647-6368 smills@pagodaelectric.com



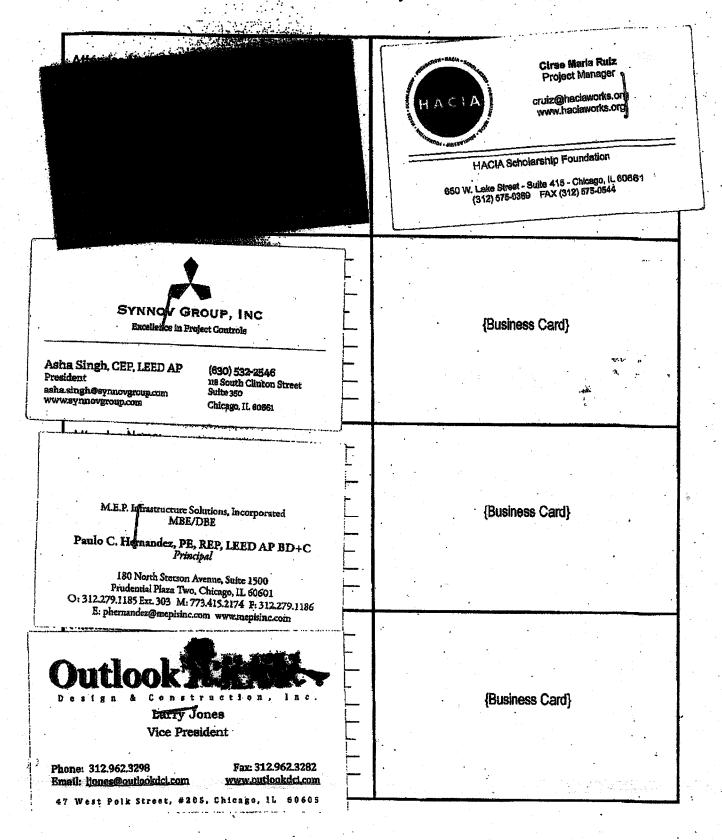
Cirse Maria Ruiz Project Manager

cruiz@haciaworks.org www.haclaworks.org

HACIA Scholarship Foundation

850 W. Lake Street - Sulte 415 - Chicago, IL 60661

# 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 FIRST PRE-BID CONFERENCE 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 SECOND PRE-BID CONFERENCE 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

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

	ent Factor: Contractor shall multi ined in Article II.B, JOC General			ook 2.
	(Specify to four (4) decimal places	3)	J .	
<ol> <li>Award Criteria Figure: Configure calculated on Bid Formula</li> </ol>	ontractor shall include, in the space orm 2G	ce provided bel	ow, the Aw	ard Criteria
		7		
	(Specify to four (4) decimal places	s)		
BID DUE DATE				
BID DUE DATE	4.22			
Bids are to be received no later t	han 10:00 AM on-FBD,			
Bids are to be received no later to Cook Procurement Office, Ten	han 10:00 AM on TBD, <b>(ink) 10:</b> ith Floor, Room 1018, County of (			
Bids are to be received no later to Cook Procurement Office, Ten	· · · · · · · · · · · · · · · · · · ·			
Bids are to be received no later to cook Procurement Office, Ten Chicago, Illinois 60602.	· · · · · · · · · · · · · · · · · · ·			
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Bids are to be received no later to Cook Procurement Office, Ten Chicago, Illinois 60602.  ADDENDUM RECEIPT  The receipt of the following adde	oth Floor, Room 1018, County of 0	Cook Building,	118 North (	
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## 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 Page ACO.  Company Name: Studio ACO.	
Company Address: 329 W. 18TH ST.  CHICAGO TL GOGIG  SOFTE 904 A  Telephone: 517 846.6415	{Business Card}
Fax:	
Attendee Name:	
Company Address:	{Business Card}
Telephone:	140-14
Please print clearly	
Attendee Name:	
Company Name:	{Business Card}
Company Address:	
E-Mail:	
Please print clearly Attendee Name:	
Company Name:	
Company Address:	{Business Card}
Telephone: Fax:	
E-Mail: Please print clearly	

### 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.
- 2. Change #2 Replace Page 79of Book 1 Solicitation Package with Attachment 2, Revised Page 79A. Bid due date inserted.
- 3. Change #3 Replace Page 83 of Book 1 Solicitation Package with Attachment 3, Revised Page 83A. Bid due date inserted.
- 4. Change #4 Replace Page 87 of Book 1 Solicitation Package with Attachment 4, Revised Page 87A. Bid due date inserted.
- 5. Change #5 Replace Page 91 of Book 1 Solicitation Package with Attachment 5, Revised Page 91A. Bid due date inserted.
- 6. Change #6 Replace Page 95 of Book 1 Solicitation Package with Attachment 6, Revised Page 95A. Bid due date inserted.
- 7. Change #7 Replace Page 99 of Book 1 Solicitation Package with Attachment 7, Revised Page 99A. Bid due date inserted.
- 8. Change #8 Replace Page 103 of Book 1 Solicitation Package with Attachment 8, Revised Page 103A. Bid due date inserted. 9. Change #9 - Replace Page 107 of Book 1 Solicitation Package with Attachment 9, Revised Page 107A. Bid due date inserted.
- 10. Change #10 Replace Page 111 of Book 1 Solicitation Package with Attachment 10, Revised Page 111A. Bid due date inserted.
- 11. Change #11 Replace Page 115 of Book 1 Solicitation Package with Attachment 11, Revised Page 115A. Bid due date inserted.
- 12. Change #12 Replace Page 119 of Book 1 Solicitation Package with Attachment 12, Revised Page 119A. Bid due date inserted.
- 13. Change #13 Replace Page 123 of Book 1 Solicitation Package with Attachment 13, Revised Page 123A. Bid due date inserted.

ORIGINATED BY:

Danuta Rusin

Senior Contract Negotiator

CHIEF PROCUREMENT OFFICER



#### 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

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**

# 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 decuments 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

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Attendee Name: CALVIN For Company Name: Pit Stop Jawitonal Save 95 PARTON Aue CALVINET, CITTLE Company Address: Calvinet Citt, IUL 60801  Telephone: 708-805-4766  Fax: E-Mail: First class 3025(A) quantity  Please print clearly	<b>上るが409</b> {Business Card}
Attendee Name: DAFA Tawa S Company Name: DJT CO	
Company Address: 15941 S, HARLSM AVE SUITE FROM TRALEY PARK (L. 60477	{Business Card}
Telephone: 708-860-7802 Fax: 1-866-502-6030 E-Mail: +hed+coalAllong Please print clearly	in the second se
Outlook Larry Jones	{Business Card}
Vice President  Phone: 312,962,3298  Email: ijones@outlookdci.com  47 West Polk Street, #205, Chicago, IL 60605	7
IQ International Quality Contracting	Pull Spiel Capelity Contractor
24225 Volkrecht Rd Crete, IL 60417 Phone: 708.697.1204 Fac: 708.672.6769 Sarah Birungi	New Hoosing Reon McCorti Reon Additions Finish Carpenty Metal Stuf Framing Caltur Residential & Commercia  Caltur Residential & Commercia  Caltur Residential & Commercia
CEO IQcontract@gmail.com General Contractor Certified Mold Remediator	Office: 708.335,6406

Certified Mold Remediator

Fest: 708.335.3265

### Pre-Bid Mig. Sign-In Sheet - June 4, 2015 Brookfield Zoo, Discovery Room at 10:09 AM Contract #1555-14475 - County-wide Job Order Contract



CT Mechanical

Laura Cannilf Senior Project Manager

1070 North Garlield Lombard, IL 60148 p 680.227.1700 c 773,495,4364 i 847,488,1870 e lossyllfactmybs.com

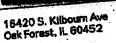
Trease print clearly

1723 B. 714t Street Children, Il. 60649

Call Phi (778),412-8998

Phoenix location: (602) 274-7014





P 708.535.3600 F 708.535.6655



S Mechanical, Inc.

Daniel Nolan Business Menager

C 708.906.0386 dnolan@smechanical.com



ELECTRICAL, LIGHTING & SOLAR SERVICES DBE/WBE

Kathy Esposito President

1650 E. State Penisons, Suite C - Schelmburg, IL 65173 Phone: 847-882-0807 Bbt 111 - Fex: 847-882-0806

Contract #1555-14475 - County-wide Job Order Contract Pre-Bid Mig. Sign-in Sheet - June 4, 2015 Brookfield Zoo, Discovery Room at 10:00 AM



MIKE STOTSKY

Office: 808,358,844 Far: 639,256; Mobile: 636,675,0648 Emili: 5ale:@encontact

Corpsients
Principal, IL Apple
Detrolons Principals
J333 AL. Prespect RA.
Frenkin Park, IL 40137



MBE DBE SBA 8(a)



FAX 778-876-1501 PALE BORRE CONSTRUCTION CONSTANTY
2007 BOUTH INNIGHEL BLYD. • CHROAD
778-523-4111

Email: Chimison@sccahome.com

Mobile: 708-207-7157

EMAIL: Janiah Opposituation com

Certified Wilk and DME Established 1998

£ % 680.586.9586 c # 680.207.0078

6 % susan nelson prutumnoconstruction.com

448 Eleanbower lane South, Lombard, Illinois 60148 www.authumioner.ucidon.com

CT Mechanical

Monica Green Safety Director

6180 River Rd
hodgidne, il. 66525
Celling: 708-417-1722
Fex: 708-364-4221
Maning@legnangecrane.com
Fex: 708-417-1722
Maning@legnangecrane.com
Maning@legnangecrane.com
Fex: 708-417-1722 Mike Ahrogor Project Managor

\*

Applied Controls & Contracting Services, Inc.
Tweetentus Connol Building Automation Systems

South Holland, IL. 60473-2030 539-541 W. Taft Drive

Tel: 708-596-7400 Fax: 708-596-1020

George N. Kinnison, President

JAMES CRINICH MOJECT MANAGER

SUSHIN NELSON President

+ > 6.90.698.9595

# 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 Turnguisi	
Attended Marie:	
Company Name: BROAD WAY ELECTRIC	-41C
Company Address: X31 Dak Hin St	
Ell Class II.	{Business Card}
Elk Grove Village	(Duonicos Card)
040 200	
Telephone: 847-593-000/	
Fax:	
E-Mail:	
Please print clearly	,
Attacked D. U.S.	
Attendee Name: Don't Likburch	
Company Name: Regulati Industries Inc.	
Company Address: 741 S. Rade &3	
Flonburst IL 60126	{Business Card}
	74. L
Telephone: \$30 - 833 - 9100	*
Fax: 630 - 8-33 - 9/08	
E-Mail: de lie bourh e mandad linda com	
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Please print clearly	
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Attendee Name:	
Company Name:	
Company Address:	
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Telephone:	
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Company Name:	
Company Address:	
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Talanhan	
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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: BIN Nowataki Company Name: JM Palcure, INC.	Chicago Commercial Construction
Company Address: 10127 W. Rassevelth Westchester IL. 60154	Scott Joslyn Estimator sjoslyn@ccc-chicago.com 773-936-3527 Cell
Telephone:	
Attendee Name: STEDHEN DAUNIS Company Name: Pervix Grave P  Company Address: 151 6 22 ND 51	WESTBROOK CAPITAL, INC. Funding The Entrepreneurial Spirit
Telephone: 512 Lets 9180 Fax:	Gerald Doles - President
E-Mail: STAUNIS @ Parnx Crowp. (om Please print clearly	gdoles@westbrookcapital.com Tel 708-579-9696 www.westbrookcapital.com Fax 708-579-5426 P.O. Box 654, LaGrange IL 60525 Cell 708-642-7893
	Licensed Bonded Insured  Contracting Group  DJT co.
	Property Development Certified MBE City of Chicago E-mail THEDITCO@AOL.COM  Daryl Towns Sr. Owner Direct 772-386 Office 708-479-1150 Fax 1-866-620-8331
	ARUS FUNDANTE NE. Realight Commercial Industrial Make America
Jim Heidiorn  Senior Vice President  312 N. May St., Suite 110, Chicago, H. 60607 • 1624 Colonial Plony., inverness, H. 60067  Phone 312-432-1070 • Oall 947-417-9076 • Fax 312-432-1071  jim-krm@discylobalnet • werekrmiller.com	Estimator/Project Manager Aguzohimbinginc@grasil.com  630-546-7216 Serving All Of Chicago Land Area MBR Carrifled Licensed Bonded Insured

	(0)		
	(Specify to four (4) decimal	places)	
4. Award Criteria Figure: Contract Figure calculated on Bid Form 2N	or shall include, in the	space provided below	, the Award Criteria
	(Coordinate form (4) decimal		
BID DUE DATE	(Specify to four (4) decimal	piaces)	
	340788838877497		
Bids are to be received no later than 10			
of Cook Procurement Office, Tenth Floo			
of Cook Procurement Office, Tenth Floo Chicago, Illinois 60602.			
of Cook Procurement Office, Tenth Floo Chicago, Illinois 60602.  ADDENDUM RECEIPT	or, Room 1018, Count	y of Cook Building, 11	
of Cook Procurement Office, Tenth Floo Chicago, Illinois 60602.	or, Room 1018, Count	y of Cook Building, 11	
of Cook Procurement Office, Tenth Floo Chicago, Illinois 60602.  ADDENDUM RECEIPT	or, Room 1018, Count	y of Cook Building, 11	8 North Clark Street,
of Cook Procurement Office, Tenth Floor Chicago, Illinois 60602.  ADDENDUM RECEIPT  The receipt of the following addenda to Addendum No	the Contract Docume	ents is acknowledged:	8 North Clark Street,
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4. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Critering 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 or 100 AM O	Pre-priced Task as determ	Tined in Article II.B, JOC Gen		
4. Award Criteria Figure: Contractor shall include, in the space provided below, the Award Criter 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 FBB. 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				
(Specify to four (4) decimal places)  BID DUE DATE  Bids are to be received no later than 10:00 AM on TBB July 40, 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		(Specify to four (4) decimal	— places)	
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Bids are to be received no later than 10:00 AM on FBD. July 16, 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				
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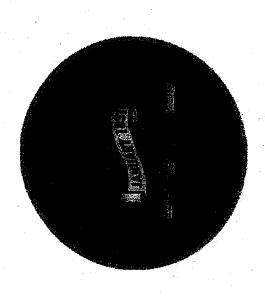
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	Non Pre-priced Adjustm Pre-priced Task as determ	inea in Article i	ii.b, 300 G				1 DOOK 2.
		(Specify to	four (4) decim	al places)			
4.	Award Criteria Figure: C	ontractor shall i	include in t	he space n	rovided be	elow the	Award Criteria
	Figure calculated on Bid F	orm 2R-SBE		, o opaso p		, , , , , , , , , ,	indra Ontona
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# Job Order Contracting

Document No. 1555-14475

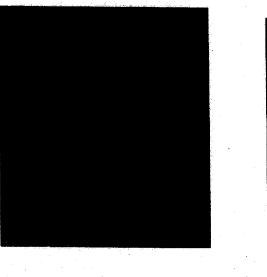
Pre-Bid Meeting: June 2015

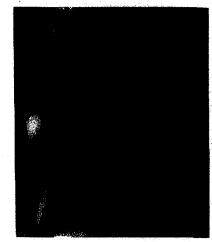
### **Topics**

- 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

### **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.

### JOC - Elements

- 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?

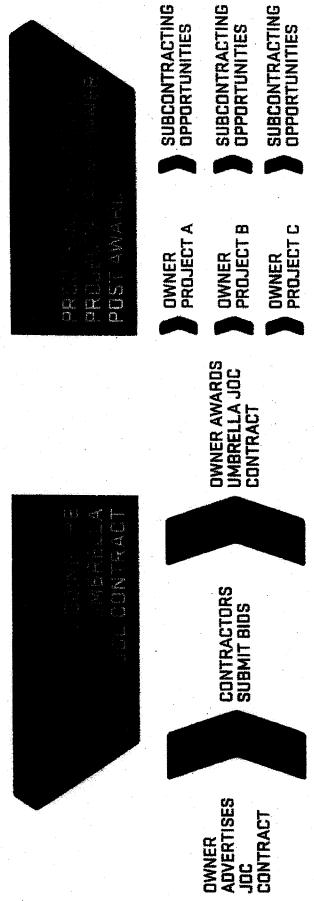
### Award Based on Competitive Bids

- 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 -Overall

### We are at Part



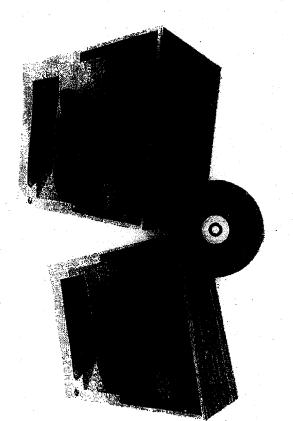
### œ

### JOC Process - # of Awards

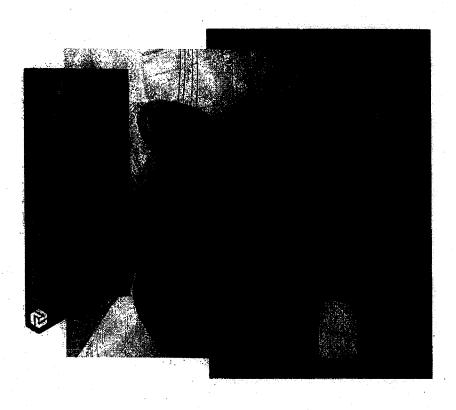
The County is intend to award to the number of contracts based on the chart below.

Solicitation #	Discipline	Potential Contract Awards	Bid Deposit	Estimated Annual Value	Contract Term	MBE Participation Goal	WBE Participation Goal	Goog Figure 1
	General Construction	4 Awards	\$25,000	\$3,500,000	2 Years	24%	10%	34%
	Mechanical Construction	2 Awards	\$25,000	\$2,500,000	2 Years	24%	10%	34%
	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%
<del></del>	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%
	SBE General Construction	2 Awards	\$25,000	\$1,500,000	2 Years	78S	SBE GOAL = 51%	
<del> </del>	SBE Mechanical Construction	1 Award	\$25,000	\$1,000,000	2 Years	18S	SBE GOAL = 51%	
<del> </del>	SBE Efectrical Construction	1 Амагд	\$25,000	\$1,000,000	2 Years	18S	SBE GOAL = 51%	
<del> </del>	SBE Highway / Site Work	1 Award	\$25,000	\$750,000	2 Years	BS .	SBE GOAL = 51%	
<b></b>	SBE Demolition	1 Award	\$25,000	\$750,000	2 Years	18S	SBE GOAL = 51%	
	SBE Residential Construction	1 Award	\$25,000	\$0	2 Years	SBE	SBE GOAL = 51%	

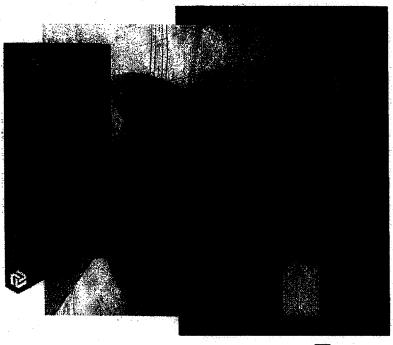
- Book 1 Contract Information, Instructions to Bidders, Condition of Contract, and Execution Documents
- Book 2 General Conditions and Special Conditions
- **Book 3 -** The Construction Task Catalog
- Book 4 The Technical Specifications



- **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

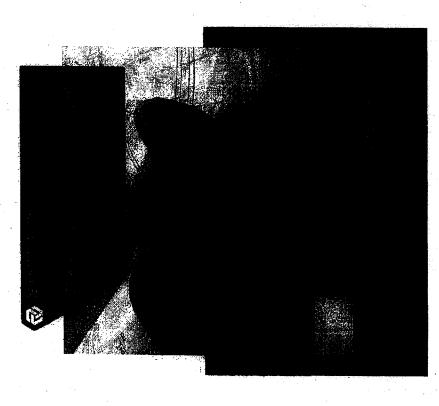


- Book 2 General Conditions and Special Conditions
- Section 1 General Conditions
- Section 2 General Requirements
- Section 3 DBE, M/WBE Conditions, and Small Business Construction Initiative
- Section 4 Liquidated Damages
- Section 5 JOC Special Conditions
- Section 6 Special Conditions for Job Orders 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<sup>®</sup> (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

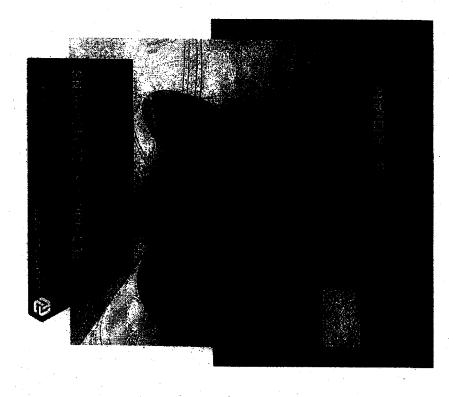


### **Book 4 - Technical Specifications**

- **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

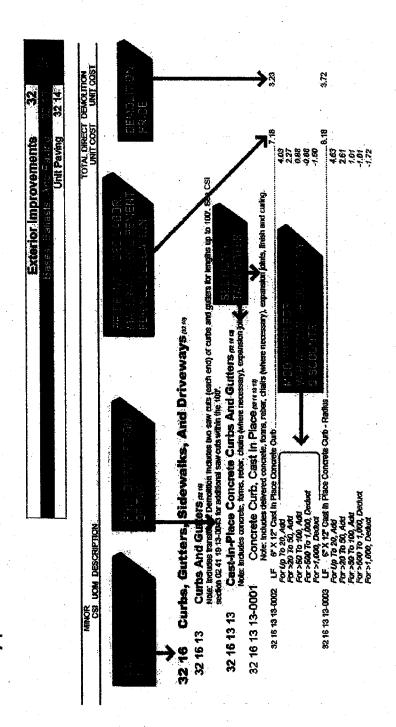
### The Technical Specifications:

- Specify Quality of Materials and Workmanship
- Correspond with Tasks in the Construction Task Catalog®



# UNDERSTANDING THE CONSTRUCTION TASK CATALOG

- Construction Task Catalog<sup>®</sup> (CTC)
- Typical Task:



# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

- understand "Using the Construction Contractor must review and Task Catalog""
- Rules of the game
- Make sure you get paid for all appropriate tasks
- Pages 00 1 to 00-8 of the CTC

## GOTO IAN

**ETC I**nformation

Using The Construction Task Catalog®

Equipment costs include all operating expenses such as fiel, electricity, lubricants, etc.

## MATERIAL COSTS:

This Construction Task Catalog® was developed and customized by The Gorden Group, Inc. specifically for New York State Department of Transportablou, price locally using current labor, material and equipment costs, and published in

The Gordian Group, Inc. Roenses the use of this

- 62 Material costs include the cost of the material being installed and all incidentats and accessories integral to the installation.
  - Material costs include manufacturer's and/o CTC and other proprietary information and software for the softe purpose of providing Job Order Commercing services to New York State Department of Transportation. Use of The Gordan Group's CTC and other proprietary information and coheren for any other purpose or say other entity is oppressly prohibited without the express written consent of The Gordan Group, inc.
- overhay ceiling tie, pipe, conduit, cancette, wall coverhay, ceiling tie, pipe, conduit, concrete, etc. histode an allowance for weele. This fist is not histode an all inclusive, but descriptive of the types of construction materiels that are typically sold in standard lengths, sizes and weights.

## The limit Prices Include

## LABOR COSTS:

toreperson fevel et straight-time prevailing wage reites intelling fringe beseiffs and aufbrustrat for Social Security and Medicare boxes, voriter's compensation, unemployment insurance and Labor costs include direct labor through the working

in the CTC.

- El Labor costs are based on workers familiar with and skilled in the performance of the task following
- Labor costs include line lost for normal work beats, bloud, measuring and utilitied to ft, cheanup of regular construction debins, inspection, permit compliance, jub meetings and startup.

## EQUIPMENT COSTS:

Equipment costs include all equipment requires to accomplish the task including rigging and mobilization, except large equipment (e.g. cranes.

## Complete and In-Place Construction:

- that prices are for complete and in-pleto construction and in-pleto construction and include all labor, equipment and malerial required to complete the task as described
- materials, trote and equipment on sile; moving, materials, tools and equipment from alongog sines or bruck up to 2 % stories (2 stories with an albb) and within 125 to reach the site. Unit Prices include delivery, unloading and storing
  - greater than 2 % storkes and handling material and equipment more than 125' (See 01680).
- 52 Unit prices for imported materials (eggingate, sand, sol) etc.) include delivery up to 15 miles from fine
- Unit prices include all fistements such as archor boths, lag boths, actives, achtenius, wedge archors, appeared such actions of a special difficulties from a parameter fistement lapad separately difficulties. Festement lapad separately in the CTC are for use with Owner furnished

January 2013 NYS Department of Tremportation, Region 9 Bridge Waler

\* See Handout

# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

## Include All Appropriate Tasks:

											\$4,056.93	/400	\$10.14	
•	\$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	H	11	11	14.75	13/75	20%	13.76			
	\$5.06	\$2.04	\$0.63	\$0.18	\$402.63	\$3.75	\$3.75	\$3.42	\$3.42	\$0.51	\$15.14			
	SF	S.	ЗF	SF	EA	ζ	Ω	ζ	ζ	СУМ	λ			
•	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

# 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:
- Direct Labor Rate without fringes (for Trades not Construction Task Catalog®)
- Direct Material Costs (supported by three supplier
- (for Equipment Direct Equipment Costs Construction Task Cetatog®) Ü

**Total Cost of Non Pre-Priced Task** =  $(A+B+C) \times Non Pre-priced Adjustment Factor$ 

For Work Performed with by Subcontractors:

D = Subcontractor Costs (supported by three Subcontractor

**Total Cost of Non Pre-Priced Task** =  $(A+B+C+D) \times Non Pre-priced Adjustment Factor$ 

## CALCULATING THE BID – ANALYZING THE CTC

## Recommended Method

## Use Historical Project Data

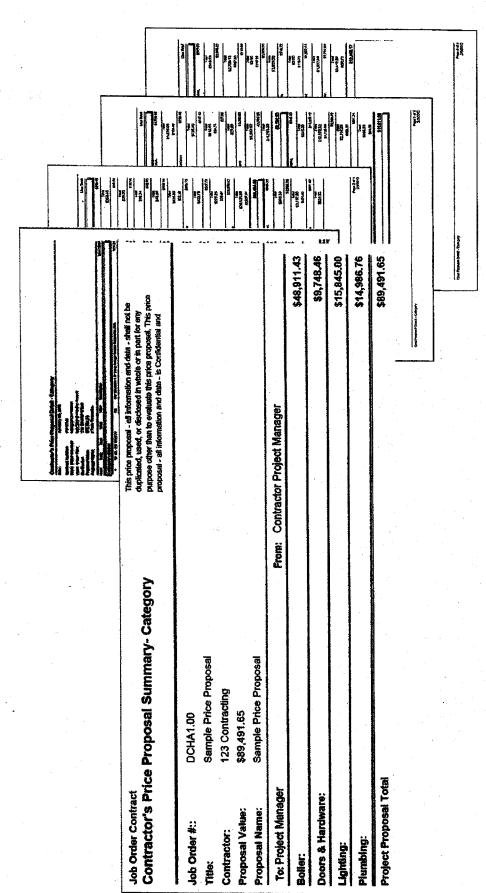
- Select a Completed Project
- You Know Scope and Direct Costs
- Price Project From CTC
- Add on Overhead and Profit
- Calculate the Adjustment Factor

## Alternative Method

## 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 - PRICE PROPOSAL



# 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

# CALCULATING THE BID – CTC PRICE vs. CONTRACTOR COSTS

<ul> <li>Direct Cost of Work from</li> </ul>	Quotes or Estimates
t of Work from	
<ul> <li>Direct Cost of Work</li> </ul>	CTC

 Replace Boiler \$ 48,911.43 Replace Boiler

Doors and Hardware

\$ 9,250.00

\$ 47,500.00

\$ 9,748.46

Doors and Hardware

Lighting

\$ 15,845.00

\$ 16,750.00 \$ 12,500.00

Plumbing

Lighting

Plumbing \$ 14,986.76

\$ 89,000.00

TOTAL =

\$ 89,491.65

TOTAL =

# CALCULATING THE BID - PUTTING IT ALL TOGETHER

\$89,491.65	Price From CTC	u.
\$107,690.00	Subtotal (Cost & O/H & Profit)	ய்
\$ 9,790.00	Profit 10%*	Ö.
\$97,900.00	Subtotal (Cost & O/H)	ن
\$ 8,900.00	Overhead 10%*	æ.
\$89,000.00	Direct Cost of Work from Quotes	Ä.

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<sup>®</sup> 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

(Specify to four (4) decimal places)

\* Sample only

Other Then Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Officer 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:

## 1.2685

(Specify to four (4) decimal places)

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

## 1.2000

(Specify to four (4) decimal places)

Award Cotteria Figure: Contractor shall include, in the space provided below, the Award Criteria
Figure calculated on Bid Form 2G

## 2226

(Specify to four (4) decimal 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.

## QUESTIONS?

## CALCULATING THE BID - THE BID FORMS

## BIDDER NAME:

Normal Working Hours Adjustment Factor	by .60	Other Than Normal Working Hours	by 30	Non Pre-priced Adjustment Factor	y.10=	Figure 1.2226
Normal Worki	Multiply Line 1 by .60	Other Than N	Adjustment Factor Multiply Line 3 by .30	Non Pre-price	Multiply line 5 by .10 =	Award Criteria Figure (Add lines 2, 4, and 6)
Line 1.	Line 2.	Line 3.	Line 4.	Line 5.	Line 6.	Line 7.



## 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

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. 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. 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. Responses to Questions:

1. 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.

ORIGINATED BY: Danuta Rusin

Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

## CONTRACTOR ADJUSTMENT FACTORS

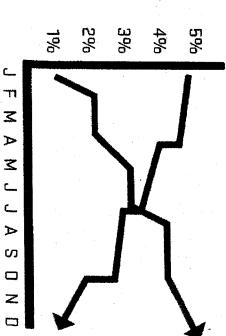
- Importance of Adjustment Factors
- Determines low bidder AND
- Used to price individual Job Orders
- Price proposal total becomes the lump sum Job Order amount

TOTAL FOR TASK	11	ADJUSTMENT FACTOR	×	YTITNAUQ	×	UNIT PRICE
TOTAL FOR TASK	11	ADJUSTMENT FACTOR	×	PUANTITY	×	UNIT PRICE
TOTAL FOR TASK	H	ADJUSTMENT FACTOR	×	YTITNAUQ	×	UNIT PRICE

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**
- Percentage x Original Adjustment Factors = New Adjustment Factors for Next Year
- 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

If you are awarded with a contract(s), then you will be participating in Part 2





ADVERTISES JOC

**DWNER** 

CONTRACT





U











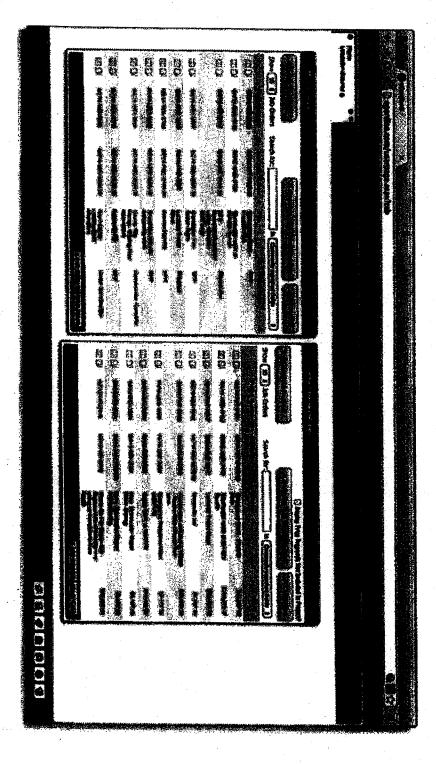
## **HOW Do We Issue WORK?**



- 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:

Chicago, IL 60602 Bid Box, Room 1018, County Building 118 N. Clark Street

- 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

## BID SUBMISSION

## DOCUMENT SUBMITTAL CHECKLIST

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

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Certified Certificate of Eligibility (Required for lagracy/Size Work Contract Only)	Economic Disclosure Statement  a. Section 2 - Certifications  b. Section 3 - Required Disclosures  b. Cook County Affidavit of Child Support Obligations  1) Cook County Disclosure of Ownership Interest Statement  2) Cook County Disclosure Form  3) Sworn Familial Relationship Disclosure Form  c. Section 4 - Contract and Economic Disclosure Statement Execution Pages  c. Section 5 - Cook County Signature Page (16 by last Mark - County to compete Mark)	Affidavit Veteran's Workplace Preference and Public Work Contracts (# applicable)	Veteran's Preference For VBE and SDVBE (#applicable)	Key Personnel	Confidentiality Form	Responsible Bidder Requirement	Affidavii of Small Business Requirement Required for SBE Contracts Chily	MBE/VBE/DBE/SBE Participation Plan	Electrical License(s) (Required for Beckled Construction Contract Only)	Mechanical License(s) (Required for Mechanical Construction Contract Only)	County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE of applicable)	Statement of Relevant Experience	Bid Deposit Form	Contractor Certifications Regarding Labor Standards and Preveiling Wage Rates	MBE/WBE/DRE/SBE Commitment Form	Surety Statement of Qualification for Bonding	Signed Proposal Agreement	Bid Form 2 - Determination of the Award Criteria Figure	. Big Form 1 - Screedise of Frices

\* See Handout

Swom Affidavit of Availability (Required for Highway/Site Work Combact 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, Senior Contract Negotiator Danuta.Rusin@cookcountyil.gov



## 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 IR. 8th District

PETER N. SILVESTRI
9th District

8RIDGET 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

EIZABETH 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. 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 2B
- Attachment 2: Book 1 Revised Page 79B
- 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 119B
- Attachment 13: Book 1 Revised Page 123B

## RFP No. 1555-14475 - Addendum No. 4 Page 2

## 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.
- 2. Change #2 Replace Page 79A of Book 1 Solicitation Package with Attachment 2, Revised Page 79B. Revised bid due date.
- 3. Change #3 Replace Page 83A of Book 1 Solicitation Package with Attachment 3, Revised Page 83B. Revised bid due date.
- 4. Change #4 Replace Page 87A of Book 1 Solicitation Package with Attachment 4, Revised Page 87B. Revised bid due date.
- 5. Change #5 Replace Page 91A of Book 1 Solicitation Package with Attachment 5, Revised Page 91B. Revised bid due date.
- 6. Change #6 Replace Page 95A of Book 1 Solicitation Package with Attachment 6, Revised Page 95B. Revised bid due date.
- 7. Change #7 Replace Page 99A of Book 1 Solicitation Package with Attachment 7, Revised Page 99B. Revised bid due date.
- 8. Change #8 Replace Page 103A of Book 1 Solicitation Package with Attachment 8, Revised Page 103B. Revised bid due date.
- 9. Change #9 Replace Page 107A of Book 1 Solicitation Package with Attachment 9, Revised Page 107B. Revised bid due date.
- 10. Change #10 Replace Page 111A of Book 1 Solicitation Package with Attachment 10, Revised Page 111B. Revised bid due date.
- 11. Change #11 Replace Page 115A of Book 1 Solicitation Package with Attachment 11, Revised Page 115B. Revised bid due date. 12. Change #12 - Replace Page 119A of Book 1 Solicitation Package with Attachment 12, Revised Page 119B. Revised bid due date.
- 13. Change #13 Replace Page 123A of Book 1 Solicitation Package with Attachment 13, Revised Page 123B. Revised bid due date.

ORIGINATED BY:

Danuta Rusin

Senior Contract Negotiator

CHIEF PROCUREMENT OFFICER

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 FIRST PRE-BID CONFERENCE 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 SECOND PRE-BID CONFERENCE 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

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## 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

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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. 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. 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 - Section 7 Exhibit M - Coalition of Unionized Public Employees (C.O.U.P.E)
 Trades - Page 235 - 255.

## D. Changes:

Change #1 – Insert Attachment 1 to Book 1 Solicitation Package. C.O.U.P.E Trades provided.

ORIGINATED BY:

Danuta Rusin

Senior Contract Negotiator

Channel E ANDREW

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

M

## 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

APPENDIX A

## Chicago and Northeast Illinois District Council of Carpenters, Local 13

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2317	Carpenter	\$42.52	96-01-13
2318	Carpenter Foreman	\$45,02	06-01-13
2321	Lather	\$42,52	06-01-13
2364	Upholster	\$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	Pire Prevention Inspector	\$42.52	06-01-13
1402	Building & Construction Plan Examiner I	\$42,52	06-01-13
1420	Zoning Plan Examiner I	\$42.52	06-01-13

UNION: Chicago Regional District Council of Carpenters

BY: Frank T. John Executive Secretary Francisco

BY:

Thomas E. Ryan, Jr., Business Representative, Local 13

## APPENDIX A

## Chicago Journeyman Plumbers Union, Local 130, U.A.

TOB-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

UNION:

Chicago Journeyman Plumbers Union, Local 130, UA

BY:

James Coyne, Business Manager

## Glaziers, Architectural Metal and Glass Workers Union, Local 27, Chicago & Vicinity

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE	
2320	Glazier	\$40.00	6/1/j3	

UNION:

Glaziers, Architectural Metal & Glass Workers Union, Local 27, Chicago & Vicinity

BY

Terrence Fitzmaugice, Business Manager

## International Association of Heat and Frost Insulators & Ashestos Workers, AFL-CIO, Local 17

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2342	Pipe coverer	\$46,95	06-01-13
2368	Pipecoverer Foremen	\$49.45	06-01-13
2388	Pipecoverer Material Handler	\$35,21	06-01-13
2389	Pipecoverer Pre-Apprentice		06-01-13

UNION:

International Association of Heat & Frost Insulators and Asbestos Workers,

AFL-ClO, Local 17

BY:

Brian Giynn, Business Manager

# International Association of Machinists & Aerospace Workers, AFL-CIO, Local 126

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2331	Machinist.	\$43.92	87-01-13
2339:	Machinist Foreman	\$46.42	07-01-13

UNION:

International Association of Machinists & Aerospace Workers, AFL-CIO, Local 126

BY:

fosoph M. Pijanowski, Directing Business Representative

## 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

## International Brotherhood of Electrical Workers, Local 134 (IBEW)

JOB CODE	TITLE REPRESENTED	WAGE RATE	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	Electrical 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

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INTON-	International Protherhood of Flectrical Workers	Local	134

BY:

Terry Allen, Business Manager

BY:

Don Finn, Business Representative and Financial Recording Secretary

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## 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:

International Union of Elevator Constructors, Local 2

BY:

Dan Baumann, Business Manager

## International Union of Operating Engineers, Local 150, AFL-CIO

JOB CODE	TITLE 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

UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY:

James Sweeney, President and Business Manager

## Journeymen Plasterers Protective and Benevolent Society, Local #5

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2361	Plasterer	\$45.25	07-01-13

UNION:

Journeymen Plasterers Protective and Benevolent Society, Local 5

BY:

John A. Manley, Business Manager

## Painters' District Conneil No. 14, International Brotherhood of Painters and Allied Trades

JOB CODE	TTILE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2354	Painter	\$40.75	6/1/13
2356	Painter Forcinan	\$45.75	60/13
4008	Painter Apprentice		6/1/13
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UNION:

Painters' District Council No. 14, International Brotherhood of Painters and Allied Trades

BY:

Torrence Ritzmaurige, Business Manager

## Pipe Fitters Association, U.A., Local 597

JOB CODE	TITLE REPRÉSENTED	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

UNION: Pipe Fitters Association, UA, Local 597

BY:

BY: James Puchanan

Jarnes Buchanan, Business Manager

Harrison Mailey Ruciness Representative

## 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:

Sewer & Tunnel Miners Union, Local 2

Laborers' International Union of North America

BY:

Douglas Binder, Secretary-Treasurer

## Sheet Metal Workers' International Association, Local No. 73

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

UNION:

Sheet Metal Workers' International Association, Local 73

BY:

Rocco Terranova, President and Business Manager

## 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, Edsiness Manager

## State and Municipal Teamsters, Chauffeurs and Helpers Union, Local 700

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 Repairman)	\$34,51	06-01-14

UNION:

State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700

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## Administrative District Council #1 of Illinois

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	2311	Brickliver	\$41.58	6/1/13	
i	2312	Bricklayer Foreman	845.74	6/ 1/13	
ļ	2431	Martile Polisher	\$30.52	6/1/13	

WAGERATE

EFFECTIVE DATE

UNION:

JOB CODE TITLE REPRESENTED

Administrative District Council #1 of Illinois

BY:

James Allen, President

BY:

Michael Lowery, Secretary-Treasurer

## APPENDIX A (Cook County Sheriff)

## International Brotherhood of Electrical Workers, Local 134 (IBEW)

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFEECTIVE DATE
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

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## International Union of Operating Engineers, Local 150, AFL-CIO

JOB CODE	TITLE 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

UNION: International Union of Operating Engineers, Local 150, AFL-CIO

BY:

James Sweeney, President and Business Manager

# Administrative District Council #1 of Illinois (Cook County Sheriff)

JOB GODE TIPLE REPRESENTED	WAGERATE	EFFECTIVE DATE
	***************************************	EFFECTIVE DATE
2431 Marble Polisher	\$30,52	6/1/13

UNION:

Administrative District Council #1 of Illinois

BY:

James Allen, President

Mike Lowery, Secretary-Treasurer