# CONTRACT FOR WORK DOCUMENT NO. 1555-14475 GC SBE14



**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

# THIS PAGE LEFT INTENTIONALLY BLANK

# **TABLE OF CONTENTS**

ADVERTIS	EMENT FOR BIDS	1
DOCUMEN'	T SUBMITTAL CHECKLIST	3
ECTION 1	- CONTRACT INFORMATION	5
CI-01	DEFINITIONS	5
CI-02	OVERVIEW OF THE CONTRACT	9
CI-03	GENERAL CONTRACT INFORMATION	
CI-04	CONTRACT BASE PERFORMANCE PERIOD	
CI-05	CONTRACT AMOUNT	
CI-06	CONTRACT DOCUMENTS	
CI-07	ADJUSTMENT FACTORS	
CI-08	BID PRICING	
CI-09	BASIS OF AWARD (AWARD CRITERIA FIGURE)	
CI-10	ASSIGNMENT OF WORK	
CI-11	ELIGIBILITY	
CI-12	WAGE RATES	
CI-13	OFFICE	
SECTION 2	- INSTRUCTIONS TO BIDDERS	17
IB-01	COMPLIANCE WITH LAWS - PUBLIC CONTRACTS	17
IB-02	PREPARATION OF BID	
IB-03	PRICES FIRM	
IB-04	SUBMISSION OF BID	
IB-05	WITHDRAWAL OF BID	
IB-06	BID DEPOSIT	
IB-07	PRE-BID CONFERENCES	
IB-08	BIDDER WARRANTIES	
IB-09	CONSIDERATION OF BIDS	
IB-10	ACCEPTANCE OF BID.	
IB-11	COMPETENCY OF BIDDER	
IB-12	PERFORMANCE AND PAYMENT BOND	
IB-13	FAILURE TO FURNISH BOND	
IB-14	RETURN OF BID DEPOSIT	
IB-15	CATALOGS	
IB-16	TRADE NAMES / SUBSTITUTIONS	
IB-17	INTERPRETATION OF CONTRACT DOCUMENTS	
IB-18	CASH BILLING DISCOUNTS	
IB-19	TAXES	
IB-20	ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS	
IB-21	REQUIRED UPDATES	
IB-22	ADDITIONAL INFORMATION	
IB-23	BIDS TO CONFORM IN CONDITIONS OF ADVERTISING COOK COUNTY	
	ORDINANCE CHAPTER 34, SECTION 136	
IB-24	EXCEPTIONS	
IB-25	BID RIGGING - BID ROTATING	24
IB-26	COOPERATION WITH INSPECTOR GENERAL	
IB-27	BID DISPUTES	
IB-28	LOCAL BUSINESS PREFERENCE COOK COUNTY ORDINANCE CHAPTI	=R

Cook County		
	34, ARTICLE IV, DIVISION 6, SECTION 34-230	25
IB-29	RE-ENTRY EMPLOYMENT EARNED CREDITS	25
IB-30	ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS	
ID 04	CONTRACTS	25
IB-31	ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES	25
SECTION 3	- CONTRACT INSURANCE REQUIREMENTS	27
INSURAN	CE FOR 1555-14475-GC & SBE-GC: GENERAL CONSTRUCTION	27
	CE FOR 1555-14475-MC & SBE-MC: MECHANICAL CONSTRUCTION	
	CE FOR 1555-14475-EC & SBE EC: ELECTRICAL CONSTRUCTION	
	CE FOR 1555-14475-SW & SBE SW: HIGHWAY / SITE WORK	
	CE FOR 1555-14475-D & SBE-D : DEMOLITION	
	CE FOR 1555-14475-RC & SBE-RC: RESIDENTIAL CONSTRUCTION	
<b>SECTION 4</b>	-WAGE RATES	47
SECTION 5	-BID FORMS AND EXECUTION DOCUMENTS	73
BID FORM	M 1G - SCHEDULE OF PRICES	73
BID FORM	W 2G - CALCULATION OF THE AWARD CRITERIA FIGURE	75
	M 1M - SCHEDULE OF PRICES	
BID FORM	M 2M – CALCULATION OF THE AWARD CRITERIA FIGURE	79
BID EOD	M 1E - SCHEDULE OF PRICES	01
	W 2E – CALCULATION OF THE AWARD CRITERIA FIGURE	
DID I OIN	WIZE - CALCOLATION OF THE AWARD CRITERIA FIGURE	
BID FOR	M 1SW - SCHEDULE OF PRICES	85
BID FOR	W 2SW – CALCULATION OF THE AWARD CRITERIA FIGURE	87
BID FOR	M 1D - SCHEDULE OF PRICES	89
BID FOR	W 2D – CALCULATION OF THE AWARD CRITERIA FIGURE	91
515 565		
	M 1R - SCHEDULE OF PRICES	
RID FORI	M 2R – CALCULATION OF THE AWARD CRITERIA FIGURE	95
RID EOD!	M 1G-SBE - SCHEDULE OF PRICES	07
BID FOR	M 2G-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	97
BID FORI	M 1M-SBE - SCHEDULE OF PRICES	101
BID FOR	M 2M-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	103
BID FORI	M 1E-SBE - SCHEDULE OF PRICES	105
BID FORI	M 2E-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	107
n		
BID FORI	M 1SW-SBE - SCHEDULE OF PRICES	109
RID FORI	M 2SW-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	111
BID EODI	M 1D-SBE - SCHEDULE OF PRICES	112
RID FOR	M 2D-SBE – CALCULATION OF THE AWARD CRITERIA FIGURE	115

	EDULE OF PRICES CULATION OF THE AWARD CRITERIA FIGURE	
PROPOSAL AGREEMENT	ΓS	121
	DOCUMENTS TO BE EXECUTED AND SUBMITTED WITI	
	OF QUALIFICATION FOR BONDING	
	IENT FORM	
CONTRACTOR CERTIFIC	CATE CONCERNING LABOR STANDARDS E REQUIREMENTS	
BID DEPOSIT FORM		135
	=	
COUNTY OF COOK OFFI	CE OF CONTRACT COMPLIANCE AFFIDAVIT OF JOINT BE)	
	CTRICAL, LICENSE	
MBE/WBE/DBE/SBE PAR	TICIPATION PLAN	161
AFFIDAVIT OF SMALL BU	JSINESS STATUS	163
RESPONSIBLE BIDDER I	REQUIREMENT	165
CONFIDENTIALITY AGRE	EEMENT	167
KEY PERSONNEL		169
VETERANS PREFERENC	CE FOR VBE AND SDVBE	171
	VORKPLACE PREFERENCE AND PUBLIC WORKS CONTR	
ECONOMIC DISCLOSUR	E STATEMENT	175
SECTION 1	- INSTRUCTIONS FOR COMPLETION OF THE ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUME	ENTS
SECTION 2	2 - CERTIFICATIONS	177
SECTION 3	3 - REQUIRED DISCLOSURES	179
	COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS	181
	COOK COUNTY DISCLOSURE OF OWNERSHIP	183
	FAMILIAL RELTIONSHIP DISCLOSURE PROVISION	187

	SECTION 4 - CONTRACT AND ECONOMIC DISCLOSURE STATEMENT EXECUTION PAGES	. 191
	SECTION 5 - COOK COUNTY SIGNATURE PAGE	. 195
SE	CTION 7- EXHIBITS	197
E	EXHIBIT A - MBE/WBE UTILIZATION PLAN - FORM 1	. 197
E	EXHIBIT B - MBE/WBE LETTER OF INTENT - FORM 2	. 198
	EXHIBIT C - PETITION FOR WAIVER OF MBEAWBE PARTICIPATION - FORM 3	
E	EXHIBIT D - DISCLOSURE OF OTHER NON-CERTIFIED SUBCONTRACTORS /	
	SUPPLIERS	. 201
E	EXHIBIT E - MBE/WBE GOOD FAITH EFFORTS CHECKLIST	. 203
E	EXHIBIT F - GOOD FAITH EFFORTS CONTACTS LOG FOR SOLICITING MBE / WBE	
	SUBCONTRACTOR OR SUPPLIER PARTICIPATION	. 205
E	EXHIBIT G - LETTER OF INTENT BETWEEN PRIME CONTRACTOR AND MBE/WBE	
	SUBCONTRACTOR OR SUPPLIER	. 207
8	EXHIBIT H - PERFORMANCE AND PAYMENT BOND FORM	. 211
	EXHIBIT I - SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARD	S
	AND PREVAILING WAGE REQUIREMENTS	. 213
E	EXHIBIT J - IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT.	. 215
1	EXHIBIT K - ELECTRONIC PAYABLE PROGRAM	. 217
E	EXHIBIT L - DBE FORMS	218

# THIS PAGE LEFT INTENTIONALLY BLANK

	•		
		,	
	,		
		•	
			•

# **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 (Rapplicable)
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
	Cook County Disclosure of Ownership Interest Statement     Sworn Familial Relationship Disclosure Form     Section 4 – Contract and Economic Disclosure Statement Execution Pages     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)
	DOCUMENT OURMITTAL OUROW LOT

THIS PAGE LEFT INTENTIONALLY BLANK

# **SECTION 1 - CONTRACT INFORMATION**

## CI-01 DEFINITIONS

- A. **ADJUSTMENT FACTOR** means a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **AFFILIATE**, An "Affiliate" of, or a person "Affiliated" with, a s specified person means any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person specified.
- C. **ARCHITECT** (also referred to as "Consultant" "Engineer") will be determined with each Job Order.
- D. **AWARD CRITERIA FIGURE** means the amount determined on Bid Form 2, which is used for the purpose of determining the lowest Bid.
- E. **BID** means a response to a Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- F. BIDDER(S) means any person who submits a Bid.
- G. CITY means the municipality in which the Work is to be located.
- H. CHIEF PROCUREMENT OFFICER is the Chief Procurement Officer, County of Cook, Illinois
- I. CODE means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website. This page can be accessed by going to <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.
- SS. **PROJECT CLOSEOUT ITEMS** means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as described in these Contract Documents or the Job Order; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its 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.
- ZZ. TECHNICAL SPECIFICATIONS means Book Four of the Contract Documents. The Technical Specifications contain written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. With regard to the Technical Specifications contained in Book 4, the grouping of work items is for convenience only and in no way shall imply or relate to the jurisdiction of each trade involved. The Contractor is charged with the responsibility to divide the aspects of the Work among the trades and subcontractors appropriately. None of the Architect, the Construction Manager or the Owner assumes responsibility for such interpretations or divisions.
- AAA. **TIME SCHEDULE** means the time schedule approved by the County in accordance with GC-50 Preconstruction Phase Activities, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements in GC-05, which shall set forth all Critical Path and other activities necessary to perform the Work in accordance with the Contract Documents. The Time Schedule must set forth the "Critical Path" activities showing all interrelationships with other activities as required to complete the Project.
- BBB. **UNIT PRICE** means the price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Pre-priced Task.
- CCC. **UTILITY** or "utility" means a commodity or service, such as electricity, water, sewer, and telecommunications, traditionally provided by a public utility, but including such as may be provided by private companies or providers.

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

#### CI-02 OVERVIEW OF THE CONTRACT

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

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

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

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

# CI-06 CONTRACT DOCUMENTS

- A. The Contract consists of the following component books:
  - 1. Book 1: Contract Information, Instructions to Bidders Condition of Contract, and Execution Documents
  - 2 Book 2: General Conditions and Special Conditions
  - 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:
  - 1. Book 4a Technical Specifications
  - 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<sup>®</sup>.
  - 3. Book 4c Additional Specifications for Cook County Department of Transportation and Highways for work not listed in the Book 3, The Construction Task Catalog®, but may be used during the course of the contract.

## **CI-07 ADJUSTMENT FACTORS**

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

# CI-08 BID PRICING

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

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

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

# Factor must be equal to or greater than 1.0000.

- E. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 to 00-7 of the CTC for a complete explanation of what is included in the Unit Prices and what is not.
- F. Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 50% above what the cost of that material was at the time of Contract award, or at the time of an annual price adjustment based on the Construction Cost Index.
  - 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.
  - The County at its option may also determine that a drastic decrease in a material cost warrants the same NPP adjustment downward in the Unit Price or a Job Order.
- G. Any revision by the Illinois Department of Labor and/or the US Department of Labor to the applicable prevailing hourly rates of wages and, except as set forth above, any increases or decreases in the material prices during the Contract period shall not result in a revision of the Unit Price to be paid by the County for Work performed under the Contract.

# CI-09 BASIS OF AWARD (AWARD CRITERIA FIGURE)

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

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

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

#### CI-10 ASSIGNMENT OF WORK

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

## CI-11 ELIGIBILITY

- A. Bidders submitting a Bid for the Mechanical Construction Contract (1555-14475-MC) must have a current Mechanical License, and provide such with the Bid. If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current mechanical license.
- B. Bidders submitting a Bid for the Electrical Construction Contract (1555-14475-EC) must have a current Electrical License, and provide such with the Bid. If submitting as a Joint Venture, all firms involved with the Joint Venture must have a current electrical license.
- C. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must be prequalified with the Illinois Department of Transportation (IDOT) for the category of Work to be performed. Information on prequalification can be found at IDOT's website <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 http://dot.state.il.us/.
- 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.
  - 1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.
- B. Davis Bacon Wage Rates: For Job Orders funded in part or whole with federal money, not less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <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.

THIS PAGE LEFT INTENTIONALLY BLANK

# **SECTION 2 - INSTRUCTIONS TO BIDDERS**

## 1B-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.
  - 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.
- 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.
  - 1. It shall be the duty of the Contractor to immediately inform the Architect and Director of any suspected or anticipated substitutions required pursuant to the following conditions:
    - Substitutions required for compliance with final interpretations of code requirements or insurance regulations.
    - b) Unavailability of specified products, through no fault of Contractor and/or subcontractor. "Unavailability" shall mean that the product specified is no longer available for purchase in the market place.
    - c) Subsequent information discloses inability of specified products to properly meet the specifications, or to fit in a designed space.
  - 2. If any such substitution is required under this subsection, such substitution shall be processed in accordance with the procedures set forth in subparagraphs B through D of this section, except that the time limit for submitting the request shall not apply, and acceptance of the request shall be means of return of the request signed for approval by the Director.

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

## **IB-17 INTERPRETATION OF CONTRACT DOCUMENTS**

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

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

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

Cook County Illinois

118 North Clark Street - Room 1018 Chicago, Illinois 60602

(Reference Solicitation Name and Number)

## **IB-18 CASH BILLING DISCOUNTS**

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

## **IB-19 TAXES**

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

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

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

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

# THIS PAGE LEFT INTENTIONALLY BLANK

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

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

## 6) <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 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) 3/22/2016

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).

	rtificate holder in lieu of such endors	Jinenic	(3).	Committee of the second	CONTAC NAME:	T NALL-LIL	Managana A	en ene						
					BUONE									
Columbian Agency 1005 Laraway Road						(A/C, No, Ext):815-215-4705 (A/C, No):815-215-4745 E-MAIL ADDRESS:mhaskell@columbianagency.com								
New	Lenox IL 60451				ADDRESS:MNASKEII@COIUMDIANAGENCY.COM  INSURER(S) AFFORDING COVERAGE NAIC #									
					INCIDE	R A :Westfield		IDING COVERAGE		24112				
INSUF	RED A	AGAEC	2.2		INSURE	24112								
	A.E. Contractors, Inc.	NOAEC	J-Z											
Michael Huntenburg						INSURER C: INSURER D:								
	N. Milwaukee Ave.				INSURE									
Cnic	ago IL 60630				INSURE									
COV	/ERAGES CER	TIFICA	\TE	NUMBER: 153143808	1110011	· · · · · · · · · · · · · · · · · · ·		REVISION NUMBER:		<del></del>				
INI CE EX	IIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I CLUSIONS AND CONDITIONS OF SUCH	OF INS EQUIREI PERTAI POLICII	SUR MEN IN, T ES. L	ANCE LISTED BELOW HA IT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN'	CONTRACT THE POLICIES REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT TO	CT TO	WHICH THIS				
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD		POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT						
Α	GENERAL LIABILITY	YY	· [	TRA1651489		6/14/2015	6/14/2016	EACH OCCURRENCE	,000					
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence) \$500		00				
	CLAIMS-MADE X OCCUR							MED EXP (Any one person)	\$15,00	0				
							l. '	PERSONAL & ADV INJURY	\$1,000	,000				
								GENERAL AGGREGATE	\$2,000	,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-						* .	PRODUCTS - COMP/OP AGG	\$2,000 \$	,000				
A	AUTOMOBILE LIABILITY	YY		TRA1651489		6/14/2015	6/14/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	0,000				
	X ANY AUTO		- 1					BODILY INJURY (Per person)	\$					
ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$						
N + 1	X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$					
									\$	-				
Α .	X UMBRELLA LIAB X OCCUR			TRA1651489		6/14/2015	6/14/2016	EACH OCCURRENCE	\$5,000	,000				
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$5,000	),000				
	DED X RETENTION \$0								\$					
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Y KWC1043386			8/25/2015	8/25/2016	X WC STATU- OTH- TORY LIMITS ER						
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000	),000				
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	ASE - EA EMPLOYEE \$1,000					
								E.L. DISEASE - POLICY LIMIT	\$1,000	),000				
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Att	tach /	ACORD 101, Additional Remarks	Schedule	, if more space is	s required)	<u></u>						
RE:	1555-14475 GC SBE14.													
Cool	k County is primary/non-contributor y to G/L, Auto & Workers Comp. in	ry addi favor	ition of th	al insured on the G/L & he additional insured if	& Auto require	policies if re ed by written	quired by w contract. (	ritten contract. *Waiver Umbrella follows form)	s of su	ubrogation				
CE	RTIFICATE HOLDER				CANCELLATION									
CLI	VIII IOATE HOLDEN				SHO	OULD ANY OF	THE ABOVE	DESCRIBED POLICIES BE (	CANCEL	LLED BEFORE				
	Cook County, Office of the 118 N. Clark Street, Room	1018			THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.									
Attn: Donna Rusin, Sr. Contract Negotiator Chicago IL 60602						AUTHORIZED REPRESENTATIVE								
1	Chicago IL 00002				14	· A.	S	<b>^</b> ─						

## 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.

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

#### 5) Builders Risk/Installation

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

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

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

## 6) <u>Professional Liability</u>

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$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) Marine Protective & Indemnity

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

## 10) Asbestos Abatement Liability

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

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

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

## INSURANCE FOR 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) Builders Risk/Installation

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

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

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

## 6) <u>Professional Liability</u>

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$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) <u>Valuable Papers</u>

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

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

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

## 9) Marine Protective & Indemnity

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

## 10) Asbestos Abatement Liability

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

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

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

## **INSURANCE FOR 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) <u>Contractors Pollution Liability</u>

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

## 6) <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) <u>Professional Liability</u>

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

## 8) Valuable Papers

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

## 9) 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.

## 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) 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) 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) 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.

## 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) Contractors Pollution Liability

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

## 5) <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 Contractor 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.

Cook County

THIS PAGE LEFT INTENTIONALLY BLANK

## **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.

## THIS PAGE LEFT INTENTIONALLY BLANK

# ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATE

## Cook County Prevailing Wage for May 2015

(See explanation of column headings at bottom of wages)

Trade Name		-	Base	FRMAN M-F>8		OSH	H/W =====	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			38.700 1.5			13.78	10.12	0.000	0.500
ASBESTOS ABT-MEC	BLD		35.100	37.600 1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD		45.650	49.760 2.0	2.0	2.0	6.970	17.81	0.000	0.400
BRICK MASON	BLD			46.840 1.5	1.5	2.0	9.850	13.60	0.000	1.030
CARPENTER	ALL		43.350	45.350 1.5	1.5	2.0	13.29	13.75	0.000	0.630
CEMENT MASON	ALL		43.100	45.100 2.0	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		
GLAZIER	BLD		40.000	41.500 1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	BLD		48.450	50.950 1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER	ALL		43.000	45.000 2.0	2.0	2.0	13.45	20.65	0.000	0.350
LABORER	ALL		38.000	38.750 1.5				10.12		0.500
LATHER	ALL		43.350	45.350 1.5				13.75		
MACHINIST	BLD		44.350	46.850 1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL		31.400	32.970 1.5				13.10		
MARBLE MASON	BLD		41.780	45.960 1.5				13.42		
MATERIAL TESTER I	ALL		28.000	0.000 1.5				10.12		
MATERIALS TESTER II	ALL		33.000	0.000 1.5				10.12		
MILLWRIGHT	ALL			45.350 1.5				13.75		
OPERATING ENGINEER				51.100 2.0				11.80		
OPERATING ENGINEER	BLD			51.100 2.0				11.80		
OPERATING ENGINEER	BLD			51.100 2.0				11.80		
OPERATING ENGINEER	BLD			51.100 2.0				11.80		
OPERATING ENGINEER	BLD			51.100 2.0	2.0		17.10		1.900	
OPERATING ENGINEER	BLD			51.100 2.0				11.80		
OPERATING ENGINEER				51.100 2.0				11.80		
OPERATING ENGINEER	FLT			52.450 1.5	1.5			11.05		
OPERATING ENGINEER	FLT	2		52.450 1.5	1.5			11.05		
OPERATING ENGINEER		3		52.450 1.5	1.5	2.0		11.05		
OPERATING ENGINEER		4		52.450 1.5		2.0	16.60		1.900	
OPERATING ENGINEER				52.450 1.5				11.05		
OPERATING ENGINEER		_		35.000 1.5				11.05		
OPERATING ENGINEER				49.300 1.5				11.80		
OPERATING ENGINEER				49.300 1.5				11.80		
OPERATING ENGINEER				49.300 1.5				11.80		
OPERATING ENGINEER				49.300 1.5				11.80		
OPERATING ENGINEER				49.300 1.5				11.80		
OPERATING ENGINEER				49.300 1.5				11.80		
OPERATING ENGINEER				49.300 1.5				11.80		0.650
ORNAMNTL IRON WORKER	ALL			46.400 2.0				17.24		
PAINTER	ALL		40./50	45.500 1.5	1.5	1.5	10.75	11.10	0.000	0.770

#### Cook County

```
PAINTER SIGNS
                        BLD
                              33.920 38.090 1.5
                                                   1.5 1.5 2.600 2.710 0.000 0.000
PILEDRIVER
                               43.350 45.350 1.5
                                                   1.5 2.0 13.29 13.75 0.000 0.630
                        AT.T.
PIPEFITTER
                        BLD
                               46.000 49.000 1.5
                                                   1.5 2.0 9.000 15.85 0.000 1.780
PLASTERER
                               42.250 44.790 1.5
                                                   1.5 2.0 11.40 12.19 0.000 0.650
                        BLD
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
SPRINKLER FITTER
                        BLD
                              49.200 51.200 1.5
                                                   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
                      AT.T.
                            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
                        HWY
                               32.750 34.350 1.5
                                                   1.5 2.0 6.550 6.450 0.000 0.500
TRUCK DRIVER
                        ALL 1
                              33.850 34.500 1.5
                                                   1.5 2.0 8.150 8.500 0.000 0.150
TRUCK DRIVER
                     Ε
                        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
TRUCK DRIVER
                     TAT
                        ALL 1 32.550 33.100 1.5
                                                   1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                     W
                        ALL 2 32.700 33.100 1.5
                                                   1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                        ALL 3 32.900 33.100 1.5
                                                   1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                        ALL 4 33.100 33.100 1.5
                                                   1.5 2.0 6.500 4.350 0.000 0.000
                                                   1.5 2.0 8.180 12.66 0.000 0.650
TUCKPOINTER
                        BLD
                               42.800 43.800 1.5
```

```
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)

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

(Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Section 1.01 Explanations

COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

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

## CERAMIC TILE FINISHER

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

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

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

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

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

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

#### OPERATING ENGINEER - BUILDING

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

## 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

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 **Fringes** TERRAZZO WORKER/SETTER.....\$ 40.88 22.43 TILE FINISHER.....\$ 33.60 15.22 TILE SETTER.....\$ 40.49 16.93 BRIL0021-009 06/01/2014 Rates Fringes MARBLE FINISHER.....\$ 31.40 23.00 BRIL0021-012 06/01/2014 Rates Fringes Pointer, cleaner and caulker.....\$ 41.62 22.46 CARP0555-001 06/01/2014 Rates Fringes **CARPENTER** Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer......\$ 43.35 27.67 CARP0555-002 10/01/2014 Rates **Fringes** 

CARPENTER (Excluding

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

Fringes

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** 

		·900
OPERATOR: Power	- Equipment	
GROUP 1	\$ 47.10	32.05
GROUP 2	\$ 45.80	32.05
GROUP 3	\$ 43.25	32.05
GROUP 4	\$ 41.50	32.05

Rates

#### 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	Fring	ges
OPERATOR: Pow	er Equipme	nt	
GROUP 1			32.05
GROUP 2	\$ 44	1.75	32.05
GROUP 3	\$ 42	2.70	32.05
GROUP 4	\$ 41	.30	32.05
GROUP 5	\$ 40	).10	32.05

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

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

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

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

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

•				
*Requires Oiler				
IRON0001-026 06/01	/2013			
	Rates	Fringes		
IRONWORKER SheeterStructural and Reir		33.74 2.07	1 33.74	
IRON0063-001 06/01	/2013	***************************************		
		Rate	es	Fringes
IRONWORKER, ORN	IAMENTAL.	\$ 42	90	30.11

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

Rates Fringes
IRONWORKER
Fence Erector......\$35.84 24.82

IRON0136-001 07/01/2012

Rates Fringes

**IRONWORKER** 

Machinery Movers; Riggers;

Macinery Erectors......\$ 35.87 28.67 Master Riggers.....\$ 38.37 28.67

#### LABO0002-006 06/01/2014

	Rates	Fringes
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

#### 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

# LABO0002-008 06/01/2014

	Raies	Fringes
LABORER (Compress	ed Air)	
0 - 15 POUNDS		24.40
16 - 20 POUNDS	\$ 40.5	0 24.40
21 - 26 POUNDS	\$ 41.0	0 24.40
27 - 33 POUNDS	\$ 42.0	0 24.40
34 - AND OVER	\$ 43.0	0 24.40

#### LABORER (Tunnel and Sewer)

GROUP 1	\$ 38́.00	24.40
GROUP 2	\$ 38.12	24.40
GROUP 3	\$ 38.22	24.40
GROUP 4	\$ 38.35	24.40
GROUP 5		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

Coo	1.	<u> </u>	
1.00	v.	േവ	Int

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

8.25 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

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

END OF GENERAL DECISION

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

	FRACT FOR WORK FRACT DOCUMENT NO. 1555-14475-GC-SBE
	JOB ORDER CONTRACTING - SBE GENERAL CONSTRUCTION
Propo	osal Submitted by:
AC	SAE Contractors, Inc.
45	49 N. Milwaukee Ave.
Ch	nicago, IL 60630
To: T	he County of Cook
PROI	POSED ADJUSTMENT FACTORS:
called Catal	Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work for in each individual Job Order issued under this Contract using Book 4 - Construction Task og® for General Construction (CTC) and Technical Specifications incorporated herein with the ring 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:
	0.8162
	(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:
	0.8212
	(Specify to four (4) decimal places)

		· ····					Cook C
3.	Non Pre-pri Pre-priced T	ced Adjust ask as dete	tment Fac ermined in	tor: Contractor : Article II.B, JOC	shall multiply this f General Conditio	actor times th	e cost of the in Book 2.
				1.0800	· · · · · · · · · · · · · · · · · · ·		
			(5	Specify to four (4) de	cimal places)		
4.	Award Crite Figure calcu	ria Figure	: Contracto	or shall include, i	n the space provi	ded below, the	Award Crite
	i iguie caicu	iated ou bi	u roini 20	->DE			
				0.8441			
				Specify to four (4) d			
BID	DUE DATE						
		eived no lat	ter than 10	:00 AM on July	<del>02015</del> July 24	J. 2015 in the	box in the Co
Bids of C	are to be rece	ent Office,			<del>0,-2015</del> July 24 County of Cook B		
Bids of C	are to be rece	ent Office,					
Bids of C Chic	are to be rece	ent Office, 0602.					
Bids of C Chic	s are to be rece cook Procurem cago, Illinois 60 DENDUM REC	ent Office, 0602. EIPT	Tenth Floo	or, Room 1018, (		uilding, 118 N	
Bids of C Chic	s are to be rece cook Procurem cago, Illinois 60 DENDUM REC	ent Office, 0602. EIPT following a	Tenth Floo	or, Room 1018, o	County of Cook Bi	uilding, 118 N	
Bids of C Chic ADI The	s are to be received Procuremonago, Illinois 60  DENDUM RECORDED of the lendum No	ent Office, 0602. EIPT following a	Tenth Floo	the Contract Do	County of Cook Brocuments is acknoor June 19, 2015	uilding, 118 N	
Bids of C Chic ADI The Add	s are to be received to be received by a same to be receipt of the	ent Office, 0602. EIPT following a	Tenth Floo	the Contract Do	County of Cook Bi	uilding, 118 N	
Bids of C Chic ADI The Add Add	are to be received Procuremonds of Procuremonds of Procuremonds of Procuremonds of Proceedings of the Proceeding of the Proceeding No2	ent Office, 0602. EIPT following a	Tenth Floo	the Contract Do Date: Date: Date:	cuments is ackno June 19, 2015 June 24, 2015	uilding, 118 N	

AGAE Contractors, Inc.



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

#### **BIDDER NAME:**

AGAE (	Contractors, Inc.	
Line 1.	Normal Working Hours Adjustment Factor	0.8162
Line 2.	Multiply Line 1 by .60	0.4897
Line 3.	Other Than Normal Working Hours Adjustment Factor	0.8212
Line 4.	Multiply Line 3 by .30	0.2464
Line 5.	Non Pre-priced Adjustment Factor	1.0800
Line 6.	Multiply line 5 by .10 =	0.1080
Line 7.	Award Criteria Figure (Add lines 2, 4, and 6)	0.8441
÷		(Award Criteria Figure)

The Bidder shall complete Bid Form 2G-SBE - Calculation of the Award Criteria Figure and transfer Line 7 of Bid Form 2G-SBE, to the space provided on Bid Form 1G-SBE - 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-SBE will prevail and will be used to calculate the Award Criteria Figure on Bid Form 2G-SBE.

Instructions To Bidder: Specify lines 1 through 7 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 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.

# THIS PAGE LEFT INTENTIONALLY BLANK

#### PROPOSAL AGREEMENTS

#### BID

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

#### PERFORMANCE AND PAYMENT BONDS

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

#### **EXAMINATION**

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

#### **PERFORMANCE**

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

#### ACCEPTANCE OF BID PROPOSAL

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

### CONTRACT DOCUMENTS

The undersigned agrees that the Contract Document shall include: advertisement for bids, Book One -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 Contractor's certificate concerning labor standards and prevailing wage requirements, minority and female participation, performance bond, proposal acceptance, general conditions, special conditions, general requirements, specifications, addenda, general and detailed plans and drawings, and any written agreements required to complete the Work. The undersigned further agrees that the above documents shall be considered one integrated document setting forth the obligations of the parties, including the performance of the Work, the furnishing of labor and materials and the basis of

payment Signature Robert C. Miezio, Vice Reside Name (Type or Print) AGAE Contractors, Inc. Bidder Name

4549 N. Milwaukee Ave.

Address

Chicago, IL 60630

City

State

Zip

Subscribed and swom to before my

day of July

Commission expires: 3-11-19

OFFICIAL SEAL MICHAEL P HUNTENBURG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/11/19

20\_15

### SHAREHOLDER CONSENT

Conducting business under the Business Corporation Act of 1983 with waiver of notice and meeting, the shareholders of **AGAE CONTRACTORS**, **INC.** consent to and hereby resolve the following:

- 1. **Resolved:** the corporation hereby appoints Robert C. Miezio as its Vice-President.
- 2. **Resolved:** the corporation hereby authorizes Robert C. Miezio in his capacity as Vice-President to execute in the name of the Corporation any and all bids and related documents for the award of contracts for work to be performed within the State of Illinois including but not limited to all agencies and subdivisions of government, whether federal, state, or local.
- 3. **Resolved:** the corporation hereby authorizes Robert C. Miezio in his capacity as Vice-President to sign subcontractor agreements, billing statements, waivers, and other subcontractor related documents necessary for the performance of their work related to the contracts mentioned above.

RESOLVED: that the remaining shareholders shall take any and all further actions by, for and on behalf of the corporation reasonably necessary to effectuate the above resolutions.

DATED: August 25, 2010

Julie Perlo, Shareholder President & Secretary



# CORPORATION FILE DETAIL REPORT

Entity Name	AGAE CONTRACTORS, INC.	File Number	60350841	
Status	ACTIVE			
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA	
Incorporation Date (Domestic)	02/16/1999	State	ILLINOIS	
Agent Name	JOSEPH A LA ZARA	Agent Change Date	04/08/2009	
Agent Street Address	7246 WEST TOUHY AVE	President Name & Address	JULIE PERIC 6351 W MONTROSE #263 CHICAGO 60634	
Agent City	CHICAGO	Secretary Name & Address	SAME	
Agent Zip	60631	Duration Date	PERPETUAL	
Annual Report Filing Date	01/15/2015	For Year	2015	
Assumed Name	ACTIVE - ARLINGTON CONSTRUCTION ACTIVE - CHICAGO FENCE ACTIVE - CHICAGO FENCE SUPPLY CO. ACTIVE - AMERICAN GLASS & ALUMINUM ERECTORS, INC.			
Old Corp Name	09/28/2004 - AMERICAN GLASS & ALUMINUM ERECTERS, INC.			

Return to the Search Screen

Select Certificate of Good Standing for Purchase

(One Certificate per Transaction)

BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE

MICIAA1

# THIS PAGE LEFT INTENTIONALLY BLANK

# 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 undersign	ed confirms that	HUDSON INSURANCE COMPANY	·
3		(SURETY COMPANY	)
would execute	a Performance/Paymo	ent Bond in favor of the County of Cook	for the full amount of the bid/Contr
to 1555-1447	5-GC-SBE	AGAE Contractors, Inc.	
	(NUMBER)	(BIDDER)	
The penalty of	this bond is to be \$_7	50,000.00	· · · · · · · · · · · · · · · · · · ·
,		(TOTAL DOLLAR AMOU	NT OF CONTRACT)
(SURET CO	MPANY'S AUTHOR	RIZED SIGNATURE)	SURETY CORPORATE SEAL
Kevin J. S	canlon		CENE
(ATTORNEY	IN FACT)		
003081	25054		
AMB#	NAIC#		



# AIA Document A310™ – 2010

Bid Bond - Surety's Statement of Qualification for Bonding Attached

#### CONTRACTOR:

(Name, legal status and address)

AGAE Contractors, Inc. 4549 North Milwaukee Ave. Chicago, IL 60630

#### SURETY:

(Name, legal status and principal place of business) **Hudson Insurance Company** 17 State St., 29th Floor New York, NY 10004

#### OWNER:

(Name, legal status and address) Board of Commissioners, County of Cook Room 1018 - County Building 118 N. Clark Street Chicago, IL 60602

BOND AMOUNT: \$ --- Twenty Five Thousand Dollars & No/100--- (\$25,000)----

#### PROJECT:

(Name, location or address, and Project number, if any) 1555-14475-GC - County Wide JOC - General Construction 535 Chicago, IL

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

#### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

AIA Document A310™ - 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:29:28 on 07/07/2015 under Order No.2703738001\_1 which expires on 06/26/2016, and is not for resale. User Notes:

(1416310637)

1

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 10th day of July, 2015 Hudson Insurance Company (Surety)

(Title)Kevin J. Scanlon, Attorney-in-fact

2

	STATE OF <u>Illinois</u>		
	COUNTY OF Will	SS.:	
	On this 10th	day of <u>July</u>	2015 , before me
	personally appeared	Kevin J. Scanlon	, to me known, who,
	being by me duly sworn, di	d depose and say: thathe_	reside(s) at
Surety Company	New Lenox, Illinois	; that;	he is/are the <u>Attorney-in-fact</u>
Acknowledgment	of <u>Hudson Insuranc</u>	ce Company	the corporation described
	corporation; that the seal affi	xed to said instrument is such c	know(s) the corporate seal of said orporate seal; that it was so affixed _he signed the same name(s)
	thereto by like order; and tha	t the liabilities of said corporati	on do not exceed its assets as
	ascertained in the manner pr	ovided by law.	
	"OFFICIAL SEAL" SUE BOTTOMLEY Notary Public, State of Him My Commission Expires 06/36	Notary Public in and	for the above County and State)
Bond-37	768-A	My commission expires	06/30/2018

€<sup>7</sup>.

••.



# BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto at New York, New York. day of November day of November . 2014 SEAD ate **HUDSON INSURANCE COMPANY** 1918 Michael P. Gleeson, Senior Vice President Corporate Secretary Dina Dask STATE OF NEW YORK COUNTY OF NEW YORK SS. before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above On the 13th day of November , 20 14 instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order. ANN M. MURPHY Notary Public, State of New (Notarial Seal) No. 01MU6067553 **Qualified in Nassau County** Commission Expires December 10, 2017 CERTIFICATION STATE OF NEW YORK

COUNTY OF NEW YORK TUBENTY TO THE undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the Original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this

10th day of

) a lu

Dina Daskalakis, Corporate Secretary

Form Bid 8 2010 (v1)

1918



#### 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 Gomez

Director

JG/la

Cc: Sheila Atkins, Office of Capital Planning & Policy

# MBE/WBE/DBE/SBE COMMITMENT FORM

CONTRACT FOR WORK SOLICITATION NO. 1555-14475-GC-SBE		
FOR: County - Wide Job Order Contract SBE General Con	struction	
Proposal Submitted by:		
AGAE Contractors, Inc.		
4549 N. Milwaukee Ave.		· · · · · · · · · · · · · · · · · · ·
Chicago, IL 60630		
To: The County of Cook		
Indicate if your firm is a certified minority-owned business If "Yes", please attach a copy of certification	sYes _XNo	
I HEREBY DECLARE AND AFFIRM that I am a duly auti	norized	
representative of: AGAE Contractors, Inc. Bidder's Name		
that I have personally reviewed the Contract Documents meeting or exceeding the		rth herein, and commit to
		s Only)
SEAL SEAL SEAL		
Robert C. Miezio, Vice President O. Name (Type or Print)		
AGAE Contractors, Inc.		
Bidder Name		OFFICIAL SEAL MICHAEL P HUNTENBURG
Address		NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/11/19
Chicago, IL 60630 City State Zip	Subscribed and swom to before this 8th day of	me uly , 20 15.
	Notary Public  Commission expires: 3-11-19	

# THIS PAGE LEFT INTENTIONALLY BLANK

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

Red	cipient:						
	County of Cook			Date: July 8, 2015		····	
		8 N. Clark Street					
	Chica	ago, IL 60602		Project N	lumber: 1555	-14475-GC-SBE	<del></del>
				Project N	lame: Cour	ty-Wide Job Order Cont	ract
					·	SBE General Constructi	on
1.	The u	undersigned ackno	owledges the following	g with respect	to any Job O	rder issued by the Cou	nty:
	(a)	The Labor Star	ndard provisions are in	ncluded in the	aforesaid Co	ontract;	
	(b)		ny infractions of the as and any lower tier su			ng infractions by any o sibility;	f his
2.	He ce	ertifies that:					
	(a)	is designated a to Section 5.6(	as an ineligible Contra	actor by the Co of the Secreta	omptroller Ge ry of Labor, F	in which he has substeneral of the United St Part 5 (29CFR Part 5)	ates pursuant
-	(b)	if such Subco Subcontractor	ontractor or any firm	n, corporation rest is designa	, partnership ated as an inc	o-contracted to any Su o or association in eligible Contractor pure	which such
	contract,	including those	executed by his Su	ubcontractor a	iny lower tie	ten days after the exert subcontractor, a sexecuted by the Subc	Subcontractor
4.	He certif	fies that:					
	(a)	the legal name ar	nd the business addre	ess of the unde	ersigned are:	AGAE Contractors, In 4549 N. Milwaukee Av	
	(b)	The undersigned	is (check one):			Chicago,IL 60630	
		X	Sole Proprie Partnership Corpor Other Organization		S - Corporation		

# THIS PAGE LEFT INTENTIONALLY BLANK

c) The name, title and	address of the owner, partners or offi	
NAME	TITLE	ADDRESS
Julie Peric - Ow	ner / President / Secretary / Treasurer	4549 N. Milwaukee Ave.   Chicago, IL 6063
Robert C. Miezio	o - Vice President	4549 N. Milwaukee Ave.   Chicago, IL 6063
d) The name and a	ddresses of all other persons, bot	th natural and corporate,
aving a substantial inte	erest in the undersigned, and the natu	re of the interest are (if none, so state):
NAME	ADDRESS	NATURE OF INTEREST
N/A		· · · · · · · · · · · · · · · · · · ·
	·	
which the undersigne	sses and trade classifications of all oth d has a substantial interest are (if non	ne, so state):
		_
which the undersigne	d has a substantial interest are (if non	ne, so state):
which the undersigne	d has a substantial interest are (if non	ne, so state):
which the undersigne	d has a substantial interest are (if non	TRADE CLASSIFICATION  TRADE CLASSIFICATION
which the undersigne	d has a substantial interest are (if non	TRADE CLASSIFICATION  TRADE CLASSIFICATION
which the undersigne	CONTRACTOR: AGAE Con	TRADE CLASSIFICATION  TRACONTRAC OR POR SEAL
which the undersigne	CONTRACTOR: AGAE Con	TRADE CLASSIFICATION  TRADE CLASSIFICATION
which the undersigne	CONTRACTOR: AGAE Con	TRADE CLASSIFICATION  TRACE  Attractors Inc.  SEAL
n which the undersigne	CONTRACTOR: AGAE Con	TRADE CLASSIFICATION  TRACONTRAC  ORPOR  SEAL
n which the undersigne	CONTRACTOR: AGAE Con SIGNATURE: Robert C. Miez DATE: July 8, 2015	TRADE CLASSIFICATION  TRAC  ORPORI  Zio, Vice President  1999
n which the undersigne	CONTRACTOR: AGAE Con	TRADE CLASSIFICATION  TRACTOR Inc.  SEAL  Zio, Vice President  L  NBURG

May 2015

## THIS PAGE LEFT INTENTIONALLY BLANK

# **BID DEPOSIT FORM**

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

TO: Co	unty of	Cook		
BID FOR	R: <u>Cou</u>	inty - Wide Job Order Contract SBE Genera	I Construction	·
BID DO	CUMEN	NT NUMBER: 1555-14475-GC-SBE	BID OPENING DAT	E:_ July 10, 2015
We dep	osit (su	bject to all conditions of said proposal) th	e following described	deposit check:
() Cash	ier's Ch	eck () Bank Draft (x) Other <u>Bid Bond</u>		
Drawn c	n: Hu	udson Insurance Company of:	New York, NY	
		BANK	CITY	STATE
Draft or	Check	Number: Bid Bond	Dated:July 10, 2	015
Amount	: \$ <u>25,</u> 0	000.00		
Submitte	ed by:_	AGAE Contractors, Inc.	· · · · · · · · · · · · · · · · · · ·	·
		BIDE	DER'S NAME	
		4549 N. Milwaukee Ave.		
		S <sup>-</sup>	FREET ADDRESS	
0.771		Chicago, IL 60630		
CITY		STAT	E	ZIP CODE
				·
		DO NOT WRITE IN 1	THE SPACES BELOW	
The Abo	ove Des	cribed Deposit Check is:		
1. (	)	HELD:	DATE:	
2. (	)	MAILED:	DATE:	
3. (	)	DELIVERED TO:		
4. (	)	BOND SUBSTITUTED:	DATE:	
5. (	)	BOND MAILED TO:	DATE:	

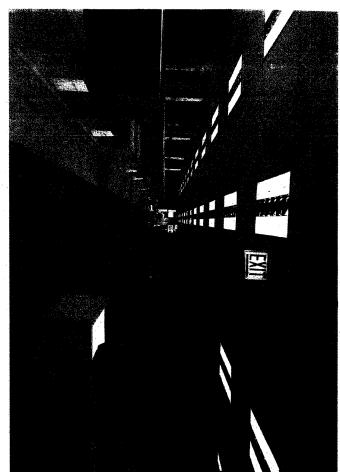
#### **RELEVANT EXPERIENCE**

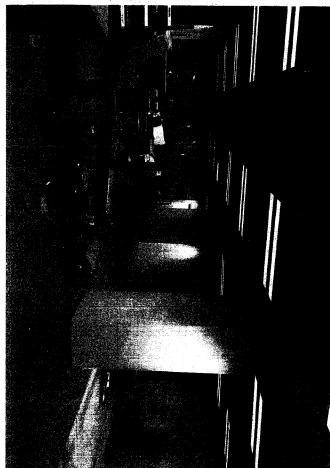
List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

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:	District	Office 5th Floor Interior Reno	vations	
Project Location:	226 W.	Jackson Blvd.   Chicago,IL		
Project Type:	Interior	Renovation		
Description of Work	Renova	ation of office space on the 5t	h floor of the district office.	
Bidder's Role:		General Contractor X	Subcontractor	
CHECK ALL THAT APPLY		Joint Venture	Design-Builder	
Client Information				
Client:	City Co	olleges of Chicago		·
Address:	226 W	. Jackson Blvd.   Chicago, IL		
Client Reference:	John S NAME	ugrue	Associate Vice Chancelor	(312) 553-3324 AREA CODE &PHONE NO
Architect Information				
Architect:				
Address:	we			
Architect Reference:				
	NAME		TITLE	AREA CODE &PHONE NO.
Contract Information				
Contract Type		Contract for Work	Design-Build X	
Original Contract Amour	nt:	\$391,395.00	· · · · · · · · · · · · · · · · · · ·	
Final Contract Amount:		\$391,395.00		
Original Completion Sch	nedule:	03/2014		·
Actual Completion Sche	dule:	03/2014		













Cook County		
COOK County		

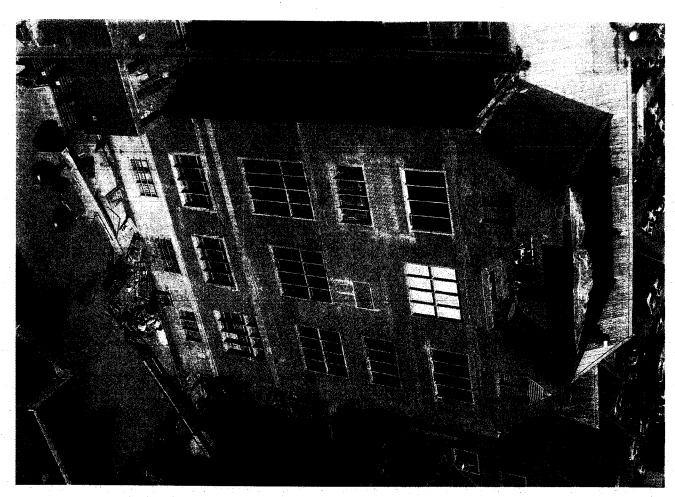
List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

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.

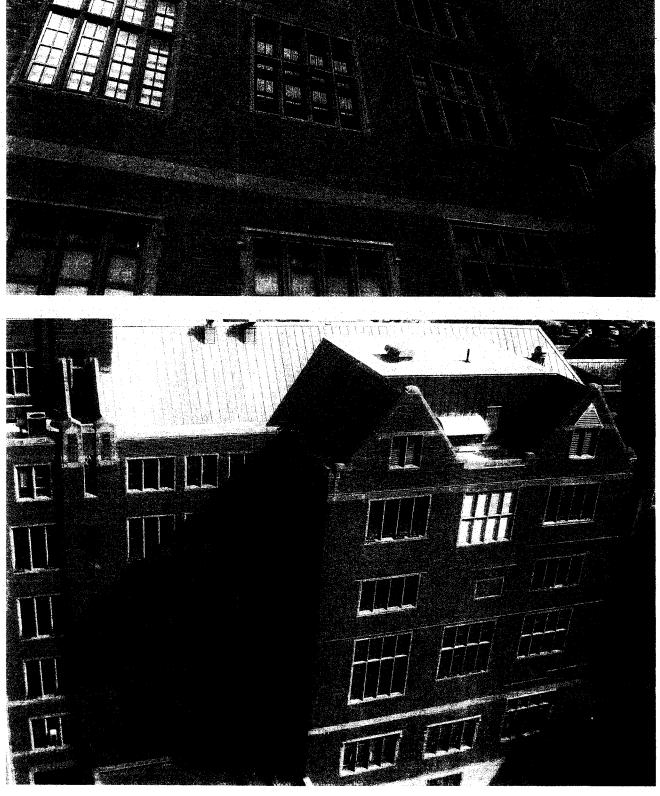
Project Information				
Project Name:	UIC Proj	ject #909-C14025 College of	f Medicine Facade Repair at CMW	Т
Project Location:	1853 W	. Polk St., Chicago,IL 60612		
Project Type:	Historica	al Facade Restoration		· · · · · · · · · · · · · · · · · · ·
Description of Work	Stabiliz	ation of shifting masonry, ne	w tie bolts, helical anchors, shelf a	ngles and lintels. Replace existing
	Replace	e existing damaged or deteri	orated masonry units. Rebuild sect	tions of existing walls. Grind and repoint
			naged / deteriorated stone trim. New www.glazing. Reoofing replacement a	w sheet metal flashing. Replace window and patching at various roofs.
Bidder's Role:		General Contractor X	Subcontractor	
CHECK ALL THAT APPLY		Joint Venture	Design-Builder	
			**	
Client Information				
Client:	Univers	sity of Illinois at Chicago - Of	fice for Capital Programs	·
Address:	1140 S	. Paulina, Chicago, IL 60612		
Client Reference:	John Lo	ewis	Asst. Director Project Manager	(312) 996-6804 AREA CODE &PHONE NO
Architect Information				••
Architect:	Altus V	Vork		
Address:	4224 N	. Milwaukee Ave, Chicago, I	L 60641	
Architect Reference:	Scott L NAME	Utter	Associate TITLE	(773) 545-1870x224 AREA CODE &PHONE NO.
Contract Information	•			
Contract Type		Contract for Work X	Design-Build	
Original Contract Amour	nt:	\$1,772,058.00		**************************************
Final Contract Amount:		Current \$1,902,566.07		·
Original Completion Sch	edule:	May 19, 2015		

Anticipated July 2015.

Actual Completion Schedule:







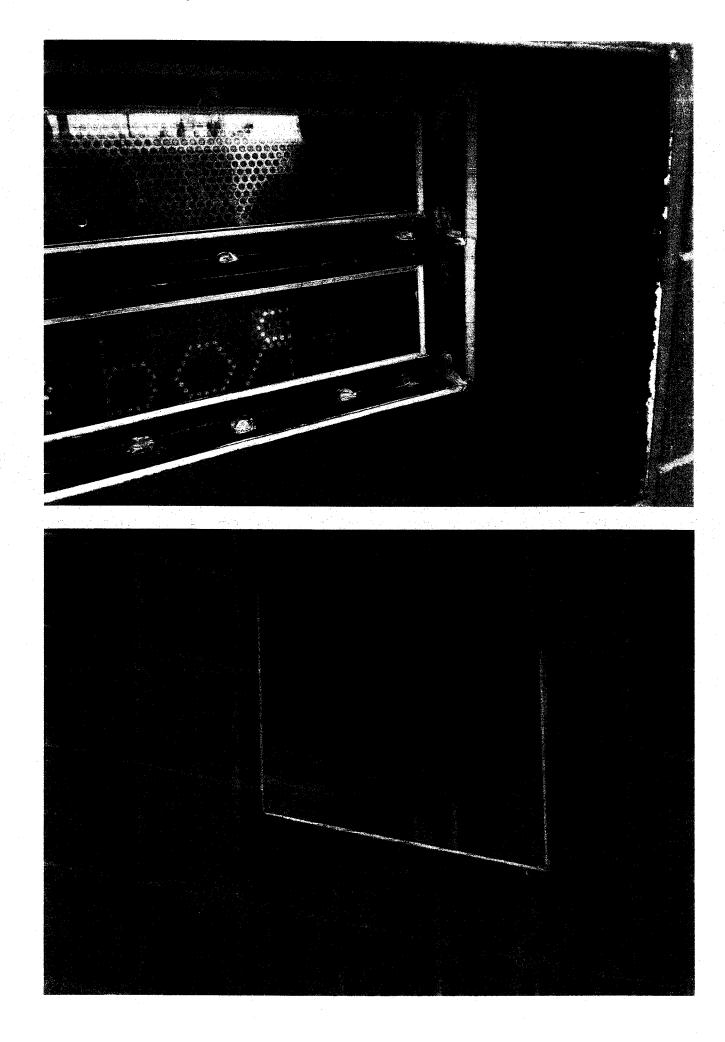


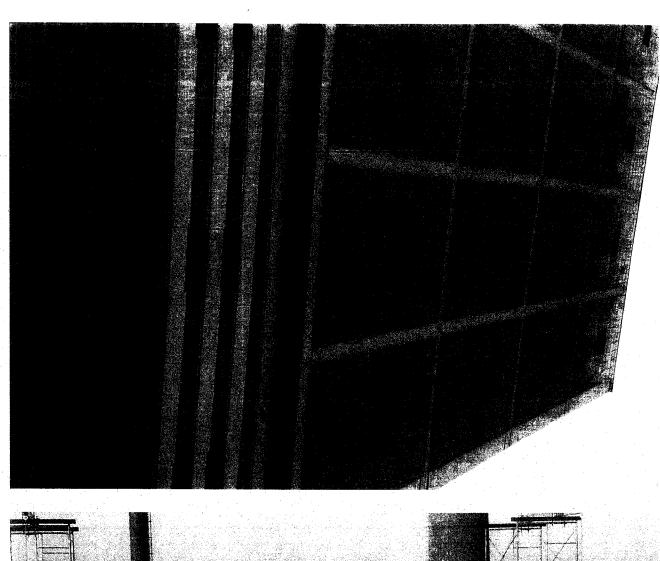
**Project Information** 

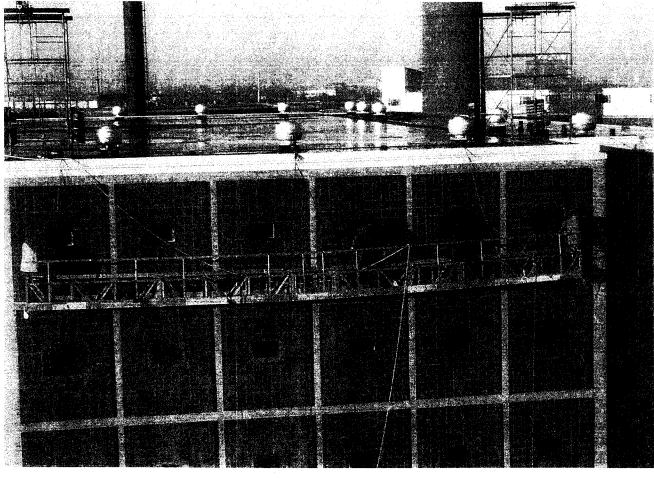
List a minimum of three (3) contracts for comparable projects completed in the last five years or currently in-progress. Contracts may be in the Private or Public Sector.

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 Name:	Division IX Window Cell Replacem	ent	
Project Location:	Department of Corrections. 26th 8	& California, Chicago, IL	
Project Type:	Renovation		· .
Description of Work	Replace glass in window assembli	ies disassemble framing & weld nev	v perforated steel panels to
	interior steel stops.		
	·		
Bidder's Role: CHECK ALL THAT APPLY	General Contractor X	Subcontractor	
OREONALE WAYAITE	Joint Venture	Design-Builder	
			·
Client Information			
Client:	County of Cook		
Address:	69 W. Washington 30th Floor, Ch	icago, I L 60602	
Client Reference:	Andrew Scott Achterhof	DFM Supervisor TITLE	(312) 859-6513 AREA CODE &PHONE NO
Architect Information			
Architect:	Wight & Co.		
Address:	2500 N. Frontage Rd., Darien,IL 6	60561	
Architect Reference:	Jason Dwyer	Vice President	(630) 327-3089 AREA CODE &PHONE NO.
Contract Information			
Contract Type	Contract for Work X	Design-Build	
Original Contract Amou	nt: \$796,715.59		
Final Contract Amount:	\$796,715.59		2014 A 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4
Original Completion Scl	hedule: April 27, 2015		
Actual Completion Sche	edule: <u>April 27, 2015</u>		







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

Name of Joint Ventur	<u>re</u> :				
Address of Joint Ventu	ure:				
			City:		
County:		State:		Zip Code:	 
Contact Information: Phone Number:	(	)			
Fax Number:					
E-Mail Address:					
Identify each (Non) N	IBE/WBE .	Joint Vent	ure Partne	r(s):	
Firm Name:					
Address:					
			City:	-	
County:		State:	City:	Zip Code:	
County:		State:	City:	Zip Code: Title:	
Address:  County:  Contact Person:  Phone Number: (	)	State:	City:	_Zip Code: _Title:	
County: Contact Person: Phone Number: (	)	State:	City:	Zip Code: Title:	
County: Contact Person: Phone Number: ( E-Mail Address:	)	State:	City:	Zip Code: Title:	
County: Contact Person: Phone Number: ( E-Mail Address:	)	State:	City:	Zip Code: Title:	
County: Contact Person: Phone Number: ( E-Mail Address: Firm Name:	)	State:	City:	Zip Code:	-
County: Contact Person: Phone Number: ( E-Mail Address: Firm Name: Address:	)	State:	City:	Zip Code: Title:	-
County: Contact Person: Phone Number: ( E-Mail Address: Firm Name: Address: County:	)	State:	@City:	Zip Code:Title:Zip Code:	
County:	)	State:	City:	Zip Code:Title: Zip Code:Title:	

# III. <u>Identify each MBE Joint Venture Partner(s)</u>

Firm Name:					
Address:		City:			
County:	State:		_Zip Code:		
	<b>)</b>				
Firm Name:					
		City:			
County:	State:		_Zip Code:		
Contact Person:	·		Title:		
Phone Number: (	<b>)</b>				
E-Mail Address:	-	@			
Identify each WBE	Joint Venture Partner(	<u>s)</u>		,	
Firm Name:					
Address:		City:			
	State:				
Contact Person:			Title:	·	
Phone Number: (	)				
E-Mail Address:	***************************************	@			
Firm Name:					
Address:		City:	·		
County:	State:		Zip Code:		
Contact Person:		,	Title:		
Phone Number: (	)				
E-Mail Address:		@			

(NON) MBE/WBE Ownership Percentage:

What are the Name(s) and Percentages(s) of ownership for each MBE Joint Venture

(b).

Partner?

Total (NON) MBE/WBE Ownership Percentage: \_\_\_\_\_

		MBE Ownership Percentage:	<u>%</u>
		Name of MBE:	
		MBE Ownership Percentage:	%
		Total MBE Ownership Percentage:	
	(c).	What are the Name(s) and Percentages(s) of owners Partner?	hip for each WBE Joint Venture
		Name of WBE:	
		WBE Ownership Percentage:	%
		Name of WBE:	
		WBE Ownership Percentage:	<u>%</u>
		Total WBE Ownership Percentage:	<u>%</u>
	(d).	Total Percentage of MBE/WBE Ownership in the Join	t Venture: %
VII.		Capital Contributions – Dollar amounts of Initial Con	tributions to be detailed as follows:
	(a)	Names of (NON) MBE/WBE Joint Venture Part Contribution:	ner(s) and Dollar Amounts of Initial
			\$
			\$
		Total Dollar Amount of Initial Contributions by (NON)	MBE/WBE Joint Venture Partner(s)
			\$
	(b)	Names of MBE/WBE Joint Venture Partner(s) and Do	ollar Amounts of Initial Contribution:
			\$
			\$
		Total Dollar Amount of Initial Contribution by MBE/W	BE Joint Venture Partner(s)
			\$
		On-Going Capital Contributions during the course	
		Joint Venture Partner and be based on their percent	tage of ownership in this Joint Venture.

	N/A	
Cook County		_
VIII.	Contributions of Equipment and Supplies (Identify the types of Equipment and/or Supplier provided by each Joint Venture Partner:	<u>es to l</u>
	Name of (Non) MBE/WBE Firm:	
	Types of Equipment/Supplies:	
Name of (Non)	MBE/WBE Firm:	
	Type of Equipment/Supplies:	
	Name of MBE/WBE Firm:	
	Type of Equipment/Supplies:	_
	Name of MBE/WBE Firm:	

IX. Written Agreements: (put at the end of this affidavit before you swear)

Type of Equipment/Supplies:\_\_\_

Please attach to this Joint Venture Affidavit ALL written agreements between any and all of the Joint Venture Partners concerning this Contract.

All Joint Venture Partners signing onto this agreement do so with the understanding that any written agreements between any and all of the Joint Venture Partners must not limit or in any way restrict the Ownership and/or Control of any MBE/WBE Joint Venture Partner.

All Joint Venture Partners signing onto this agreement do also understand and agree that that should the language of any written agreements between any and all of the Joint Venture Partners concerning this Contract be in conflict with this affidavit, that this COUNTY OF COOK AFFIDAVIT OF JOINT VENTURE (MBE/WBE) will be the Prevailing Document.

#### X. Control of and Participation in the Joint Venture:

Identify by name and firm those individuals who are, or will be, responsible for and have the Authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signing requirements)

N/A
Cook County

	3.	Estimating			
	Firm N	Name:	Individua	l Name/Title	
	4.	Engineering			
	Firm N	Name:	<u>Individua</u>	ıl Name/Title	
XI.	<u>Finan</u>	cial Controls of Joint Venture	<u>×</u>		
	(a)	Which firm will be respon Venture:	sible for bookkeeping/a	ccounting of the financial red	cords of the Joint
	Firm I	Name:	<u>Individua</u>	al Name/Title	
		*	· .		
Identif	v the "N	lanaging Partner", if any and	indicate the dollar amo	ount of compensation, if any,	the firm/individual(s
will red	ceive fro	lanaging Partner", if any and om the Joint Venture:		, , ,	
401 (4) 4 (4)		Dollar amount of compen	sation: \$		-
XII.	State er they	the approximate number of ewill be employees of the (NC	employees working on to NN MRF/WRF firm(s)	this joint venture project (by MBE/WBE firm(s) or Joint Ve	Trade) and indicate enture:
Wilcu	·	will be employees of the (14c	) (O),	(I) DE IIII (O) O. COM V	•
Trade		(Non) DBE (Number)	DBE (Number)	Joint Venture (Name)	
					-
					_
					• · · · · · · · · · · · · · · · · · · ·
		<del> </del>			-
		·			-

The undersigned affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of our Joint Venture and the intended participation of each Joint Venture Partner in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual Joint Venture work and the payment therefore and any proposed changes in any provisions of the Joint Venture Agreement and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each Joint Venture Partner relevant to the Joint Venture by authorized representatives of the County or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any Contract which may be awarded and for initiating action under federal or state laws concerning false statements.

b)

change in the information submitted, th	ompletion on the Joint Venture work on the project, there is a e Joint Venture must inform the Director of the Office of Contron ten business days of any such change.
Name of MBE/WBE Partner Firm	Name of (NON) MBE/WBE Partner Firm
Name and Title of Affiant	Name and Title of Affiant
Signature of Affiant	Signature of Affiant
On thisday of, 20	_, the above signed officers
(Nan	nes of Affiants)

Signature of Notary Public

My Commission Expires:\_\_\_

# **MECHANICAL AND ELECTRICAL LICENSE**

# To be inserted by the Bidder.

A <u>Mechanical License is required</u> for all Bidders submitting a bid on the Mechanical Construction Contract.

An <u>Electrical License is required</u> for all Bidders submitting a bid on the Electrical Construction Contract.

#### 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.



1. Type of work the Bidder self performs:

AGAE has the ability to self-perform fencing, signage, snow-removal power-washing, and project management.

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

Upon receipt of the RFPP the project manager will determine what portion of the work can be self performed and what is going to be subcontracted out.

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:

AGAE is committed to meeting its participation goals and will subcontract work that could be self-performed.

4. A list of MBE, WBE, DBE, and SBE subcontractors the Bidder may Utilize to achieve the MBE/WBE/DBE/SBE goals:

Company Name 🖖 🖖	ј: МВЕ≗	Wee.	-obe	SBE
A. D. Floor Care, Inc.		Х		Х
A.L.L Masonry Construction Co., Inc.	X			
Abbott Industries, Inc.		Χ		
AGAE Contractors, Inc.				X
All Tech Energy	Andrew Contract			
Anderson & Shah Roofing	X			
Arc Underground	The second secon	X	Χ	
Arlon Electric	Х	Х	-	
Art Dose, Inc.	X	X	Name of the last o	
Atrium Inc.		X	Х	
Automatic Doors, Inc.		X		X
BETON Construction Co.		X	Х	
C & G Construction Supply	X	X		
C & G Construction Supply Co., Inc.	Х	X		
Cabo Construction Corp.	Х			
Chakra Construction Corp.	Х		Х	
Chicago Xteriors	Х	Х		

Page 1 of 4

Company Name	MBE	WBE	-DBE	SBE
Christy Webber & Company		Χ		
Conecta Group Inc.	Х			Х
Crouch-Seranko Masonry, LLC		Х		
CSI 3000	Х			
D N D Electric, Inc	Х		Χ	
Drive Construction				
Driven Fence, Inc.		Х	Χ	The second secon
E. King Construction Co., Inc.	X	X		
Evergreen Supply Co.		X		
Fence Connection, Inc.	Х		<u> </u>	- Control
Frank's Masonry, Inc.	Х			
G.I.R.L. Max, Inc.		X		
Gabes Installation	X			
Galaxy Environmental	Х			X
Garces Plumbing	Х	X	Х	
Garrigan Construction Inc.	<b>_</b>	X		Х
Glass Designers, Inc.	X		***********	
Green Crew, Inc.		Х		X
GSG Consultants, Inc.	X			
H & P Contractor, Inc.	X		Χ	w
Hyde Park Environmental Services, Inc.	X	X	X	
Ideal Fitness Solutions, Inc.	X		-	
Industria Inc.	X	A SAME AND		
Industrial Fence, Inc.	X			
Industrial Glass		X	-	X
J.S.R. Enterprises, Inc.	X		X	
Jalpa Construction Corporation	X		X	
Jin Electric Co.	X			
Katco Development Inc.			X	
KBI Custom Case, Inc.		X	X	
L&M Welding Corp.	X			Х
LaGrange Crane Service		X	Х	
Lo Voltage, Inc	X			And the second s
M Cannon Construction Co.	X	raman productiva con Patrica a trade to a companie e		
M. W. Powell Company	X	Andrew Constitution of the		
Market Contracting Services, Inc.	X			X
MBB Enterprises of Chicago, Inc.		X		-
Meccor Industries, Ltd.	X			
Midwest Moving & Storage, Inc.	\			
Midwest Rem Enterprises, Inc.	X			
Molter Corporation	^	X	X	
Moose Sports Surfaces, Ltd.		X		
Moran Terrazzo & Tile,Co			X	1
IVIOIGII ICITALLO & THE,CO	<u> </u>			

Page 2 of 4

: Company Name	MBÉ	WBE	DBE	SBE
MPZ Masonry Inc.		X	X	
Ms. Sebastian Corp.	X	Х		
Mundo Electric	X			X
Mutual Sales Corporation		X		
MZI Building Services	X			
Namat Construction Company, Inc.	X			<u> </u>
National Painting, Inc.		Х		X
New Era Painting	X	X		X
OLD VETERAN CONSTRUCTION	X			
Omni Elevator Company Inc.			X	
Oui Oui Enterprises, Ltd.	Х	Х		
PACE Systems	X			
Pagoda Electric, Inc.	X	-		
Paniagua Group, Inc.	X			-
PAN-OCEANIC ENGINEERING CO., INC.	X			and the same of th
Pearson Construction, Inc.	Х			
Phoenix Business Solutions, LLC		X		
Pinto Construction Group, Inc.	X		To be a second or second o	
PMJ Enterprises	X			X
Professional Elevator Services, Inc.	Х		Х	
Q.C. Enterprises Inc.		Х		
Quantum Crossings, LLC	Х		at a parameter of the p	
R.W. Collins Co.		Х		
Reilley Excavating & Wrecking, Inc.		Х	Х	
Romero Steel Company, Inc.	Х			
Roy's Paving & Sealcoating Co.	X			
Sanchez Construction Services, Inc.	Х			
Sanchez Paving Company	X	and the second		-
Sandoval Fences Corp.	X	S ( ) ( ) ( ) ( ) ( )	X	X
Speedy Gonzalez	X			of military is common to
Superior Masonry, Inc.	Х			
Terra Demolition, Inc.	Х			X
Underland Architectural Systems		Х		
UPTOWN DECORATING CORP.	Х		200	
W.E. Bishop & Co.	X			
WTI - Window Treatments, Inc.	Х		- November 1	Х

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

AGAE Contractors has a history of meeting or exceeding its participation goal and feels that the MBE/WBE/DBE/SBE goals on this contract are achievable.

City Colleges of Chicago JOC Contract DT0909

Goals: 25 % MBE and 7% WBE

Actual: 27.61% MBE and 7.76% WBE

City Colleges of Chicago JOC Contract RG1302 (In Progress)

Goals: 25% and 7%

Current Actual: 32.29% MBE and 8.48% WBE

University of Illinois JOC Contract 699-601-12 (In Progress)

Goal: 22% MAFBE

Current Actual: 27.73% MAFBE

## AFFIDAVIT OF SMALL BUSINESS STATUS

Project Description: County Wide Job Order Contract - SBE General Construction Specification Number: 1555-14475-GC-SBE	
State of Illinois County (City) of Cook (Chicago)	
I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:	
AGAE Contractors, Inc.	·

Name of Bidder/Proposer ("Affiant")

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

- I. To qualify as a Small Business for this Small Business Construction Initiative, a business must meet the definition of a "small local business enterprise" as set forth in the Small Business Construction Initiative contained in Book 2. In making a determination whether a business meets that definition, the Director for the Office of Contract Compliance at Cook County will consider, among other factors, whether the business:
  - Has been in business for at least one (1) year;
  - Is independent, and not an affiliate or subsidiary of any other business;
  - Has gross receipts, averaged over the firm's previous five fiscal years, or number of employees, per pay period averaged over the past twelve months, that do not exceed the size standards set forth in 13 C.F.R. Part 121:
  - Has its principal place of business and the majority of its full-time, regular work force located in the Six-County region, as evidenced by location of their employment as reported to federal and state taxing authorities.

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

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

Name:	Robert C. Miezio, Vice President	
Phone I	lumber: (773) 777-2240	

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

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

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

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

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

On behalf of Affiant, I do solemnly declare and affirm under penalties of perjury that the contents of

make this affidavit.  Signature of Affiant:	Date: July 8, 2015	SEAL
Specialty Area: Commercial and Institutional Building	ng Construction	1999
NAICS Code(s): _236220		*
State ofIllinois	<del>-</del> .	LINOIS
County of Cook		
This instrument was acknowledged before me on	July 8, 2015	_(date)
by Robert C. Miezio	_(name/s of person/s)	
as Vice President	(type of authority, e.g., officer, trustee	e, etc.)
ofAGAE Contractors, Inc.	_(name of party on behalf of whom instru	ument executed)
Notary Public Signature:	(Seal)	
Commission Expires: 3-11-19	OFFICIAL SEAL MICHAEL P HUNTENBURG NOTARY PUBLIC - STATE OF ILLIN MY COMMISSION EXPIRES:03/11	loic \$

# 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.

Sub	contracted:
C	Glaziers, Architectural Metal and Glassworkers Union Local #27
I	llinois District Council #1 Bricklayers D.C.T.C.
F	Pointer, Cleaners & Caulkers Union Local #52
	Chicago & Northeast Illinois Dist. Council of Carpenters
F	Plumbers' Joint Apprenticeship Committee, Local 130
(	Chicago Area Painting & Decorating Joint Apprenticeship & Training Commetee

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. 1555-14475-GC-SBE

FOR DISCIPLINE: County-Wide Job Orders Contract - SBE General Construction

To: The County of Cook

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

I HEREBY DECLARE AND AFFIRM that I am a duly authorized

representative of: AGAI	E Contractors,	inc.	
	Vendor Nan		
Just 1.11	213 4	ORPORA	
Signature	A A	SEAL 1999	
Robert C. Miezio, Vice Pr	esident 🐾 📑		
Name (Type or Print)	2111	* # **	refer <sup>te</sup>
AGAE Contractors, Inc.	,	20034144131146	
Bidder Name		<del></del>	
4549 N. Milwaukee Ave.			
Address			
Chicago, IL 60630			Subscribed and
City	State	Zip	thyis 8th

Commission expires: 3-11-19

swom to before me

July

OFFICIAL SEAL MICHAEL P HUNTENBURG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/11/19

2015

# **KEY PERSONNEL**

**Project Manager:** 

Adam C. Meservy

NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Safety Coordinator:** 

Thomas Drozd

NAME OF PROPOSED DESIGNEE FOR THIS POSITION

**Project Superintendent:** 

Ramon Kelley

NAME OF PROPOSED DESIGNEE FOR THIS POSITION

#### Notes:

- 1) 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

# CONTRACTORS, INC. Albert Contrago, IL 60630 ph. 773.777.2240 ft 773.777.2243 AGAE CONTR 4549 North Milwaukee Ave Chicago, IL 60630

Julie Peric **President**  Robert C. Miezio Vice President

Project Manager Adam Meservy

Thomas Drozd Coordinator Safety

> Superintendent Ramon Kelley

Project Coordinator Huntenburg Michael

# **Contract Team Work Experience**

City Colleges of Chicago

**Chicago Public Schools** 

Chicago Housing

Authority

Northeastern Illinois

University

**Elmhurst Park District** 

Icon Modern

**Standing Ovation** 

Village of Skokie

**Cook County** 

Cook Count Forest

Preserve

Adam Meservy, Project Manager for AGAE Contractors, Inc.
Oct 2010 - Present

**Objective:** As Project Manager for AGAE Contractors, Inc.

Adam is currently responsible for the Cook County JOC contract. His duties include scoping projects,

estimating, generating egordian proposals,

scheduling, subcontractor contract negotiation and coordination, submittals and project close outs.

**Expertise** Auto-cad

Adobe Illustrator/Photoshop

Rhino 3-D

Cad Mark Pro Laser

G and M Code Programming with CNC Machines

**Background** 

Sharchitecture Design/Build

Jan 2010- Oct 2010

Assisted with the construction of interior environments and assembly of custom furniture on site and in a fabrication shop.

**U-V Metal Arts** 

2009-2010

As Assistant to Metal Worker Adam performed various metal working duties including: sand blasting, grinding, stripping, powder coating, acetylene torch heating/bending as well as other tasks.

**Up Top Delivery Network** 

2007-2013

As General Manager at Up Top Delivery Network, Adam is responsible for dispatching couriers, meeting with existing clients as well as potential clients.

# **Education and Accreditation**

University of Illinois at Chicago

2003-2008

Bachelors of Art in Architecture

Oakton Community College

2008-2009

CNC Machining

# **Contract Team Work Experience**

City Colleges of Chicago

**Chicago Public Schools** 

Chicago Transit

Authority

Chicago Park District

Cook County Forest
Preserve District

University of Illinois at

Chicago

Department of

**Homeland Security** 

City of Chicago

Department of Aviation

Northeastern Illinois

University

Fannie May

Dominick's Finer Foods

American Medical

Association

**Newberry Townhomes** 

County of Cook

ComEd

Ramon Kelly, General Field Superintendent of AGAE Contractors, Inc.

2002-Present

**Objective:** As General Field Superintendent on the Cook

County JOC contract, Ramon is responsible for overseeing all of the work performed on site

including coordination of subcontractors, delivery of materials as well as maintaining a positive

relationship with the client.

**Expertise** Site Coordination

**General Construction** 

**Quality Control** 

**Background** 

**Chicago Transit Authority** 

2000-2002

Performed general construction work as assigned by the Forman. Work included renovating existing structures and modifying mechanical systems to upgrade to current

standards.

J.L. Burke

1999-2000

Performed general carpentry work as assigned by the Carpenter Forman at a pharmaceutical plant.

**Dominick's Finer Foods** 

1998-1999

Remodeling existing stores.

**Meyne Company** 

1997-1998

Remodeling offices in the UIC Hospital and class rooms at the University of Illinois at Chicago.

**Education and Accreditation** 

**Taft High School** 

1986

**Union Carpenter** 

1989-2002

District Council of Carpenters of Illinois four year

Apprenticeship

# **Contract Team Work Experience**

Chicago Transit Authority

City of Chicago

Department of Aviation

City of Chicago

Department of General

Services

Chicago Public Library

City Colleges of Chicago

**Chicago Public Schools** 

Village of Bedford Park

Thomas J. Drozd, Safety Coordinator January 2011 – Present

Objective: As Safety Coordinator for AGAE Contractors, Tom is

responsible for implementing AGAE's safety program and inspecting jobs sites to ensure that safe working practices are being used at the project

site.

**Expertise** Project Management

**Quality Control** 

**General Construction** 

Background

**Chicago Transit Authority** 

1985-2010

Tom moved up the rank at the CTA starting out as a Sheet Metal Forman where he was responsible for coordinating the daily work for all sheet metal workers in Facilities Maintenance. In 1997 he became the Special Assistant to the Senior V.P. of Engineering and Maintenance where he was responsible for developing and administrating new programs to attain the goals and objectives of improving overall appearance of rapid transit stations. In 1997 was promoted to Project Manager of Customer Facilities Maintenance. His duties there included managing the JOC Contract, coordinated work between outside contractors and internal workforce, and created drawings and/or blueprints on items needed for fabrication and installation. In 2005 Tom was promoted again to Manager II, Facilities Maintenance where his duties included managing and supervising all work activities in the System Maintenance Department to support all Authority buildings and properties. In 2007 Tom became the General Manager, System Maintenance. Tom was responsible for over 300 employees, 400 Buildings and 24 Million Square Feet of space. This position put Tom as acting V.P. in the absence of the V.P.

# **Education and Accreditation**

Washburne Trade School, 1977-1979
International Sheet Metal Workers Apprentice Program
OSHA HAZWOPER Course on Scene Incident Commander,
2003-2009

_		$\sim$	
Cool	~	$\sim$	Intv
	rv.	-	41 IL V

#### VETERAN'S PREFERENCE FOR VBE AND SDVBE

#### **INSTRUCTIONS**

In accordance with Section 34-236(b) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of five percent of the amount of the Contract to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. All Bidders who are requesting this preference must complete the form, and attach a copy of its certification. Prior to applying the five percent preference, the CPO must receive approval from the Contract Compliance Director (CCD) that the Bidder is a qualified VBE or SDVBE.

### **DEFINITIONS**

Veteran-owned Business Enterprise (VBE) means a small business (i) that is at least 51 percent owned, controlled and managed by one or more Eligible Veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned. controlled and managed by one or more Eligible Veterans; (ii) that has its home office in Illinois, as certified by the Contract Compliance Director (CCD) under policies and procedures promulgated by the CCD.

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Service-Disabled Veteran-owned Business Enterprise (SDVBE) means a small business (i) that is at least 51 percent owned, controlled, and managed by one or more qualified service disabled veterans or in the case of a corporation, at least 51 percent or more of the stock of which is owned, controlled and managed by one or more Service Disabled Veterans; (ii) that has its home office in Illinois, as certified by the CCD under policies and procedures promulgated by the CCD.

Service-Disabled Veteran means an Eligible Veteran who has been found to have 10 percent or more service connected disability by the United States Department of Veterans Affairs or the United States Department of Defense.

Service-connected disability means a disability incurred in the line of duty in the active military, naval or air service as described in 38 U.S.C. 101(16).

Small Business means a small business as defined by the U.S. Small Business Administration, pursuant to the business size standards found in 13 CFR Part 121, as related to the nature of the work the Person seeks to perform on Contracts. A Person is not an eligible small business enterprise in any calendar fiscal year in which its gross receipts, averaged over the Person's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

### **REQUEST FOR PREFERENCE**

	ference as a VBE. By requesting this preference, Bidder certifies that it meets ove and has included a copy of its certification.
	ference as a SDVBE. By requesting this preference, Bidder certifies that it me n above and has included a copy of its certification.
Bidder (please print or type)	Title
Signature	Date
E-mail address	Phone Number
Subscribed to and sworn before me	My commission expires:

meets

N/A

Cook County	
this, and,	20
X	
Notary Public Signature	Notary Seal

# AFFIDAVIT VETERAN'S WORKPLACE PREFERENCE PUBLIC WORKS CONTRACTS

# **INSTRUCTIONS**

In accordance with Section 34-236(a) of the Cook County Procurement Code, the Chief Procurement Officer ("CPO") shall give a preference of <u>one percent of the amount of the Contract</u> to a Responsible and Responsive Contractor for a Public Works Contract when such Contractor 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. All Bidders who are requesting this preference must complete this Affidavit.

# **DEFINITIONS**

Eligible Veteran means a person who (i) has been either a member of the armed forces of the United States or, while a citizen of the United States, was a member of the armed forces of allies of the United States in time of hostilities with a foreign country and (ii) has served under one or more of the following conditions: (a) the veteran served a total of at least 6 months; (b) the veteran served for the duration of hostilities regardless of the length of the engagement; (c) the veteran was discharged on the basis of hardship; or (d) the veteran was released from active duty because of a service connected disability and was discharged under honorable conditions.

Armed forces of the United States means the United States Army, Navy, Air Force, Marine Corps, Coast Guard or service in active duty as defined under 38 U.S.C. Section 101. Service in the Merchant Marine that constitutes active duty under Section 401 of federal Public Act 95-202 shall also be considered service in the armed forces for purposes of this Division.

Public Works means all fixed works constructed or demolished by the County, or paid for wholly or in part out of public funds administered by the County. "Public Works" as defined herein includes all projects financed in whole or in part with bonds, grants, loans, or other funds made available by or through federal or State government, or the County. "Public Works" does not include projects undertaken by the owner at an owner-occupied single-family residence or at an owner-occupied unit of a multifamily residence. "Public Works" includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented.

l,	, being first duly s	sworn, do depose and state as follows:					
1.	I am the authorized representative and I have th	e authority to make this Affidavit for and on behalf of the					
2.		erence of one percent of the amount of the Contract in					
3.	In accordance with the Cook County Procurement Code, the Bidder shall commit to utilize Eligible Veterans for at least five percent of the hours worked under the Contract. The Eligible Veterans must be employed directly by the Bidder.						
4.	The Bidder shall be solely responsible for red documentation to ensure that such person(s) is a	uesting all persons to provide Bidder with appropriate n Eligible Veteran, as defined above. Bidder certifies, that propriate documentation, including payroll records, which erans.					
5.	The Bidder certifies, affirms and acknowledges th	at the failure to utilize Eligible Veterans in accordance with ich will allow the County to seek all rights and remedies as					
Bidde	er (please print or type)	Title					
Signa	ature	Date					
E-ma	ail address	Phone Number					
	cribed to and sworn before me day of, 20	My commission expires:					

Cook County	
X	
Notary Public Signature	Notary Seal

176

# 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:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 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);
- Community Development Block Grants;
- Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

# **SECTION 3**

# REQUIRED DISCLOSURES

1. DIS	SCLOSURE OF	LOBBYIST	CONTACTS
--------	-------------	----------	----------

1.	DISC	LOSUKE OF LOBB	ISI CONTACTS				
List all	persons	that have made lobb	ying contacts on your behal	If with respect to	this contract:		
Name			Address		e de la composición		
N/A							
-				•			
2.	LOCA	L BUSINESS PREFI	ERENCE STATEMENT (CO	ODE, CHAPTER	34, SECTION 34-2	230)	
and whe	nich emp ess if one	loys the majority of it or more Persons tha t Venture does not, a	unty at which it is transactin s regular, full-time work force at qualify as a "Local Busine t the time of the Bid submit cal Business" as defined abo	ce within the Cou ess" hold interest tal, have such a	unty. A Joint Ventu ts totaling over 50	re shall constitute percent in the Jo	e a Local pint Venture,
		Yes: X	No:				
	b)	If yes, list business	s addresses within Cook Co	unty:			
		4549 N. Milwau	kee Ave.   Chicago, IL 6063	30			
		189 Gordon St.	Elk Grove Village, IL 600	07			
	c)	Does Applicant en	nploy the majority of its regu	ılar full-time workf	force within Cook (	County?	
		Yes: X	No:				
3.	THE C	CHILD SUPPORT EN	FORCEMENT ORDINANC	E (CODE, CHAP	TER 34, SECTION	N 34-172)	

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4.	REAL E	STATE OWNERSHIP DISCLOSURES	<b>5.</b>
The A	pplicant mu	st indicate by checking the appropriate	provision below and providing all required information that either:
	a)	The following is a complete list of all r	eal estate owned by the Applicant in Cook County:
		PERMANENT INDEX NUMBER(S):	
		·	
			(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)
OR:			
	b)	XThe Applicant owns no real	estate in Cook County.
5.	EXCEP	TIONS TO CERTIFICATIONS OR DIS	CLOSURES.
		unable to certify to any of the Certifica EDS, the Applicant must explain below	tions or any other statements contained in this EDS and not explained

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 m	ade l	by the [X] Appli	cant or	[ ];	Stock/Ben	eficial Interest Hold	er
This	Statement is an:		[X]Origi	nal State	ment or [ ] A	\mended :	Statement	
Ident	ifying Information:							
Name	AGAE Contractors	Inc.						
D/B/A	۱:				FEIN	NO/SSN	(LAST FOUR DIGIT	S): 36-4275885
Stree	t Address: <u>4549 N. M</u>							
City:	City: Chicago			State:IL			Zip Code:	60630
Phon	e No.: <u>(773) 777-224</u>	0	Fax N	umber: _	(773) 777-2243		Email: <u>info@ac</u>	aecontractors.com
Cook (Sole	County Business Reg e Proprietor, Joint Vent	istrati ure P	on Number: <u>046</u> artnership)	698				
Corpo	orate File Number (if a	pplica	ble): 6035-084	-1				
Form	of Legal Entity:							
[]	Sole Proprietor	1	Partnership	[X]	Corporation	[ ]	Trustee of Land	Trust
[]	Business Trust	]	Estate		Association	[ ]	Joint Venture	
[ ]	Other (describe) _						·	, wi

Ownersh	in Inter	et Dec	laration.
OWITEISI	IID IIILEIS	まろし レせし	iai auvii.

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name		Addre	ess	and the second of the second o	Percentag Applicant/	e Interest in Holder	
Julie Pe	orio.	4540 N. Mikus	ukan Ava I Ch	inema II 60620	100%		
Julie Pe	enc	4549 N. WIIWa	ukee Ave.   Cr	nicago, IL 60630	100%		
				· · · · · · · · · · · · · · · · · · ·			
2.		any Person listed in (1) at ne principal on whose beh			or a nominee o	or nominees, l	ist the name
Name of	f Agent/Nominee	Name	e of Principal		Principal's	Address	
N/A							
3.	Is the Applicant of	constructively controlled b	y another per	son or Legal Entity?	[ ]	Yes [ x	] No
	If yes, state the r such control is be	name, address and perce eing or may be exercised	ntage of bene	icial interest of such	person, and the	e relationship	under which
Name		Address		ercentage of eneficial Interest	Relationsl	nip	
N/A							
Corpora	ate Officers, Mem	ibers and Partners Info	rmation:				
	addresses for all r	e names, addresses, and nembers. For all partner					
Name		Address	C	itle (specify title of office, or whether man r partner/joint venture	nager	Term of Office	
Julie Pe	eric	4549 N. Milwaukee Ave.	Chicago, IL	President / Secreta	ary / Treasurer	2/16/99 -	Present
Robert	C. Miezio	1549 N. Milwaukee Ave.	Chicago, IL	Vice President		8/15/10 - Pre	sent
					·		

# Declaration (check the applicable box):

- [X ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

186

all TRACE	
Cook County	
CORPORA STORY	
Julie Peric CEAL	President
Name of Authorized Applicant/Holder Representative (please pinh or type)	Title
1 1999 : 1	July 8, 2015
Signature	Date
Signature info@agaecontractors.com	(270) 277 0040
info@agaecontractors.com  E-mail address	(773) 777-2240
E-mail address	Phone Number
Subscribed to and sworn before me this 8 th day of July , 2015.	My commission expires: 3-11-19
1110 <u>0 11 day of oary</u> , 2010.	
× Maly PM	
Notary Public Signature	Notary Seal
	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
	§ OFFICIAL SEAL §
	MICHAEL PHUNTENBURG
	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/11/19
	CONTROL OF THE STATE OF THE STA



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

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

F	PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY
١	Name of Person Doing Business with the County: AGAE Contractors, Inc.
A	Address of Person Doing Business with the County: 4549 N. Milwaukee Ave.   Chicago, IL 60630
F	Phone number of Person Doing Business with the County: (773) 777-2240
E	Email address of Person Doing Business with the County:info@agaecontractors.com
İI	f Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:
	Robert C. Miezio, Vice President - (773) 777-2240 x 101 rmiezio@agaecontracting.com
Z	DESCRIPTION OF BUSINESS WITH THE COUNTY Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:
	The lease number, contract number, purchase order number, request for proposal number and/or request or qualification number associated with the business you are doing or seeking to do with the County:
	1555-14475-GC-SBE County-Wide Job Order Contract - SBE General Construction
7	The aggregate dollar value of the business you are doing or seeking to do with the County: $\frac{1,500,000.00}{1,500,000.00}$
	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: Shannon E. Andrews, Chief Procurement Officer
	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:  Phillip Boothby - Director
_	
	DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS
(	Check the box that applies and provide related information where needed
t	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 Χ 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, Coun or Municipal Elected Office	Title and Position of Related C ty Employee or State, County or tial Municipal Elected Official	
N/A	-		
	· · · · · · · · · · · · · · · · · · ·		
If more space is needed, a	ttach an additional sheet f	ollowing the above format.	
between at least o general administra business entity and business entity, or office in the State	ne member of this busines ition of the business entity, d/or employees directly en in the one hand, and at leas	is a business entity and there is entity's board of directors, office agents authorized to execute do gaged in contractual work with the one Cook County employee and office any municipality within Cook	ers, persons responsible for cuments on behalf of the e County on behalf of the d/or a person holding elective
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*
N/A		· · · · · · · · · · · · · · · · · · ·	
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*
_N/A			

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
N/A			
Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A		· · · · · · · · · · · · · · · · · · ·	
•		to the second	
Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
			· · · · · · · · · · · · · · · · · · ·
	· .		
If more	space is needed, attach	an additional sheet following the	above format.
## Description of the Conference of the Conferen	1111	t (11) j.	area ay nagaanaha a taaring ka iyo nagay ka ya ari ka ishi 2 MFI WFI WFI WFI Abida da kini dha in ka
VERIFICATION: To the to and complete. I acknowled limited to fines and debarrons.  Signature of Recipient Ro	ment. SE	Neinformation I have provided on a cor incomplete disclosure is punised.    July 8, 2015   Date	this disclosure form is accurate shable by law, including but not
Makes servinder control (Christian Christian C	90,1KL11	VOIS	
SUBMIT COMPLETED F	ORM TO: Cook Co	ounty Board of Ethics	thioggo Illinois 60602
,		Washington Street, Suite 3040, C 12) 603-4304 – Fax (312) 603-998	
		unty.Ethics@cookcountyil.gov	

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

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

#### **SECTION 4**

#### **COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE**

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

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

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

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

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

t.	Contract Information:	
Contrac	Number: 12-28-340-GC1	
County	sing Agency (requesting Procurement): Procurement	
II.	Person/Substantial Owner Information:	
Person	Corporate Entity Name): AGAE Contractors, Inc.	
Substan	al Owner Complete Name: Julie Peric	
FEIN#	36-4275885	
Date of	irth: E-mail address: info@agaecontractors.com	
Street A	dress: _4549 N. Milwaukee Ave.	
City:	<u>Chicago</u> <u>State: IL</u> <u>Zip: 60630</u>	
Home P	one: (773) 294 - 8586 Driver's License No:	
III.	Compliance with Wage Laws:	
plea, ma	e past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered de an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any or ing laws:	
ů.	Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seg., YES of NO	
	Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES of NO	
	Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or NO	
	Employee Classification Act, 820 ILCS 185/1 et seq., YES or NO	
	Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or NO	
	Any comparable state statute or regulation of any state, which governs the payment of wages YES or NO	
16 h		

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

#### IV. Request for Waiver or Reduction

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

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

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

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default **YES or NO** 

Other factors that the Person or Substantial Owner believe are relevant. YES or NO

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

٧.	Affirmation	31,00	RPORA:	80%				
	The Person/Substantial Owner affirms that all	statement	contained in	n the Affic	lavit are tru	ie, accui	rate and com	iplete.
	Signature:	LELE:	SEAL	; O E		Date:_	December 1	0, 2015
	Name of Person signing (Print): Julie Perio		1999	Tiţte:_	President			
	Subscribed and sworn to before me this1	Oth d	ay of Decer	mber		·	, 20 <u></u> 15	
× ]]]],	li Ph	***	SUNOW					
* ,*	Notary Public Signature			Notar	y Seal	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, ,	and the second section of the second section is the second section of the sect

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

OFFICIAL SEAL
MICHAEL P HUNTENBURG
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:03/11/19

#### **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.

rest of	execution to Corporation at Cluzro
Robert C. Miezio	
President's Name	SEAVice President's Signature
(773) 777-2240	1999 Info@agaecontractors.com
Telephone	LINOIS July 8, 2015
Secretary Signature	Date
	Execution by LLC
Member/Manager (Signature)*	Date
Telephone	Email
Partner/Joint Venturer (Signature)*	on by Partnership/Joint Venture Date
Tarriorount venturer (eignature)	bate
Telephone	Email
Exec	cution by Sole Proprietorship
Signature	Date
Telephone	Email OFFICIAL SEAL
Subscribed and sworn to before me this  8th day of July , 2015.	MICHAEL P HUNTENBURG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:03/11/19
Muli M	My commission expires: 3-11-19
Notary Public Signature	Notary Seal

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

#### **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	VPROPOSER MBE/WBE STATUS: (check t	the appropriate line)				
		Bidder/Proposer is a certified MBE or WBE	E firm. (If so, attach cop	y of current Letter of Certifica	tion)		
		Bidder/Proposer is a Joint Venture and o Certification, a copy of Joint Venture Ag Venture and a completed Joint Venture Af	reement clearly describi	ing the role of the MBE/WBI	E firm(s) and its owners	ch copies of Lett ship interest in th	ter(s) of he Joint
		Bidder/Proposer is not a certified MBE or directly or indirectly in the performance of					is either
l.		Direct Participation of MBE/WBE Firms		Indirect Participation of MB	E/WBE Firms		
achiev achiev	e Direct f e Direct l pation be	pals have not been achieved through Participation at the time of Bid/Prop Participation have been exhausted. considered.  WBEs that will perform as subcontractors	osal submission. Ir Only after written	ndirect Participation will documentation of Good	only be considere	d after all effo	orts to
		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	<u> </u>		
		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			
		Attack additional abouts as morelad					

Attach additional sheets as needed.

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

Cook County  EXHIBIT B - MBE/WBE LETTER OF INTENT	- FORM 2
M/WBE Firm:	Certifying Agency:
Contact Person:	Certification Expiration Date:
Address:	Ethnicity:
City/State: Zip:	Bid/Proposal/Contract #:
Phone: Fax:	FEIN#:
Email:	
Participation: [ ] Direct [ ] Indirect	
Will the M/WBE firm be subcontracting any of the goods or sen	vices of this contract to another firm?
[ ] No [ ] Yes – Please attach explanation. Proposed Su	bcontractor(s):
The undersigned M/WBE is prepared to provide the following C	Commodities/Services for the above named Project/ Contract: (If
more space is needed to fully describe M/WBE Firm's proposed scope	e of work and/or payment schedule, attach additional sheets)
Indicate the <b>Dollar Amount</b> , <b>Percentage</b> , and the <b>Terms of P</b>	avment for the above-described Commodities/ Services:
nations die <u>some Amount, Forontage,</u> and the <u>forms of f</u>	aymone for the above decembed estimated estimates.
	tent will become a binding Subcontract Agreement for the above f a signed contract from the County of Cook; (2) Undersigned
Subcontractor remaining compliant with all relevant credentia	ils, codes, ordinances and statutes required by Contractor, Cook he above work. The Undersigned Parties do also certify that they
	der Description of Service/ Supply and Fee/Cost were completed.
Signature (M/WBE)	Signature ( <i>Prime Bidder/Proposer</i> )
orginataro (mittol)	olgitature (i time biadent roposor)
Print Name	Print Name
Firm Name	Firm Name
i iiii ivaiiie	Filli Naille
Date	Date
Subscribed and sworn before me	Subscribed and sworn before me
this day of, 20	this day of, 20
Notary Public	Notary Public

Cook County	
Occit County	

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

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

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

#### **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:	Title:
Address:	
E mail:	Telephone No:
Date of contact:	Method of contact:
Scope of work solicited:	· · · · · · · · · · · · · · · · · · ·
Reason agreement was not reached:	

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

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

Contract Title:		Contract Number	er:		
Prime proposer:					
Address:					
Telephone:			city _e mail:	State	Zip Code
Proposed Contract am					
Proposed subcontract					
Type of agreement:	lump sum	hourly rate		unit price	
MBE/WBE subcontract	or or supplier:				
Address:					
Telephone:			city _e mail:	State	Zip Code
Work to be performed	by MBE/WBE:	· .		·	
prime proposer and the for the above-named perform the scope of we prime MBE/WBE	project between the	prime Contractor a			
Name of Firm		Name of Firm			. <u></u>
By: Signature		By Signature			<del></del>
Print Name	· · · · · · · · · · · · · · · · · · ·	Print Name			
Title		Title			
Date	<u> </u>	Date			

STATE OF _		
COUNTY OF		
day	of	, 20
Note to Dublic		
Notary Public		
Printed Name	of Notary	<u> </u>
OF/AND IN COURTED	NJUNCTION	WITH THE
BID C	PENING DA	TE:
oosal) the followi	ng described	deposit check:
of:		
	CITY	STATE
Dated	l:	
DER'S NAME		
JEN ON WIL		
EET ADDRESS		
STATE		ZIP CODE
	STATE OF	STATE OF

DO NOT WRITE IN THE SPACES BELOW

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

BOND MAILED TO:\_\_\_\_\_

5. (

)

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

BOND# HGMW-10-238-0506

#### PERFORMANCE AND PAYMENT BOND

Know All Men By These Presents, that we, AGAE C	ontractors, inc.	
as principal, Hudson Insurance Company		
100 William Street, New York, NY 10038		as
surety, are held and firmly bound unto The County of * Seven Hundred Fifty Thousand Dollars (\$) 750,000.00	of Cook in the penal sum of_ & No/100	* Dollars
lawful money of the United States of America, for the	e payment of which sum of	money well and
truly be made, we bind ourselves, our respective h	eirs, executors, administra	tors, successors
and assigns, firmly by these presents.		
Signed, sealed and delivered this 23rd	day of <u>March</u>	, 20_16
The condition of the above obliga	ition is such, That when	eas, the above
bounden principal entered into a certair	Contract with The County	of Cook,
Bearing date the 22nd day of Marc	h, 20 <u>16</u> _, for _	
1555-14475 GC SBE14 - Cook Cou	nty - Wide Job Order (	Contract
suit arising out of said Contract or its performance, when shall have been given to said principal and to said surety said surety as to both liability and amount.  In Witness Whereof, said parties hereto delivered at Chicago, Illinois, all on the day and year first a  AGAE Contractors, Inc.  PRINCIPAL/CONTRACTOR  By:  PRESIDENT	, shall be conclusive against s	said principal and
Hudson Insurance Company		
SURETY	•	SEAL
1/4 -	000001	25054
By: SURETY/ATTORNEY-IN-FACT (ATTACH POWER OF ATTORNEY) Kevin J. Scanlon	003081 AMB#	25054 NAIC#
APPROVED AS TO FORM:  By: All Males		
213 SECTION 7 - EXHIBIT	S	May 2015

	March 2016 , before me	Scanlon , to me known, who,	being by me duly sworn, did depose and say: thathe reside(s) at	; thathe is/are theAttorney-in-fact	Company , the corporation described	in and which executed and annexed instrument; thathe know(s) the corporate seal of said	corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed	by order of the Board of Directors of said corporation; that _he_ signed the same name(s)	thereto by like order; and that the liabilities of said corporation do not exceed its assets as	
COUNTY OF WILL	On this 23rd day of	personally appeared Kevin J. Scanlon	being by me duly sworn,	New Lenox, Illinois	of Hudson Insurance Company	in and which executed and	corporation; that the seal a	by order of the Board of Dir	thereto by like order; and th	wel we bediever a reason of the best server
				Surety	Company Acknowledgment					

SS.:

Illinois

STATE OF

"OFFICIAL SEAL"
GRACIELA CASAUS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 05/05/2019
Bond-3768-A

(Motary Public in and for the above County and State)

My commission expires 05/05/2019



#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

> Kevin J. Scanlon, Richard L. McWethy, Gary A. Eaton, Jr., Robert W. Kegley, Jr. of the State of Illinois

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly \_\_\_\_\_, 20 14 at New York, New York. on this 13th day of November HUDSON INSURANCE COMPANY

Corporate Secretary STATE OF NEW YORK

Dina Daskalakis

COUNTY OF NEW YORK.

On the 13th day of November 2014 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of instrument, that he knows the seal of said Corporation, that the seal affixed to Directors of said Corporation, and what was signed his name thereto by like order.

(Notarial Seal)

(Notarial Seal)

(VALUE CONTROL OF NEW YORK

(NOTATION OF NEW YORK

(N

STATE OF NEW YORK COUNTY OF NEW YORK

M. MERPHY Notary Public, State of New No. 01MU6867553 Qualified in Nassau Count

Michael P. Gleeson

Senior Vice President

Commission Expires December 10, 2017

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Scnior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 23rd OFFO

March

Dina Daskalakis.

Form PerfA 10 8 2010 (v1)

85ALraie 1918

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

To (Contra	actor):	Date:
		Project Number:
		Project Name:
1. The un	ndersigned, having executed a Contract with	
		(Contractor)
	for	(Nature of work)
	in th	e amount of \$
in the cons	struction of the above-identified project, certi	fies that:
(a	The Labor Standards provisions of the aforesaid Contract.	e Contract for Construction are included in the
(b	substantial interest is designated General of the United States pur	on, partnership or association in which he has a as an ineligible Contractor by the Comptroller suant to Section 5.6(b) of the Regulations of the R, Part 5) or pursuant to Section 3(a) of the Davis-76a-2(a)],
(c	Subcontractor if such Subcontractor of which such Subcontractor has a subs	act has been or will be subcontracted to any or any firm, corporation, partnership or association in stantial interest is designated as an ineligible said regulatory or statutory provisions.
d: L:	lays after the execution of any lower sub-	ractor, for transmittal to the recipient, within ten (10) contract a Subcontractor's Certification Concerning rements, executed by the lower tier subcontractor, in
3 T	he workmen will report for duty on or above	(date)

(a)	the legal nam	e and the bus	siness address of the und	lersigned are:	
(b)	The undersign	ned is (check	one):		
_		Sole			
_	· · · · · · · · · · · · · · · · · · ·	Proprietor Partnershi Corporatio	ip		
		Other Org	anization (Describe)		
(c)	The Name an of the unders	d address of gned are:	the owner, partners or of	ficers	
(c)	The Name an of the undersi	d address of gned are:	the owner, partners or of		DDRESS
(c) _	of the undersi	d address of gned are:			DDRESS
(c) _	of the undersi	d address of gned are:			DDRESS
(c) _ _	of the undersi	d address of gned are:			DDRESS
(c) 	of the undersi	d address of gned are:			DDRESS
(c) 	of the undersi	d address of gned are:			DDRESS
(c) 	of the undersi	d address of gned are:			DDRESS
(c) - - -	of the undersi	d address of gned are:			DDRESS

Cook County

DATE:\_\_\_\_

#### **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.

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

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

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

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**

# Disclosure of DBE Participation (Please duplicate as needed)

Name of DBE Subcontractor/Supplier:		
Contact Person:	Title:	
Address:		
E mail:	Telephone No:	
Amount of Subcontract; \$		
Percentage of the total base bid:		meruns 2 de de la companya de la com
Description of the work:		
Percentage of the total base bid:		<u>%</u>
Description of the work:		
Name of DBE Subcontractor/Supplier:		No. 1. Mark Mark Mark Mark Mark Mark Mark Mark
Contact Person:	TICE:	
Address:		
E mail:	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	
Amount of Subcontract: \$	Sayayayaya sayasan ay ay a saya sa ay	
Percentage of the total base bid:	Mary Control of the C	
Description of the work:		

# 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:	- 1 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1-
Amount of Subcontract: \$		
Percentage of the total base bid:		- North Annual Control of Control
Description of the work:		
Reason DBE was not used:		
Name of non-certified Subcontractor/Supplier:		
Confact Person:	Title:	The second secon
Address:		d - 25 y Simm undulg Sca Suade - 25 Abhadhas - 2
Email:	・ルフェイルIIIIIIIIIIIIIIII ar in a can in a	·
Amount of Subcontract: \$		
Percentage of the total base bid:		
Description of the work:		
Reason DBE was not used:		······································
Name of non-certified Subcontractor/Supplier:		7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
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:		

#### THIS PAGE LEFT INTENTIONALLY BLANK

#### 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.

# | 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.

#### THIS PAGE LEFT INTENTIONALLY BLANK

## 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:	
Email.	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:	The state of the s
Contact Person:	Title:
Address	ACE, 2 4
E mail:	Telephone No:
Date of contact	Method of contact:
Scope of work solicited:	
Reason agreement was not reached:	

#### THIS PAGE LEFT INTENTIONALLY BLANK

#### **DBE LETTER OF INTENT - FORM 2**

M/WBE Firm:		Certifying Agency:
		Certification Expiration Date:
Address:		Ethnicity:
City/State:	Zip:	Bid/Proposal/Contract #:
Phone:	Fax:	FEIN#:
Email:		
Participation: [ ] Direct	[ ] Indirect	
Will the DBE firm be subcontra	acting any of the goods or s	services of this contract to another firm?
[ ] No [ ] Yes – Please at	tach explanation. Propos	ed Subcontractor(s):
		g Commodities/Services for the above named Project/ Contract: (If more of work and/or payment schedule, attach additional sheets)
Indicate the <b>Dollar Amount</b> , <b>F</b>	Percentage, and the Terms	s of Payment for the above-described Commodities/ Services:
work, conditioned upon (1) the Subcontractor remaining community, and the State to partial	the Bidder/Proposer's rece pliant with all relevant cre cipate as a DBE firm for th	r of Intent will become a binding Subcontract Agreement for the above eipt of a signed contract from the County of Cook; (2) Undersigned dentials, codes, ordinances and statutes required by Contractor, Coole above work. The Undersigned Parties do also certify that they did not proceed the complete of Service Supply and Fee/Cost were completed.
Signature (DBE)		Signature (Prime Bidder/Proposer)
Print Name		Print Name
Firm Name		Firm Name
Date		Date
Subscribed and sworn before	me	Subscribed and sworn before me
this day of	, 20	this day of, 20
Notary PublicSEAL	<del></del>	Notary PublicSEAL

Cook County		



#### **DBE Participation Statement**

#### (1) Policy

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

#### (2) Obligation

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

(3) F	roject and Bid Identification				
Com	plete the following information concerning the pr	oject and bid:			
Rout			Total Bid		
Secti	on .		Contract DBE Goal		
Proje	d .			(Percent)	(Dollar Amount)
Cour		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
Lettir	ig Date	A. A. Maria			
Cont	act No.	TO THE STATE OF TH			
Lettir	ng Item No.				
(4) /	ssurance				
	ing in my capacity as an officer of the undersign ct my company: (check one) Meets or exceeds contract award goals and h		and Automotive Section (1997) and the section of th	##V_cos/ box (> hadd) drived algorithm of the cost of	tment that on this
, <u>1</u>	Disadvantaged Business Participation	percent			
	Attached are the signed participation statemer participating in this plan and assuring that each Failed to meet contract award goals and has a provided participation as follows:	h business will perl	form a commercially useful	function in the wor	k of the contract
	Disadvantaged Business Participation	percent			
	The contract goals should be accordingly mod support of this request including good faith effi Provision evidencing availability and use of ea commercially useful function in the work of the	ort. Also attached ich business partici	are the signed participation	i statements, requir	ed by the Special
i Vried	Company		The las read Low Bidder is requ	ired to comply with the !	apecial Provision.
By Title			Submit only one utilization plan f submitted in accordance with the Provision in the bid.		
		######################################	Cook County 118 N. Clark Street Chicago, Illinois 60802		-

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 REGUIRED. Failure to provide any information will result in the confract not being awarded. This form derives from IDOT SBE 2025 form.

#### THIS PAGE LEFT INTENTIONALLY BLANK

	THE REQUESTOR IS PROVIDE ALL INFORMA	TO BE THE CONTRAC ITION INDICATED ON TH			
PROJECT:	95				
TO:	<u> Maringanian (Maringa</u>	<u> </u>	:		
FROM:	REQUESTOR OF SHUTDOWN				
1. THE CO	INTRACTOR FOR THE ABO	VE REFERENCED PROX	IECT IS REQUESTING	THE FOLLOWING U	TETTY SHUTDOWN;
UTILITY:	EDITERATION AND THE THE CONTRACTOR	111/2/2011   Fill   Fil	The state of the s	The continues that it is the true of the transfer of the trans	ering G. Gibbliografichersky was was by 1882
TOE 4-02, VO 98,889890	S. H. J. S.				
2. FOR WO	ORK THAT WILL TAKE PLAC	E IN/AT THE FOLLOWIN			
DLPU.	The second secon				ALA A READY BY LONGING TO THE STATE OF THE S
3. THE PU	RPOSE OF THIS SHUTDOW	IN 15 TO:			
REPAIR	REPLACE	REMOVE INS	TALE MODIF	Y cr	
	M/S NOTED BELOW AS RE		HOURS		
5. THE ES	TIMATED DURATION OF THE	IE SHUTDOWN IS:	Hours		
5. THE ES	TIMATED DURATION OF TH	IE SHUTDOWN IS:	HOURS		
5. THE ES	TIMATED DURATION OF TH TE'S & TIME/S REQUESTED DATE	HE SHUTDOWN IS:  D FOR THE SHUT DOWN TIME	HOURS NARE AS FOLLOWS: 10; DAY	DATE	
5. THE ES  6. THE DA  FROM:	TIMATED DURATION OF TH	IE SHUTDOWN IS:	HOURS	man Net Louisia	TIME TIME
5. THE ES  6. THE DA  FROM: DAY DAY	TIMATED DURATION OF TH TE'S & TIME/S REQUESTED DATE	HE SHUTDOWN IS:  DEOR THE SHUT DOWN  TIME  TIME	HOURS.  NARE AS FOLLOWS:  TO: DAY  DAY	DATE	TIME
5. THE ES  6. THE DA  FROM: DAY DAY	TIMATED DURATION OF THE STEPS & TIME/S REQUESTED DATEDATE	HE SHUTDOWN IS:  DEOR THE SHUT DOWN  TIME  TIME	HOURS.  NARE AS FOLLOWS:  TO: DAY  DAY	DATE	TIME
5. THE ES 6. THE DA FROM: DAY DAY 7. THIS SI	TIMATED DURATION OF THE STEPS & TIME/S REQUESTED DATEDATE	HE SHUTDOWN IS:  DEOR THE SHUT DOWN  TIME  TIME	HOURS  NARE AS FOLLOWS:  TO:  DAY  DAY  THE FOLLOWING COX	DATE	TIME
5. THE ES 6. THE DA FROM: DAY DAY 7. THIS SI 1.	TIMATED DURATION OF THE TES & TIME/S REQUESTED DATE DATE	HE SHUTDOWN IS:  DEOR THE SHUT DOWN  TIME  TIME	HOURS  NARE AS FOLLOWS:  TO: DAY DAY  HE FOLLOWING COX 3.	DATE	TIME
5. THE ES  6. THE DA  FROM: DAY DAY 7. THIS SI 1. 2. COUNTY!	TIMATED DURATION OF THE TESS & TIME/S REQUESTED DATE DATE	D FOR THE SHUT DOWN TIME TIME COORDINATION WITH T	HOURS  NARE AS FOLLOWS:  10: DAY DAY  HE FOLLOWING COX 3.	DATE	
5. THE ES 6. THE DA FROM: DAY DAY 7. THIS SI 1. 2. COUNTY A	TIMATED DURATION OF THE TESS & TIME/S REQUESTED DATE DATE	HE SHUTDOWN IS:  DEOR THE SHUT DOWN  TIME  TIME	HOURS  NARE AS FOLLOWS: TO: DAY DAY HE FOLLOWING COX 3, 4.	DATE	TIME
5. THE ES  6. THE DA  FROM: DAY DAY 7. THIS SI 1. 2. COUNTY!	TIMATED DURATION OF THE TESS & TIME/S REQUESTED DATE DATE	D FOR THE SHUT DOWN TIME TIME COORDINATION WITH T	HOURS  NARE AS FOLLOWS:  TO: DAY DAY  HE FOLLOWING COX 3. 4.  SIGNATURE	DATE	
5. THE ES 6. THE DA FROM: DAY DAY 7. THIS SI 1. 2. COUNTY A SIGNATURE	TIMATED DURATION OF THE TESS & TIME/S REQUESTED DATE DATE	DE SHUTDOWN IS:  DEFOR THE SHUT DOWN  TIME  TIME  TIME  DATE	HOURS  NARE AS FOLLOWS: TO: DAY DAY HE FOLLOWING COX 3, 4. SIGNATURE	DATE	
5. THE ES 6. THE DA FROM: DAY DAY 7. THIS SI 1. 2. COUNTY A SIGNATURE	TIMATED DURATION OF THE TESS & TIME/S REQUESTED DATE DATE	D FOR THE SHUT DOWN TIME TIME COORDINATION WITH T	HOURS  NARE AS FOLLOWS:  TO: DAY DAY  HE FOLLOWING COX 3, 4.  SIGNATURE  TITLE	DATE	
5. THE ES 6. THE DA FROM: DAY DAY 7. THIS SI 1. 2. COUNTY A SIGNATURE	TIMATED DURATION OF THE TESS & TIME/S REQUESTED DATE DATE	DE SHUTDOWN IS:  DEFOR THE SHUT DOWN  TIME  TIME  TIME  DATE	HOURS  NARE AS FOLLOWS: TO: DAY DAY HE FOLLOWING COX 3, 4. SIGNATURE	DATE	

#### Department of Facility Management - Locations

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

Juvenile Court 2245 W. Ogden Chicago, Ill. 60612

Facilitates Management 69 West Washington Chicago, Ill. 60602

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

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

Cook County Building 118 North Clark Chicago, Ill. 60602

Markham Courthouse 16501 So. Kedzie Markham, Ill. 60426

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

Rockwell Warehouse 2323 South Rockwell Chicago, Ill. 606

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

Bridgeview Courthouse 10220 So. 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	A BODY POLITIC AND CO	RPORATE OF THE STAT	E OF ILLINOIS, THIS C	ONTRACT IS HEREBY
	Zhom	8. N		
	COOK COUNTY CH	HIEF PROCUREMENT OF	FICER	
DATED AT CHICAGO, ILLINOIS THIS	DAY OF	June		20_ 16
IN THE CASE OF A BID, THE COUNTY HE	EREBY ACCEPTS:			
THE FOREGOING BID/PROPOSAL/RESPC	ONSE AS IDENTIFIED IN T	HE CONTRACT DOCUM	ENTS FOR CONTRACT	NUMBER
1555-14475 GC SBE14			•	
<u>OR</u>				
ITEM(S), SECTION(S), PART(S):				
		\$		
TOTAL AMOUNT OF CONTRACT:	\$3,000,000.00	(DOLLARS AI	ND CENTS)	
FUND CHARGEABLE:				
ASSISTANT STATE'S ATTORNEY (Required on contracts over \$1,000,000.00	<u>(</u>		APPROVENCY INTERPORTED APPROVENCY I 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1	Seigners 116
5/3/16 Date				



#### 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

GREGG GOSLIN

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District OFFICE OF THE CHIEF PROCUREMENT OFFICER

#### **SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 ● Chicago, Illinois 60602 ● (312) 603-5370

#### **ADDENDUM NO. 1**

June 19, 2015

#### **County-wide Job Order Contract**

## for Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

#### A. 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:

- Change #1 Replace Page 14 of Book 1 Solicitation Package with Attachment 1, Revised Page 14A.
   CI-11 Eligibility, A and B has been revised.
- Change #2 Replace Page 15 of Book 1 Solicitation Package with Attachment 1, Revised Page 15A.
   Cl-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 Marketplace.

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

#### 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 (M/WBE), and Small Business Construction Initiative, page 58. For required documents regarding the SBE Construction Initiative, see Page 60 of Book 2, Section Three, Part Three - C. Required Pre-Award Bid Submittals and D. Required Submittals Prior to the Issuance of a Job Order.

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

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. Question: 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.

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

17. 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.

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

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

Answer: Refer to Attachment 3.

ORIGINATED BY:

Danuta Rusin

Senior Contract Negotiator

CHIEF PROCUREMENT OFFICER

; ;

; )

#### Cook County

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

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

#### CI-10 ASSIGNMENT OF WORK

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

#### CI-11 ELIGIBILITY

- 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>.

, 3

1 1

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.

- 1. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to that Work from the effective date of such revision. Any anticipated increase due to the revision of the prevailing wage rates during the course of the Contract must be taken into account by the bidder considering the posted unit prices in Book 4 and the anticipated CCI adjustment to the Adjustment Factors.
- B. Davis Bacon Wage Rates: For Job Orders funded in part or whole with federal money, not

less than the Davis Bacon wages as determined by the United States Department of Labor shall be paid to all trades performing work under this Contract. Davis Bacon wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <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	<del>\$1,000,000</del> *\$500,000	
Highway / Site Work	<del>\$2,000,000</del> - *\$1,000,000	_\$750,000 *\$375,000	
Demolition	\$ <del>5,000,000</del> - *\$2,500,000	_\$750,000 *\$375,000	
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.

1.7

## 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.

#### 18-42 COALITION OF UNIONIZED PUBLIC EMPLOYEES

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

#### **END OF SECTION**

; )

#### 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.
- "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.
- "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.
- "County Marketplace" means the six-county region, currently the Counties of Cook, DuPage, Kane, Lake, McHenry and Will.
- B Policy and Goals
  - 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-

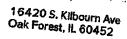
; }

; )

# 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 Hail at 10:00 AM Contract #1555-14475 - County-wide Job Order Contract



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 12b4risk@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 B-mail: adarroch@pathec.com

13

Construction Company

## **Leo J. Wright** Vice President

h 173-184-3474 173-754-0957 (wijdinahing agnan, com Www.fiaplactian, com

F.H. Pascher, S.N. Nielsen | General Contractors 5515 N: East Piver Fload | Chicago, IL 60656

A Service Disabled Veteran Owned Small Business (SDVOSB)

Ph: (224) 265 0088

Fax: (224) 603 9000 Javier@mastardesignbulki.com

#### Javier Delatorre, SSgt. USMC President

4706 N. Ravenswood Avenue Chicago, IL 60640

#### **CHRIS WALES**

Pacific Construction Services, Inc. 4700 north revensed of suite be chicago - ithous 60640

773.290.1597 773,339,0646 773.290.1584 chris.weies@poschicago.com







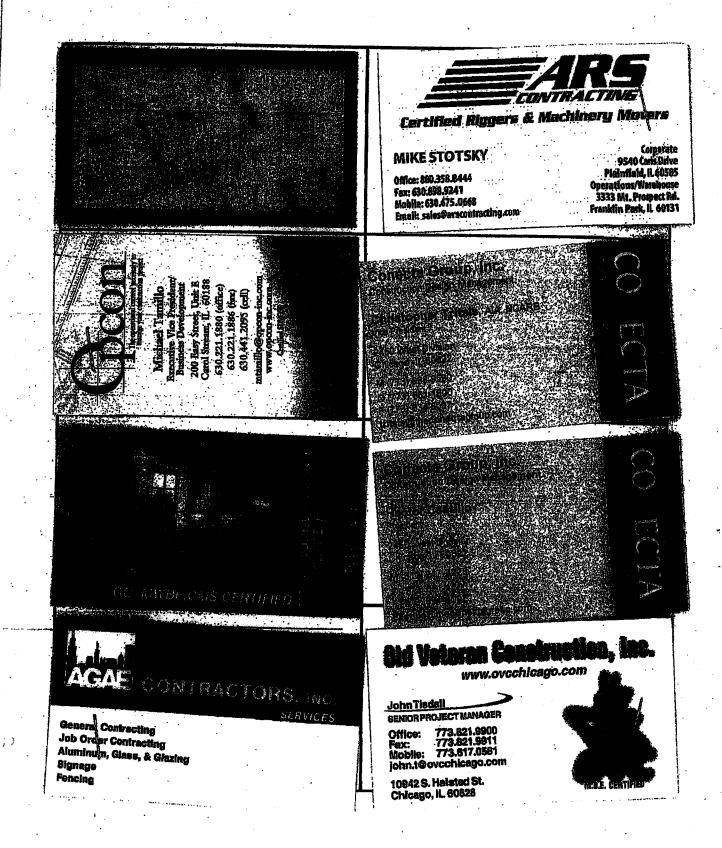
Mike Cwienkala Vice President

312 N.Mey St., Suite J. 10, Chicago, It. 60507 p. 1624 Colombi Plony, Inverness, II. 60057 Phone 312-432-1070 "Call 947-561-4966 " Fax 312-432-107! mike km@dcglobal.set . www.kmillar.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.sliva@cookcountyil.gov

SERGIO SILVA
CONTRACT COMPLIANCE OFFICER
CONTRACT COMPLIANCE
COOK COUNTY GOVERNMENT

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



Oscar Navarrete Project Coordinator

onavarrete@haclaworks.org www.haclaworks.org

Hispanic American Construction Industry Association

650 W. Laker Street - Suite 415 - Chicago, IL 60661 (812) 575-0369 FAX (812) 575-0544 Joseph McEvoy
Project Manager
Construction



MCDONIGH

Comment Comments

Direction of the contract

| The Works Associated | Common 67 to 275, 774 | Commo

s assumdonighent it water to



Jörge A. Sanchez Project Coordinator

jsanchez@hacleworks.org www.hacleworks.org

HACIA Scholarship Foundation

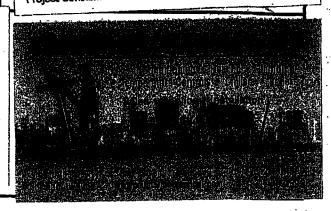
650 W. Lake Street - Sulte 415 - Chicago, IL 60661 (312) 575-0389 FAX (312) 575-0544 16420 S. Kilbourn Ave Oak Forest, IL 60452 P 708.535,3600 F 708.535.6655



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 Chicago IL 60618

o: (773) 478-8680 f: (773) 478-8650

Douglas Mota President dmota@platacorp.com

General Contracting • Construction Management • Design-Build



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 pgoldendorl@leopardo.com

Attendee wame:



Earl I. Manning Jr. Program Director PMCM Division

ARCADISULS., Inc. 120 South Lasalle Street, Suite 1350 Chicago, I 60503 USA D. 312 229 5484 M. 808 989 3361 www.arcadis-us.com earl.manning@



SYNNOV GROUP, INC

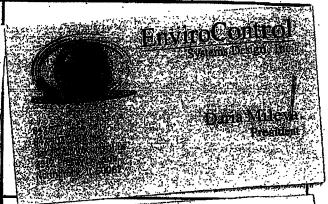
Excellence in Project Controls

Melissa Angelucci

; 3

Vice President Melissa. Angelucci@synnovgroup.com Glendale Heights, IL 60139 www.synnovgroup.com

(773) 294-4941 1539 Club Drive



Mark S. Kadziela

Processor + WNO

markkadzielaegmail.com

Pagoda Electric & Construction Inc.

1788 Cornell Road • Floremaor, 9L 60422

Dr. Shorty Mills, PhD

Phone: 708-263-9540

President. shortmills@gmall.com

Fax: 708-647-6368 smills@pagodaelectric.com



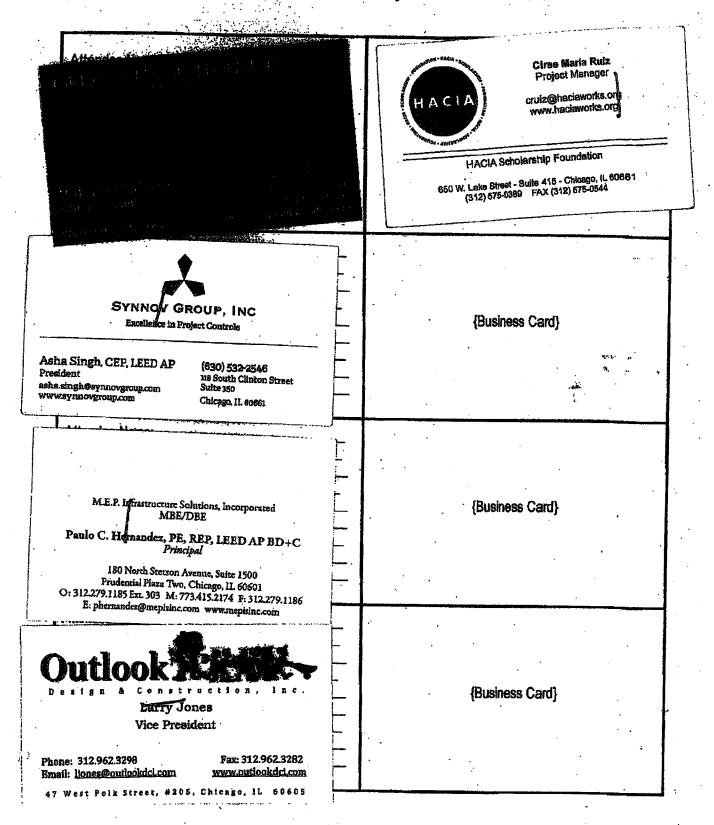
Cirse Maria Ruiz Project Manager

crulz@haciaworks.org www.haclaworks.org

HACIA Scholarship Foundation

850 W. Lake Street - Suite 415 - Chicago, IL 60861 (312) 675-0389 FAX (312) 575-0544

# 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

	nent Factor: Contractor shall multiply the mined in Article II.B, JOC General Cond	itions contained in Book 2.
•		
	(Specify to four (4) decimal places)	
Award Criteria Figure: 0     Figure calculated on Bid	Contractor shall include, in the space pro Form 2G	ovided below, the Award Criteria
	(Specify to four (4) decimal places)	
BID DUE DATE		
	than 10:00 AM on-FBD, (ii) 45 onth Floor, Room 1018, County of Cook I	· · · · · · · · · · · · · · · · · · ·
· ·		
ADDENDUM RECEIPT		
	enda to the Contract Documents is ackn	owledged:
The receipt of the following adde	Date:	
The receipt of the following adde	Date:	
The receipt of the following adde  Addendum No  Addendum No	Date:  Date:  Date:	

#### 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 Paceda Company Name: Scuolo Aca.	
Company Address: 329 W. 18TH ST.  CHICAGO, TL GOGIG  SOITE 904 A  Telephone: 517 846.6415	{Business Card}
Fax: E-Mail: <u>JPAXEJA@ STUDIOA@Q. C.C.M.</u> Flease print clearly	
Attendee Name:	1.00 m
Company Address:	{Business Card}
Telephone: Fax: E-Mail: Please print clearly	чесь Эа - че чений
Attendee Name:	
Company Name:	
Company Address:	(Business Card)
Telephone:	
E-Mail:Please print clearly	
Attendee Name:Company Name:	
Company Address:	{Business Card}
Telephone:Fax:	
E-Mail: Please print clearly	

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

### D. Changes:

- 1. Change #1 Replace Page 2 of Book 1 Solicitation Package with Attachment 1, Revised Page 2A. Bid due date extended from June 26, 2015 to July 10, 2015.
- 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

SHANNON E. ANDREWS

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

	and the second s
Attendee Name: CALVINTON Company Name: Pit Stop Jawitonal Call 95 PAXTON Ave CALUMET, CITYL Company Address: Calumet City, ILL 60% Telephone: 708-808-4766 Fax: E-Mail: FIRST CLASS 3025 (A) quantile Please print clearly	<b>仁飞が409</b> {Business Card}
Attendee Name: DARK LOWNS Company Name: DT CO  Company Address: IS941 S, NARSM RUE  SUNE 109  TINLEY PARK LL. 60477  Telephone: 708-860-7802  Fax: 1-866-502-6030  E-Mail: +hed+coalAllow/  Please print clearly	{Business Card}
Cutlook Struction inc  Larry Jones  Vice President  Phone: 312,962,3298  Email: itones@outlookdci.com  47 West Polk Street, #205; Chicago, IL 60605	{Business Card}
international Quality Contracting  24225 Volbrecht Rd Crete, IL 60417 Phone: 708.897.1204 Fac: 708.672.6769  Sarah Birungi CEO  IOcontract@email.com	Full Secretary Constructor  Full Secretary Contractor  New Flooting Room Additions Finish Consensy Ment Star Faming Ment Star Faming Ment Star Faming Room Star

Certified Mold Remediator

General Contractor

### 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

### CT Mechanical

Laura Canniff Senior Project Manager

1070 North Garlield Lombard, IL 60148 p 630.227.1700 c 773.495.4864 f 847.483.1970 e loanniffectmwbs.com

теазе рпп свеалу

Cell Ph. (778), 412-8993 Phoenix location: (602) 274-7014

1723 B. 714 Girest Objection IL 60649





16420 S. Kilbourn Ave Oak Forest, IL 60452

P 708.535.3600 F 708.535.6655



S Mechanical, Inc.

Daniel Nolan Business Manager

C 708.906.0386 dnolan@smechanical.com



ELECTRICAL, LIGHTING & SOLAR SERVICES DBE/WBE

Kathy Esposito President

1000 E. State Perturey, Suite C - Schaumburg, IL 50173 Phone: 847-882-0800 Etc. 111 - Fest 847-882-0800

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: 040, 356, 2444 Fau: 630, 286, 5241 Maylin: 630, 675, 3668 Emill: 30, 10, 690 mainteaths, com

9840 Care Bible Freinfeld, IL GOSE Operations/Reventions 333 AL. Prospect Rd. Frenklin Field, IL & 0931

CONSTRUCTION INC.

DBE SBA 8(a) MBE

George N. Kinnison, President

Applied Controls & Contracting Services, Inc. Tengensus Control Building Asiantin Systems

Small: Chimison@sccahome.com South Holland, IL. 60473-2030 Tel: 708-596-7400 Fex: 708-696-1020 539-541 W. Taft Drive Mobile: 708-207-7157

8

JAMES CHNICH ROJECT MANAGER

HLINGS 84628 FAX 779-876-1501 • CHICAGO palii borb constitutusti constant 207 bilit marbali bivd. • Chicad 778-523-7111

ENAIL: janich@pmibmgronefruction.com

SUSHIN NELSON President

Certified WBE end DRE Established 1995

\$ \$ 690.558.958 4 % 6.90.688.9686

6160 River Rd
i hodglens, IL 66625
Celt. 708-364-3610
Admingfelgrangecrans.com
Admingfelgrangecrans.com
Certains Wescosts.com

Mike Abrigo Project Abragor

630.207.0078 <u>م</u> ن

e \* susen nelson@sutumnconstruction.com

449 Elsenbows: lane South, Lombard, Hinnis 60148 www.sutumiconstruction.com

CT Mechanical

Monica Green Safety Director

### 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 Turnquisi	
Company Name: BKOad Why ELECTER	The.
Company Address: 831 Dak Hon St	{Business Card}
Telephone: <u>847-593-666</u>	
E-Mail:Please print clearly	
Attendee Name: David Likbruich Company Name: Kandall Industries, Inc.	
Company Address: 741 S. Rate 23 Findust, 24 60126	{Business Card}
Telephone: \$30 - 833 - 9100  Fax: 630 - \$33 - 9108  E-Mail: d. Lie bourch & gandallinda tom  Please print clearly	ngert gr
Attendee Name:	
Company Name:	
Company Address:	
	{Business Card}
Telephone:Fax:	
E-Mail:	
Please print clearly	
Attendee Name:Company Name:	
Company Address:	
	{Business Card}
Telephone:	
Fax: E-Mail: Please print clearly	
Please print clearly	

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

Attendee Name: Bill Nount & C. Chicago Commercial Construction Company Name: JM Policure I Scott Josiyn Company Address: 10127 W. Estimator Westchester IL. sjoslyn@ccc-chicago.com 773-936-3527 Cell Telephone: 708-450-1156 Fax: E-Mail: GiMACLUV, COM Please print clearly STEDHEN Attendee Name: AUNIS Company Name: YERNIX (Trov VESTBROOK CAPITAL, INC. Company Address: 151 Funding The Entrepreneurial Spirit Low BARD Gerald Doles - President Telephone: \_\_\$12 9180 Fax: E-Mail: SDAUNIS @ DOWN COMOUD. COM gdoles@westbrookcapital.com Tel: 708-579-9696 Fax 708-579-5426 www.westbrookcapital.com Please print clearly P.O. Box 654, LaGrange IL 60525 Cell 708-642-7893 Insured Bonded Licensed DJT co. ryl Towns Sr. Owner Property Development Direct 7734 Certified MBE Office 708-479-1150 City of Chicago E-mail THEDITCO@AOL Pax 1-866-620-8331 MIKE AMADYO CR Miller Contractors Inc Estimator/Project Manage Aguaplumbinginc@gmail.com Jim Heidorn Senior Vice President Serving All Of Chicago Land Are 630-546-7216 312 N. May St., Suite 110, Chicago, H. 60607 • 1624 Colonial Pixey, Inverness, H. 60067 Phone 312-432-1070 • Cell 947-417-9076 • Fax 312-432-1071 im-krm@sbcglobel.net • www.icrnifler.com

Pre-priced Task as determ	ent Factor: Contractor shall multiply this factor times the cost of the Nor ined in Article II.B, JOC General Conditions contained in Book 2.
	(Specify to four (4) decimal places)
Award Criteria Figure: Co Figure calculated on Bid Fo	ontractor shall include, in the space provided below, the Award Criteria orm 2M
BID DUE DATE	(Specify to four (4) decimal places)
	nan 10:00 AM on <b>TBD</b> , <b>July 10, 2015</b> in the box in the County th Floor, Room 1018, County of Cook Building, 118 North Clark Street,
ADDENDUM RECEIPT	
The receipt of the following adden	da to the Contract Documents is acknowledged:
Addendum No	Date:
BIDDER NAME:	

3.	Non Pre-priced Adjustment Factor Pre-priced Task as determined in Art	r: Contractor shall multiply this factor times the cost of the Non ticle II.B, JOC General Conditions contained in Book 2.
	(Spe	cify to four (4) decimal places)
4.	Award Criteria Figure: Contractor s Figure calculated on Bid Form 2E	hall include, in the space provided below, the Award Criteria
	(Spec	cify to four (4) decimal places)
BID [	OUE DATE	
of Coo Chica ADDE	ok Procurement Office, Tenth Floor, Rgo, Illinois 60602.  ENDUM RECEIPT	AM on TBD, July 10, 2015 in the box in the County oom 1018, County of Cook Building, 118 North Clark Street,  Contract Documents is acknowledged:
	ndum No	Date:
	ndum No	Date:
Adder	ndum No	Date:
Adder	ndum No	Date:
BIDDI	ER NAME:	

Pre-priced Task as determined i	n Article II.B, JOC General Conditions contained in Book 2.
	(Specify to four (4) decimal places)
Award Criteria Figure: Contract Figure calculated on Bid Form 25	tor shall include, in the space provided below, the Award Criteria SW
	(Specify to four (4) decimal places)
BID DUE DATE	
of Cook Procurement Office, Tenth Floo Chicago, Illinois 60602.  ADDENDUM RECEIPT	the Contract Documents is acknowledged:
Addendum No	
Addendum No	
Addendum No	
Addendum No	Date:
BIDDER NAME:	

Pre-	oriced Task as determined in Article	II.B, JOC General Conditions contained	in Book 2.
	(Specify to	o four (4) decimal places)	
4. <u>Awa</u> Figui	rd Criteria Figure: Contractor shall re calculated on Bid Form 2SW	include, in the space provided below, the	Award Criteria
	(Specify to	o four (4) decimal places)	
BID DUE D	<u>ATE</u>		
of Cook Pro Chicago, Illi	ocurement Office, Tenth Floor, Room	on TBD, July 10, 2015 in the box in the 1018, County of Cook Building, 118 No.	•
The receipt	of the following addenda to the Con	tract Documents is acknowledged:	
Addendum	No	Date:	
BIDDER NA	AME:		

3.	Non Pre-priced Adjustment Pre-priced Task as determine	t Factor: Contractor shall multiply this factor times the cost of the Noned in Article II.B, JOC General Conditions contained in Book 2.
	, was a same de determine	2 m Autole 11.b, 300 General Conditions contained in Book 2.
		(Specify to four (4) decimal places)
		(=====) (= /ea/ (/) decimal places)
4.	Award Criteria Figure: Contr Figure calculated on Bid Form	ractor shall include, in the space provided below, the Award Criterian 2R
		(Specify to four (4) decimal places)
BID I	DUE DATE	
Bids	are to be received no later than	10:00 AM on TBD, July 10, 2015 in the box in the County
of Co		loor, Room 1018, County of Cook Building, 118 North Clark Street,
ADDI	ENDUM RECEIPT	
The r	eceipt of the following addenda	to the Contract Documents is acknowledged:
Adde	ndum No	Date:
Adde	ndum No	Date:
Addei	ndum No	
Adder	ndum No	
BIDDI	ER NAME:	

3.	Non Pre-priced Adjustment Fa Pre-priced Task as determined in	nctor: Contractor shall multiply this factor times the cost of the Norn Article II.B, JOC General Conditions contained in Book 2.
		(Specify to four (4) decimal places)
4.	Award Criteria Figure: Contract Figure calculated on Bid Form 20	tor shall include, in the space provided below, the Award Criteria G-SBE
		(Specify to four (4) decimal places)
BID D	UE DATE	
of Coo Chicag ADDE	k Procurement Office, Tenth Floo po, Illinois 60602. NDUM RECEIPT	:00 AM on TBD, July 10, 2015 in the box in the County r, Room 1018, County of Cook Building, 118 North Clark Street, the Contract Documents is acknowledged:
	dum No	
	dum No	
Adden	dum No	
Adden	dum No	Date:
BIDDE	R NAME:	

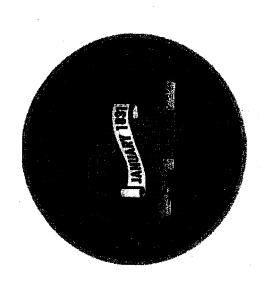
3.	Non Pre-priced Adjustment F Pre-priced Task as determined	Factor: Contractor shall multiply this factor times the cost of the North In Article II.B, JOC General Conditions contained in Book 2.
		(Specify to four (4) decimal places)
4.	Award Criteria Figure: Contra Figure calculated on Bid Form 2	ictor shall include, in the space provided below, the Award Criteria 2M-SBE
BID [	DUE DATE	(Specify to four (4) decimal places)
of Cod		10:00 AM on TBD, July 10, 2015 in the box in the County bor, Room 1018, County of Cook Building, 118 North Clark Street,
ADDE	ENDUM RECEIPT	
The r	eceipt of the following addenda to	o the Contract Documents is acknowledged:
Adde	ndum No	Date:
Adder	ndum No	Date:
Adder	ndum No	Date:
Adder	ndum No	Date:
BIDDI	ER NAME:	

	Pre-priced Task as determined in A	tor: Contractor shall multiply this factor times the cost of the Nor Article II.B, JOC General Conditions contained in Book 2.
		·
	(S	specify to four (4) decimal places)
4.	Award Criteria Figure: Contractor Figure calculated on Bid Form 2E-	r shall include, in the space provided below, the Award Criteria SBE
	(S <sub>1</sub>	pecify to four (4) decimal places)
BID	DUE DATE	
Bids	s are to be received no later than 10:0	00 AM on FBD, July 10, 2015 in the box in the County
of Co		Room 1018, County of Cook Building, 118 North Clark Street,
Onic	ago, minors occuz.	
	DENDUM RECEIPT	
ADD	DENDUM RECEIPT	ne Contract Documents is acknowledged:
ADD The	DENDUM RECEIPT	
ADD The Adde	DENDUM RECEIPT receipt of the following addenda to the	Date:
ADD The Adde	DENDUM RECEIPT receipt of the following addenda to the	Date:
ADD The Adde Adde	DENDUM RECEIPT receipt of the following addenda to the endum Noendum Noendum Noendum No	Date:  Date:

3.	Non Pre-priced Adjustment Facto	r: Contractor shall multiply this factor times the cost of the No	or
	Pre-priced Task as determined in A	rticle II.B, JOC General Conditions contained in Book 2.	
	· (Spe	ecify to four (4) decimal places)	
4.	Award Criteria Figure: Contractor s Figure calculated on Bid Form 2SW-	shall include, in the space provided below, the Award Criteria -SBE	
	(Spe	ecify to four (4) decimal places)	
BID [	DUE DATE		
Bids a	are to be received no later than 10:00	AM on 185, July 10, 2015 in the box in the County	
of Co	ok Procurement Office, Tenth Floor, R	Room 1018, County of Cook Building, 118 North Clark Street,	
Chica	go, Illinois 60602.		
ADDI	ENDUM RECEIPT		
	·····		
i ne r	eceipt of the following addenda to the	Contract Documents is acknowledged:	
Adde	ndum No	Date:	
Adde	ndum No	Date:	
Adde	ndum No	Date:	
Addei	ndum No	Date:	
BIDD	ER NAME:		
			_

	Pre-priced Task as determined in A	Article II.B, JOC General Conditions contained i	n Book 2.
	(S	pecify to four (4) decimal places)	
4.	Award Criteria Figure: Contractor Figure calculated on Bid Form 2D-	shall include, in the space provided below, the SBE	Award Criteria
	(Sp	pecify to four (4) decimal places)	
BID E	DUE DATE		
Bids a	are to be received no later than 10:0	0 AM on-FBD, July 10, 2015 in the box in the	County
of Cod		Room 1018, County of Cook Building, 118 Nort	-
ADDE	ENDUM RECEIPT		
The re	eceipt of the following addenda to the	e Contract Documents is acknowledged:	
Adde	ndum No	Date:	
Adder	ndum No	Date:	
Adder	ndum No	Date:	
Adder	ndum No	_ Date:	
BIDDI	ER NAME:		

3.	Non Pre-priced Adjustment Factor Pre-priced Task as determined in Art	Contractor shall multiply this factor times the cost of the Non icle II.B, JOC General Conditions contained in Book 2.
	- (Spec	cify to four (4) decimal places)
4.	Award Criteria Figure: Contractor sh Figure calculated on Bid Form 2R-SB	nall include, in the space provided below, the Award Criteria E
	(Spec	ify to four (4) decimal places)
BID [	DUE DATE	
Bids	are to be received no later than 10:00 A	AM on-TBD, July 10, 2015 in the box in the County
of Co		oom 1018, County of Cook Building, 118 North Clark Street,
ADDE	ENDUM RECEIPT	
The re	eceipt of the following addenda to the (	Contract Documents is acknowledged:
	ndum No	Date:
Adder	ndum No	Date:
Adder	ndum No	Date:
Adder	ndum No	Date:
BIDDE	ER NAME:	
	- CONTRACTOR - CON	



# Job Order Contracting

Document No. 1555-14475

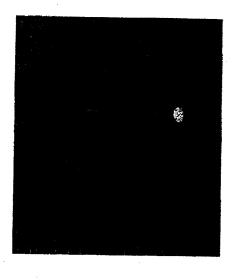
Pre-Bid Meeting: June 2015

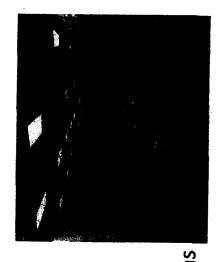
### **Topics**

- 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?

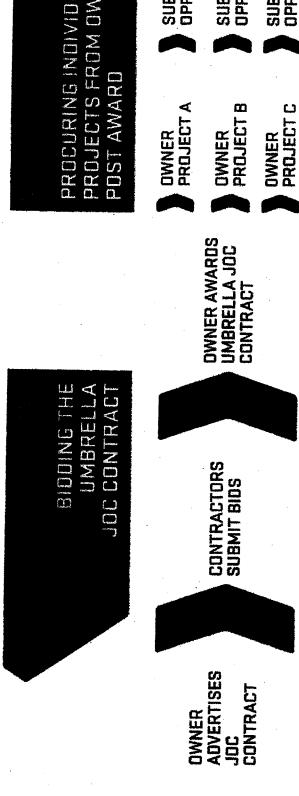
- JOC has been used at the:
- Morgue
- Jails
- Hospitals
- Warehouses
- Corporate Buildings
- County roads
- District offices
- Courthouses, etc.

### 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 -Overal

### We are at Part



- SUBCONTRACTING OPPORTUNITIES
  - SUBCONTRACTING OPPORTUNITIES
- SUBCONTRACTING OPPORTUNITIES

# JOC PROCESS - HOW IS JOC BID?

# Award Based on Competitive Bids

- Must Bid 3 Adjustment Factors:
- Normal Working Hours: 7:00 am to 4:00 pm Monday to Friday
- Other Than Normal Working Hours: 4:01 pm to 6:59 am Monday to Friday, and all day Saturday, Sunday and Holidays
- Non Pre-priced Tasks
- Each Adjustment Factor is Weighted to Create an Award Criteria Figure
- The aggregate of all factors is deemed to be the Lowest Bid

# More about Adjustment factor... later slides

# JOC Process - # of Awards

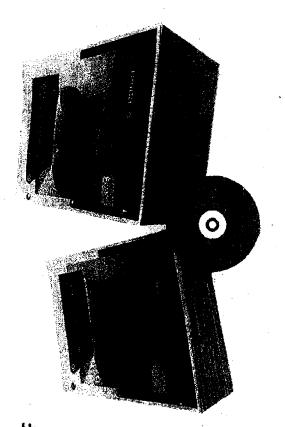
The County is intend to award to the number of contracts based on the chart below.

Solicitation #	Discipline	# of Potential Contract Awards	Bid Deposit	Estimated Annual Value	Contract	MBE Participation Goal	WBE Participation Goal	Goal
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	188	SBE GOAL = 51%	
1555-14475- MC-SBE	SBE Mechanical Construction	1 Award	\$25,000	\$1,000,000	2 Years	7885	SBE GOAL = 51%	
1555-14475- EC-SBE	SBE Electrical Construction	1 Award	\$25,000	\$1,000,000	2 Years	HBS	SBE GOAL = 51%	
1555-14475- SW-SBE	SBE Highway / Site Work	1 Award	\$25,000	\$750,000	2 Years	SBE	SBE GOAL = 51%	
1555-14475-D. SBE	SBE Demolition	1 Award	\$25,000	\$750,000	2 Years	78S	SBE GOAL = 51%	
1555-14475- RC-SBE	SBE Residential Construction	1 Award	\$25,000	\$0	2 Years	SSBE	SBE GOAL = 51%	

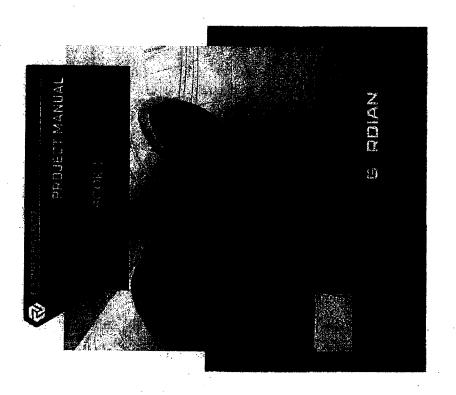
### σ

# JOC CONTRACT DOCUMENTS

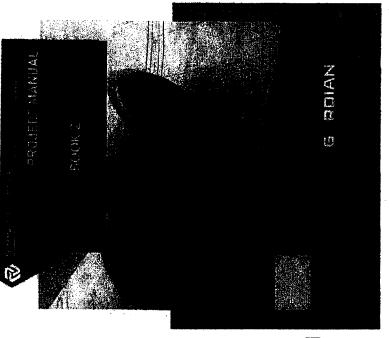
- Book 1 Contract Information, Instructions to Bidders, Condition of Contract, and Execution Documents
- Book 2 General Conditions and Special Conditions
- **Book 3 -** The Construction Task Catalog
- Book 4 The Technical Specifications



- **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

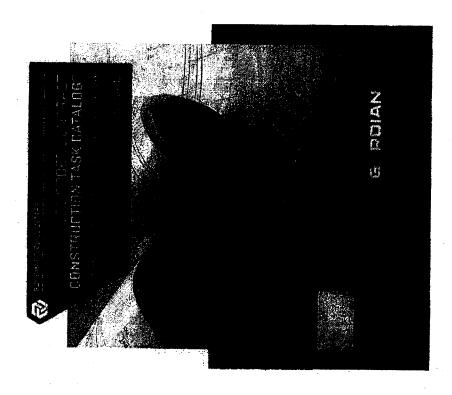


- Book 2 General Conditions and Special Conditions
- Section 1 General Conditions
- Section 2 General Requirements
- Section 3 DBE, M/WBE Conditions, and Small Business Construction Initiative
- Section 4 Liquidated Damages
- Section 5 JOC Special Conditions
- Section 6 Special Conditions for Job Orders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

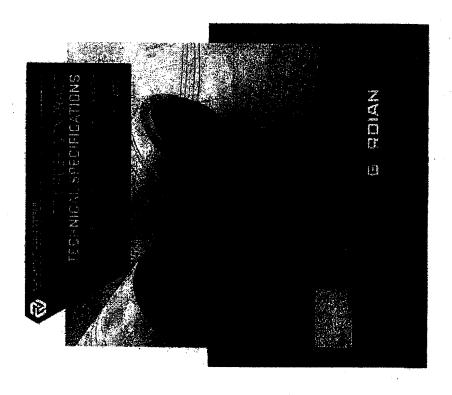


## **Book 4 - Technical Specifications**

- **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

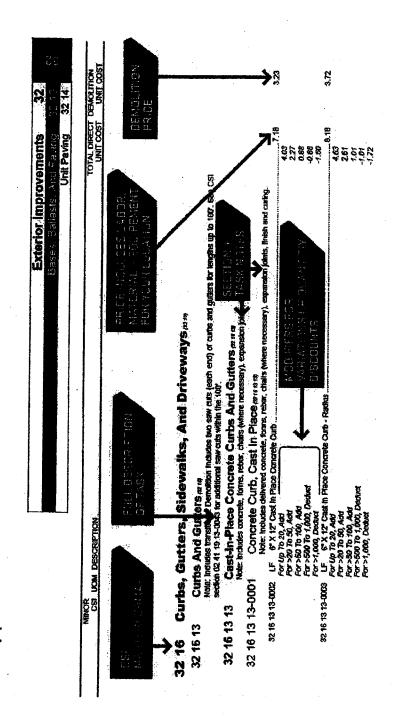
## The Technical Specifications:

- 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

### GO TO IAN

GTC Information.

### pile drivers, buildozens, excavators, backhoes, botoens etc.) which exclude mobilization.

Using The Constniction Task Catalog®

Equipment costs include all operating expenses such as fivel, elecanicity, lubricants, etc.

### MATERIAL COSTS:

If The Construction Tast Catalogo was developed and customized by The Gordan Group, Inc. specifically for New York State Department of Transportation, priced locally using current labor, makeful and equipment costs, and published in January 2013.

- Material costs include the cest of the material being insielled and all incidentats and accessories integra to the installation.
- Meteriel costs include manufacturer's and/of fabricatur's shop drawings.
- El Material costs for roofing, drywali, VCT, carpat, well covereta, ctr. Patche an allowence for weeks. This list is not hierarded to be all includive our describitive of his types of construction materials that are typically sold in standard lengths, sizes and weights. El The dordien Citoup, Inc. Remess the use of this CTC and other procedure intermed and software for the sole purpose of providing Jub Order Contracting services to New York State Despartment of Transportation, Use of The Gordian Group's CTC, and other proprietary forfers of the State of the Gordian droup's CTC, and other purpose for any other purpose or any other antity is expressly prohibited without the express witten connected of the Gordian Group, ht.

### The Unit Prices Include

### LABOR COSTS:

foreperant level at straight-time prevailing wage rates instituting frings benefits and an allowance. For Social Security and Medicare boxes, worker's companiation, unamproyment insurance and employee benefits.

Of the processor of complete and implete construction and include all labor, equipment and material required to complete the back as described

in the CTC.

Complete and In-Place Construction

Labor costs are besed on workers familier with and skilled in the performance of the task following

materials, tools and equipment on site; moving, materials, bols and equipment from storage area or buict up to 2.7 stories (2 etories with an attac) and within 125 to has of the site.

Lator costs include time lost for normal work breach, bucket, measuring and utilities to fit, crean-bord regular construction debrin, inspection, permit compliance, jcb meetings and startup.

### EQUIPMENT COSTS:

- Equipment costs include all equipment requires to accomplish the task including rigging and mobilization, except targe equipment (e.g. cranes,
- 21 Unit prices for imported metertals (aggragate, sand, soil, etc.) include delivery up to 15 miles from live greater than 2 % stories and handling material arx equipment more than 125' (See 01990).

El Unit prices exclude moving malerial and equipm

Unit prices include all fastements such as enchois boths, lag boths, acraws, adhesive, wedge anchors expansion boths, roofing olips (excauding humbans ditys) that are inquired. Fastement lighted separately)

response to the General Course He.

### 16

# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

# Include All Appropriate Tasks:

$\vdash$						
4" Ca	4" Cast In Place Concrete Sidewalk	SF	\$5.06	400	\$2,024.00	
For	Quantities 100 to 500, Add	쑶	\$2.04	400	\$816.00	
4"	7 Crushed Aggregate Base	R	\$0.63	400	\$252,00	
Œ	For Quantities Under 1000	Ŗ	\$0.18	400	\$72,00	
	Mobilize Backhoe	ន	\$402.63	1	\$402.63	
	Excavation by Backhoe	ঠ	\$3.75	11	\$41.25	
For Q	Quantities Under 20 CY, Add	ঠ	\$3.75	111	\$41.25	
ץ	oading Excess Materials	ঠ	\$3.42	11,75	\$47.03	
For Q	Quantities Under 20 CY, Add	ঠ	\$3.42	1375	\$47.03	
	Hauling to Dump Site	Æ)	\$0.51	202	\$105.57	
	Landfill Dump Fee	င်	\$15.14	13.75	\$208.18	\$4,056.93
		-				/400
						\$10.14

Compare these prices

\* Sample only

# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

## **NON PRE-PRICED WORK**

- Contractor must demonstrate the use of Non Pre-priced Task
- Three (3) Quotes on vendors' or subcontractors' letterhead
- Justification for less than three (3) Quotes
- Contractor is paid the amount in the following formula:
- The final price submitted for Non Pre-priced Tasks shall be according to the following formula:
- Direct Labor Rate without fringes (for Trades not Construction Task Catalog®)
- Direct Material Costs (supported by three supplier quotes) ii B
- Direct Equipment Costs (for Equipment not Construction Task Catalog®)

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 quotes)

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

### **Alternative Method**

## 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

### Create a Representative Project

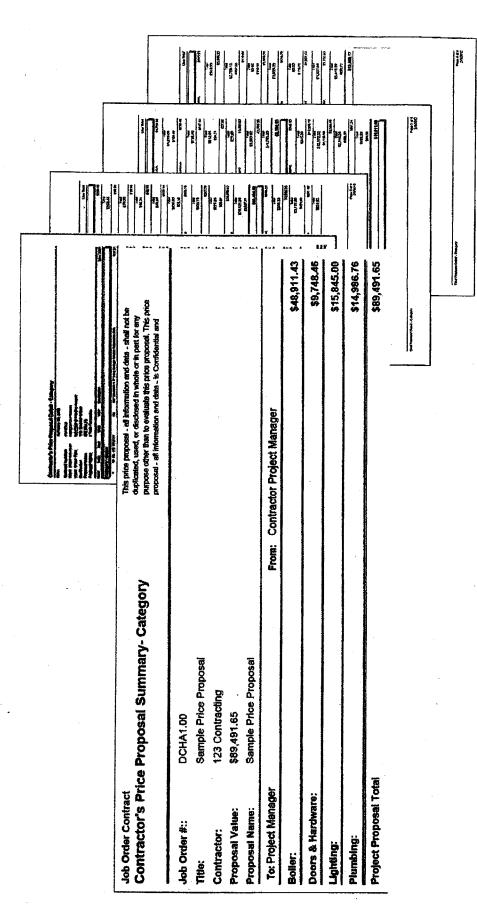
- Create a Scope of Work Get Sub Quotes or Estimate
- Price Project From CTC
- Add on Overhead and Profit
- Calculate the Adjustment Factor

# CALCULATING THE BID - SAMPLE PROJECT SCOPE

- Multifamily Unit Renovation
- Doors and Hardware
- Replace 12 interior doors, hinges and hardware
- Doors shall be 3x7, solid core wood doors
- Grade 2 locksets with knobs
- Replace 2 push bar exist devices and door closers on exit doors
- Interior Lighting
- Replace all lay-in troffer fixtures on first and second floors. 48 in total
- Replace 4 exit fixtures
- Replace 12 industrial fixtures in shop area
- Plumbing Fixtures
- Replace 8 bathroom sinks, 8 faucets, and 8 toilets in men's and women's bathroom in admin building and shop area
- Replace 4 water fountains
- Replace Boiler
- boiler. Install a new 1028 mbh oil fired cast iron boiler. Weil-McLain Model 88. Demo existing boiler and as much piping and venting to accommodate new No access for packaged boiler. Must field assemble sections. Provide new piping as required

## Normal Working Hours Apply

# CALCULATING THE BID - PRICE PROPOSAL



# CALCULATING THE BID - CTC PRICE vs. CONTRACTOR COSTS

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

**Estimates** 

\$ 47,500.00

Replace Boiler

\$ 48,911.43

\$ 9,748.46

Doors and Hardware

Replace Boiler

\$ 9,250.00

Doors and Hardware

\$ 16,750.00

Lighting

\$ 15,845.00

Plumbing

\$ 12,500.00

**Plumbing** 

Lighting

\$ 14,986.76

TOTAL

\$ 89,000.00

TOTAL =

\$ 89,491.65

# CALCULATING THE BID - PUTTING IT ALL TOGETHER

\$89,491.65	Price From CTC	ய்
\$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	Ą.

# Adjustment Factor (= E / F) = 1.2034

Prepare this calculation for more than one sample project. \*Sample Only. Contractor to determine O/H & Profit.

### 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.

### \* Sample only

### 1.2034

(Specify to four (4) decimal places)

Other Then Normal Working Hours Adjustment Eactor; 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<sup>®</sup> (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 Criteria Figures: Contractor shall include, in the space provided below, the Award Criteria Figure calculated on Bid Form 2G

### 1.2226

(Specify to four (4) decimal places)

greater than the Normal Hours Adjustment Factor. The Non Pre-priced Adjustment The Other Than Normal Working Hours Adjustment Factor must be equal to or Factor must be equal to or greater than 1.0000.

# CALCULATING THE BID - THE BID FORMS

### BIDDER NAME:

ustiment Factor 1.2034	0.7220	1.2685	0.3806	1.2000 I Factor	0.1200	1.2226
Normal Working Hours Adjustment Factor	Multiply Line 1 by .60	Other Than Normal Working Hours Adjustment Factor	Multiply Line 3 by .30	Non Pre-priced Adjustment Factor	Multiply line 5 by .10.≖	Award Criteria Figure (Add lines 2, 4, and 6)
Line 1.	Line 2.	Line 3,	Line 4.	Line 5.	Line 6.	Line 7.

### QUESTIONS?



### TONI PRECKWINKLE

PRESIDENT

Cook County Board of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE 2nd District

JERRY BUTLER

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. 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

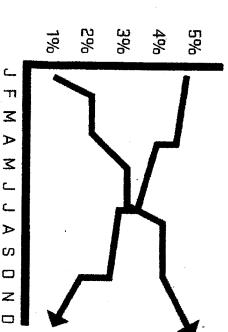
- Importance of Adjustment Factors
- Determines low bidder AND
- Used to price individual Job Orders
- amount Price proposal total becomes the lump sum Job Order

UNIT PRICE	UNIT PRICE	UNIT PRICE
×	×	×
<b>QUANTITY</b>	QUANTITY	QUANTITY
×	×	×
ADJUSTMENT FACTOR	ADJUSTMENT FACTOR	ADJUSTMENT FACTOR
11	11	11
TOTAL FOR TASK	TOTAL FOR TASK	TOTAL FOR TASK

TOTAL JOB ORDER PRICE

# CONTRACTOR ADJUSTMENT FACTORS

- Annual Price Adjustment
- Applied annually on the JOC's Anniversary Date
- Based on CCI (Chicago) published by Engineering News Record
- Calculation (Based on Bid Due Date)
- Average CCI for Current Year = Average CCI for Base Year 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

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

JOG CONTRACT BIDDING THE UMBRELLA

> PROJECTS FROM OWNER PROCURING INDIVIDUAL

POST AWARD

CONTRACT **ADVERTISES DWNER** 



DWNER AWARDS
UMBRELLA JOC
CONTRACT









SUBCONTRACTING

**OPPORTUNITIES** 

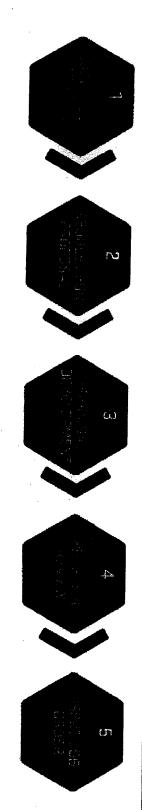






SUBCONTRACTING **OPPORTUNITIES** 

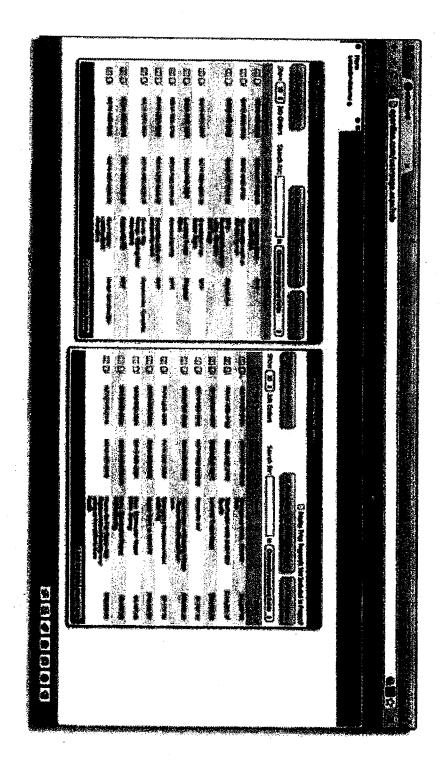
# HOW Do We Issue WORK?



- Joint Scope Meeting With the County, Contractor, and Others to define the Detailed Scope of Work
- The County Issues Request for Proposal for the Agreed Upon Detailed Scope of Work
- Proposal Development (via eGordian next slide)
- Typical Proposal Due Date will be 2 weeks from RFP
- Proposal Review
- Issuance of Job Order
- Total Time Goal: Average 3-5 weeks

## eGordian Software

- Internet Based Software Provided with Contract
- eGordian® Software Automates the Proposal Process



## REVIEW / KEY POINTS

- Focus on Total Potential Value of Contract
- Estimated Annual Value x 4
- Evaluate Construction Task Catalog®
- Analyze Unit Prices
- Know the General Guidelines for Using the CTC
- Adjustment Factors
- Be realistic
- Be sustainable

## **Bids Submission**

Sealed bids due: Friday, July 10, 2015 No Later than 10:00 AM CST

### Address:

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

- THREE (3) bound copies of sealed proposals in envelopes provided for that purpose and ONE (1) electronic copy in PDF format contained on USB drive, thumb drive, CD-ROM, or like device.
- If a bidder submits a bid for more than one discipline, a separate bid package must be submitted with each bid.
- The bid number and company name must be included on the 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

## **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" rexit to each completed item.

<b>15</b>	<b>56</b>	77.	16	15.	14.	13	12	; <del>1</del>	10	9	80	7.	6.	<b>5</b> 5	-	<u> </u>	ļ,	; 
Economic Disclosure Statement aSection 2 - Certifications bCook County Affidavit of Child Support Obligations cSworn Familial Relationship Disclosure Statement Section 4 - Contract and Economic Disclosure Statement Execution Pages cSection 5 - Cook County Signature Page (re to set trans County to complete sear)	Affidavit Veleran's Workplace Preference and Public Work Contracts (# approable)	Veteran's Preference For VBE and SDVBE (frapplicable)	Key Personnel	Confidentially Form	Responsible Bidder Requirement	Affidavli of Small Business Requirement required for SBE Combacts Only)	_MBENVBE/DBE/SBE Participation Plan	Electrical License(s) [Required for Electrical Construction Contract Only)	Mechanical License(s) (Required for Mechanical Construction Confract Only)	County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE (Mapplicable)	Statement of Relevant Experience	Bid Deposit Form	Contractor Certifications Regarding Labor Standards and Prevailing Wage Rates	MBE/WBE/DBE/SBE Commitment Form	Surety Statement of Qualification for Bonding	Signed Proposal Agreement	Bid Form 2 - Determination of the Award Criteria Figure	DALFORD - CONTROLLE OF FICES

\* See Handout

20

Certified Certificate of Eligibility (Required for Highway/Size Work Contract Only)
Sworn Affidavit of Availability (Required for Highway/Size Work Contract Only)

## BID SUBMISSION

- Make Sure you Signed the Pre-bid Sign-In Sheet
- solicitation Register with the County website in order to receive any notifications or addenda to the

http://www.cookcountyil.gov/office-of-the-chiefprocurement-officer/

## **BID SUBMISSION**

- All questions concerning this solicitation must be received via email no later than:
- Thursday, June 11, 2015 by 3:00 PM CST
- Submit questions to: Danuta.Rusin@cookcountyil.gov Danuta Rusin, Senior Contract Negotiator



### **TONI PRECKWINKLE**

PRESIDENT

Cook County Board

of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE 2nd District

JERRY BUTLER 3rd District

STANLEY MOORE
4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA 7th District

LUIS ARROYO JR. 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY

JOHN A. FRITCHEY
1.2th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District OFFICE OF THE CHIEF PROCUREMENT OFFICER

### **SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 ● Chicago, Illinois 60602 ● (312) 603-5370

### **ADDENDUM NO. 4**

July 8, 2015

### **County-wide Job Order Contract**

### for Department of Capital Planning & Policy

Contract No. 1555-14475

To: Interested Vendors of Record

### A. 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

### D. Changes:

- 1. Change #1 Replace Page 2A of Book 1 Solicitation Package with Attachment 1, Revised Page 2B. Bid due date extended from July 10, 2015 to July 24, 2015.
- 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

SHANNON E. ANDREWS

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

			Cook Cour
3.	Non Pre-priced Adjustmer Pre-priced Task as determin	nt Factor: Contractor shall multiply this factor time ned in Article II.B, JOC General Conditions contain	es the cost of the Nor ned in Book 2.
		(Specify to four (4) decimal places)	
4. "	Award Criteria Figure: Cor Figure calculated on Bid For	ntractor shall include, in the space provided below rm 2G	, the Award Criteria
		(Specify to four (4) decimal places)	
BID	DUE DATE		
of C	are to be received no later that ook Procurement Office, Tenth ago, Illinois 60602.	an 10:00 AM on J <del>uly 10,-2015</del> July 24, 2015 in t n Floor, Room 1018, County of Cook Building, 118	the box in the County 3 North Clark Street,
ADD	ENDUM RECEIPT		
The	receipt of the following addend	da to the Contract Documents is acknowledged:	
Adde	endum No	Date:	
Adde	endum No	Date:	
Adde	endum No	Date:	
Adde	endum No		
BIDD	DER NAME:		

Non Pre-priced Adjustment F     Pre-priced Task as determined	Factor: Contractor shall multiply this factor times the cost of the Nor in Article II.B, JOC General Conditions contained in Book 2.
	(Specify to four (4) decimal places)
4. Award Criteria Figure: Contra Figure calculated on Bid Form:	actor shall include, in the space provided below, the Award Criteria 2M
	The state of the s
	(Specify to four (4) decimal places)
BID DUE DATE	
of Cook Procurement Office, Tenth Fl Chicago, Illinois 60602.	10:00 AM on July 10;-2015 July 24, 2015 in the box in the County loor, Room 1018, County of Cook Building, 118 North Clark Street,
ADDENDUM RECEIPT	
The receipt of the following addenda t	to the Contract Documents is acknowledged:
Addendum No	Date:
Addendum No	Date:
Addendum No	
Addendum No	Date:
BIDDER NAME:	
•	

3. Non P Pre-pri	re-priced Adjustment Factor: ced Task as determined in Artic	Contractor shall multiply this factor times the cost of the Noncle II.B, JOC General Conditions contained in Book 2.
	(Specif	fy to four (4) decimal places)
4. <u>Award</u> Figure	<u>Criteria Figure:</u> Contractor sha calculated on Bid Form 2E	all include, in the space provided below, the Award Criteria
	_	
	(Specif	y to four (4) decimal places)
BID DUE DAT	Œ	
of Cook Proce Chicago, Illino	urement Office, Tenth Floor, Ro ois 60602.	M on July 10,-2015 July 24, 2015 in the box in the County of m 1018, County of Cook Building, 118 North Clark Street,
ADDENDUM  The receipt of		contract Documents is acknowledged:
	)	Date:
Addendum No		Date:
Addendum No		Date:
Addendum No		Date:
BIDDER NAM	<b>E</b> :	
-		

P	re-priced Task as determined i	in Article II.B, JOC General Conditions contained	d in Book 2.
		(Specify to four (4) decimal places)	
4. <u>A</u>	ward Criteria Figure: Contrac gure calculated on Bid Form 2	tor shall include, in the space provided below, th SW	e Award Criteria
		(Specify to four (4) decimal places)	
BID DUI	E DATE		
of Cook Chicago	to be received no later than 10 Procurement Office, Tenth Flo, Illinois 60602.	0:00 AM on J <del>uly 10,-2015</del> July 24, 2015 in the or, Room 1018, County of Cook Building, 118 N	box in the County orth Clark Street,
The rece	ipt of the following addenda to	the Contract Documents is acknowledged:	
Addendu	m No	Date:	<del>-</del>
Addendu	m No	Date:	-
Addendu	m No	Date:	<b>-</b>
Addendu	m No	Date:	· -
BIDDER	NAME:	•	•
			t

		nined in Article II.B, JOC General Conditions contained in Book	۷.
		(Specify to four (4) decimal places)	
4.	Award Criteria Figure: C Figure calculated on Bid F	ontractor shall include, in the space provided below, the Award orm 2SW	Criteria
		(Specify to four (4) decimal places)	
BID	<u>DUE DATE</u>		
of Co	pok Procurement Office, Tel ago, Illinois 60602.	than 10:00 AM on J <del>uly 10,-2015</del> July 24, 2015 in the box in th nth Floor, Room 1018, County of Cook Building, 118 North Clari	e County k Street,
ADDI	ENDUM RECEIPT	nda to the Contract Documents is acknowledged	
ADDI The r	ENDUM RECEIPT	nda to the Contract Documents is acknowledged: Date:	
ADDI The ri	ENDUM RECEIPT eceipt of the following adde	Date:	
ADDI The ri Addei Addei	ENDUM RECEIPT eceipt of the following adde	Date:	
ADDI The ri Adder Adder	ENDUM RECEIPT eceipt of the following adde ndum No	Date:	

	(Specify to four (4) decimal places)
Award Criteria Figure: Cor Figure calculated on Bid For	tractor shall include, in the space provided below, the Award Crite n 2R
	(Specify to four (4) decimal places)
BID DUE DATE	
Chicago, Illinois 60602.  ADDENDUM RECEIPT	n 10:00 AM on J <del>uly 10; 2015</del> July 24, 2015 in the box in the Cou Floor, Room 1018, County of Cook Building, 118 North Clark Stre
ADDENDUM RECEIPT  The receipt of the following addenotes the control of the control of the following addenotes the control of the	Floor, Room 1018, County of Cook Building, 118 North Clark Stre
or Cook Procurement Office, Tenth Chicago, Illinois 60602.  ADDENDUM RECEIPT  The receipt of the following addenous Addendum No	Floor, Room 1018, County of Cook Building, 118 North Clark Stre  a to the Contract Documents is acknowledged:  Date:
Addendum No.	Floor, Room 1018, County of Cook Building, 118 North Clark Stre  a to the Contract Documents is acknowledged:  Date:  Date:
Addendum No.	Floor, Room 1018, County of Cook Building, 118 North Clark Stre  a to the Contract Documents is acknowledged:  Date:  Date:  Date:
Of Cook Procurement Office, Tenth Chicago, Illinois 60602.  ADDENDUM RECEIPT  The receipt of the following addenous Addendum No	Floor, Room 1018, County of Cook Building, 118 North Clark Street to the Contract Documents is acknowledged:  Date:  Date:  Date:
Addendum NoAddendum No	Floor, Room 1018, County of Cook Building, 118 North Clark Street to the Contract Documents is acknowledged:  Date:  Date:  Date:
Chicago, Illinois 60602.  ADDENDUM RECEIPT	Floor, Room 1018, County of Cook Building, 118 North Clark Street to the Contract Documents is acknowledged:  Date:  Date:  Date:



TONI PRECKWINKLE

PRESIDENT

Cook County Board of Commissioners

RICHARD R. BOYKIN

1st District

ROBERT STEELE 2nd District

JERRY BUTLER
3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

LUIS ARROYO JR. 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER

10th District

JOHN P. DALEY 11th District

JOHN A. FRITCHEY 12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

TIMOTHY O. SCHNEIDER

15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District OFFICE OF THE CHIEF PROCUREMENT OFFICER

#### **SHANNON E. ANDREWS**

CHIEF PROCUREMENT OFFICER

118 North Clark Street, Room 1018 ● Chicago, Illinois 60602 ● (312) 603-5370

#### **ADDENDUM NO. 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

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	Upholstejer	\$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: Trank T Silher Burnetin S.

BY: Thomas F. Rysin Iv Business Representative Local 12

APPENDIX A

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

JOB-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	ļ
2320	Glazier	\$40.00	6/1/3	

UNION:

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

Vicinity

 $\mathbf{B}\mathbf{Y}$ 

Terrence Fitzmaurice, Business Maunger

## 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	Pipeceverer Foreman	\$49.45	06-01-13
2388	Pipecoverer Material Handler	\$35,21	06-01-13
2389	Pipecoverer Pre-Apprentice		06-01-13

UNION:

**JOB CODE** 

International Association of Heat & Frost Insulators and Asbestos Workers,

AFL-ClO, Local 17

TITLE REPRESENTED

BY:

Brian Glynn, Business Manager

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

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

UNION:

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

BY:

roseph 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

APPENDIX A

## 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

INION:	Information of	Brotherhood of Electric	ial Wowleans I asol	12.4
I IN IEJIN!	International	HIDTHETHOOG OT EJECTIO	iai Workers, Local	1.54

BY:

Terry Allen, Business Manager

BY:

Don Finn, Business Representative and Financial Recording Secretary

amle & Am

# 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	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2354	Painter	\$40.75	6/1/13
2356	Painter Forcinan	\$45.75	6/1/13
4008	Painter Apprentice	The same of the sa	6/1/13
L			

UNION:

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

Allied Trades

BY:

Perrence Fitzmaurige, Business Manager

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

JOB CODE	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
2344	Steamfitter	\$46.00	06-01-13
2345	Steamfitter Foreman	\$49.00	06-01-13
2343	Refrigerator Man	\$46.00	06-01-13

Pipe Fitters Association, UA, Local 597 UNION:

BY:

es Buchanan, Business Manager

BY: Harrison Mailey, Business Sepresentative

247

# 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 Binger, 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, Ensiness Manager

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

IOB 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 & H	leipers Union, Local 700
ВҮ:	Karron R Will	iamo

### Administrative District Council #1 of Illinois

WAGERATE

EFFECTIVE DATE

JOB CODE TITLE REPRESENTED

2311	Bricklayer	\$41.58	6/1/13
2312	Bricklayer Foreman	\$45.74	6/ 1/13
2431	Marble Polisher	\$30.52	6/1/13

UNION: Administrative District Council #1 of Illinois

BY: 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	EFFECTIVE 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

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

JOB CODE	TITLE REPRESENTED	WAGERATE	EFFECTIVE DATE
2372	Road Equipment Operator	\$44.30	6/1/13
2373	R.E.O. (Master Mechanic)	\$47.30	6/1/13
2376	R.E.O. (Master Mechanic) Foreman	\$48.30	6/1/13

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 CODE	resident to the second second		
التوهورونيها فترتاب	TITLE REPRESENTED	WAGE RATE	EFFECTIVE DATE
			TOTAL PARTE
2431	Marble Polisher	820.50	
		\$30.52	6/1/13

UNION:

Administrative District Council #1 of Illinois

BY:

James Allen, President

Mike Lowery, Secretary-Treasurer