# CONTRACT FOR WORK DOCUMENT NO. 1555-14475 SW10



COOK COUNTY

COUNTY-WIDE JOB ORDER CONTRACT

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

BOARD OF COMMISSIONERS COUNTY OF COOK TONI PRECKWINKLE, PRESIDENT

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

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

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

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# ADVERTISEMENT FOR BIDS

# FOR: COUNTY-WIDE JOB ORDER CONTRACTS

#### Solicitation Number: 1555-14475

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

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

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

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

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

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

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

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

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

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

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

May 2015

ADVERTISEMENT FOR BIDS

# 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
- Surety Statement of Qualification for Bonding
- 5. \_\_\_\_\_ MBE/WBE/DBE/SBE\_Commitment Form
- 6. \_\_\_\_\_ Contractor Certifications Regarding Labor Standards and Prevailing Wage Rates
- 7. \_\_\_\_ Bid Deposit Form
- 8. \_\_\_\_\_ Statement of Relevant Experience
- 9. \_\_\_\_ County of Cook Office of Contract Compliance Affidavit of Joint Venture MBE/WBE (If applicable)
- 10. \_\_\_\_\_ Mechanical License(s) (Required for Mechanical Construction Contract Only)
- 11. \_\_\_\_\_ Electrical License(s) (Required for Electrical Construction Contract Only)
- 12. \_\_\_\_\_ MBE/WBE/DBE/SBE Participation Plan
- 13. \_\_\_\_\_ Affidavit of Small Business Requirement (Required for SBE Contracts Only)
- 14. \_\_\_\_\_ Responsible Bidder Requirement
- 15. \_\_\_\_ Confidentiality Form
- 16. \_\_\_\_ Key Personnel
- 17. \_\_\_\_\_ Veteran's Preference For VBE and SDVBE (If applicable)

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

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

21. \_\_\_\_\_ Sworn Affidavit of Availability (Required for Highway/Site Work Contract Only)

May 2015

DOCUMENT SUBMITTAL CHECKLIST

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# DOCUMENT SUBMITTAL CHECKLIST

# **SECTION 1 - CONTRACT INFORMATION**

# CI-01 DEFINITIONS

- A. **ADJUSTMENT FACTOR** means a competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **AFFILIATE**, An "Affiliate" of, or a person "Affiliated" with, a s specified person means any person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the person specified.
- C. **ARCHITECT** (also referred to as "Consultant" "Engineer") will be determined with each Job Order.
- D. **AWARD CRITERIA FIGURE** means the amount determined on Bid Form 2, which is used for the purpose of determining the lowest Bid.
- E. **BID** means a response to a Bid Notice containing all Bid Documents and any other documents or information the Bidder is required to provide.
- F. BIDDER(S) means any person who submits a Bid.
- G. **CITY** means the municipality in which the Work is to be located.
- H. CHIEF PROCUREMENT OFFICER is the Chief Procurement Officer, County of Cook, Illinois
  - **CODE** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website. This page can be accessed by going to <u>www.cookctyclerk.com</u>, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."
- J. **CONTRACT** means the agreement between the County and Contractor as set forth in the Contract Documents.
- K. **CONTRACT BASE TERM** means the initial period of the Contract and does not include any Renewal Terms.
- L. **CONTRACT DOCUMENTS** means collectively the Advertisement for Bid; Book 1, Contract Information, Instructions to Bidders Conditions of Contract, and Execution Documents; Book 2, General Conditions and Special Conditions; Book 3, the Construction Task Catalog<sup>®</sup>; 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<sup>®</sup> (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).

Ι.

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

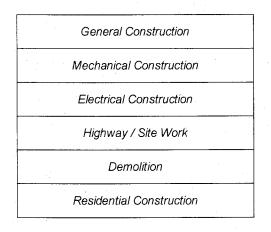
- EE. **KEY PERSONNEL** shall mean those individuals identified in Book 1, Section 6 on the form and included in your bid.
- FF. **LEED** stands for "Leadership in Energy & Environmental Design". It is a set of criteria formulated by the U.S. Green Building Council. Per Cook County mandate all newly constructed buildings, and buildings undergoing Capital Improvements, will be in compliance with the standards and requirements for the LEED Green Building Rating System. LEED Requirements, if any, will be identified with the Job Order.
- GG. **NON PRE-PRICED TASK** means an item of work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- HH. **NORMAL WORKING HOURS** means the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for County holidays.
- II. **NOTICE OF AWARD** means a written notice that the Contract has been awarded to the Contractor, subject to proper bonding, insurance and other requirements of execution, which will be issued to the Contractor by the Chief Procurement Officer of Cook County.
- JJ. **NOTICE TO PROCEED** means a written notice issued by the County directing the Contractor to proceed with construction activities to complete the Job Order. A Notice to Proceed will not be issued until all permits, if any, have been issued. The Notice to proceed will set forth the construction start date, from which the Job Order Completion Time will be based, and the Substantial Completion date is determined.
- KK. **NOTICE TO PROCEED DATE** means the date of the Notice to Proceed, or such other date as is set forth in the Notice to Proceed.
- LL. **OTHER THAN NORMAL WORKING HOURS** means shall mean the Work that is to take place between the hours of 4.01 p.m. to 6:59 a.m. weekdays and all day Saturday, Sunday, and the County Holidays.
- MM. **OWNER** means collectively the County
- NN. **PRE-PRICED TASK** means an item of work included in the Construction Task Catalog® for which a Unit Price is given.
- 00. **PRICE PROPOSAL** means a document prepared by the Contractor that includes Prepriced Tasks from the Construction Task Catalog®, Non Pre-priced tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- PP. **PROGRAM MANAGER** represents the Owner for the purpose of a Job Order.
- QQ. **PROHIBITED ACTS** means any of the actions or occurrences which form the basis for disgualification under the Code, or under the Certifications hereinafter set forth.
- RR. **PROJECT** means, collectively, the improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- SS. PROJECT CLOSEOUT ITEMS means all the following: all construction photographs, including negatives or digital format, as applicable; a copy of the final approved Time Schedule; the As-Built Mark-Ups as described in these Contract Documents or the Job Order; any and all keys and tools required by the Contract Documents; and any and all keys to County facilities which are in Contractor's possession or in possession of its sub-contractors, and any of their employees.
- TT. **PROVIDE** means furnish and install.

- UU. **RENEWAL TERM** means an additional period of time beyond the Contract Base Term which extends the termination date of the Contract.
- W. **REQUEST FOR PRICE PROPOSAL** means a written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
- WW. **SUBCONTRACTOR** means an individual, firm, partnership or corporation other than an employee of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials for the Job Order.
- XX. **SUBSTANTIAL COMPLETION**, "substantial completion", "Substantially Complete" or "substantially complete" means the Work or designated portion of the Work is sufficiently complete, in accordance with the Contract Documents, such that the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, and Contractor has delivered the Warranty Materials to the extent required by GC-55. Substantial Completion shall not be deemed to have occurred until (i) the Contractor has provided or completed all of the pre-requisites for the Owner to occupy or utilize the Work as intended, including the provision of all training, manuals, drawings and documents required for the Owner to start occupying, operating and maintaining the Work, (ii) approval for the Work to be occupied has been issued by the appropriate government authorities, and (iii) the Architect issues a Certificate of Substantial Completion in accordance with Substantial Completion of the Work section in the General Condition, setting forth the Date of Substantial Completion, and signed by all parties indicated on the Certificate , including the County.
- YY. **SYSTEM** or "system" means a network of assemblies, components and parts, interfaced with each other and with any existing building equipment or utilities as required to provide integrated unit(s) and a functionally complete and operable product, turned over to the Owner in condition for service.
- ZZ. TECHNICAL SPECIFICATIONS means Book Four of the Contract Documents. The Technical Specifications contain written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. With regard to the Technical Specifications contained in Book 4, the grouping of work items is for convenience only and in no way shall imply or relate to the jurisdiction of each trade involved. The Contractor is charged with the responsibility to divide the aspects of the Work among the trades and subcontractors appropriately. None of the Architect, the Construction Manager or the Owner assumes responsibility for such interpretations or divisions.
- AAA. **TIME SCHEDULE** means the time schedule approved by the County in accordance with GC-50 Preconstruction Phase Activities, as the same may be updated from time to time, subject to County's approval. The Time Schedule must meet all the requirements in GC-05, which shall set forth all Critical Path and other activities necessary to perform the Work in accordance with the Contract Documents. The Time Schedule must set forth the "Critical Path" activities showing all interrelationships with other activities as required to complete the Project.
- BBB. **UNIT PRICE** means the price published in the Construction Task Catalog<sup>®</sup> 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<sup>®</sup>. 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<sup>®</sup> (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices and are for the direct cost of construction. The Contractor will bid a set of Adjustment Factors that are to be applied to the Unit Prices contained in the CTC.
- C. Contracts will be awarded to the lowest, responsive and responsible bidders. The County intends to award one or more contracts in each of the following construction disciplines:



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

# CI-03 GENERAL CONTRACT INFORMATION

A. Contracts:

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

#### SECTION 1 - CONTRACT INFORMATION

- 4. Book 4: Technical Specifications
- B. The specifications are divided into the following and are used for all disciplines:
  - 1. Book 4a Technical Specifications
  - 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<sup>®</sup>, 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<br>Factor            | % Weight<br>(For Bid Evaluation Only) |
|---------------------------------|---------------------------------------|
| Normal Working Hours            | 60%                                   |
| Other than Normal Working Hours | 30%                                   |
| Non Pre-priced                  | 10%                                   |

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

#### Factor must be equal to or greater than 1.0000.

- E. The bidder's Adjustment Factor shall include all of the bidder's direct and indirect costs including, but not limited to its costs for overhead, profit, bond premiums, insurance, mobilization, proposal development, and all contingencies in connection therewith. See pages 00-1 to 00-7 of the CTC for a complete explanation of what is included in the Unit Prices and what is not.
- F. **Material price spike adjustment:** For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 50% above what the cost of that material was at the time of Contract award, or at the time of an annual price adjustment based on the Construction Cost Index.
  - 1. In the event a major spike occurs in a specific material cost, the Contractor may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, the Contractor shall,
    - a). identify the specific material that has experienced a major spike,
    - b) identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
    - c). demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.
  - 2. The County, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a NPP item. The adjustment will be for the difference between the material cost at the time of award or annual price adjustment, times the quantity stated in the Job Order. The adjustment will not include any other markup, and the NPP adjustment factor will not apply.
  - 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 SBI<br>Awards |
|--------------------------|----------------------|-----------------------------|
| General Construction     | (4) Contracts        | (2) Contracts               |
| Mechanical Construction  | (2) Contracts        | (1) Contract                |
| Electrical Construction  | (2) Contracts        | (1) Contract                |
| Highway / Site Work      | (2) Contracts        | (1) Contract                |
| Demolition               | (2) Contracts        | (1) Contract                |
| Residential Construction | (1) Contract         | (1) Contract                |

# CI-10 ASSIGNMENT OF WORK

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

# CI-11 ELIGIBILITY

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

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

# CI-12 WAGE RATES

- A. **Prevailing Wage Rates:** Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all trades performing work under this Contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are in Section Four. One resource for determining the current prevailing wage rate is the Internet site <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.

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# SECTION 2 - INSTRUCTIONS TO BIDDERS

# IB-01 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

## IB-02 PREPARATION OF BID

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

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

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

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

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

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

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

#### IB-03 PRICES FIRM

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

#### IB-04 SUBMISSION OF BID

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

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

# IB-05 WITHDRAWAL OF BID

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

#### **IB-06 BID DEPOSIT**

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

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

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

## IB-07 PRE-BID CONFERENCES

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

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

# **IB-08 BIDDER WARRANTIES**

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

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

The submission of a Bid shall constitute a warranty that:

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

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

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

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

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

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

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

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

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

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

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

#### **IB-09 CONSIDERATION OF BIDS**

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

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

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

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

## IB-10 ACCEPTANCE OF BID

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

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

## IB-13 FAILURE TO FURNISH BOND

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

# IB-14 RETURN OF BID DEPOSIT

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

# IB-15 CATALOGS

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

# IB-16 TRADE NAMES / SUBSTITUTIONS

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

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

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

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

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

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

# IB-17 INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

Cook County Illinois

118 North Clark Street - Room 1018 Chicago, Illinois 60602

(Reference Solicitation Name and Number)

## IB-18 CASH BILLING DISCOUNTS

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

# IB-19 TAXES

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

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

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

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

## **IB-21 REQUIRED UPDATES**

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

#### **IB-22 ADDITIONAL INFORMATION**

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

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

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

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

# **IB-24 EXCEPTIONS**

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

# **IB-25 BID RIGGING – BID ROTATING**

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

## **IB-26 COOPERATION WITH INSPECTOR GENERAL**

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

## **IB-27 BID DISPUTES**

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

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

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

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

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

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

# IB-29 RE-ENTRY EMPLOYMENT EARNED CREDITS

In accordance with Section 34-231 through Section 34-235 of the Cook County Procurement Code, for all Public Works Contracts, with an estimated Bid Price of \$100,000 or more, the Bidder shall be permitted but is not required, to submit an employment plan of Former Offenders with its Bid Proposal in order to receive an earned credit for future Public Works Contracts. The Employment Plan shall be approved by the CPO and, if required, the Cook County Re-entry Employment Committee. Upon the completion of a qualifying contract and the Bidder presenting satisfactory information and documentation to the CPO, the CPO shall provide the Bidder with an Earned Credit Certificate, which shall be valid for three years from the date of issuance. The Bidder shall receive an earned credit of ½% of the Bid Price for future Public Works Contracts, if 5-10% of the percentage of Total Labor Hours are performed by Former Offenders, and an earned credit of 1% of the Bid Price for future Public Works Contracts, if the more than 10% of the percentage of Total Labor Hours are performed by Former Offenders. For purposes of this provision, "Former Offenders" shall mean adults who are residents of the County and who have been convicted of a crime. "Labor hours" shall mean the total hours of workers receiving an hourly Wage who are directly employed at the work site. It shall include hours performed by workers employed by the contractor and all subcontractors working at the site. "Labor hours" shall not include hours worked by nonworking former, superintendents, owners and workers who are not subject to prevailing wage requirements.

## IB-30 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

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

# IB-31 ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES

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

#### END OF SECTION

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May 2015

# 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

#### SECTION 3 -CONTRACT INSURANCE REQUIREMENTS

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

SECTION 3 - CONTRACT INSURANCE REQUIREMENTS

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

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

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

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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

SECTION 3 - CONTRACT INSURANCE REQUIREMENTS

borne by Contractor.

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

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

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

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

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

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

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

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

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

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

#### A. INSURANCE TO BE PROVIDED

#### 1) Workers Compensation and Employers Liability

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

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

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

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

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

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

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

#### 4) Railroad Protective Liability

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

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

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

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

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

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

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

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

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

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

#### 7) Valuable Papers

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

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

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

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

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

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

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

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

#### A. INSURANCE TO BE PROVIDED

#### 1) Workers Compensation and Employers Liability

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

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

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

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

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

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

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

#### 4) Railroad Protective Liability

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

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

#### SECTION 3 - CONTRACT INSURANCE REQUIREMENTS

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

#### 5) Builders Risk/Installation

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

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

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

#### 6) Professional Liability

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

#### 7) Valuable Papers

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

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

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

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

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

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

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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#### SECTION 3 - CONTRACT INSURANCE REQUIREMENTS

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 <u>\$500,000</u> each accident, illness or disease. Coverage must include United States Long shore and Habor Workers, Jones Act.

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

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

Subcontractors performing work for the Contractor must maintain limits of not less than \$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

May 2015

SECTION 3 -CONTRACT INSURANCE REQUIREMENTS

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) <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

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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.

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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.

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#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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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.



DATE (MM/DD/YYYY)

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| CI<br>BI  | HIS CERTIFICATE IS ISSUED A<br>ERTIFICATE DOES NOT AFFII<br>ELOW. THIS CERTIFICATE O<br>EPRESENTATIVE OR PRODUC  | RMATIV<br>OF INSU                            | ELY<br>RAN                      | OR                              | NEGATIVELY AMEND,<br>DOES NOT CONSTITUT  | EXTEN  | ID OR ALTE   | ER THE COV                                   | /ERAGE AFFORDED B   | Y THE                 | POLICIES |  |
| th  | IPORTANT: If the certificate h<br>te terms and conditions of the pertificate holder in lieu of such of the pertificate holder in lieu of such of the pertificate holder in lieu of such of the pertificate holder in lieu of the pertificate holder in | policy, c                                    | erta                            | in p                            | olicies may require an er  | ndorser  | nent. A stat   |  |   |                       |          |  |
|   | DUCER  |  |                                 |                                 |  | CONTAC<br>NAME:  | Alexanu  | er Hansen                                    |   |                       |          |  |
| HUB International Midwest Limited   |  |  |                                 |                                 |  |  |  | 38-5696                                      |   |                       |          |  |
| Westmont IL 60559   |  |  |                                 |                                 |  |  | E-Mail<br>Address: Alexander.Hansen@Hubinternational.com |  |   |                       |          |  |
|   |  |  |                                 |                                 |  |  |  |  | DING COVERAGE   |                       | NAIC #   |  |
|   |  |  |                                 |                                 |  | INSURE   | 20508  |  |   |                       |          |  |
| INSURED MQCONST-01  |  |  |                                 |                                 |  | INSURE   |  | 20443  |   |                       |          |  |
|   | Construction Company   |  |                                 |                                 |  |  |  |  | S CO OF HARTFORD  |                       | 20478    |  |
|   | cago IL 60634  |  |                                 |                                 |  |  |  |  | Casualty America  | 1                     | 25674    |  |
|   |  |  |                                 |                                 |  |  |  | a Casualty (                                 | Company   |                       | 31127    |  |
| INSURER F :       INSURER F :         COVERAGES       CERTIFICATE NUMBER: 2133129343       REVISION NUMBER:         THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.         INSR       IADDLISUBRI       POLICY FEF |  |  |                                 |                                 |  |  |  |  |   |                       |          |  |
| INSR<br>LTR   |  |  | VSD                             | WVD                             | POLICY NUMBER  |  | POLICY EFF<br>(MM/DD/YYYY)                               | POLICY EXP<br>(MM/DD/YYYY)                   | LIMIT   |                       |          |  |
| A   | X COMMERCIAL GENERAL LIABILIT  |  | Y                               | Y                               | 5088470843   |  | 11/1/2015  | 11/1/2016                                    | EACH OCCURRENCE<br>DAMAGE TO RENTED   | \$1,000,<br>\$500,00  | ,        |  |
|   |  |  |                                 |                                 |  |  |  | -  | PREMISES (Ea occurrence)<br>MED EXP (Any one person)                            | \$5,000               |          |  |
|   |  |  |                                 |                                 |  |  |  |  | PERSONAL & ADV INJURY   | \$1,000,              |          |  |
|   | GEN'L AGGREGATE LIMIT APPLIES PER  |  |                                 |                                 |  |  |  | -  | GENERAL AGGREGATE   | \$2,000.              |          |  |
|   | POLICY X PRO-  | ;  |                                 |                                 |  |  |  |  | PRODUCTS - COMP/OP AGG  | \$2,000,              | ,000     |  |
|   | OTHER:   |  |                                 |                                 |  |  |  |  | COMBINED SINGLE LIMIT   | \$                    |          |  |
| В   |  |  | Y                               | Y                               | 5088470826   |  | 11/1/2015  | 11/1/2016                                    | (Ea accident)   | \$1,000               | ,000     |  |
|   |  |  |                                 |                                 |  |  |  |  | BODILY INJURY (Per person)  | \$                    |          |  |
|   | ALL OWNED<br>AUTOS<br>X  | IED  |                                 |                                 |  |  |  |  | BODILY INJURY (Per accident)<br>PROPERTY DAMAGE                                 |                       |          |  |
|   | X HIRED AUTOS X AUTOS  |  |                                 |                                 |  |  |  |  | (Per accident)  | \$<br>\$              |          |  |
| В   | X UMBRELLA LIAB X OCCU   |  |                                 | -                               | 5088470888   |  | 11/1/2015  | 11/1/2016                                    | EACH OCCURRENCE   | \$5,000               | 000      |  |
| -   |  | R<br>S-MADE                                  |                                 |                                 |  |  |  |  | AGGREGATE   | \$5,000               |          |  |
|   | DED X RETENTION \$10,000   |  |                                 |                                 |  |  |  |  |   | \$                    |          |  |
| С   | WORKERS COMPENSATION   |  |                                 | Y                               | 5088470860   |  | 11/1/2015  | 11/1/2016                                    | X PER OTH-<br>STATUTE ER  |                       |          |  |
|   | AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE   | Y/N  |                                 |                                 |  |  |  |  | E.L. EACH ACCIDENT  | \$1,000               | ,000     |  |
|   | OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)  |  | 1/A                             |                                 |  |  |  |  | E.L. DISEASE - EA EMPLOYEE  | \$1,000               | ,000     |  |
|   | If yes, describe under<br>DESCRIPTION OF OPERATIONS below  |  |                                 |                                 |  |  |  |  | E.L. DISEASE - POLICY LIMIT   |                       |          |  |
| DE  | Excess Liability<br>Pollution  |  |                                 |                                 | ZUP11T1830215NF<br>CSB6018320696   |  | 11/1/2015<br>4/9/2015                                    | 11/1/2016<br>4/9/2016                        | Occurance/Aggregate<br>Occurance/Aggregate                                      | 3M/3M<br>\$1M/\$1     | M        |  |
| DES   | CRIPTION OF OPERATIONS / LOCATIONS   | / VEHICLE                                    | IS (A                           | CORD                            | 101, Additional Remarks Schedu   | ile, may b   | e attached if mo   | re space is requir                           | ed)   |                       | <u> </u> |  |
| Re:<br>Coo<br>non-<br>excl  | 1555-14475 SW10 - Cook Co<br>ok county and its employees, e<br>-contributory basis, under Ge<br>lusions. A waiver of subrogati<br>ureds listed, when agreed in a   | ounty JC<br>elected<br>neral Lia<br>on appli | DC (<br>offic<br>abili<br>ies u | Cont<br>cials,<br>ty ar<br>unde | ract<br>agents, or representati<br>nd Auto Liability, when a<br>er General Liability, Auto | ves are<br>agreed<br>Liabili   | e included a<br>in a written<br>ty, and Wor              | is an additio<br>contract, su<br>ker's Compo | nal insured, on a prima<br>bject to policy terms, c<br>ensation in favor of the | condition<br>addition | ons and  |  |
|   |  |  |                                 |                                 |  |  |  |  |   |                       |          |  |
| CERTIFICATE HOLDER<br>Office of the Chief Procurement Officer<br>118 N. Clark Street<br>Room 1018<br>Chicago IL 60602   |  |  |                                 |                                 | cer  | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE<br>THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN<br>ACCORDANCE WITH THE POLICY PROVISIONS. |  |  |   |                       |          |  |
|   |  |  |                                 |                                 |  | AUTHORIZED REPRESENTATIVE  |  |  |   |                       |          |  |

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## **CNA PARAMOUNT**

# **CN**A

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The WHO IS AN INSURED section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    - 1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured's ongoing operations as specified in such written contract; or
    - 2. bodily injury or property damage caused in whole or in part by your work and included in the productscompleted operations hazard, and only if
      - a. the written contract requires the Named Insured to provide the additional insured such coverage; and
      - b. this coverage part provides such coverage.
  - B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:
    - 1. this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard; and
    - 2. the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- **II.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the written contract; or
  - B. a higher limit of insurance than required by the written contract.
- **III.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - 2. supervisory, inspection, architectural or engineering activities; or
  - **B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by written

## **CNA PARAMOUNT**



## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL** LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
- 3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the Named Insured to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  - 1. the bodily injury or property damage; or
  - 2. the offense that caused the **personal and advertising injury**

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

 CNA75079XX (1-15)
 Policy No:
 5088470843

 Page 2 of 2
 Endorsement No:
 5

 VALLEY FORGE INSURANCE COMPANY
 Effective Date:
 11/01/2015

 Insured Name: MQ SEWER & WATER CONTRACTORS, INC DBA MQ CONSTRUCTION CO
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#### INSURANCE FOR 1555-14475-D & SBE-D: DEMOLITION

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

#### A. INSURANCE TO BE PROVIDED

#### 1) Workers Compensation and Employers Liability

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

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

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

Subcontractors performing work for the Contractor must maintain limits of not less than \$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

#### SECTION 3 -CONTRACT INSURANCE REQUIREMENTS

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

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

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

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

#### 6) Builders Risk/Installation

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

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

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

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

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

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

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

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

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

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

#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### A. INSURANCE TO BE PROVIDED

#### 1) Workers Compensation and Employers Liability

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

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

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

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

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

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

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

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

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

#### 5) Builders Risk/Installation

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

May 2015

SECTION 3 -CONTRACT INSURANCE REQUIREMENTS

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

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

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

#### 6) Professional Liability

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

#### 7) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the 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 \$<u>1,000,000</u> per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. Cook County is to be named as an additional insured on a primary, non-contributory basis.

#### B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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### SECTION 4 – WAGE RATES

#### WAGES OF EMPLOYEES ON PUBLIC WORKS

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

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## ILLINOIS DEPARTMENT OF LABOR PREVAILING WAGE RATE

## Cook County Prevailing Wage for May 2015

(See explanation of column headings at bottom of wages)

| Trade Name R(                            | G TYP C        |        | FRMAN M-F>8              | OSA OSH |       | Pensn | Vac   | Trng  |
|--|----------------|--------|--------------------------|---------|-------|-------|-------|-------|
| ASBESTOS ABT-GEN                         | ALL            |        | 38.700 1.5               | 1.5 2.0 |       |       |       |       |
| ASBESTOS ABT-MEC                         | BLD            |        | 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            | 42.580 | 46.840 1.5               | 1.5 2.0 | 9.850 | 13.60 | 0.000 | 1.030 |
| CARPENTER                                | ALL            | 43.350 | 45.350 1.5               | 1.5 2.0 | 13.29 | 13.75 | 0.000 | 0.630 |
| CEMENT MASON                             | ALL            | 43.100 | 45.100 2.0               | 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 |       |       |       |       |
| ELEVATOR CONSTRUCTOR                     | BLD            | 50.800 | 57.150 2.0               | 2.0 2.0 |       |       |       |       |
| FENCE ERECTOR                            | ALL            | 35.840 | 37.840 1.5               | 1.5 2.0 |       |       |       |       |
| GLAZIER                                  | BLD            | 40.000 | 41.500 1.5               | 2.0 2.0 |       |       |       |       |
| HT/FROST INSULATOR                       | BLD            | 48.450 | 50.950 1.5               | 1.5 2.0 |       |       |       |       |
| IRON WORKER                              | ALL            |        | 45.000 2.0               | 2.0 2.0 |       |       |       |       |
| LABORER                                  | ALL            |        | 38.750 1.5               | 1.5 2.0 |       |       |       |       |
| LATHER                                   | ALL            |        | 45.350 1.5               | 1.5 2.0 |       |       |       |       |
| MACHINIST                                | BLD            |        | 46.850 1.5               | 1.5 2.0 |       |       |       |       |
| MARBLE FINISHERS                         | ALL            |        | 32.970 1.5               |         |       | 13.10 |       |       |
| MARBLE MASON                             | BLD            |        | 45.960 1.5               |         |       | 13.42 |       |       |
| MATERIAL TESTER I                        | ALL            | 28.000 | •                        | 1.5 2.0 |       |       |       |       |
| MATERIALS TESTER II                      | ALL            | 33.000 | 0.000 1.5                | 1.5 2.0 |       |       |       |       |
| MILLWRIGHT                               | ALL            |        | 45.350 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 51.100 2.0               | 2.0 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 51.100 2.0               | 2.0 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 51.100 2.0               | 2.0 2.0 |       | 11.80 |       |       |
| OPERATING ENGINEER                       |                |        | 51.100 2.0               |         |       |       |       |       |
| OPERATING ENGINEER<br>OPERATING ENGINEER | BLD 5          |        | 51.100 2.0               | 2.0 2.0 |       |       |       |       |
| OPERATING ENGINEER                       | BLD 6<br>BLD 7 |        | 51.100 2.0<br>51.100 2.0 | 2.0 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 52.450 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       | FLT 2          |        | 52.450 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 52.450 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 52.450 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 52.450 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 35.000 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 49.300 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 49.300 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 49.300 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 49.300 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 49.300 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 49.300 1.5               | 1.5 2.0 |       |       |       |       |
| OPERATING ENGINEER                       |                |        | 49.300 1.5               | 1.5 2.0 |       |       |       |       |
| ORNAMNTL IRON WORKER                     | ALL            |        | 46.400 2.0               | 2.0 2.0 |       |       |       |       |
| PAINTER                                  | ALL            |        | 45.500 1.5               | 1.5 1.5 |       |       |       |       |

| Cool | k Coi | untv |
|------|-------|------|
|      |       |      |

| PAINTER SIGNS       | BLD   | 33.920 38.090 1.5   | 1.5 1.5 2.600  | 2.710 0.000 0.000 |
|---------------------|-------|---------------------|----------------|-------------------|
| PILEDRIVER          | ALL   | 43.350 45.350 1.5   | 1.5 2.0 13.29  | 13.75 0.000 0.630 |
| PIPEFITTER          | BLD   | 46.000 49.000 1.5   | 1.5 2.0 9.000  | 15.85 0.000 1.780 |
| PLASTERER           | BLD   | 42.250 44.790 1.5   | 1.5 2.0 11.40  | 12.19 0.000 0.650 |
| PLUMBER             | BLD   | 46.650 48.650 1.5   | 1.5 2.0 13.18  | 11.46 0.000 0.880 |
| ROOFER              | BLD   | 40.100 43.100 1.5   | 1.5 2.0 8.280  | 10.54 0.000 0.530 |
| SHEETMETAL WORKER   | BLD   | 41.530 44.850 1.5   | 1.5 2.0 10.48  | 20.06 0.000 0.690 |
| SIGN HANGER         | BLD   | 31.310 33.810 1.5   | 1.5 2.0 4.850  | 3.280 0.000 0.000 |
| 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 2.00   |                   |
| STONE MASON         | BLD   | 42.580 46.840 1.5   |                | 13.60 0.000 1.030 |
| -> NOT IN EFFECT    | ALL   | 37.000 37.750 1.5   | 210 210 2200 5 | .930 0.000 0.500  |
| TERRAZZO FINISHER   | BLD   | 37.040 0.000 1.5    | 110 110 10000  | 10.32 0.000 0.620 |
| TERRAZZO MASON      | BLD   | 40.880 43.880 1.5   | 1.5 2.0 10.55  |                   |
| TILE MASON          | BLD   | 42.840 46.840 1.5   | 1.5 2.0 10.55  |                   |
| TRAFFIC SAFETY WRKR | HWY   | 32.750 34.350 1.5   | 1.5 2.0 6.550  |                   |
| TRUCK DRIVER        |       | 1 33.850 34.500 1.5 | 1.5 2.0 8.150  |                   |
| TRUCK DRIVER        |       | 2 34.100 34.500 1.5 | 1.5 2.0 8.150  |                   |
| TRUCK DRIVER        |       | 3 34.300 34.500 1.5 | 1.5 2.0 8.150  |                   |
| TRUCK DRIVER        |       | 4 34.500 34.500 1.5 | 1.5 2.0 8.150  |                   |
| TRUCK DRIVER        | W ALL | 1 32.550 33.100 1.5 |                | 4.350 0.000 0.000 |
| TRUCK DRIVER        | W ALL | 2 32.700 33.100 1.5 | 1.5 2.0 6.500  |                   |
| TRUCK DRIVER        |       | 3 32.900 33.100 1.5 | 1.5 2.0 6.500  |                   |
| TRUCK DRIVER        |       | 4 33.100 33.100 1.5 | 1.5 2.0 6.500  |                   |
| TUCKPOINTER         | BLD   | 42.800 43.800 1.5   | 1.5 2.0 8.180  | 12.66 0.000 0.650 |
|                     |       |                     |                |                   |

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

## Section 1.01 Explanations

COOK COUNTY

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

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

#### EXPLANATION OF CLASSES

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

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

#### CERAMIC TILE FINISHER

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

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

#### COMMUNICATIONS ELECTRICIAN

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

#### MARBLE FINISHER

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

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

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

#### SECTION 4 - PREVAILING WAGE RATES

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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#### SECTION 4 – PREVAILING WAGE RATES

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

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

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

#### SECTION 4 – PREVAILING WAGE RATES

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

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

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

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

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

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

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

Other Classifications of Work:

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

#### LANDSCAPING

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

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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/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 <u>www.dol.gov/whd/govcontracts</u>.

#### Modification Number Publication Date

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

ASBE0017-001 06/01/2014

Rates Fringes

#### ASBESTOS WORKER/INSULATOR

| Includes the application     |       |
|------------------------------|-------|
| of all insulating            |       |
| materials, protective        |       |
| coverings, coatings, and     |       |
| finishes to all types of     |       |
| mechanical systems\$ 48.45   | 24.35 |
| Fire Stop Technician\$ 38.76 | 23.15 |

HAZARDOUS MATERIAL HANDLER

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

| whether they contain<br>asbestos or not, from<br>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\$4   | 1.78     | 23.37                        |   |
| BRIL0021-006 06/01/2014   |          |                              |   |
|   | 1        | Rates Fringe                 | s |
| TERRAZZO WORKER/SETTE<br>TILE FINISHER\$<br>TILE SETTER\$           | 33.60    | 40.88 22.4<br>15.22<br>16.93 | 3 |
| 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<br>Carpenter, Lather,<br>Millwright, Piledriver,          |          |                              |   |
| and Soft Floor Layer\$  | 43.35    | 27.67                        |   |
| CARP0555-002 10/01/2014   |          |                              |   |
|   |          |                              |   |

CARPENTER (Excluding

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# SECTION 4 - PREVAILING WAGE RATES

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| structures with elevators and structures over 3 1/2 stories)\$ | \$ 34.11 | 27.67     |
|--|----------|-----------|
| ELEC0009-003 06/02/2014  |          |           |
|  | Rates    | Fringes   |
| Line Construction<br>Groundman\$ 35<br>Lineman and Equipment   | .96      | 21.79     |
| Operator\$ 46.10   | C        | 27.94     |
| * ELEC0134-001 06/02/2014                                      |          |           |
|  | Rates    | Fringes   |
| ELECTRICIAN\$  | 44.00    | 28.85     |
| ELEC0134-002 04/01/1998  |          |           |
|  | Rates    | Fringes   |
| ELECTRICIAN<br>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

#### ELECTRICIAN ELECTRICAL TECHNICIAN......\$ 39.00 21.10

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

\* ELEV0002-003 01/01/2015

|  | Rates | Fringes |
|--|-------|---------|
|  |       |         |

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

FOOTNOTES:

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

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

\* ENGI0150-006 06/01/2014

Building and Residential Construction

Rates Fringes

OPERATOR: Power Equipment

| GROUP |   | \$ 47.10 | 32.05 |
|-------|---|----------|-------|
| GROUP | 2 | \$ 45.80 | 32.05 |
| GROUP | 3 | \$ 43.25 | 32.05 |
| GROUP | 4 | \$ 41.50 | 32.05 |

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

\*-Requires Oiler

\* ENGI0150-025 06/01/2014

Heavy and Highway Construction

Rates Fringes

| OPERATOR: | Power E | auipment |
|-----------|---------|----------|
|-----------|---------|----------|

| GROUP<br>GROUP<br>GROUP | 1<br>2<br>3<br>4<br>5 | \$ 44<br>\$ 42<br>\$ 41 | .75<br>.70<br>.30 | 32.05<br>32.05<br>32.05<br>32.05<br>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 yd or over Backhoe bucket or with attachments); Concrete Breaker (truck mounted); Concrete Conveyor; Concrete Paver over 27E cu ft\*; Concrete Placer\*; Concrete Tube Float; Cranes, all attachments\*; Cranes, Hammerhead, Linden, Peco and machines of a like nature\*; Creter Crane; Crusher, stone; All Derricks; Derrick Boats; Derricks, traveling\*; Dowell Machine with Air Compressor (\$1.00 above Class 1); Dredges\*; Field Mechanic Welder; Formless Curb and Gutter Machine\*; Gradall and machines of a like nature\*; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader, Guard Rail Post Driver mounted\*; Hoists, one, two, and three Drum; Hydraulic Backhoes\*; Backhoes with Shear attachments\*; Mucking Machine; Pile Drivers and Skid Rig\*; Pre-Stress Machine; Pump Cretes Dual Ram (requires frequent lubrication and water)\*; Rock Drill- Crawler or Skid Rig\*; Rock Drill truck mounted\*; Rock/ Track Tamper; Roto Mill Grinder, (36" and over)\*; Slip-Form Paver\*; Soil Test Drill Rig, truck mounted\*; Straddle Buggies; Hydraulic Telescoping Form (tunnel); Tractor Drawn Belt Loader\*; Tractor Drawn Belt Loader with attached Pusher (two engineers); Tractor with boom; Tractaire with attachment; Traffic Barrier Transfer Machine\*; Trenching Machine; Truck Mounted Concrete Pump with boom\*; Underground Boring and/or Mining Machines 5 ft in diameter and over tunnel, etc.\*; Wheel Excavator\* & Widener (Apsco); Raised or Blind Hoe Drill, Tunnel & Shaft\*

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

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

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

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

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

\*Requires Oiler

IRON0001-026 06/01/2013

Rates Fringes

IRONWORKER Sheeter.....\$42.32 33.74 Structural and Reinforcing..\$42.07 33.74

IRON0063-001 06/01/2013

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| IRONWORKER, ORNAMENTAL | \$ 42.90 | 30.11   |

## IRON0063-002 06/01/2014

|   | Rates   | Fringes   |  |  |
|---|---|---|--|--|
| IRONWORKER<br>Fence Erector   | \$ 35.84  | 24.82   |  |  |
| IRON0136-001 07/01/   | 2012  |   |  |  |
|   | Rates   | Fringes   |  |  |
| IRONWORKER<br>Machinery Movers; Riggers;<br>Macinery Erectors\$ 35.87 28.67<br>Master Riggers\$ 38.37 28.67 |   |   |  |  |
| LABO0002-006 06/01  | /2014   |   |  |  |
|   | Rates   | Fringes   |  |  |
| GROUP 3<br>GROUP 4<br>GROUP 5<br>GROUP 6<br>GROUP 7<br>GROUP 8  | \$ 38.00<br>\$ 28.075<br>\$ 38.10<br>\$ 38.15<br>\$ 38.20<br>\$ 38.22<br>\$ 38.32<br>\$ 38.35<br>\$ 38.45<br>\$ 38.27 | 24.40<br>24.40<br>24.40<br>24.40<br>24.40<br>24.40<br>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

| HIGHWAY) |  |
|----------|--|
| \$ 38.00 | 24.40  |
| \$ 38.27 | 24.40  |
| \$ 38.15 | 24.40  |
| \$ 38.27 | 24.40  |
| \$ 39.00 | 24.40  |
|          | \$ 38.00<br>\$ 38.27<br>\$ 38.15<br>\$ 38.27 |

## 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

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Rates Fringes

| ) |
|---|
| ) |
| ) |
|   |
|   |

L

LABORER (Tunnel and Sewer)

| \$ 38.00 | 24.40                            |
|----------|----------------------------------|
| \$ 38.12 | 24.40                            |
| \$ 38.22 | 24.40                            |
| \$ 38.35 | 24.40                            |
| \$ 39.00 | 24.40                            |
|          | \$ 38.12<br>\$ 38.22<br>\$ 38.35 |

## LABORER CLASSIFICATIONS (TUNNEL)

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

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

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

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

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

LABORER CLASSIFICATIONS (SEWER)

GROUP 1: Signalmen; Top laborers and All other laborers

GROUP 2: Concrete laborers and Steel setters

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

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

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

LABO0225-001 06/01/2011

Rates Fringes

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

May 2015

| 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 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

72

26.39

|  | Rates    | Fringes   | 5       |
|--|----------|-----------|---------|
| SPRINKLER FITTER                         | \$ 47.25 | . 22.0    | 5       |
| SHEE0073-001 06/01/2011                  |          |           |         |
|  | Rates    | Fringes   |         |
| Sheet Metal Worker                       | \$ 40.56 | 27.23     |         |
| SHEE0073-002 06/01/2011                  |          | ********* |         |
|  |          | Rates     | Fringes |
| Sheet Metal Worker<br>ALUMINUM GUTTER WO | RK\$     | 27.63     | 27.23   |
| TEAM0731-001 06/01/2011                  |          |           |         |
| COOK COUNTY - HEAVY AN                   | ND HIGHW | IAY       |         |
| Rates                                    | Fringe   | s         |         |

Rates Fringes

.

| TRUCK DRIVER |          |       |
|--------------|----------|-------|
| 2 or 3 Axles | \$ 33.85 | 16.85 |
| 4 Axles      | \$ 34.10 | 16.85 |
| 5 Axles      | \$ 34.30 | 16.85 |
| 6 Axles      | \$ 34.50 | 16.85 |

# FOOTNOTES:

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

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

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

TEAM0731-002 03/01/2012

Rates Fringes

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

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

8

TEAM0786-001 06/01/2008

# COOK COUNTY - BUILDING AND RESIDENTIAL

| Rates | Fringes |
|-------|---------|
|-------|---------|

| TR | UC | κD  | RIVE  | R |
|----|----|-----|-------|---|
|    | 28 | 3 A | xles. |   |

| & 3 Axles | \$ 31.33 | .10+a |
|-----------|----------|-------|
| Axles     | \$ 31.58 | .10+a |
| Axles     | \$ 31.78 | .10+a |
| Axles     | \$ 31.98 | .10+a |

#### FOOTNOTES:

4 5 6

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 1SW - SCHEDULE OF PRICES HIGHWAY / SITE WORK

CONTRACT FOR WORK CONTRACT DOCUMENT NO. 1555-14475-SW

FOR: JOB ORDER CONTRACTING - HIGHWAY / SITE WORK

Proposal Submitted by:

# MQ CONSTRUCTION

To: The County of Cook

# PROPOSED ADJUSTMENT FACTORS:

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

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

# 0.8700

# (Specify to four (4) decimal places)

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

# 0.8800

# (Specify to four (4) decimal places)

3. Non Pre-priced Adjustment Factor: Contractor shall multiply this factor times the cost of the Non

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.



(Specify to four (4) decimal places)

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

# 0.8910

(Specify to four (4) decimal places)

#### **BID DUE DATE**

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

### ADDENDUM RECEIPT

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

| Addendum No |   |    | Date: | 6/19/15 |  |
|-------------|---|----|-------|---------|--|
| Addendum No | 2 |    | Date: | 6/24/15 |  |
| Addendum No | 3 |    | Date: | 7/2/15  |  |
| Addendum No | Ч | ۰. | Date: | 718115  |  |
|             | 5 |    | –     | 7/14/15 |  |

#### BIDDER NAME:

Υ.

MQ Construction Company

# BID FORM 2SW – CALCULATION OF THE AWARD CRITERIA FIGURE HIGHWAY / SITE WORK

# **BIDDER NAME:**

MQ CONSTINCTION

| Line 1. | Normal Working Hours Adjustment Factor               | 0.8700                  |
|---------|--|-------------------------|
| Line 2. | Multiply Line 1 by .60                               | 0.5220                  |
| Line 3. | Other Than Normal Working Hours<br>Adjustment Factor | 0,8800                  |
| Line 4. | Multiply Line 3 by .30                               | 0.2640                  |
| Line 5. | Non Pre-priced Adjustment Factor                     | 1.0500                  |
| Line 6. | Multiply line 5 by .10 =                             | 0.1050                  |
| Line 7. | Award Criteria Figure<br>(Add lines 2, 4, and 6)     | (Award Criteria Figure) |
|         |  | (Awaru Oriteria Figure) |

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

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

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

Signature

Name (Ty MQ pe or Print) Sewer and Water Contractors, Inc.

dba MQ Construction Co.

**Bidder Name** 

4323 N Address State

com to he LAURA A. HALICKE OFFICIAL SEAL

Commission expires:

Notary Public. State of Illinois Commission Expires January 07, 2016

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1140.00

# THE AMERICAN INSTITUTE OF ARCHITECTS

# AIA Document A310 Bid Bond

 KNOW ALL MEN BY THESE PRESENTS, THAT WE
 MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company

 4323 N. Central Ave. Chicago, IL 60634
 as Principal, hereinafter called the Principal, and Employers Mutual Casualty Company

 P.O. Box 712 Des Moines, IA 50306-0712
 IA

| a corporation duty organized under the laws of the old  |                    | IA                             |               |
|---|--------------------|--------------------------------|---------------|
| as Surety, hereinafter called the Surety, are held and t  | firmly bound unto  | County of Cook                 |               |
| 118 North Clark Street, Room 1018 Chicago, IL 60  | 602                |                                |               |
| as Obligee, hereinafter called the Obligee, in the sum  | of Twenty Five Th  | ousand Dollars and 00/100      |               |
|   | Dollars (\$        | \$25,000                       | ),            |
| for the payment of which sum well and truly to be mad<br>executors, administrators, successors and assigns, joi |                    |                                | s, our heirs, |
| WHEREAS, the Principal has submitted a bid for Jo   | b Order Contract - | Highway/Site Work. Contract Do | ocument       |
| No. 1555-14475-SW   | 1. A.              |                                |               |

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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.

| Signed and sealed this     | 26th       | day of                                 | June   | , 2015                       |
|----------------------------|------------|--|--|------------------------------|
| ( ) A                      | $\sim$     |  | MQ Sewer & Water Contractors, nc. d/b/a MQ Con<br>(Principal)        | nstruction Company<br>(Seal) |
| Mart                       | /itness)   |  | By: KG   | Pres (Title)                 |
| Malussa<br>Melissa Schmidt | All iness) | SEAL                                   | Employers Mutual Casualty Company<br>(Surety)<br>By: Huugh - Mandnur | (Seal)                       |
|                            |            | ************************************** | Attomey-in-Fact Kelly A. Gardner                                     | (Title)                      |

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

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

# SURETY'S STATEMENT OF QUALIFICATION FOR BONDING

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

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

The undersigned confirms that \_\_Employers Mutual Casualty Company

(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the bid/Contract\_

| to | 1555-14475-SW | MQ Sewer & Water Contractors, Inc.<br>d/b/a MQ Construction Company |
|----|---------------|---|
|    | (NUMBER)      | (BIDDER)  |

The penalty of this bond is to be \$\_25,000.00

(TOTAL DOLLAR AMOUNT OF CONTRACT)

JTHORIZED SIGNATURE) (SURETY COMPAN

SURETY CORPORATE SEAL

Kelly A. Gardner (ATTORNEY IN FACT)

002161 21415 AMB# NAIC #

May 2015

G-23208-B

SS.

| STATE OF  | Illinois |
|-----------|----------|
| COUNTY OF | DuPage   |

| I, Melissa Schr          | nidt              | Notary          | Public of          | DuPag       | e             | County,      |
|--------------------------|-------------------|-----------------|--------------------|-------------|---------------|--------------|
| in the State of          | Illinois          | , do here       | eby certify that   | Kelly A. (  | Gardner       |              |
| Attomey-in-Fact, of the  | Employers Mu      | tual Casualty   | Company            |             |               |              |
| who is pe                | rsonally known t  | to me to be the | e same person w    | hose nam    | e             | is           |
| subscribed to the forego | ing instrument,   | appeared befo   | ore me this day i  | n person, a | ind           |              |
| acknowledged that he si  | gned, sealed a    | nd delivered s  | aid instrument, f  | or and on I | behalf of the | )            |
| Employers Mutual Casua   | Ity Company       |                 |                    |             |               |              |
| for the uses and purpose | es therein set fo | rth.            |                    |             |               |              |
| Given under my h         | and and notaria   | I seal at my of | fice in the City o | F           | Westmor       | <u>nt</u>    |
| in said County, this     | 26th              | _ day of _      | June               |             | A.D.,         | 2015         |
|                          |                   |                 |                    |             |               |              |
|                          |                   |                 |                    | Mel         | war.          | SUD          |
|                          | · .               |                 | Notar              | y Public    | Melissa S     | Schmidt      |
|                          |                   |                 | My Co              | mmission (  | expires:      | May 14, 2016 |

OFFICIAL SEAL MELISSA SCHIMIDT MY COMMISSION EXPIRES:05:14/16 and the second s



P.O. Box 712 • Des Moines, Iowa 50306-0712

# **CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

# KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation

- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

# Kelly A. Gardner

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond

| Ou  | icty bond number. | Bid Boria  |
|-----|-------------------|--|
| Pri | ncipal :          | MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company |
| Ob  | ligee :           | County of Cook   |

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

# **AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 13th day of January, 2014.



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel Assistant Vice President/ Assistant Secretary

On this 13th day of January, 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2016.

Notaty Public in and for the State of Lova

# CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 13th day of January, 2014, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of \_\_\_\_\_\_

2015

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689."



TONI PRECKWINKLE

PRESIDENT Cook County Board of Commissioners

RICHARD R. BOYKIN 1st District

> ROBERT STEELE 2nd District

JERRY BUTLER 3rd District

STANLEY MOORE 4th District

DEBORAH SIMS 5th District

JOAN PATRICIA MURPHY 6th District

> JESUS G. GARCIA 7th District

EDWIN REYES 8th District

PETER N. SILVESTRI 9th District

BRIDGET GAINER 10th District

JOHN P. DALEY 11th District

JOHN A. FRITCHEY 12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

> SEAN M. MORRISON 17th District

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

November 3, 2015

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

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

Dear Ms. Andrews:

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

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

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

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

Sincerely,

Jacqueline Gomez

Director JG/la

Cc: Sheila Atkins, Office of Capital Planning & Policy

| Сс | ook | Cou | inty |
|----|-----|-----|------|
|    |     |     |      |

| MBE/WBE/DBE/SE   | BE COMMITMENT FORM   |
|--|--|
| CONTRACT FOR WORK<br>SOLICITATION NO. 1555-14475   |  |
| FOR: County-Wide Job order   | Contract   |
| Proposal Submitted by: MQ Sewer and Water<br>dba MQ Censtr   |  |
|  |  |
|  |  |
| To: The County of Cook   |  |
| Indicate if your firm is a certified minority-owned busin<br>If "Yes", please attach a copy of certification | essYes _X_No   |
| I HEREBY DECLARE AND AFFIRM that I am a duly a   | authorized   |
| representative of: MQ Sewer and Water Construction Co.   | s, inc.  |
| Bidder's Name  |  |
| that I have personally reviewed the Contract Documer meeting or exceeding the                                | nts, the M/W/D/SBE Goals set forth herein, and commit to   |
| MBE Goal: 2<br>WBE Goal: 1   |  |
| DBE Goal: 3  | 4% (For Federally Funded Job Orders Only)<br>1% (For SBE Contracts Only)   |
| 16a S  |  |
| Signature  |  |
| Vito Quarante  |  |
| Name (Type or Print)<br>MQ Sewer and Water Contractors, Inc.   |  |
| dba MQ Construction Co.<br>Bidder Name   |  |
| 422301 CONTR PALI  |  |
| Address  |  |
| City State Zip   | Subsoriber and swom to before me<br>this day of20_15   |
|  | John C   |
|  | Notary Public<br>Commission expires:<br>Wy Commission Expires<br>Notary Public, State of Illinois<br>My Commission Expires |
|  | My Commission January 07, 2016   |

130 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

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SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

May 2015

CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

Recipient:

1.

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

| Date: June 23,2015          |
|-----------------------------|
| Project Number: 555 - 14475 |
| Project Name: County - Wide |
| Job Order Contract          |

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

The Labor Standard provisions are included in the aforesaid Contract; (a)

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his Subcontractors and any lower tier subcontractors, is his responsibility;

He certifies that: 2.

- (a) Neither he nor any firm, corporation, partnership or association in which he has substantial interest is designated as an ineligible Contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29CFR Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)]
- (b) No part of the aforementioned Contract has been or will be sub-contracted to any Subcontractor if such Subcontractor or any firm, corporation, partnership or association in which such Subcontractor has a substantial interest is designated as an ineligible Contractor pursuant to any of the aforementioned regulatory or statutory provisions.

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

He certifies that: 4.

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

MQ Sewer and Water Contractors, Inc. dba MQ Construction Co.

(b) The undersigned is (check one):

> Proprietorship Sole Partnership (orporatio) Other Organization (Describe)

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att been vert them tents of the factor. Att been adapt to (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME TITLE **ADDRESS** l Ave 4323 N. 60 President / Vito Maranth Veasurer Wuwata erneteru AL

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

| NAME | ADDRESS                               | NATURE OF INTEREST |
|------|---------------------------------------|--------------------|
| None |                                       |                    |
|      |                                       |                    |
|      | · · · · · · · · · · · · · · · · · · · |                    |
|      |                                       |                    |

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are (if none, so state):

| NAME | None | ADDRESS      | TRADE CLASSIFICATION   |   |
|------|------|--------------|--|---|
|      |      |              |  |   |
|      |      |              | · · · · · · · · · · · · · · · · · · ·                          |   |
|      |      |              | Q Sewer and Water Contractors, Inc.<br>dba MQ Construction Co. |   |
|      |      | SIGNATURE:   |  | - |
|      |      | DATE: (3-23- | -15  | - |

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i <sup>da</sup> seen and Thirty Cleatingation from No 1961 to the <mark>strategy D</mark>e

# **BID DEPOSIT FORM**

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

| TO:                                   | County   | of Cook                               |   |                                       |  |
|---------------------------------------|----------|---------------------------------------|---|---------------------------------------|--|
| BID F                                 | =OR:     | ·                                     |   |                                       |  |
| BID DOCUMENT NUMBER:BID OPENING DATE: |          |                                       |   |                                       |  |
| Wed                                   | leposit  | (subject to all conditions of said p  | roposal) the following described deposi | t check:                              |  |
| ( ) Ca                                | ashier's | Check () Bank Draft () Other          |   |                                       |  |
| Draw                                  | /n on:   |                                       | of:                                     |                                       |  |
|                                       |          | BANK                                  | CITY S                                  | TATE                                  |  |
| Draft                                 | or Che   | ck Number:                            | Dated:                                  |                                       |  |
| Amou                                  | unt: \$  |                                       |   |                                       |  |
| Subr                                  | nitted b | y:                                    |   |                                       |  |
|                                       |          | ·                                     | BIDDER'S NAME                           | · · · · · · · · · · · · · · · · · · · |  |
|                                       |          |                                       |   |                                       |  |
|                                       |          | 1                                     | STREET ADDRESS                          |                                       |  |
| OITV                                  |          | · · · · · · · · · · · · · · · · · · · |   |                                       |  |
| CITY                                  |          |                                       | STATE                                   | ZIP CODE                              |  |
|                                       |          |                                       |   |                                       |  |
|                                       |          |                                       |   |                                       |  |
|                                       |          | DO NOT W                              | RITE IN THE SPACES BELOW                |                                       |  |
| The A                                 | bove D   | Described Deposit Check is:           |   |                                       |  |
| 1. (                                  | )        | HELD:                                 | DATE:                                   |                                       |  |
| 2. (                                  | )        | MAILED:                               | DATE:                                   |                                       |  |
| 3. (                                  | )        | DELIVERED TO:                         | DATE:                                   | ·                                     |  |
| 4. (                                  | )        | BOND SUBSTITUTED:                     |   | ·                                     |  |
| 5. (                                  | )        | BOND MAILED TO                        | DATE                                    |                                       |  |

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### **RELEVANT EXPERIENCE**

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

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

| Project Information      |        |                    |                                       |   |             |
|--------------------------|--------|--------------------|---------------------------------------|---|-------------|
| Project Name:            |        |                    |                                       |   |             |
| Project Location:        |        |                    | ·                                     |   |             |
| Project Type:            | ÷      |                    |                                       |   |             |
| Description of Work      |        | Please See         | Attached                              |   |             |
|                          |        |                    |                                       |   |             |
|                          |        |                    |                                       |   |             |
| Bidder's Role:           |        | General Contractor | Subcontractor                         |   |             |
| CHECK ALL THAT APPLY     |        | Joint Venture      | Design-Builder                        |   |             |
|                          |        |                    |                                       |   |             |
|                          |        |                    |                                       |   |             |
| Client Information       |        |                    |                                       |   |             |
| Client:                  | F      |                    | ·                                     |   | ·<br>•      |
| Address:                 |        |                    |                                       |   |             |
| Client Reference:        |        |                    |                                       | -                                       |             |
| · · · · · · · ·          | NAME   |                    | TITLE                                 | AREA CODE 8                             | PHONENO     |
| Architect Information    |        |                    |                                       |   |             |
| Architect:               |        | 4                  |                                       | / * · · · · · · · · · · · · · · · · · · |             |
| Address:                 | -      |                    | · · · · · · · · · · · · · · · · · · · |   | <br>        |
| Architect Reference:     | NAME   |                    | TITLE                                 | AREA CODE 8                             | PHONENO     |
| Contract Information     |        |                    |                                       | 74127 0002 0                            | in nonzino: |
|                          |        | Contract for Maria | Destas Dettel                         |   |             |
| Contract Type            |        | Contract for Work  | Design-Build                          |   |             |
| Original Contract Amoun  | Ľ.     | •                  |                                       |   |             |
| Final Contract Amount:   |        | ······             |                                       |   |             |
| Original Completion Sche | edule: | <u></u>            |                                       |   |             |
| Actual Completion Scheo  | dule:  |                    |                                       |   |             |

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

## MQ SEWER AND WATER CONTRACTORS d/b/a MQ CONSTRUCTION COMPANY <u>4 YEAR PROJECT HISTORY</u>

# <u>CITY OF CHICAGO</u> DEPARTMENT OF TRANSPORTATION

JOB ORDER CONTRACT - #58904 (2010) Misc. Work \$10,000,000.00 100% COMPLETE

JOB ORDER CONTRACT - #58904 (2011) Misc. Work \$10,000,000.00 100% COMPLETE

JOB ORDER CONTRACT - #58904 (2012) Misc. Work \$10,000,000.00 100% COMPLETE

JOB ORDER CONTRACT - #58904 (2013) Misc. Work \$10,000,000.00 100% COMPLETE

LaSALLE DRIVE RECONFIGURATION – B-0-259 (2010) Misc. Concrete Work \$8,606,570.00 100% COMPLETE

IRVING PARK STREETSCAPE – S-7-149 (2010) Misc. Concrete work \$3,802,889.00 100% COMPLETE

ADA RAMP PROGRAM – NORTH AREA – B-0-320 (2010) Misc. Concrete Work \$274,049.00 100% COMPLETE

INDUSTRIAL ST./KINZIE ST. IMPROVEMENTS – U-6-124 (2012) Misc. Concrete Work \$2,898,676.00 100% COMPLETE

MILWAUKEE AVENUE SECTION 3 IMPROVEMENTS – B-9-818 (2013) Misc. Concrete Work \$6,550,914.90 100% COMPLETE <del>د.</del> ا

INDUSTRIAL ST./KOLMAR AVE – U-9202 (2013) Misc. Concrete Work \$1,055,706.50 100% COMPLETE

### DEPARTMENT OF WATER MANAGEMENT

PETERSON AVENUE SEWER IMPROVEMENT PROJECT – DWM 6316 (2012) Sewer and Concrete Work \$12,684,900.00 100% COMPLETE

LANGLEY ALLEY SEWER IMPROVEMENTS – DWM 6773 (2014) Sewer and Concrete Work \$1,015,388.10 100% COMPLETE

ALBANY AVENUE SEWER IMPROVEMENTS – DWM 6850 (2014) Sewer and Concrete Work \$1,050,523.58 100% COMPLETE

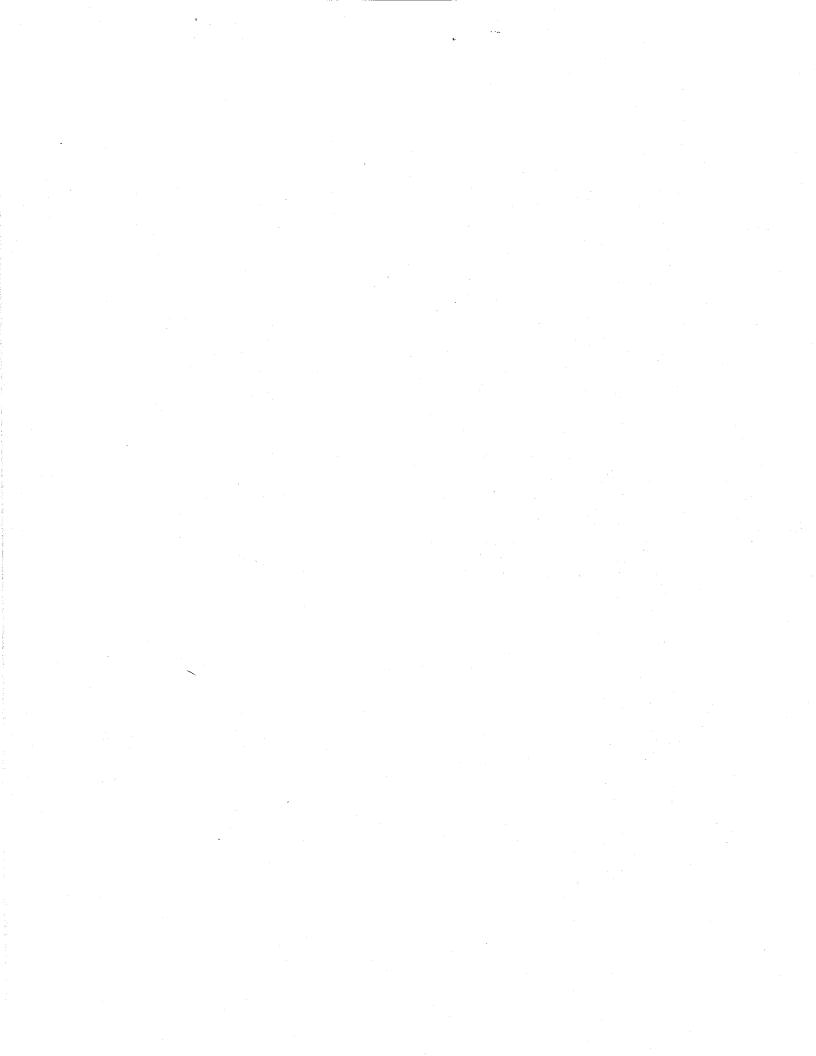
W. DIVERSEY AVENUE SEWER IMPROVEMENTS – DWM 6809 (2014) Sewer and Concrete Work \$1,076,648.00 100% COMPLETE

AUSTIN AVENUE SEWER IMPROVEMENTS – DWM 6777 (2014) Sewer and Concrete Work \$4,058,320.80 90% COMPLETE

BRYN MAWR SEWER IMPROVEMENTS – DWM 6285 (2014) Sewer and Concrete Work \$3,056,581.00 95% COMPLETE

### CHICAGO NEIGHBORHOOD INITIATIVE

2012 WOODLAWN AVENUE IMPROVEMENTS Sewer & Concrete Work \$3,358,340.00 100% COMPLETE



### CITY OF WOOD DALE

2011 ALLEY REPAIR PROJECT Sewer & Concrete Work \$1,210,119.00 100% COMPLETE

2013 WATER MAIN REPLACEMENT Sewer and Concrete Work \$1,132,401.00 100% COMPLETE

### VILLAGE OF PALATINE

2012 CAPRI DRIVE Misc. Concrete and Sewer Work \$448,827.00 100% COMPLETE

# ILLINOIS DEPARTMENT OF TRANSPORTATION

Village of Broadview - Item #61 Roosevelt Road Reconstruction \$1,965,894.50 90% COMPLETE

# NPL - PEOPLE'S GAS

2014 Various Locations Concrete Work 100% COMPLETE

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:           |         |                                       | ·              |          |                                       |
| Project Location:       |         | · · ·                                 |                |          |                                       |
| Project Type:           |         |                                       |                |          |                                       |
| Description of Work     |         | ·                                     |                |          |                                       |
|                         | <u></u> |                                       | ******         |          |                                       |
|                         |         |                                       |                |          |                                       |
| Bidder's Role:          |         | General Contractor                    | Subcontractor  |          |                                       |
| CHECK ALL THAT APPLY    |         | Joint Venture                         | Design-Builder |          |                                       |
|                         |         |                                       |                |          |                                       |
| Client Information      |         |                                       |                |          |                                       |
| Client:                 |         |                                       |                |          |                                       |
| Address:                |         |                                       |                |          | · · · · · · · · · · · · · · · · · · · |
| Client Reference:       |         |                                       |                |          |                                       |
|                         | NAME    | · · · · · · · · · · · · · · · · · · · | TITLE          | AREA COD | E &PHONE NO                           |
| Architect Information   |         |                                       |                |          |                                       |
| Architect:              |         |                                       | ·              |          |                                       |
| Address:                |         |                                       |                |          |                                       |
| Architect Reference:    |         |                                       |                |          | ·                                     |
|                         | NAME    |                                       | TITLE          | AREA COD | E &PHONE NO.                          |
| Contract Information    |         |                                       |                |          |                                       |
| Contract Type           |         | Contract for Work                     | Design-Build   |          |                                       |
| Original Contract Amoun | it:     |                                       |                |          |                                       |
| Final Contract Amount:  |         |                                       |                | · ·      |                                       |
| Original Completion Sch | edule:  |                                       |                |          |                                       |
| Actual Completion Sche  | dule:   |                                       |                | · .      | •                                     |

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:           |          |  |                                       |                                       |
| Project Location:       |          |  |                                       |                                       |
| Project Type:           |          |  | · · ·                                 |                                       |
| Description of Work     | <u> </u> |  | · · · · · · · · · · · · · · · · · · · | · · · · · · · · · · · · · · · · · · · |
|                         |          |  |                                       |                                       |
|                         | <b></b>  |  |                                       |                                       |
| Bidder's Role:          |          | General Contractor   | Subcontractor                         |                                       |
| CHECK ALL THAT APPLY    |          | Joint Venture  | Design-Builder                        | • •                                   |
|                         |          |  |                                       |                                       |
| Client Information      |          |  |                                       | 2<br>2                                |
| Client:                 |          |  |                                       |                                       |
| Address:                | *        |  |                                       | •                                     |
| Client Reference:       |          | 440.4 year of the second s | -                                     | · · · · · · · · · · · · · · · · · · · |
|                         | NAME     |  | TITLE                                 | AREA CODE &PHONE NO                   |
| Architect Information   |          |  |                                       |                                       |
| Architect:              |          |  |                                       |                                       |
| Address:                |          |  |                                       | ·                                     |
| Architect Reference:    |          | • _ •  |                                       |                                       |
|                         | NAME     |  | TITLE                                 | AREA CODE &PHONE NO.                  |
| Contract Information    |          |  |                                       |                                       |
| Contract Type           |          | Contract for Work  | Design-Build                          | · · · · ·                             |
| Original Contract Amour | nt:      |  |                                       |                                       |
| Final Contract Amount:  |          |  | ·                                     |                                       |
| Original Completion Sch | edule:   | <del>.</del>   |                                       |                                       |
| Actual Completion Sche  | dule:    |  |                                       |                                       |
|                         |          |  | •                                     |                                       |

|  |                                  | (MBE/WBE)   |          |
|--|----------------------------------|---|----------|
| NTRACT TITLE:  |                                  |   |          |
| NTRACT NUMBER:   |                                  |   |          |
| Name of Joint Ventu  | <u>re</u> :                      |   |          |
| · · · · · · · · · · · · · · · · · · ·  |                                  |   |          |
| Address of Joint Vent  |                                  |   |          |
|  |                                  | City:   |          |
| County:  | State:                           | Zip Code:   |          |
| Contact Information:   |                                  |   |          |
| Phone Number:  | ()                               |   | <u> </u> |
| Fax Number:  | ()                               |   |          |
| E-Mail Address:  |                                  | <u>@</u>  |          |
| <u>Identify each (Non) N</u><br>Firm Name:   | <u> 1BE/WBE Joint Ver</u>        | nture Partner(s):   | • .      |
| Firm Name:   | <u>/IBE/WBE Joint Ver</u>        | nture Partner(s):   | • .      |
| Firm Name:   | <u>//BE//WBE Joint Ver</u>       | nture Partner(s):   |          |
| Firm Name:<br>Address:<br>County:  | <u>/IBE/WBE Joint Ver</u>        | nture Partner(s):<br>City:  |          |
| Firm Name:<br>Address:<br>County:<br>Contact Person:   | <u>/IBE/WBE Joint Ver</u>        | nture Partner(s):<br>City:<br>Zip Code:                             |          |
| Firm Name:<br>Address:<br>County:<br>Contact Person:   | <u>/IBE/WBE Joint Ver</u> State: | nture Partner(s):<br>City:<br>Zip Code:<br>Title:                   |          |
| Firm Name:<br>Address:<br>County:<br>Contact Person:<br>Phone Number: (  | <u>/IBE/WBE Joint Ver</u> State: | nture Partner(s):<br>City:<br>Zip Code:<br>Title:                   |          |
| Firm Name:<br>Address:<br>County:<br>Contact Person:<br>Phone Number: (<br>E-Mail Address:   | <u>ABE/WBE Joint Ver</u>         | nture Partner(s):<br>City:<br>Zip Code:<br>Title:                   |          |
| Firm Name:<br>Address:<br>County:<br>Contact Person:<br>Phone Number: (<br>E-Mail Address:<br>Firm Name:   | <u>ABE/WBE Joint Ver</u> State:  | <u>nture Partner(s):</u><br>City:Zip Code:<br>Title:                |          |
| Firm Name: Address: County: Contact Person: Phone Number: ( E-Mail Address: Firm Name: Address:  | ABE/WBE Joint Ver                | nture Partner(s):          City:          Zip Code:          Title: |          |
| Firm Name:<br>Address:<br>County:<br>Contact Person:<br>Phone Number: (<br>E-Mail Address:<br>Firm Name:<br>Address:<br>County:                              | ABE/WBE Joint Ver                | City:Zip Code:  |          |
| Firm Name:      Address:      County:      Contact Person:      Phone Number: (      E-Mail Address:      Firm Name:      Address:      County:      County: | ABE/WBE Joint Ver                | Description          City:        Zip Code:                         |          |

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|                     | 111.                                   | Identify each M                       | BE Joint | Venture Partner(s)                    |
|---------------------|--|---------------------------------------|----------|---------------------------------------|
| Firm Name:          |  |                                       |          |                                       |
| Address:            |  |                                       | City:    |                                       |
| County:             |  | State:                                |          | _Zip Code:                            |
| Contact Person:     |  | · · · · · · · · · · · · · · · · · · · |          | _Title:                               |
| Phone Number: (     | )                                      |                                       |          |                                       |
|                     |  |                                       |          |                                       |
| Firm Name:          |  |                                       |          |                                       |
|                     | +                                      |                                       |          | · · · · · · · · · · · · · · · · · · · |
| County:             |  | State:                                |          | _Zip Code:                            |
| Contact Person:     |  |                                       |          | _Title:                               |
| Phone Number: (     | )                                      |                                       |          |                                       |
| E-Mail Address:     | . <u></u>                              |                                       | @        |                                       |
| Identify each WBE J | oint Ve                                | nture Partner(s)                      |          |                                       |
| Firm Name:          |  |                                       |          | • Marin                               |
| Address:            | . <u></u>                              |                                       | _City:   |                                       |
|                     |  |                                       |          | _Zip Code:                            |
| Contact Person:     |  |                                       |          | _Title:                               |
| Phone Number: (     | )                                      |                                       |          |                                       |
| E-Mail Address:     |  |                                       |          |                                       |
| Firm Name:          |  |                                       |          |                                       |
| Address:            |  | · · · · · · · · · · · · · · · · · · · | City:    |                                       |
| County:             |  | State:                                |          | _Zip Code:                            |
| Contact Person:     | ······································ |                                       |          | _Title:                               |
| Phone Number: (     | )                                      |                                       |          |                                       |
|                     |  |                                       |          |                                       |

V.

VI.

# IV. Describe the role(s) of each MBE and/or WBE Joint Venture Partner(s) in this Joint Venture: (condense)

|                     | WBE Firm Name:         Role in Joint Venture:  |         |
|---------------------|--|---------|
|                     |  |         |
|                     |  |         |
|                     |  |         |
|                     |  | <u></u> |
|                     |  |         |
|                     |  | ······  |
| ·                   |  |         |
|                     |  |         |
|                     |  |         |
| Attar               | h a copy of the Joint Venture Agreement:   |         |
| (1)<br>(2)          | partner, and at a minimum contain specific details as following:<br>The contributions of capital and equipment;<br>Work items to be performed by the MBE/WBE's own forces;   |         |
| (3)<br>(4)          | Work items to be performed under the supervision of the MBE/WBE Joint Venture Par<br>The commitment of management, supervisory and operative personnel employed by t   |         |
| •••                 | Work items to be performed under the supervision of the MBE/WBE Joint Venture Par<br>The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.  |         |
| (4)                 | The commitment of management, supervisory and operative personnel employed by t  |         |
| (4)                 | The commitment of management, supervisory and operative personnel employed by t MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.  |         |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br><u>ship of the Joint Venture</u><br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?  |         |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br>ship of the Joint Venture<br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?<br>Name of (NON) MBE/WBE:   |         |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br>ship of the Joint Venture<br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?<br>Name of (NON) MBE/WBE:<br>(NON) MBE/WBE Ownership Percentage:  | he      |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br>ship of the Joint Venture<br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?<br>Name of (NON) MBE/WBE:   | he      |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br>ship of the Joint Venture<br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?<br>Name of (NON) MBE/WBE:<br>(NON) MBE/WBE Ownership Percentage:  | he      |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br><u>ship of the Joint Venture</u><br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?<br>Name of (NON) MBE/WBE:<br>(NON) MBE/WBE Ownership Percentage:<br>Capital Contribution:  | he<br>% |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br>ship of the Joint Venture<br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?<br>Name of (NON) MBE/WBE:<br>Capital Contribution:<br>Name of (NON) MBE/WBE:<br>Name of (NON) MBE/WBE:  | he<br>  |
| (4)<br><u>Dwner</u> | The commitment of management, supervisory and operative personnel employed by t<br>MBE/WBE Joint Venture Partners to be dedicated to the performance of the project.<br>ship of the Joint Venture<br>What are the Name(s), Percentages(s) of ownership and capital contribution for each<br>(NON) MBE/WBE Joint Venture Partner?<br>Name of (NON) MBE/WBE:<br>Capital Contribution:<br>Name of (NON) MBE/WBE:<br>(NON) MBE/WBE:<br>(NON) MBE/WBE Ownership Percentage:<br>(NON) MBE/WBE Ownership Percentage:<br>(NON) MBE/WBE:<br>(NON) MBE/WBE:<br>(NO | he<br>  |

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VII.

| MBE Ownership Percentage:  | · · · · · · · · · · · · · · · · · · ·   |
|--|---|
| Name of MBE:   |   |
| MBE Ownership Percentage:  |   |
| Total MBE Ownership Percentage:  |   |
| What are the Name(s) and Percentages(s) of ov Partner?   |   |
| Name of WBE:   |   |
| WBE Ownership Percentage:  |   |
| Name of WBE:   |   |
| WBE Ownership Percentage:  |   |
| Total WBE Ownership Percentage:  |   |
| Total Percentage of MBE/WBE Ownership in the   | e Joint Venture:  |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:  |   |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture   |   |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture   | Partner(s) and Dollar Amounts of Ir   |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:  | Partner(s) and Dollar Amounts of Ir   |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:  | Partner(s) and Dollar Amounts of Ir<br>\$                                     |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:  | Partner(s) and Dollar Amounts of Ir\$   |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:  | Partner(s) and Dollar Amounts of Ir\$ ION) MBE/WBE Joint Venture Partner(s)\$ |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:<br>Total Dollar Amount of Initial Contributions by (N  | Partner(s) and Dollar Amounts of In<br>\$                                     |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:<br>Total Dollar Amount of Initial Contributions by (N  | Partner(s) and Dollar Amounts of Ir\$ ION) MBE/WBE Joint Venture Partner(s)\$ |
| <u>Capital Contributions – Dollar amounts of Initial</u><br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:<br>Total Dollar Amount of Initial Contributions by (N  | Partner(s) and Dollar Amounts of In\$   |
| Capital Contributions – Dollar amounts of Initial<br>Names of (NON) MBE/WBE Joint Venture<br>Contribution:<br>Total Dollar Amount of Initial Contributions by (N<br>Names of MBE/WBE Joint Venture Partner(s) an | Partner(s) and Dollar Amounts of Ir\$   |

VIII.

IX.

Contributions of Equipment and Supplies (Identify the types of Equipment and/or Supplies to be provided by each Joint Venture Partner:

Name of (Non) MBE/WBE Firm: \_\_\_\_\_

Types of Equipment/Supplies:

Name of (Non) MBE/WBE Firm: \_\_\_\_

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

Name of MBE/WBE Firm:\_\_\_\_\_

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

Name of MBE/WBE Firm:\_\_\_\_\_

Type of Equipment/Supplies:

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

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

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

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

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

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

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| Author  | rity to enter into contracts on behalf of   |  |                                 |
|---|---|--|---------------------------------|
| <u>Firm N</u>   | lame:   | Individual Name/Title                                    | :<br>                           |
| Joint V<br>Firm N   | /enture check signing:<br>lame:   | Individual Name/Title                                    |                                 |
|   |   |  | * * * * * * * * * * * * * * * * |
| Signing   | g, co-signing or collateralizing loans a  | nd/or acquisition of Lines of Credit:                    |                                 |
| <u>Firm N</u>   | ame:  | Individual Name/Title                                    |                                 |
| ·   |   |  |                                 |
|   |   |  |                                 |
| Acquisi<br>require  |   | ayment and performance bonds an                          | d all insur                     |
|   | ments:  | ayment and performance bonds an<br>Individual Name/Title | d all insur                     |
| require   | ments:  |  | d all insur<br>                 |
| require   | ments:  |  | d all insur<br>                 |
| require   | ments:<br>ame:<br>ating and signing labor agreements:   |  | d all insur                     |
| Firm Na   | ments:<br>ame:<br>ating and signing labor agreements:   | Individual Name/Title                                    | d all insur<br>                 |
| require <u>Firm Na</u> Negotia <u>Firm Na</u>                       | ments:<br>ame:<br>ating and signing labor agreements:<br>ame:   | Individual Name/Title                                    | d all insur<br>                 |
| Firm Na   | ments: ame: ating and signing labor agreements: ame: Management of Contract Performar   | Individual Name/Title                                    | d all insur                     |
| Firm Na<br>Negotia  | ments:<br>ame:<br>ating and signing labor agreements:<br>ame:<br>Management of Contract Performar<br>Supervision of Field Operations: | Individual Name/Title                                    | d all insur<br>                 |
| require<br><u>Firm Na</u><br>Negotia<br><u>Firm Na</u><br>(f)<br>1. | ments:<br>ame:<br>ating and signing labor agreements:<br>ame:<br>Management of Contract Performar<br>Supervision of Field Operations: | Individual Name/Title                                    | d all insur                     |

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|               | 3. Estim<br><u>Firm Name</u> :      | ating   | Individua  | al Name/Title   |  |
|---------------|-------------------------------------|---|--|---|--|
|               | 4. Engin                            | eering  |  |   |  |
|               | <u>Firm Name</u> :                  |   | Individua  | al Name/Title   |  |
| XI.           |                                     | trols of Joint Venture<br>h firm will be respon<br>ure: |  | accounting of the financial re  | cords of the Joint                               |
|               | <u>Firm Name</u> :                  |   | Individua  | al Name/Title   |  |
| XII.<br>wheth | State the appr<br>er they will be e | oximate number of employees of the (NC                  | employees working on t<br>DN) MBE/WBE firm(s), t   | his joint venture project (by<br>MBE/WBE firm(s) or Joint Vo                            | Trade) and indicate<br>enture:                   |
| Trade         |                                     | (Non) DBE<br>(Number)                                   | DBE<br>(Number)                                    | Joint Venture<br>(Name)   |  |
|               |                                     |   |  |   | -  |
|               |                                     |   |  |   |  |
| The u         | ndersigned affi                     | ms that the foregoi                                     | ng statements are true                             | and correct and include al  | -<br>I material information                      |
| neces<br>each | sary to identify<br>Joint Venture F | and explain the terr<br>Partner in the under            | ns and operations of or<br>taking. Further, the un | ur Joint Venture and the inte<br>dersigned covenant and ag<br>g actual Joint Venture wo | ended participation of<br>pree to provide to the |

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.

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.

b)

<u>Note</u> If after filing this Affidavit and before completion on the Joint Venture work on the project, there is any change in the information submitted, the Joint Venture must inform the Director of the Office of Contract Compliance of the County of Cook within ten business days of any such change.

| Name of MBE/WBE Partner Firm   | Name of (NON) MBE/WBE Partner Firm Name and Title of Affiant  |  |
|--|---|--|
| Name and Title of Affiant  | Name and Title of Affiant   |  |
| Signature of Affiant   | Signature of Affiant  |  |
| On thisday of, 20,   | , the above signed officers   |  |
|  |   |  |
|  |   |  |
| (Name  | es of Affiants)   |  |
| personally appeared and known to me to be the they executed the same in the capacity therein sta | persons described in the foregoing Affidavit, acknowledged that ated and for the purpose therein contained. |  |
| IN WITNESS WHEREOF, I hereunto set my hand   | l and official seal.  |  |

Signature of Notary Public

My Commission Expires: / /

# MECHANICAL AND ELECTRICAL LICENSE

### To be inserted by the Bidder.

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

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

### 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.

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May 2015

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# AFFIDAVIT OF SMALL BUSINESS STATUS

Project Description: County - With Job Order Contract Specification Number: 1

State of \_\_\_\_\_\_S County (City) of \_\_\_\_\_\_

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

MQ Sewer and Water Contractors, Inc. dba MQ Construction Co.

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: Brent La Phone Number: 773-545-4744

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.

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

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

### **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.

| Deristing Engineers                    | local 150 |  |
|--|-----------|--|
| Cement Masons                          | Local 502 |  |
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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.

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SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

May 2015

## CONFIDENTIALITY FORM

CONTRACT FOR WORK SOLICITATION NO. 1555-14475

FOR DISCIPLINE:

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

MQ Sewer and Water Contractors, Inc. dba MQ Construction Co. representative of: Vendør-Name Signature Name (Type or Print) MQ Sewer and Water Contractors, Inc. dba MQ Construction Co. **Bidder Name** State

| Subscribed and sw<br>this | om to befare me<br>day of | . 20/5                         |
|---------------------------|---------------------------|--------------------------------|
|                           | LAU                       |                                |
| Notary Public             |                           | AURA A. HALICKE                |
| Commission expire         | SC Notar                  | y Public, State of Introductor |
|                           |                           | January 07, 2016               |

May 2015

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SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

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May 2015

## **KEY PERSONNEL**

**Project Manager:** 

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NAME OF PROPOSED DESIGNEE FOR THIS POSITION

Safety Coordinator:

PROPOSED DESIGNEE FOR THIS POSITION NAME OF

**Project Superintendent:** 

EE FOR THIS POSITION NAME OF PROPOSED DES

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

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

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# **BRENT TAYLOR, P.E.**

4323 N. Central Ave. Chicago, IL 60634 773.858.5589 brentmq@gmail.com

Chicago, IL

2008 - Present

# EXPERIENCE

## **MQ CONSTRUCTION COMPANY**

Superintendent / Project Manager

Project Estimating

- Coordination of Subcontractors
- Supervision of Labor Forces
- Engineering & Layout
- > Submittals, Requests for Information, & Force Accounts
- > Attend meetings with all project owners, engineers and subcontractors

# EDWIN HANCOCK ENGINEERING

Civil Engineer

- Design & Estimating
- Project Layout
- > Coordination of construction with all utilities
- > Inspection of construction work for quality assurance
- > Maintained detailed accounts of all construction work in the field
- > Reviewed contractor submittals and force account billings
- Provided clarifications to general contractors on construction issues

EDUCATION

## UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN

- ➢ B.S. in Civil Engineering December 2004
- > Specialized in Transportation and Structural Engineering

4323 N. CENTRAL AVE. 🚸 CHICAGO, IL 60634 🚸 (773) 545-4749 🚸 FAX: (773) 545-6528

Westchester, IL 2005 - 2008



# **EXPERIENCE**

1990-Present SUPERINTENDENT

## MQ CONSTRUCTION COMPANY

- **Project Estimating** .
  - Coordination of Trades
- Supervision of Labor Forces
- Project Layout
- Quantity Computation
- Project Submittals, Requests for Information, & Force Accounts
- Project Closeout

1989-1990

A.M. KINSEY ENGINEERING

ENGINEER

**DESIGN & LAYOUT OF SUBDIVISIONS** .

**KEENEYVILLE CONSTRUCTION** 1983-1988 SUPERINTENDENT

GENERAL CONSTRUCTION INCLUDING BUILDING CONSTRUCTION

1979-1983 **D&P CONSTRUCTION** SUPERINTENDENT

GENERAL CONSTRUCTION INCLUDING BUILDING CONSTRUCTION

1969-1978

SELF-EMPLOYED

- CONCRETE CONSTRUCTION FOUNDATIONS
- SLAB
- EXTERIOR CONCRETE CONSTRUCTION
- **EXCAVATION & SEWER WORK**

1968-1969 **ENGINEER H** 

LAYOUT & OVERSEE CONSTRUCTION OF MICROWAVE TOWERS IN CONJUNCTION WITH A.M. ZARI CONSTRUCTION CO.

WISCONSIN HIGHWAY COMMISSION 1963-1968 ENGINEER

LAYOUT OF PRIMARY HIGHWAYS

**EDUCATION** 

ILLINOIS INSTITUTE OF TECHNOLOGY 1957-1961

CORPS OF ENGINEERS

- B.S.C.E.
- ILLINOIS INSTITUTE OF TECHNOLOGY 1961-1963

M.S.C.E. .

FORMER MEMBER OF A.S.C.E. AND A.C.I.

4323 N. CENTRAL AVE. 🚸 CHICAGO, IL 60634 🚸 (773) 545-4749 🚸 FAX: (773) 545-6528



4323 N. Central Avenue Chicago, IL 60634 Phone 773.491.1215

# VITO A. QUARANTA

EXPERIENCE

1997-Present M PRESIDENT/TREASURER

#### MQ CONSTRUCTION COMPANY

CHICAGO, IL

- Responsible for all initial marketing & sales operations.
- Field Supervision.
- Safety Director.
- Perform job estimating & contract procurement.
- In charge of assuring all contracts were completed in conformance with contract specifications.
- Hiring and managing subcontractors.
- Negotiation of contracts.
- Purchasing materials for operation of projects.
- Instrumental in securing financial, insurance and bonding qualifications.
- Local 150 Operating Engineer.
- NRMCA Certified Pervious Concrete Technician.
- OSHA Trained Excavation Competent Person.

EDUCATION

September 1993-June 1997

Studied Civil Engineering

UNIVERSITY OF DAYTON OHIO

MEMBERSHIP

Underground Contractors Association

4323 N. CENTRAL AVE. 🚸 CHICAGO, IL 60634 🚸 (773) 545-4749 🚸 FAX: (773) 545-6528

### **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 <u>five percent of the amount of the Contract</u> to a Responsible and Responsive Veterans Owned Business Enterprise (VBE) and Service Disabled Veterans Business Enterprise (SDVBE) requesting a preference for Bids. <u>All Bidders</u> 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 gualified 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**

\_\_\_\_\_ Bidder is requesting to receive a preference as a VBE. By requesting this preference, Bidder certifies that it meets the definition of a VBE, as set forth above and has included a copy of its certification.

\_\_\_\_ Bidder is requesting to receive a preference as a SDVBE. By requesting this preference, Bidder certifies that it meets The definition of a SDVBE, as set forth above and has included a copy of its certification.

| Bidder (p | please print or type)        | Title                  |         |
|-----------|------------------------------|------------------------|---------|
| Signatur  | e                            | Date                   |         |
| E-mail a  | ddress                       | Phone Number           |         |
| Subscrib  | ed to and sworn before me    | My commission expires: |         |
| 172       | SECTION 6 - ADDITIONAL DOCUM |                        | May 201 |

SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

May 2015

| Cook County     |  |
|-----------------|--|
| this day of, 20 |  |
| x               |  |

Notary Public Signature

Notary Seal

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## 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. <u>All Bidders who are requesting this preference must complete this Affidavit.</u>

#### **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.

I, \_\_\_\_\_, being first duly sworn, do depose and state as follows:

- 1. I am the authorized representative and I have the authority to make this Affidavit for and on behalf of the Bidder.
- 2. The Bidder is requesting the CPO grant a preference of one percent of the amount of the Contract in accordance with Section

34-236(a) of the Cook Procurement Code, as set forth above.

- 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 requesting all persons to provide Bidder with appropriate documentation to ensure that such person(s) is an Eligible Veteran, as defined above. Bidder certifies, that by seeking this preference, it shall maintain appropriate documentation, including payroll records, which show the number of hours worked by Eligible Veterans.
- 5. The Bidder certifies, affirms and acknowledges that the failure to utilize Eligible Veterans in accordance with this Affidavit will result in a breach of contract, which will allow the County to seek all rights and remedies as set forth in the Contract and any other appropriate remedies available in equity or at law.

| Bidder (please print or type)                      | Title                  |
|--|------------------------|
| Signature  | Date                   |
| E-mail address                                     | Phone Number           |
| Subscribed to and sworn before me this day of, 20, | My commission expires: |

X\_\_\_\_\_ Notary Public Signature

Notary Seal

May 2015

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#### 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 disgualification 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.

May 2015

## 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.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

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

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

#### B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

#### C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

May 2015

#### D. DELINQUENCY IN PAYMENT OF TAXES

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

#### E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

#### F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 3**

#### REQUIRED DISCLOSURES

## 1. DISCLOSURE OF LOBBYIST CONTACTS

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

| Name |     | Address |         |
|------|-----|---------|---------|
|      | NIA |         | · · · · |
|      |     |         |         |
|      |     |         |         |

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

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

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

Yes:\_\_\_\_\_ No:\_\_\_\_\_

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

100034 ZL

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

Yes: No:

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

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

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

#### 4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S):

# (ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b)

\_\_\_\_\_The Applicant owns no real estate in Cook County.

## 5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

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

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## COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action-taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and

2. A Person that holds stock or a beneficial interest in the Applicant <u>and</u> is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

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

This Statement is being made by the [ / ] Applicant or [ ] Stock/Beneficial Interest Holder

| This Statement is an:   | [ 《] Origin           | al Statem | ient or [ ] A                         | mended S | Statement                |
|---|-----------------------|-----------|---------------------------------------|----------|--------------------------|
| Identifying Information:  |                       | Λ.        |                                       |          |                          |
| Name MQ Server 4  | nd Water              | Contr     | rebors, In                            | L        |                          |
| DIBIA: MIR Construct  | in Compon             | ¥         | _ FEIN                                | NO/SSN ( | LAST FOUR DIGITS):       |
| Street Address: 43 23 N   | · Contral             | Ave.      |                                       |          | · .                      |
| city: Chi was   |                       | State:    | Ju -                                  |          | Zip Code:                |
| Phone No.: 773 -545 - 4   | <u>∩Ч</u> 4<br>Гах Nu | mber: 🚬   | 173-545-65                            | 28 ,     | Email: My Construction P |
|   |                       |           |                                       |          | V Sbeglobut.ne           |
| Cook County Business Registrat<br>(Sole Proprietor, Joint Venture F |                       |           | · · · · · · · · · · · · · · · · · · · |          |                          |
| Corporate File Number (if applica                                   | able):                |           |                                       |          |                          |
| Form of Legal Entity:   |                       |           |                                       |          |                          |
| [] Sole Proprietor []   | Partnership           | A         | Corporation                           | []       | Trustee of Land Trust    |
| [ ] Business Trust [ ]  | Estate                | []        | Association                           | []       | Joint Venture            |
| [] Other (describe)   | ·                     |           |                                       |          |                          |

SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

#### **Ownership Interest Declaration:**

1.

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

| Name<br>Mù( | had A Quarante   | Address<br>4323 N. Central                           | Ac Chi 6003                           | Percentage Inter<br>Applicant/Holder  | est in<br>DD <sup>D</sup> /J |
|-------------|--|--|---------------------------------------|---------------------------------------|------------------------------|
|             |  | 1271. 0011114  |                                       |                                       |                              |
|             |  | · · · · · · · · · · · · · · · · · · ·                |                                       |                                       |                              |
| 2.          | If the interest of any Person liste<br>and address of the principal on | ed in (1) above is held as whose behalf the interest | an agent or agents, or is held.       | a nominee or nomi                     | inees, list the name         |
| Name        | of Agent/Nominee   | Name of Principal                                    |                                       | Principal's Addre                     | SS                           |
|             |  |  | · · · · · · · · · · · · · · · · · · · | · · · · · · · · · · · · · · · · · · · |                              |
| 3.          | Is the Applicant constructively c                                      | ontrolled by another pers                            | on or Legal Entity?                   | [ ]Yes                                | [ / ] No                     |
|             | If yes, state the name, address<br>such control is being or may be     |  | cial interest of such pe              | erson, and the relati                 | onship under which           |
| Name        | Address  |  | ercentage of<br>eneficial Interest    | Relationship                          |                              |
|             |  | · · · ·  |                                       |                                       |                              |
|             |  |  |                                       |                                       | · .                          |

#### **Corporate Officers, Members and Partners Information:**

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

| Name            | Address                             | Title (specify title of                              | Term of Office |
|-----------------|-------------------------------------|--|----------------|
| Vito Quarantz   | 4323 N. Central Am<br>Chirage 60634 | office, or whether mana<br>or partner/joint venture) |                |
| Milhod A Quaran | ta V                                | Vice Presiden 1                                      | Secretary      |

#### Declaration (check the applicable box):

ſλ

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

Cook County

| Vito Quarant              |                | ·                                  |
|---------------------------|----------------|------------------------------------|
| Name of Authorized Applic | ant/Holder Rep | resentative (please print or type) |
| 15c                       |                | <u> </u>                           |
| Signature                 |                |                                    |
| maronstruction            | sbealor        | rf.net                             |

ί.

E-mail address

Subscribed to and swern before me this \_\_\_\_\_\_ day of \_\_\_\_\_, 2012. X\_\_\_\_\_\_\_\_\_\_ Notary Public Signature

Title 6-23-15 Date 5-4749 773 Phone Number

My commission expires:



#### 

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SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

May 2015



## 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:

| Child<br>Brother |  |
|------------------|--|
| Sister           |  |
| Aunt             |  |
| Uncle            |  |
| Niece            |  |
| Nephew           |  |

Parent

Grandparent Grandchild Father-in-law Mother-in-law Son-in-law Daughter-in-law Brother-in-law Sister-in-law Stepfather Stepmother Stepson Stepdaughter Stepbrother Stepsister Half-brother Half-sister

## COOK COUNTY BOARD OF ETHICS FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Person Doing Business with the County:

Address of Person Doing Business with the County:

Phone number of Person Doing Business with the County:

Email address of Person Doing Business with the County:

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

# B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

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

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

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:

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:

1

## C. <u>DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY</u> OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

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

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID May 2015

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<br>Business with the County | Name of Related County<br>Employee or State, County<br>or Municipal Elected Official | Title and Position of Related County<br>Employee or State, County or<br>Municipal Elected Official | Nature of Familial<br>Relationship    |
|--|--|--|---------------------------------------|
|  |  |  | · · · · · · · · · · · · · · · · · · · |
|  |  |  |                                       |

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

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

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

| Name of Person<br>Responsible for the<br>General Administration of<br>the Business Entity Doing<br>Business with the County | Name of Related County<br>Employee or State,<br>County or Municipal<br>Elected Official | Title and Position of Related<br>County Employee or State,<br>County or Municipal Elected<br>Official | Nature of Familial<br>Relationship <sup>•</sup> |
|---|---|---|---|
|   |   |   |   |
|   | <br><del></del>   |   |   |
| Name of Agent Authorized<br>to Execute Documents for<br>Business Entity Doing<br>Business with the County                   | Name of Related County<br>Employee or State,<br>County or Municipal<br>Elected Official | Title and Position of Related<br>County Employee or State,<br>County or Municipal Elected<br>Official | Nature of Familial<br>Relationship              |
|   |   | · · · · · · · · · · · · · · · · · · ·   |   |
|   |   | · · · · · · · · · · · · · · · · · · ·   |   |
| Name of Employee of<br>Business Entity Directly<br>Engaged in Doing<br>Business with the County                             | Name of Related County<br>Employee or State,<br>County or Municipal<br>Elected Official | Title and Position of Related<br>County Employee or State,<br>County or Municipal Elected<br>Official | Nature of Familial<br>Relationship <sup>*</sup> |
| <u></u>   |   |   |   |
|   |   |   |   |
|   |   | ·····   |   |

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

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

| Signature of Recipient    | Date   | • |
|---------------------------|--|---|
| SUBMIT COMPLETED FORM TO: | Cook County Board of Ethics<br>69 West Washington Street, Suite 3040, Chicago, Illinois 60602<br>Office (312) 603-4304 – Fax (312) 603-9988<br><u>CookCounty.Ethics@cookcountyil.gov</u> |   |

\* 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**

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

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

| . Execution                                | by Corperation   |
|--|--|
| Vito Quarante                              | The second   |
| President's Name                           | President's Signature  |
| 773545-4749                                | maconstruction esteglobal net  |
| Telephone                                  | Email  |
| 2725                                       | 6.23-15  |
| Secretary Signature                        | Date   |
| Execu                                      | tion by LLC  |
|  |  |
| Member/Manager (Signature)*                | Date   |
| Telephone                                  | Email  |
| Execution by Par                           | tnership/Joint Venture   |
| Partner/Joint Venturer (Signature)*        | Date   |
| Telephone                                  | Email  |
| Execution by                               | Sole Proprietorship  |
| Signature                                  | Date   |
| Telephone                                  | Email  |
| Subscribed and sworn to before me this<br> |  |
| ALOI                                       | My commission expires:<br>LAURA A HALICKE<br>OFFICIAL SEAL<br>Notary Public, State of Illinois |
| Notary Public Signature                    | Notary Seal My Commission Expires<br>January 07, 2016  |
|  |  |

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members,<br/>managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.194SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BIDMay 2015

|  | ······································  |  |   |
|--|---|--|---|
| Certificate of Eligibility               | Contractor No 3566<br>FICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND<br>AENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF<br>SSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS<br>\$46,256,000.00   | 9/26/2014 TO 7/31/2015 INCLUSIVE, AND SUPERSEDES ANY<br>TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN<br>IRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.  | Tim RUN<br>Interim Engineer of Construction |
| Illinois Department<br>of Transportation | M. Q. Sewer & Water Contractors, Inc. <i>d/b/a</i> M. Q. Const. Co.<br>4323 N. Central Ave. CHICAGO, IL 60634<br>WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND<br>FINANCIAL CONDITION OTHER LIMITATIONS OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF<br>WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS<br>WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS<br>THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED<br>MORE THINORK<br>MORE EXPERIENCE<br>THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED<br>MORE EXPERIENCE, EQUIPMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF<br>MORE EXPERIENCE AND ALL SOURCES DOES NOT EXCEED<br>MORE EXPERIENCE TO BE ACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS<br>MORE EXPERIENCE TO BE ACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS<br>MORE EXPERIENCE AND ALL SOURCES DOES NOT EXCEED<br>MORE AND AND ALL AND ALL AND ALL AND | THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 9/26/2014 TO 7/31/2015 INCLUSIVE, AND SUPERSEDES<br>CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN<br>THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.<br>ISSUED AT SPRINGFIELD, ILLINOIS ON 9/26/2014. |   |

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Illinois Department of Transportation

Bureau of Construction 2300 South Dirksen Parkway/Room 322 Springfield, Illinois 62764

Instructions: Complete this form by either typing or using black ink. "Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

#### Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

|   | 1            | 2            | 3            | 4                  | 5            |                    |
|---|--------------|--------------|--------------|--------------------|--------------|--------------------|
| Contract Number   | 63768        | U-1-209      | 6431B        | 1555-14336         | 6952         |                    |
| Contract With   | IDOT         | CDOT         | CDWM         | Cook Co.           | CDWM         |                    |
| Estimated Completion Date                                   | 11/30/15     | 10/31/15     | 9/13/15      | 12/15/15           | 11/2015      |                    |
| Total Contract Price  | 1,965,894.50 | 4,141,175.70 | 1,917,810.00 | 3,879,245.00       | 2,512,173.00 | Accumulated Totals |
| Uncompleted Dollar Value if Firm is the<br>Prime Contractor | 235,000.00   | 4,141,175.70 |              |                    | 2,512,173.00 |                    |
| Uncompleted Dollar Value if Firm is the<br>Subcontractor    |              |              |              |                    |              | 0.00               |
|   |              |              |              | Total Value of All | Work         | 12,685,403.70      |

#### Part II. Awards Pending and Uncompleted Work to be done with your own forces.

| Vork to be done with  | your own forces.   |   |  |  |   |
|---|--|---|--|--|---|
| List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE. |  |   |  |  |   |
|   | 500,000.00   | 200,000.00  | 300,000.00   | 100,000.00   | 1,100,000.00  |
| 25,000.00   | 1,000,000.00   | 350,000.00  | 500,000.00   | 350,000.00   | 2,225,000.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   | 200,000.00   | 25,000.00   | 100,000.00   | 50,000.00  | 375,000.00  |
|   |  |   |  |  | 0.00  |
|   | 750,000.00   | 1,000,000.00  | 1,500,000.00   | 1,400,000.00   | 4,650,000.00  |
|   | -  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   | 20,000.00  | 10,000.00  | 30,000.00   |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  |   |  |  | 0.00  |
|   |  | 80,000.00   | 180,000.00   | 100,000.00   | 360,000.00  |
|   | 95,083.25  | 97,904.25   | 139,349.00   | 99,405.00  | 431,741.50  |
|   | 50,000.00  | 20,000.00   |  | 100,000.00   | 170,000.00  |
| 25,000.00   | 2,595,083.25   | 1,772,904.25  | 2,739,349.00   | 2,209,405.00   | 9,341,741.50  |
|   | for each contract and a contract and | e of this form. In a joint venture, list only that p<br>500,000.00<br>25,000.00<br>1,000,000.00<br>200,000.00<br>200,000.00<br>750,000.00<br>750,000.00 | for each contract and awards pending to be completed with your or a of this form. In a joint venture, list only that portion of the work to be completed with your or a software of this form. In a joint venture, list only that portion of the work to be completed with your or a software of this form. In a joint venture, list only that portion of the work to be completed with your or a software of this form. In a joint venture, list only that portion of the work to be completed with your or a software of the wore of the work to be completed with your or a | for each contract and awards pending to be completed with your own forces. All work of this form. In a joint venture, list only that portion of the work to be done by your           500,000.00         200,000.00         300,000.00           25,000.00         1,000,000.00         350,000.00         500,000.00           25,000.00         1,000,000.00         350,000.00         500,000.00           200,000.00         25,000.00         100,000.00         100,000.00           200,000.00         25,000.00         1,000,000.00         1,500,000.00           200,000.00         25,000.00         1,500,000.00         1,500,000.00           200,000.00         1,000,000.00         1,500,000.00         1,500,000.00           200,000.00         1,000,000.00         1,500,000.00         1,500,000.00           200,000.00         1,000,000.00         1,500,000.00         20,000.00           200,000.00         20,000.00         180,000.00         180,000.00           95,083.25         97,904.25         139,349.00         50,000.00 | for each contract and awards pending to be completed with your own forces. All work be done by your           500,000.00         200,000.00         300,000.00         100,000.00           25,000.00         1,000,000.00         350,000.00         500,000.00         350,000.00           25,000.00         1,000,000.00         350,000.00         500,000.00         350,000.00           200,000.00         25,000.00         100,000.00         500,000.00         500,000.00           200,000.00         25,000.00         100,000.00         50,000.00         1,400,000.00           200,000.00         1,000,000.00         1,500,000.00         1,400,000.00         1,400,000.00           200,000.00         1,000,000.00         1,500,000.00         1,400,000.00         1,400,000.00           200,000.00         1,000,000.00         1,500,000.00         1,400,000.00         1,400,000.00           200,000.00         1,000,000.00         1,000,000.00         1,000,000.00         1,000,000.00           200,000.00         1,000,000.00         1,000,000.00         1,00,000.00         1,00,000.00           200,000.01         20,000.00         100,000.00         20,000.00         100,000.00           200,000.00         20,000.00         180,000.00         100,000.00 |

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

#### Part III. Work Subcontracted to Others

| For each contract described in Part I, list all the work | you have subcontracted to others. |
|--|-----------------------------------|
|--|-----------------------------------|

|                    | 1               | 2                   | 3   | 4                  | 5                   |
|--------------------|-----------------|---------------------|---|--------------------|---------------------|
| Subcontractor      | Elmund & Nelson | City Lights         | JEM Traffic                               | +<br>Marking Spec. | JEM Traffic         |
| Type of Work       | Electrical      | Electrical          | Traffic Control                           | Pvmt Marking       | Traffic Control     |
| Subcontract Price  | 223,660.00      |                     |   |                    |                     |
| Amount Uncompleted |                 |                     | 27,070.00                                 | 22,363.00          | 35,668.00           |
|                    | 200,000.00      |                     | 27,070.00                                 | 22,363.00          |                     |
| Subcontractor      | Sanchez Constr. | JEM Traffic         | Sanchez Constr.                           | Areatha Const.     | Schatz              |
| Type of Work       | Asphalt         | Traffic Control     | НМА                                       | Rebar              | Concrete Structures |
| Subcontract Price  | 146,990.00      | 51,539.05           | 117,835.75                                | 10,000.00          | 63,100.00           |
| Amount Uncompleted | 0.00            | 51,539.05           | 117,835.75                                | 10,000.00          | 63,100.00           |
| Subcontractor      | American Geo    | Kramer Tree         |   | Virto & Son        | Sanchez Const.      |
| Type of Work       | QC Testing      | Tree Removal        |   | Trucking           | HMA                 |
| Subcontract Price  | 16,434.00       | 10,016.00           |   | 250,000.00         | 204,000.00          |
| Amount Uncompleted | 0.00            | 10,016.00           |   | 250,000.00         | 204,000.00          |
| Subcontractor      | Virto & Son     | Sanchez Const.      |   | Sanchez Const.     |                     |
| Type of Work       | Trucking        | НМА                 |   | НМА                |                     |
| Subcontract Price  | 46,000.00       | 212,879.25          |   | 494,512.00         |                     |
| Amount Uncompleted | 0.00            | 212,879.25          |   | 494,512.00         |                     |
| Subcontractor      | TBD             | Marking Specialists |   | City Lights        |                     |
| Type of Work       | Landscaping     | Pvmt Marking        |   | Electrical         |                     |
| Subcontract Price  | 50,000.00       | 38,143.15           |   | 304,115.00         |                     |
| Amount Uncompleted | 10,000.00       | 38,143.15           |   | 304,115.00         |                     |
| Subcontractor      | TBD             | TBD                 |   | JEM Traffic        |                     |
| Type of Work       | Ornamental Iron | Landscaping         |   | Traffic Control    |                     |
| Subcontract Price  | 100,000.00      | 600,000.00          |   | 58,906.00          |                     |
| Amount Uncompleted | 0.00            | 600,000.00          |   | 58,906.00          |                     |
| Subcontractor      |                 | Schatz              |   |                    |                     |
| Type of Work       |                 | Concrete            |   |                    |                     |
| Subcontract Price  |                 | 40,000.00           |   |                    |                     |
| Amount Uncompleted |                 | 40,000.00           |   |                    | (                   |
|                    |                 |                     | Le la |                    |                     |

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

| this day of            | , 20 |                    |                    |                     |           |
|------------------------|------|--------------------|--------------------|---------------------|-----------|
|                        |      | Type or Print Name | Vito Quaranta      | $\bigcap$           | President |
|                        |      |                    | 10                 |                     | Title     |
| Notary Public          |      | Signed             | 14cm               |                     |           |
| My commission expires: |      |                    | MQ Sewer & Wate    | r Contractors, Inc. |           |
|                        |      | Company            | dba MQ Constructi  | ion Company         |           |
| (Notary Seal)          |      | Address            | 4323 N. Central Av | venue               |           |
|                        |      |                    | Chicago, IL 60634  |                     |           |
|                        |      |                    |                    |                     |           |

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196 SECTION 6 - ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH THE BID

. .

May 2015

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|-----|----|-----|-----|
|     |    |     |     |

## **SECTION 7- EXHIBITS**

#### **EXHIBIT A - MBE/WBE UTILIZATION PLAN – FORM 1**

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

BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)
 Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
 Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at <a href="http://www.cookcountyil.gov/contractcompliance">www.cookcountyil.gov/contractcompliance</a>)
 Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

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

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

| MBE/WBE Firm:   |              |          |         |
|---|--------------|----------|---------|
| Address:  |              |          |         |
| E-mail:   | <sup>1</sup> | ,        |         |
| Contact Person:   |              | Phone:   | <b></b> |
| Dollar Amount Participation: \$   |              |          |         |
| Percent Amount of Participation:  |              |          | %       |
| *Letter of Intent attached?<br>*Current Letter of Certification attached? | Yes<br>Yes   | No<br>No |         |
| MBE/WBE Firm:   | ·            |          |         |
|   |              |          |         |
| E-mail:   | ·            |          |         |
| Contact Person:   |              | Phone:   |         |
| Dollar Amount Participation: \$   |              |          |         |
| Percent Amount of Participation:  | -<br>        |          | %       |
| *Letter of Intent attached?<br>*Current Letter of Certification attached? | Yes<br>Yes   | No<br>No |         |
|   |              |          |         |

Attach additional sheets as needed.

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

SECTION 7 - EXHIBITS

May 2015

| M/WBE Firm:  | Certifying Agency:  |
|--|---|
| Contact Person:  |   |
| 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   | s or services of this contract to another firm?   |
| [ ] No [ ] Yes – Please attach explanation. Propo  | psed Subcontractor(s):  |
|  | ed scope of work and/or payment schedule, attach additional sheets)   |
|  |   |
| Indicate the <u>Dollar Amount</u> , <u>Percentage</u> , and the <u>Tern</u>  | ns of Payment for the above-described Commodities/ Services:  |
| Indicate the <u>Dollar Amount</u> , <u>Percentage</u> , and the <u>Tern</u><br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's re-<br>Subcontractor remaining compliant with all relevant cr<br>County, and the State to participate as a MBE/WBE fin   | ns of Payment for the above-described Commodities/ Services:<br>er of Intent will become a binding Subcontract Agreement for the ab<br>ceipt of a signed contract from the County of Cook; (2) Undersig<br>redentials, codes, ordinances and statutes required by Contractor, C<br>rm for the above work. The Undersigned Parties do also certify that  |
| Indicate the <u>Dollar Amount</u> , <u>Percentage</u> , and the <u>Term</u><br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's re-<br>Subcontractor remaining compliant with all relevant or<br>County, and the State to participate as a MBE/WBE fin<br>did not affix their signatures to this document until all ar   | ns of Payment for the above-described Commodities/ Services:<br>er of Intent will become a binding Subcontract Agreement for the ab<br>ceipt of a signed contract from the County of Cook; (2) Undersig<br>redentials, codes, ordinances and statutes required by Contractor, C<br>rm for the above work. The Undersigned Parties do also certify that<br>reas under Description of Service/ Supply and Fee/Cost were complete  |
| Indicate the <u>Dollar Amount</u> , <u>Percentage</u> , and the <u>Tern</u><br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's re-<br>Subcontractor remaining compliant with all relevant cr<br>County, and the State to participate as a MBE/WBE fin   | ns of Payment for the above-described Commodities/ Services:<br>er of Intent will become a binding Subcontract Agreement for the ab<br>ceipt of a signed contract from the County of Cook; (2) Undersig<br>redentials, codes, ordinances and statutes required by Contractor, C<br>rm for the above work. The Undersigned Parties do also certify that  |
| Indicate the <u>Dollar Amount</u> , <u>Percentage</u> , and the <u>Term</u><br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's re-<br>Subcontractor remaining compliant with all relevant or<br>County, and the State to participate as a MBE/WBE fin<br>did not affix their signatures to this document until all ar   | ns of Payment for the above-described Commodities/ Services:<br>er of Intent will become a binding Subcontract Agreement for the ab<br>ceipt of a signed contract from the County of Cook; (2) Undersig<br>redentials, codes, ordinances and statutes required by Contractor, C<br>rm for the above work. The Undersigned Parties do also certify that<br>reas under Description of Service/ Supply and Fee/Cost were complete  |
| Indicate the <b>Dollar Amount</b> , <b>Percentage</b> , and the <b>Tern</b><br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's re-<br>Subcontractor remaining compliant with all relevant or<br>County, and the State to participate as a MBE/WBE fin<br>did not affix their signatures to this document until all ar<br>Signature ( <i>M/WBE</i> )                 | ns of Payment for the above-described Commodities/ Services:<br>er of Intent will become a binding Subcontract Agreement for the ab<br>ceipt of a signed contract from the County of Cook; (2) Undersig<br>redentials, codes, ordinances and statutes required by Contractor, C<br>rm for the above work. The Undersigned Parties do also certify that<br>reas under Description of Service/ Supply and Fee/Cost were complete<br>Signature ( <i>Prime Bidder/Proposer</i> )  |
| Indicate the <u>Dollar Amount</u> , <u>Percentage</u> , and the <u>Term</u><br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's re-<br>Subcontractor remaining compliant with all relevant or<br>County, and the State to participate as a MBE/WBE fil<br>did not affix their signatures to this document until all ar<br>Signature ( <i>M/WBE</i> )<br>Print Name   | Ins of Payment for the above-described Commodities/ Services:     er of Intent will become a binding Subcontract Agreement for the above ceipt of a signed contract from the County of Cook; (2) Undersig redentials, codes, ordinances and statutes required by Contractor, C rm for the above work. The Undersigned Parties do also certify that the reas under Description of Service/ Supply and Fee/Cost were complete     Signature ( <i>Prime Bidder/Proposer</i> )     Print Name   |
| Indicate the Dollar Amount, Percentage, and the Term<br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's rea<br>Subcontractor remaining compliant with all relevant cr<br>County, and the State to participate as a MBE/WBE fin<br>did not affix their signatures to this document until all ar<br>Signature ( <i>M/WBE</i> )<br>Print Name<br>Firm Name             | Ins of Payment       for the above-described Commodities/ Services:         er of Intent will become a binding Subcontract Agreement for the ab ceipt of a signed contract from the County of Cook; (2) Undersig redentials, codes, ordinances and statutes required by Contractor, C rm for the above work. The Undersigned Parties do also certify that teas under Description of Service/ Supply and Fee/Cost were complete         Signature ( <i>Prime Bidder/Proposer</i> )         Print Name         Firm Name                      |
| Indicate the Dollar Amount, Percentage, and the Term<br>THE UNDERSIGNED PARTIES AGREE that this Lett<br>work, conditioned upon (1) the Bidder/Proposer's re-<br>Subcontractor remaining compliant with all relevant cr<br>County, and the State to participate as a MBE/WBE fin<br>did not affix their signatures to this document until all ar<br>Signature ( <i>M/WBE</i> )<br>Print Name<br>Firm Name<br>Date     | Ins of Payment       for the above-described Commodities/ Services:         er of Intent will become a binding Subcontract Agreement for the ab         ceipt of a signed contract from the County of Cook; (2) Undersig         redentials, codes, ordinances and statutes required by Contractor, C         rm for the above work. The Undersigned Parties do also certify that it         reas under Description of Service/ Supply and Fee/Cost were complete         Signature (Prime Bidder/Proposer)         Print Name         Date |
| Indicate the Dollar Amount, Percentage, and the Term THE UNDERSIGNED PARTIES AGREE that this Lett work, conditioned upon (1) the Bidder/Proposer's red Subcontractor remaining compliant with all relevant cr County, and the State to participate as a MBE/WBE fin did not affix their signatures to this document until all ar Signature ( <i>M/WBE</i> ) Print Name Firm Name Date Subscribed and sworn before me | er of Intent will become a binding Subcontract Agreement for the ab<br>ceipt of a signed contract from the County of Cook; (2) Undersig<br>redentials, codes, ordinances and statutes required by Contractor, C<br>rm for the above work. The Undersigned Parties do also certify that t<br>reas under Description of Service/ Supply and Fee/Cost were complete<br>Signature ( <i>Prime Bidder/Proposer</i> )<br>Print Name<br>Firm Name<br>Date<br>Subscribed and sworn before me   |

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

| Α. | BIDDER/PROPOSER HEREBY REQUESTS:  |
|----|---|
|    | FULL MBE WAIVER     FULL WBE WAIVER   |
|    | REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)  |
|    | % of Reduction for MBE Participation<br>% of Reduction for WBE Participation  |
| В. | <u>REASON FOR FULL/REDUCTION WAIVER REQUEST</u><br>Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting<br>documentation shall be submitted with this request.   |
|    | <ol> <li>Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required<br/>by the contract. (Please explain)</li> </ol>   |
|    | (2) The specifications and necessary requirements for performing the contract make it impossible or<br>economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs<br>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<br>doing business and would make acceptance of such MBE and/or WBE bid economically<br>impracticable, taking into consideration the percentage of total contract price represented by such<br>MBE and/or WBE bid. (Please explain)                                  |
|    | (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE<br>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<br>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<br>Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.  |

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

#### Disclosure of Other Non-Certified Subcontractors/Suppliers

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

**SECTION 7 - EXHIBITS** 

May 2015

#### EXHIBIT E - MBE/WBE GOOD FAITH EFFORTS CHECKLIST

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

#### CHECKED BY BIDDER IFCOMPLETED

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

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

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

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

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

| Contract Title:         | Contract Number: |             |      |            |          |
|-------------------------|------------------|-------------|------|------------|----------|
| Prime proposer:         |                  |             |      | 0          |          |
| Address:s               | root             |             | City | State      | Zip Code |
| Telephone:              |                  |             | -    |            | •        |
| Proposed Contract amour | nt \$:           |             |      |            | -        |
| Proposed subcontract am | ount: \$:        |             |      |            |          |
| Type of agreement:      | lump sum         | hourly rate |      | unit price |          |
| MBE/WBE subcontractor   | or supplier:     | · ·         |      |            |          |
| Address:s               | freet            | ····        | City | State      | Zip Code |
| Telephone:              |                  |             | -    |            |          |
| Work to be performed by | MBE/WBE:         |             |      | · · ·      |          |
|                         |                  |             |      |            |          |

prime proposer and the MBE/WBE listed above hereby agree that upon the execution of a Contract for the above-named project between the prime Contractor and Cook County, the MBE/WBE will perform the scope of work for the price as indicated above. Prime proposer:

#### MBE/WBE

| Name of Firm     | Name of Firm     |
|------------------|------------------|
| By:<br>Signature | By:<br>Signature |
| Print Name       | Print Name       |
| Title            | Title            |
| Date             | Date             |

**SECTION 7 - EXHIBITS** 

May 2015

| Cook County   | · · · · · · · · · · · · · · · · · · · |   |
|---|---------------------------------------|---|
| STATE OF  | STATE OF                              |   |
| COUNTY OF   | COUNTY OF                             |   |
| SUBSCRIBED AND SWORN TO before me                   | SUBSCRIBED AND SWO                    |   |
| me on theday of, 20                                 | day of                                | , 20                                    |
|   |                                       |   |
| Notary Public                                       | Notary Public                         |   |
|   |                                       |   |
| Printed Name of Notary                              | Printed Name of Notary                |   |
| AS REQUIRED BY INSTRUCTION TO BIDDE<br>BID HEREWITH |                                       | THTHE                                   |
| TO: County of Cook                                  |                                       |   |
| BID FOR:  |                                       |   |
| BID DOCUMENT NUMBER:                                | BID OPENING DATE                      |   |
| We deposit (subject to all conditions of said pr    | oposal) the following described de    | posit check:                            |
| () Cashier's Check () Bank Draft () Other           |                                       | 1.01.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1. |
| Drawn on:   |                                       |   |
| BANK  | CITY                                  | STATE                                   |
| Draft or Check Number:                              | Dated:                                |   |
| Amount: \$  | ·                                     |   |
| Submitted by:                                       |                                       |   |
|   | DDER'S NAME                           |   |
|   |                                       |   |
| STI   | REET ADDRESS                          | · · · · ·                               |
| CITY  | STATE                                 | ZIP CODE                                |
| DO NOT W  | RITE IN THE SPACES BELOW              |   |
|   |                                       |   |

The Above Described Deposit Check is:

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

Bond #\$426009

as

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

#### PERFORMANCE AND PAYMENT BOND

Know All Men By These Presents, that we, MQ Sewer & Water Contractors, Inc. d/b/a MO Construction Company as principal, Employers Mutual Casualty Company

surety, are held and firmly bound unto The County of Cook in the penal sum of One Million and No/100 Dollars (\$1,000,000.00)

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

> Signed, sealed and delivered this 23rd day of March , 20 16 The condition of the above obligation is such, That whereas, the above bounden principal entered into a certain Contract with The County of Cook, \_\_\_\_\_, 20\_\_\_\_, for \_County Wide Bearing date the day of \_\_\_\_\_ Job Order Contract - Highway/Site Work

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

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

MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction Company SEAL PRINCIPAL/CONTRACTOR By TAR) PRESIDENT Employers Mutual Casualty Company SEAL SURETY 21415 002161 By: NAIC# AMB# SURETY/ATTORNEY-IN-FACT - Kelly A. Gardner (ATTACH POWER OF ATTORNEY) APPROVED AS TO FORM: Acles Bν

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**SECTION 7 - EXHIBITS** 

May 2015



P.O. Box 712 • Des Moines, Iowa 50306-0712

## **CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

## KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation 4. Illinois EMCASCO Insurance Company, an Iowa Corporation

- 5. Dakota Fire Insurance Company, a North Dakota Corporation 6. EMC Property & Casualty Company, an Iowa Corporation
  - 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

#### Kelly A. Gardner

its true and lawful attomey-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

| Surety Bond Number: | S426009  |
|---------------------|--|
| Principal :         | MQ Sewer & Water Contractors, Inc. d/b/a MQ Construction |
| Obligee :           | The County of Cook                                       |

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

## **AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facisinile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 13th day of January, 2014.



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel Assistant Vice President/ Assistant Secretary

On this 13th day of January, 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2016.

Kourry Rynn Koveridge

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 13th day of January, 2014, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of \_\_\_\_\_\_ March \_\_\_\_\_, 2

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689.

Vice President

State of Illinois} } ss.

County of Dupage }

On <u>March 23, 2016</u>, before me, Melissa Schmidt, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared <u>Kelly A. Gardner</u> known to me to be Attorney-in-Fact of <u>Employers Mutual Casualty Company</u> the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires May 14, 2016

Melissa Schmidt, Notary Public NOTARYD

Commission No. 697161

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

| To (Con   | itractor): |   | Date:  |
|-----------|------------|---|--|
|           |            |   | Project Number:  |
|           |            |   | Project Name:  |
| 1. The    | undersig   | ned, having executed a Contract with  |  |
|           |            |   | (Contractor)   |
|           |            | for   | (Nature of work)   |
|           |            | in the amount c   | of \$  |
| in the co | onstruct   | ion of the above-identified project, certifies that:  |  |
|           | <u>(a)</u> | The Labor Standards provisions of the Contract aforesaid Contract.  | for Construction are included in the   |
|           | (b)        | Neither he nor any firm, corporation, partner<br>substantial interest is designated as an ine<br>General of the United States pursuant to S<br>Secretary of Labor, Part 5 (29 CFR, Part 5) of<br>Bacon Act, as amended [40 U.S.C. 276a-2(a)], | eligible Contractor by the Comptroller<br>section 5.6(b) of the Regulations of the |
|           | (C)        | No part of the aforementioned Contract has been<br>Subcontractor if such Subcontractor or any firm,<br>which such Subcontractor has a substantial inter<br>Contractor pursuant to any the aforesaid regulat                                   | corporation, partnership or association in rest is designated as an ineligible     |
| 2.        | days a     | ees to obtain and forward to the Contractor, for t<br>fter the execution of any lower subcontract a<br>Standards and Prevailing Wage Requirements, ex<br>ite.   | Subcontractor's Certification Concerning   |

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

- 4. He certifies that:
  - (a) the legal name and the business address of the undersigned are:
  - (b) The undersigned is (check one):

| <u> </u> | Sole  |
|----------|---|
|          | Proprietorship<br>Partnership<br>Corporation<br>Other Organization (Describe) |
|          |   |

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

| NAME          | TITLE  |     | ADDRESS                                |
|---------------|--|-----|--|
|               |  |     |  |
|               | <br>An 19 20 20 20 20 20 20 20 20 20 20 20 20 20 |     |  |
|               | <br>   |     |  |
|               | <br>   | , , |  |
|               |  |     |  |
| · · · ·       | <br>   |     |  |
|               | <br>   |     |  |
|               |  |     |  |
|               |  |     |  |
| Subcontractor | <br>   |     |  |
| SIGNATURE:    | <br>   |     | ······································ |
| DATE:         | <br>   |     |  |

## EXHIBIT J

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

OCPO ONLY: Disqualification Check Complete

 $\cap$ 

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/<br>Subconsultant to be<br>added or substitute: |
| Authorized Contact<br>for Contractor: | Authorized Contact for<br>Subcontractor/Supplier/<br>Subconsultant:    |
| Email Address                         | Email Address  |
| (Contractor):                         | (Subcontractor):   |
| Company Address                       | Company Address  |
| (Contractor):                         | (Subcontractor):   |
| City, State and                       | City, State and Zip  |
| Zip (Contractor):                     | (Subcontractor):   |
| Telephone and Fax                     | Telephone and Fax  |
| (Contractor)                          | (Subcontractor)  |
| Estimated Start and                   | Estimated Start and  |
| Completion Dates                      | Completion Dates   |
| (Contractor)                          | (Subcontractor)  |

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

| Description of Services or Supplies | Total Price of<br>Subcontract for<br>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

**SECTION 7 - EXHIBITS** 

May 2015

## SECTION 7 – EXHIBITS

May 2015

## <u>EXHIBIT K</u>

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

## FOR INFORMATION PURPOSES ONLY

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

#### DESCRIPTION

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

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

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

There are two options within this initiative:

#### 1. Dedicated Credit Card – "PULL" Settlement

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

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

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

## **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

## EXHIBIT L - DBE FORMS

(DBE Forms are included on the following pages)

## **DBE** Utilization Plan

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

# Disclosure of DBE Participation (Please duplicate as needed)

| Name of DBE Subcontractor/Supplier: |               |   |
|-------------------------------------|---------------|---|
| Contact Person:                     | Title:        |   |
| Address:                            |               |   |
| E mail:                             | Telephone No: |   |
| Amount of Subcontract: \$           |               |   |
| Percentage of the total base bid:   |               | %   |
| Description of the work:            |               | 11 2011 - 11. |
| Percentage of the total base bid:   |               | · 27 24   |
| Description of the work:            |               | <u></u>   |
| Name of DBE Subcontractor/Supplier: |               |   |
| Contact Person:                     | Title:        |   |
| Address:                            |               |   |
| E mail:                             | Telephone No: |   |
| Amount of Subcontract: \$           |               |   |
| Percentage of the total base bid:   |               | %   |
| Description of the work:            |               |   |

#### SECTION 7 – EXHIBITS

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

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

#### SECTION 7 – EXHIBITS

#### DBE GOOD FAITH EFFORTS CHECKLIST

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

#### CHECKED BY BIDDER IF COMPLETED

- Identified portions of the project work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Bidder could perform those scopes with its own forces.
- Solicited through reasonable and available means (e.g., written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.
- \_\_\_\_ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.

\_\_\_\_ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

Utilized resources available to identify available DBEs, including but not limited to, the Cook County Office of Contract Compliance, DBE assistance groups; local, state and federal; and other organizations that provide assistance in the recruitment and placement of DBEs.

## SECTION 7 - EXHIBITS

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

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

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

#### SECTION 7 – EXHIBITS

## DBE LETTER OF INTENT - FORM 2

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

SECTION 7 - EXHIBITS



### **DBE Participation Statement**

#### (1) Policy

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

#### (2) Obligation

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

#### (3) Project and Bid Identification

Complete the following information concerning the project and bid.

| Route  | <b>B</b> /  | Tota   | Bid                   |  |   |
|--------|---|--|-----------------------|--|---|
| Secti  | 00  | Cont   | ract DBE Goal         |  |   |
| Proje  | ct  |  |                       | (Percent)  | (Dollar Amount)   |
| Coun   | ty  | · · · ·  |                       |  |   |
| Lettin | ng Date   | · · · · · · · · · · · · · · · · · · ·                        |                       |  |   |
| Contr  | ract No.  |  |                       |  |   |
| Lettin | ng Item No.   |  |                       |  |   |
| (4) A  | ssurance  |  |                       |  |   |
|        | ing in my capacity as an officer of the undersigne<br>ct my company : (check one)   | ed bidder (or bidders if a joir                              | nt venture), here     | by assure the Depar                                      | tment that on this  |
|        | Meets or exceeds contract award goals and ha  | as provided documented pa                                    | inticipation as fol   | IOWS:  |   |
|        | Disadvantaged Business Participation  | percent  |                       |  |   |
|        | Attached are the signed participation statemen<br>participating in this plan and assuring that each   |  |                       |  |   |
|        | Failed to meet contract award goals and has in provided participation as follows:   | cluded good faith effort doo                                 | cumentation to m      | eet the goals and th                                     | nat my company has  |
|        | Disadvantaged Business Participation  | percent  |                       |  |   |
|        | The contract goals should be accordingly modi<br>support of this request including good faith effo<br>Provision evidencing availability and use of eac<br>commercially useful function in the work of the | rt. Also attached are the si<br>ch business participating in | gned participatio     | in statements, requi                                     | red by the Special  |
|        | Company   | The 'as re   | ad" Low Bidder is rel | quired to comply with the                                | Special Provision   |
| Ву     | <u> </u>  | submitted  | in accordance with t  | for each project. The util<br>he special provision. Plea | lization plan shall be<br>se include this Special   |
| Title  | · · · · · · · · · · · · · · · · · · ·   | Provision<br>Cook Cou<br>118 N. Ci                           | irsty                 |  |   |
| Date   |   |  | REPARTS VERIES        |  | антин талана талана<br>Т |
| The Co | ok County Highway Department is requesting disclosure of Information its<br>RED. Pailure to provide any information will result in the contract not being   |  |                       | e and Federaliaw. Disclosur                              | e of this information is  |

#### SECTION 7 – EXHIBITS

| TO:  |   |  | CONTRACTOR'S UTI  | LITY SHUT DOWN    | REQUEST                         |                                       |
|--|---|--|---|-------------------|---------------------------------|---------------------------------------|
| PRCJECT:   |   |  |   |                   |                                 |                                       |
| TO:  |   |  |   |                   | D/                              | ΥΤΕ:                                  |
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Department of Facility Management - Locations

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

Juvenile Court 2245 W. Ogden Chicago, Ill. 60612

Facilitates Management 69 West Washington Chicago, Ill. 60602

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

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

Cook County Building 118 North Clark Chicago, Ill. 60602

Markham Courthouse 16501 So. Kedzie Markham, Ill. 60426

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

Rockwell Warehouse 2323 South Rockwell Chicago, Ill. 606

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

Bridgeview Courthouse 10220 So. 76<sup>th</sup> Ave. Bridgeview, Ill. 60453

Skokie Courthouse 5600 Old Orchard Skokie, Ill 60076

Hawthorne Warehouse 4545 W. Cermak Chicago, Ill. 60623

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#### SECTION 5 COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

| <   | Shu               | 9.M                         |  |
|---|-------------------|-----------------------------|--|
| ·   | COOK COUNTY CH    | IEF PROCUREMENT OFFICER     |  |
| DATED AT CHICAGO, ILLINOIS THIS   | DAY OF            | June                        | ,20 16   |
| IN THE CASE OF A BID, THE COUNTY HEREBY   | ACCEPTS:          |                             |  |
| THE FOREGOING BID/PROPOSAL/RESPONSE A   | S IDENTIFIED IN T | HE CONTRACT DOCUMENTS FOR C | ONTRACT NUMBER   |
| 1555-14475 SW10   |                   |                             |  |
| <u>OR</u>   |                   |                             |  |
| ITEM(S), SECTION(S), PART(S):   |                   |                             |  |
|   |                   |                             |  |
|   |                   |                             |  |
| TOTAL AMOUNT OF CONTRACT: \$  | 4,000,000.00      |                             | · · ·  |
|   |                   | (DOLLARS AND CENTS)         |  |
| FUND CHARGEABLE:  |                   |                             |  |
| APPROVED AS TO FORM:<br>ASSISTANT STATE'S ATTORNEY<br>(Required on contracts over \$1,000,000.00) |                   | anak kari                   | D BY THE PRABA SA<br>THE BRADE SIGNERS<br>THE UMMISSIONERS<br>THE 2016 |
| 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 11th District

JOHN A. FRITCHEY 12th District

LARRY SUFFREDIN 13th District

GREGG GOSLIN 14th District

) TIMOTHY O. SCHNEIDER 15th District

JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District

## OFFICE OF THE CHIEF PROCUREMENT OFFICER SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

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

## ADDENDUM NO. 1

## June 19, 2015

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

for Department of Capital Planning & Policy

## Contract No. 1555-14475

To: Interested Vendors of Record

## A. <u>General</u>:

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

## B. Acknowledgement:

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

## C. Attachments:

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

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

### D. Changes:

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

OFFICE OF THE CHIEF PROCUREMENT OFFICER

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

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

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

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

2. <u>Question</u>: On the Familial Relationship Disclosure Form, paragraph B requires "The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County". Please provide the information that is required to be included on this form.

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

3. <u>Question</u>: In the Familial Relationship Disclosure Form, paragraph B requires "The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County". Please provide the information that is required to be included on this form.

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

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

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

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

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

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

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

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

- 8. <u>Question</u>: Where in the Solicitation is SBE defined? We find the AFFIDAVIT OF SMALL BUSINESS STATUS, (Section 6, Page 164), but no definition or requirement to submit documentation of MBE, WBE, DBE, or SBA Certification. Please advise.
- Answer: SBE is defined in Book 2, Section Three Disadvantaged Business Enterprise (DBE), Minority and Women Business Enterprise (MWBE), and Small Business Construction Initiative, page 58. For required documents regarding the SBE Construction Initiative, see Page 60 of Book 2, Section Three, Part Three C. Required Pre-Award Bid Submittals and D. Required Submittals Prior to the Issuance of a Job Order.

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OFFICE OF THE CHIEF PROCUREMENT OFFICER

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

- 9. <u>Question</u>: I have a questions regarding Bonding for Small Businesses. My company is part of the Bridge Program and they provide bonding if they become part of the team on the buyer. Can Inner City Underwriting be part of the Bonding agency for this project to assist Small Businesses? Or does Cook County have an alternative bonding agency that works with Small Businesses?
  - Answer: Cook County is currently exploring participating in alternative bonding programs.
- 10. <u>Question</u>: I have a couple questions regarding the JOC bid. I know that it requires a \$25,000.00 bid deposit can this be submitted in the form of a bid bond and if so in section 6 of the bid forms on the Surety Statement of Qualification for Bonding what should the bonding company put where it says "the full amount of bid/Contract" and "the total dollar amount of the contract" as it will not be a dollar amount?

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

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

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

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

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

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

Answer: At this time, only one preference applies.

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

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

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

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

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

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

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

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

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

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

Answer: Refer to Attachment 3.

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

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#### Cook County

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

| Discipline               | Proposed # of Awards | Proposed # of SBE<br>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 <u>http://dot.state.il.us/</u> in the FAQ section. The Bidder shall submit a certified copy of a "Certificate of Eligibility" issued by the Department of Transportation.
- D. Bidders submitting a Bid for the Highway / Site Work Contract (1555-14475-SW) must submit

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

#### **SECTION 1 - CONTRACT INFORMATION**

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

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

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

#### CI-12 WAGE RATES

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

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

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

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

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

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

#### CI-13 OFFICE

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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.

May 2015

## **SECTION 1 - CONTRACT INFORMATION**

15B

1

#### 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 surely 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<br>Performance and<br>Payment Bond | Amount of Performance<br>and Payment Bond on<br>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                 | - <b>\$1,000,000</b> *\$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>                           | _\$750,000  |  |
| Demolition               | \$ <del>5,000,000</del> - *\$2,500,000              | _\$750,000  |  |
| Residential Construction | \$0   | \$0   |  |

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

### IB-13 FAILURE TO FURNISH BOND

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

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

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

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

## IB-29 RE-ENTRY EMPLOYMENT EARNED CREDITS

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

## IB-30 ELIGIBLE VETERANS BID PREFERENCE FOR PUBLIC WORKS CONTRACT

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

## IB-31 ELIGIBLE BID PREFERENCE FOR VBES AND SDVBES

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

## 18-32 COALITION OF UNIONIZED PUBLIC EMPLOYEES

The Cook County Board of Commissioners has entered into an Agreement with the Coalition of Unionized Pablic Employees ("COUPE"). To the extent permitted by law, in the event the County either directly or indirectly through a contractor or construction manager, undertakes construction work within the trade unsolitor of a method 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 of require the performance of such work or a person firm, or company signatory or willing to become signatory for purposes of that County project to an existing labor agreement with the coalition, union or a union with the appropriate trade furiediction located in County of Cook.

#### END OF SECTION

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#### SECTION 2 - INSTRUCTIONS TO BIDDERS

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

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

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

5.

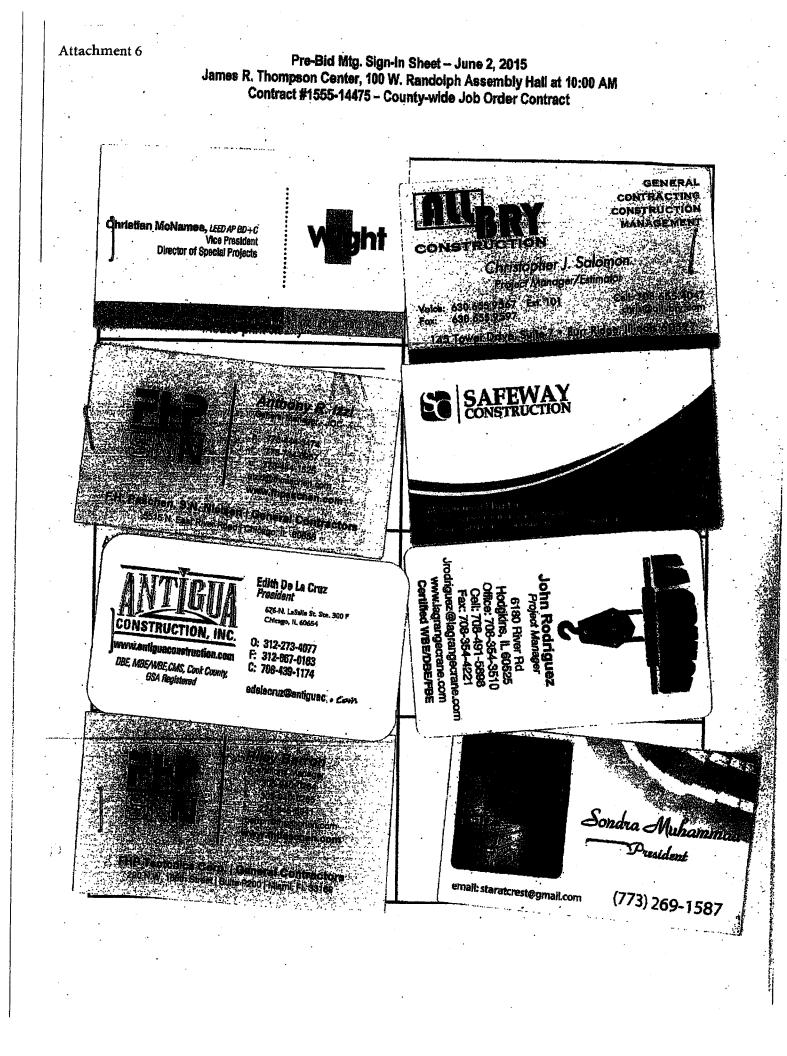
- 1. This Article GC-54 of Book 2 applies only to the County's Job Order Contract(s) for the Small Business General Construction . The language does not apply to any other County contract.
- It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and subcontracts and to eliminate arbitrary barriers for participation, as both Contractors and Subcontractors or Suppliers, in such contracts by Small Local Business Enterprises (SBEs), Minority-Owned Business Enterprises (MBEs) and Women-

May 2015

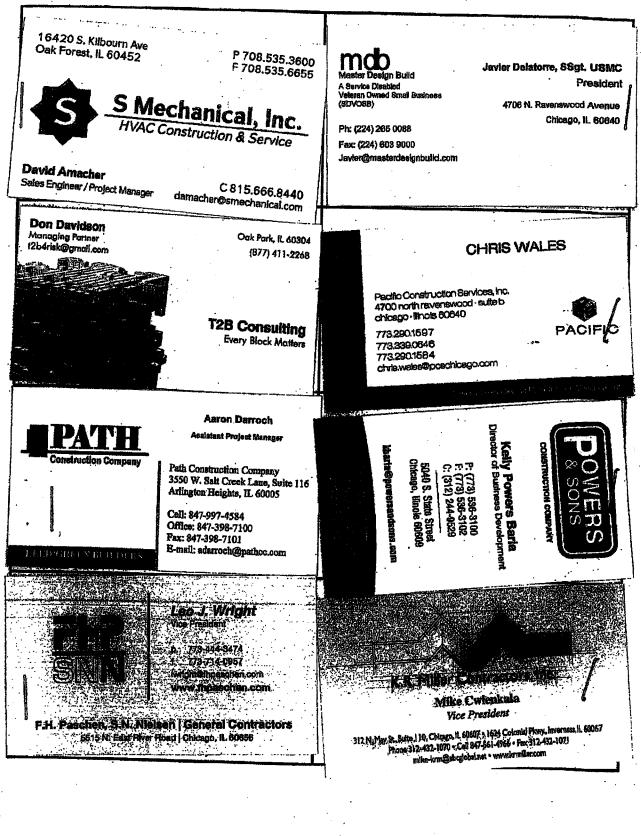
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SECTION THREE, PART THREE: SMALL BUSINESS CONSTRUCTION INITIATIVE

12



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



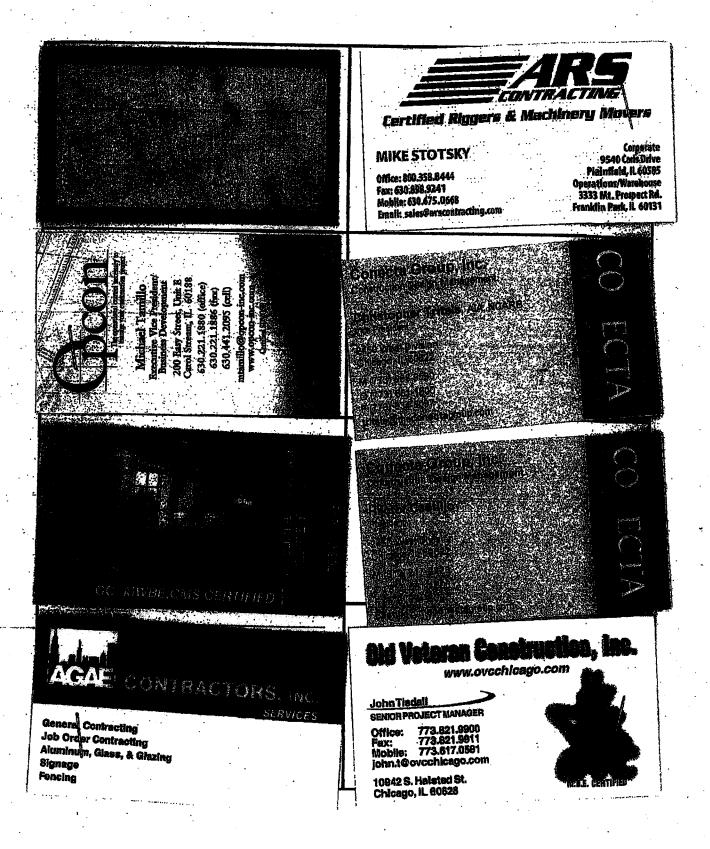
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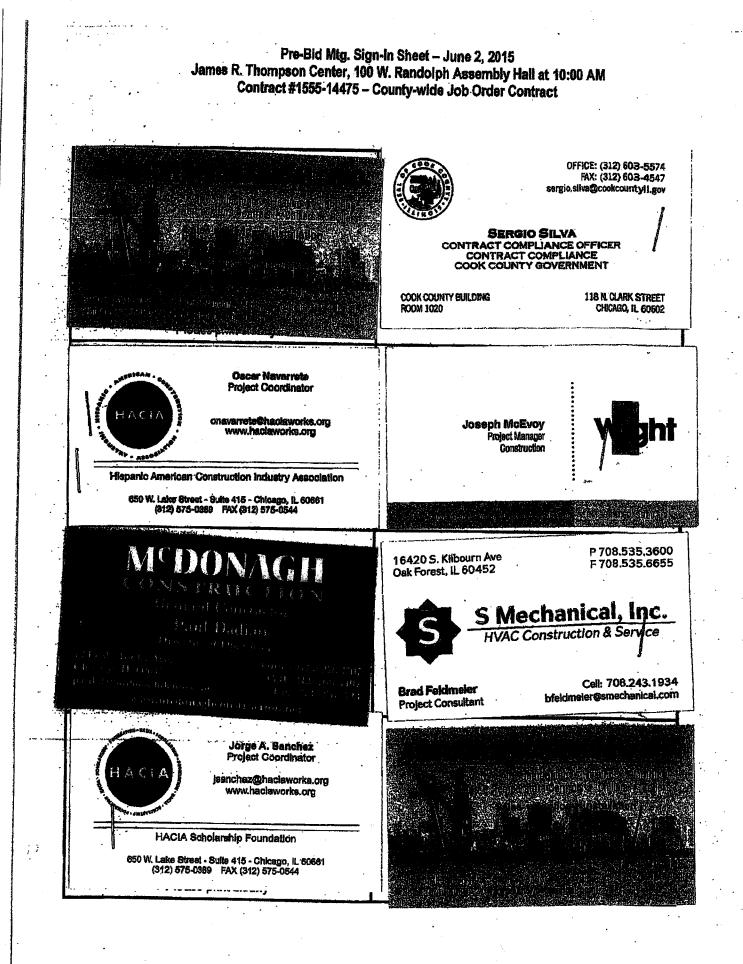
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Pre-Bid Mtg. Sign-In Sheet – June 2, 2015 James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract

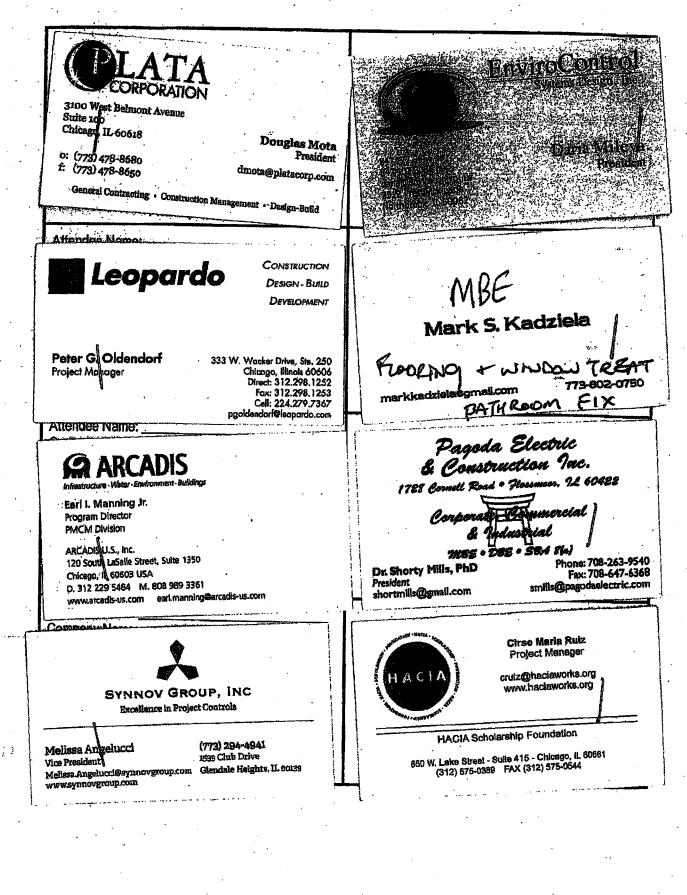
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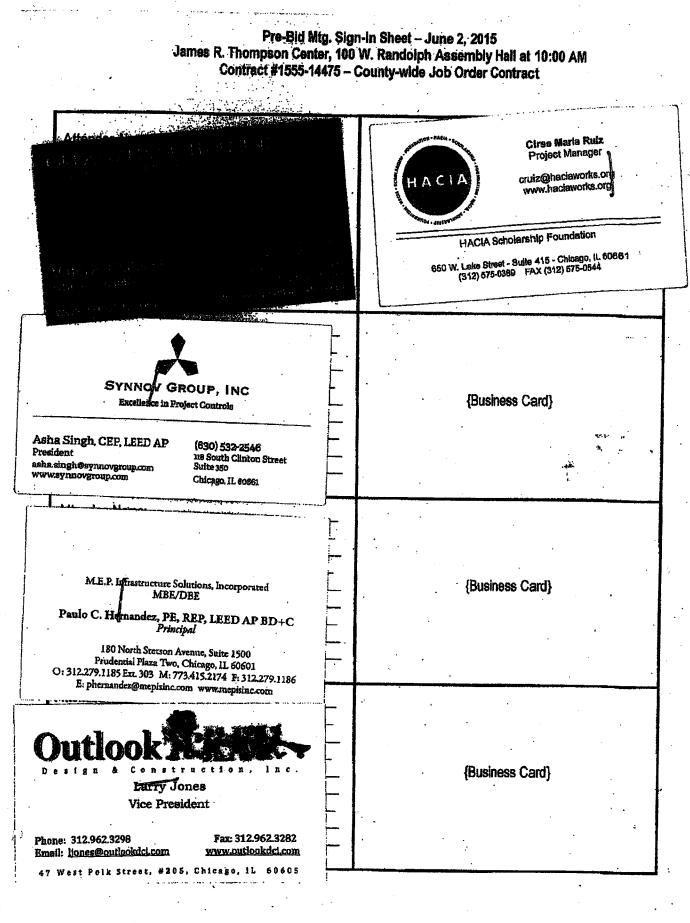
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## Pre-Bid Mtg. Sign-in Sheet – June 2, 2015 James R. Thompson Center, 100 W. Randolph Assembly Hall at 10:00 AM Contract #1555-14475 – County-wide Job Order Contract



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#### Cook County

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

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

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

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

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

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

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

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

BIDS ARE DUE AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 NO LATER THAN 10:00 A.M. CST ON FRIDAY, JUNE 26, 2015 (1997)

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

BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY

TONI PRECKWINKLE, COOK COUNTY PRESIDENT

SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER

May 2015

ADVERTISEMENT FOR BIDS

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

#### BID DUE DATE

#### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date  |

BIDDER NAME:

May 2015

#### **SECTION 5 - BID FORMS**

79A

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

| Attendee Name: Jose Paresta<br>Company Name: Studio Arg.   |                 |   |
|--|-----------------|---|
| Company Address: 329 W. 18TH ST.<br><u>CHLCAGO</u> , TL GOGIG<br><u>SONTE</u> 904 A<br>Telephone: 312 846.6415 | {Business Card} |   |
| Fax:   |                 |   |
| Attendee Name:   | 1.01.0          |   |
|  |                 |   |
| Company Address:   | {Business Card} |   |
| Telephone:   | 444 J.          |   |
| Fax:<br>E-Mail:<br>Please print clearly  |                 |   |
| Attendee Name:   |                 |   |
| Company Name:  |                 |   |
| Company Address:   | (Business Card) | • |
| Telephone:   |                 | - |
| E-Mail:<br>Please print clearly  |                 |   |
| Attendee Name:   |                 | • |
| Company Name:  |                 |   |
| Company Address:   | {Business Card} |   |
| Telephone:   |                 |   |
| Fax:<br>E-Mail:  |                 |   |
| Please print clearly   |                 |   |

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

### D. Changes:

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

Change #2 - Replace Page 79of Book 1 Solicitation Package with Attachment 2, Revised Page 79A. Bid due date inserted.
 Change #3 - Replace Page 83 of Book 1 Solicitation Package with Attachment 3, Revised Page 83A. Bid due date inserted.
 Change #4 - Replace Page 87 of Book 1 Solicitation Package with Attachment 4, Revised Page 87A. Bid due date inserted.
 Change #5 - Replace Page 91 of Book 1 Solicitation Package with Attachment 5, Revised Page 91A. Bid due date inserted.
 Change #6 - Replace Page 95 of Book 1 Solicitation Package with Attachment 6, Revised Page 91A. Bid due date inserted.
 Change #7 - Replace Page 99 of Book 1 Solicitation Package with Attachment 7, Revised Page 99A. Bid due date inserted.
 Change #8 - Replace Page 99 of Book 1 Solicitation Package with Attachment 7, Revised Page 90A. Bid due date inserted.
 Change #8 - Replace Page 103 of Book 1 Solicitation Package with Attachment 8, Revised Page 103A. Bid due date inserted.
 Change #9 - Replace Page 107 of Book 1 Solicitation Package with Attachment 9, Revised Page 107A. Bid due date inserted.
 Change #10 - Replace Page 111 of Book 1 Solicitation Package with Attachment 10, Revised Page 111A. Bid due date inserted.
 Change #11 - Replace Page 115 of Book 1 Solicitation Package with Attachment 11, Revised Page 115A. Bid due date inserted.
 Change #12 - Replace Page 119 of Book 1 Solicitation Package with Attachment 12, Revised Page 119A. Bid due date inserted.
 Change #13 - Replace Page 119 of Book 1 Solicitation Package with Attachment 13, Revised Page 119A. 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 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

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 documents and modifies previously issued documents. Insofar as previously issued contract documents are inconsistent with modifications indicated by this addendum, modifications indicated by this addendum shall govern. Where any part of the contract documents are modified by this addendum, all unaltered provisions shall remain in effect.

#### B. Acknowledgement:

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

#### C. Attachments:

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

- Attachment 1: Book 1 Revised Page 2A
- Attachment 2: Book 1 Revised Page 79A
- Attachment 3: Book 1 Revised Page 83A
- Attachment 4: Book 1 Revised Page 87A
- Attachment 5: Book 1 Revised Page 91A
- Attachment 6: Book 1 Revised Page 95A
- Attachment 7: Book 1 Revised Page 99A
- Attachment 8: Book 1 Revised Page 103A
- Attachment 9: Book 1 Revised Page 107A
- Attachment 10: Book 1 Revised Page 111A
- Attachment 11: Book 1 Revised Page 115A
- Attachment 12: Book 1 Revised Page 119A
- Attachment 13: Book 1 Revised Page 123A
- Attachment 14, Drochid Masting Descentation
- Attachment 14: Pre-bid Meeting Presentation

Pre-Bid Mtg. Sign-In Sheet - June 4, 2015 Brookfield Zoo, Discovery Room at 10:00 AM Contract #1555-14475 - County-wide Job Order Contract . . . . . . Attendee Name: CAWIN For Company Name: Pit Stop TANItonAL MET, CITYIL & 0409 95 PAKTON Company Address {Business Card} O hame 60401 Telephone: 708-80 Fax E-Mail: + 11St CLASS 302.5 gmail.com Please print clearly Attendee Name: DARK owns Company Name: \_\_\_\_\_ Company Address: 1594 HARLEM AVE SUNEF109 {Business Card} TINEY CA2 Telephone: Fax: E-Maik brint clearly Inc. π÷ Larry Jones (Business Card) Vice President Phone: 312,962.3298 Email: jones@outlookdci.com Fax: 312.962.3282 www.outlookdci.com 47 Wost Polk Street, #205, Chicago, 12 60605 international Quality inway Construction Co. Contracting Curpentry Contractor New Flooting 24225 Volbrecht Rd lcCord Room Addition Crete, IL 60417 Finish Carpenny Phone: 708.897.1204

Sarah Birungi CEO General Contractor

IQcontract@gmail.com Certified Mold Remediator

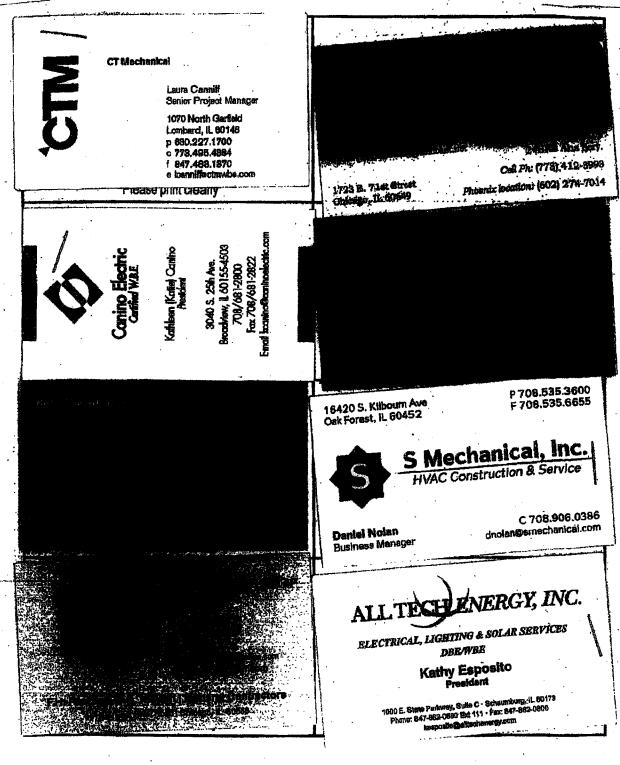
Fax: 708.672.6769

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#### Meini Stud Franing Million & Friender Domidentiel & Commercial Office: 708.335,6406 10.com Fait: 708.335.3265

7 Anihoo.com

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



FAX 779-970-1501 60624 AUTUMN COMPENSATION REPUTED Certified WBR and DBS Established 199 CONSTRUCTION INC. ٠ 449 Elsenhorer lane South, Lombard, Illincis 60148 www.auhumnoonstruction.com **HLUNOIS** JAMES CRNICH Monica Green Safety Director EMAIL: (grieh@paulbargeoneleuction.com e » zusen nelsen@zutumnconstruction.com • MBE DBE SBA 8(a) Contract #1565-14475 - County-wide Job Order Contract PAUL BORG CONSTRUCTION COMPANY 2007 SOUTH INNIGHIAL BLVD. • CHICAGO 778-523-1111 Brookfield Zoo, Discovery Room at 10:00 AM Pre-Bid Ntg. Sign-in Sheet - Jume 4, 2015 **CT Mechanicei** . . . . . . BURRAN NELSON President f > 630.558.9596 c ) 680.207.0072 t > 630.638.9535 -----M Conflict Welsterer www.lagradiangecrane.com Fex: 708-351-4221 Collice: 708-351-4221 Collice: 708-351-4221 Collice: 708-351-4221 6180 Five: 40 6180 Five: 40 Prehrifeld, IL. 60385 Operations (Namhpure 3333 ML, Propect Rd. Fremhile Reit, IL. 60157 8 9640 Carls D Applied Controls & Contracting Services, Inc. Temperature Conno/Baliding Automation Systems <u>.</u> George N. Kinttison, President Project Managor 御御 Ernell: Cidmison@sccahome.com 539-541 W. Taft Drive South Holland, IL 60473-2030 011(co: 8011,355,844 Farr 638,28(8,324) Mohile: 630,655,0668 Emili: sales@vracintrecting.com Mobile: 708-207-7157 **MIKE STOTSKY** Fax: 708-596-1020 Tel: 708-596-7400 **Certinud** 3.5 7

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

| Attendee Name: Blan Tuk Dui Si<br>Company Name: BROAD Why ELECTRIC INC.<br>Company Address: 831 Dak Hon St<br>ELE GLOUCU JULA : {Business Card}  | ······································ |
|--|--|
| Company Name: DKORA WAY ELECTRIC Inc.  |  |
| Company Address: 831 Dar for St<br>Christian (Business Card)   | •                                      |
|  |  |
| Telephone: <u>847-593-0001</u><br>Fax:<br>E-Mail:  |  |
| Please print clearly   |  |
| Attendee Name: David Likburich<br>Company Name: <u>Rendull Industrics</u> , Inc.   |  |
| Company Address: 741 S. Roste &3<br>Flinbursh, IL 60126 (Business Card)  |  |
| Telephone:       630-833-9100         Fax:       630-833-9108         E-Mail:       0.       11e.bourch @ namedal [ toule (con)]         Please print clearly       Please print clearly | •4                                     |
| Attendee Name: Company Name:   |  |
| Company Address:   |  |
| Telephone:   |  |
| E-Mail: Please print clearly   |  |
| Attendee Name:Company Name:  |  |
| Company Address:   |  |
| {Business Card}  |  |
| Telephone:<br>Fax:   |  |
| E-Mail: Please print clearly   |  |

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

Attendee Name: Bill Nowatak Chicago Commercial Construction Company Name: JM Polcum INC Scott Joslyn Company Address: 10127 sevelt Estimator Westchester IL. 60154 sjoslyn@ccc-chicago.com 773-936-3527 Cell Telephone: 708-450-(156 Fax: E-Mail: Gimedaury, com Bill Please print clearly STEDHEN Attendee Name: AUNIS Company Name: FEWNIX (Trov WESTBROOK CAPITAL, INC. Company Address: 15 ND C Funding The Entrepreneurial Spirit Lom BARD H. Gerald Doles - President Telephone: \$12 9180 63 Fax: E-Mail: SDAUNIS @ DOWNY CMOUD. COM gdoles@westbrockcapital.com Tei 708-579-9696 www.westbrookcapital.com Fax 708-579-5426 Please print clearly P.O. Box 654, LaGrange IL 60525 Cell 708-642-7893 Bonded Insured Licensed contractin DJT co. Pressenter Rémaine Daryl Towns Sr. Owner **Property Development** Direct 773 Certified MBE Office 708-479-1150 City of Chicago Pax 1-866-620-8331 E-mail THEDITCO@AOI MIKE ANNOYO CR. Miller Contractors Inc. Estimator/Project Manage Aguaplumbinginc@gmail.com Jim Heidorn Senior Vice President Serving All Of Chicago Land An 630-546-7216 312 N. May St., Suite 110, Chicago, 12 60607 • 1624 Colonial Ploys, Inverness, 12 60057 d Bonded Insured Licens MBBContilled Phone 312-432-1070 . Cell 847-417-9076 . Fax 312-432-1071 im-krm@sbcglobel.net \* www.krmfler.com

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### BID DUE DATE

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

### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County

of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

### ADDENDUM RECEIPT

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| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

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

### ADDENDUM RECEIPT

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| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### BID DUE DATE

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| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

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

### ADDENDUM RECEIPT

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| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

Bids are to be received no later than 10:00 AM on **TBD**, July 10, 2015 in the box in the County

of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

### ADDENDUM RECEIPT

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| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

.

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

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

### ADDENDUM RECEIPT

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| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

### **BIDDER NAME:**

. . . .

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

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of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

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| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

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

· (Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

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

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| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### BID DUE DATE

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

### ADDENDUM RECEIPT

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| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

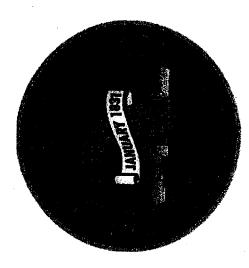
### BID DUE DATE

Bids are to be received no later than 10:00 AM on **TBD**, July 19, 2015 in the box in the County of Cook Procurement Office, Tenth Floor, Room 1018, County of Cook Building, 118 North Clark Street, Chicago, Illinois 60602.

### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |



### Job Order Contracting Document No. 1555-14475

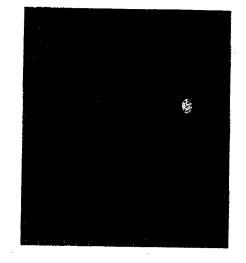
Pre-Bid Meeting: June 2015

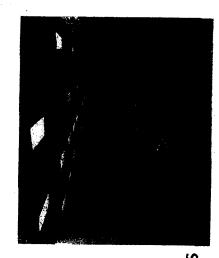
### Topics

- County JOC History
- JOC Where do we use JOC?
  - JOC Elements
- JOC Process Part 1
- JOC Contract Documents
- Understanding the Construction Task Catalog<sup>®</sup> (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

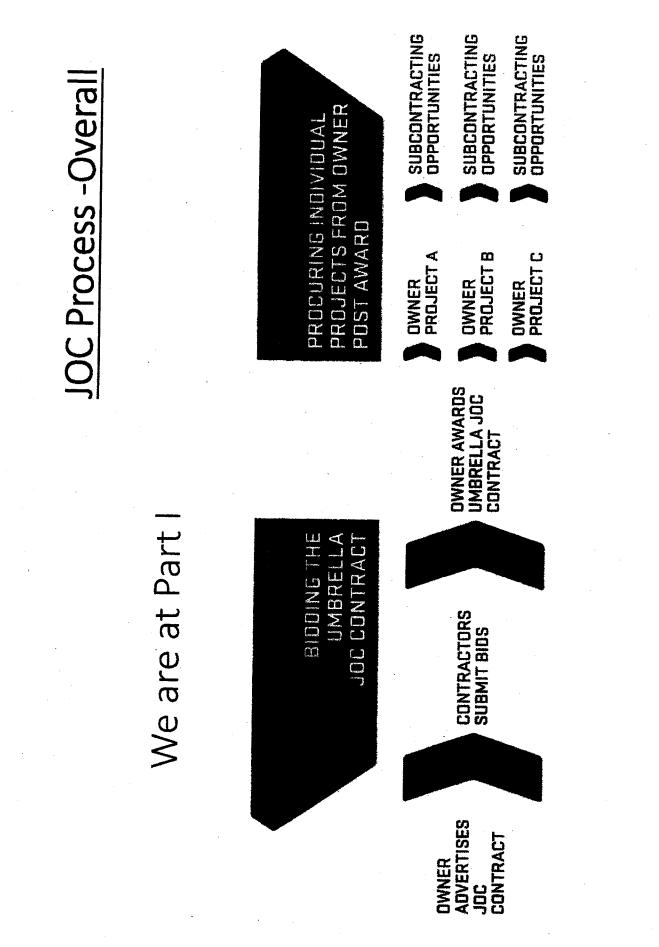




# JOC – Where Do We Use JOC?

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

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# 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. ٠

| <b></b>                                 | T                       | 1                          |                            | T                     | T            | 1                           |                             |                                |                                |                            | <del></del>          | <del></del>                     |
|---|-------------------------|----------------------------|----------------------------|-----------------------|--------------|-----------------------------|-----------------------------|--------------------------------|--------------------------------|----------------------------|----------------------|---------------------------------|
| DBE<br>Goal<br>Road                     | 34%                     | 34%                        | 34%                        | 34%                   | 34%          | 34%                         |                             |                                |                                |                            |                      |                                 |
| WBE<br>Participation<br>Goal            | 10%                     | 10%                        | 10%                        | 10%                   | 10%          | 10%                         | SBE GOAL = 51%              | SBE GOAL = 51%                 | SBE GOAL = 51%                 | SBE GOAL = 51%             | SBE GOAL = 51%       | SBE GOAL = 51%                  |
| MBE<br>Participation<br>Goal            | 24%                     | 24%                        | 2496                       | 24%                   | 24%          | 24%                         | SB                          | 1005                           | IBS                            | 89                         | 185                  | 38                              |
| Contract<br>Term                        | 2 Years                 | 2 Years                    | 2 Years                    | 2 Years               | 2 Years      | 2 Years                     | 2 Years                     | 2 Years                        | 2 Years                        | 2 Years                    | 2 Years              | 2 Years                         |
| Estimated<br>Amual<br>Value             | \$3,500,000             | \$2,500,000                | \$2,500,000                | \$2,000,000           | \$5,000,000  | \$0                         | \$1,500,000                 | \$1,000,000                    | \$1,000,000                    | \$750,000                  | \$750,000            | \$0                             |
| Bid<br>Deposit                          | \$25,000                | \$25,000                   | \$25,000                   | \$25,000              | \$25,000     | \$25,000                    | \$25,000                    | \$25,000                       | \$25,000                       | \$25,000                   | \$25,000             | \$25,000                        |
| # of<br>Potential<br>Contract<br>Awards | 4 Awards                | 2 Awards                   | 2 Awards                   | 2 Awards              | 2 Awards     | 1 Award                     | 2 Awards                    | 1 Award                        | 1 Award                        | 1 Award                    | 1 Award              | 1 Award                         |
| Discipline                              | General<br>Construction | Mechanical<br>Construction | Electrical<br>Construction | Highway/ Site<br>Work | Demolition   | Residential<br>Construction | SBE General<br>Construction | SBE Mechanical<br>Construction | SBE Electrical<br>Construction | SBE Highway /<br>Site Work | SBE Demolition       | SBE Residential<br>Construction |
| Solicitation #                          | 1555-14475-GC           | 1555-14475-MC              | 1555-14475-EC              | 1565-14475-SW         | 1565-14475-D | 1555-14475-RC               | 1565-14475-<br>GC-SBE       | 1555-14475-<br>MC-SBE          | 1555-14475-<br>EC-SBE          | 1555-14475-<br>SW-SBE      | 1555-14475-D-<br>SBE | 1555-14475-<br>RC-SBE           |

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- 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

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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

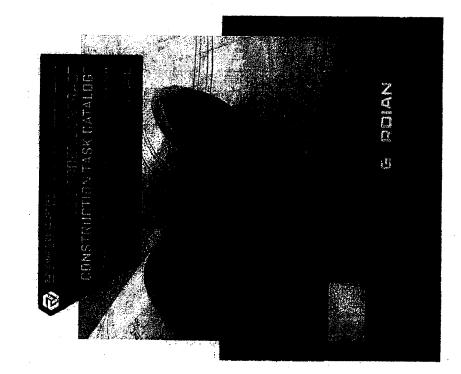


- Book 2 General Conditions and Special Conditions
- Section 1 General Conditions
- Section 2 General Requirements
- Section 3 DBE, M/WBE Conditions, and Small Business Construction Initiative
- Section 4 Liquidated Damages
- Section 5 JOC Special Conditions
- Section 6 Special Conditions for Job Orders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

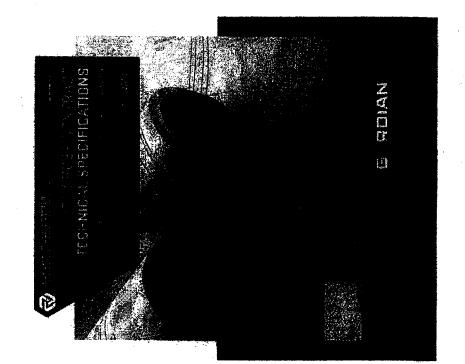


### **Book 4 - Technical Specifications**

- 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

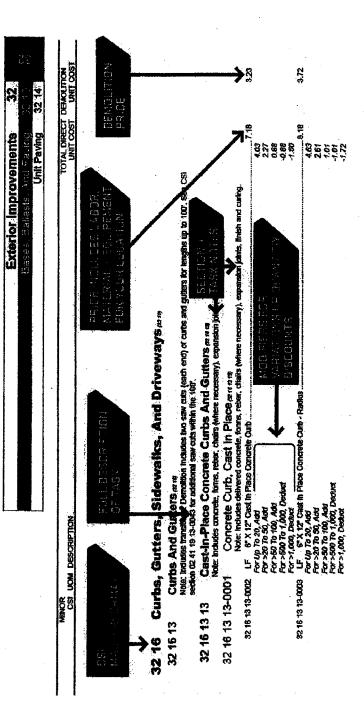
### The Technical Specifications:

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



# 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<sup>®</sup>"
- Rules of the game
- Make sure you get paid for all appropriate tasks
- Pages 00 1 to 00-8 of the CTC

### **GORDIAN GTC Information** GROUP

- pille drivens, buildozens, excavators, backhoes, boboats elc.) which exclude mobilization.
  - Transportation, priced locally using current labor, material and equipment costs, and published in Diamati sam Go 27 The Construction Task Cataloge was devek and customized by The Gordian Group, specifically for New York State Department
- CTC and other providency information and software for the sola purpose of providing Jub Order Contracting services to New York. State Department of Tremportation. Use of The The Gordian Group, Inc. Renses the use of this Gordian Group's CTC and other proprietary intomazion and software for any other purpose or any other emity is expressely prohibited without the ary other entity is expressly prohibited without the supress written consent of The Gordian Group, h.c. Department of Transportati Gordian Group's CTC and

### The Brit Prices Include

### LABOR COSTS:

- Labor costs include direct tabor through the working troppension level at statight-dura prevailing wage sites intelluting fringe besofts and an allowance for social Secarity and Medicare taxes, unstarit, companasiton, unamptoyment insurance and employee benefits. 69
  - Labor costs are besed on workers familier with and skilled in the performance of the task following **OSHA requirements.** 9
- Labor costs include line lost for normal work basids, layou, measuring and utilifing la R, dean-up of regular contruction debrie, inspection, parmit compliance, job meetings and start-up. . 69

### EQUIPMENT COSTS:

Equipment coels: Include all equipment required to accomplish the task includes in hypergraph and incollization, except large equipment (e.g. cranes.

Using The Construction Task Catalog®

- Equipment costs include all operating expenses such as fuel, obschictly, lubricents, etc.

### MATERIAL COSTS:

January 2013.

- Material costs include the cost of the material being instatled and all incidentals and all incidentals and accessories integra to the installation.
- Material costs include manufacturer's and/o abricator's shop drawings.
- coverby, cetting tile, pice, condut, concrete, etc. hebude an altwarce for welse. This list is not hended to be all inclusive, but description of the types of construction materials that are hypically uppes of construction materials that are hypically sold in standard lengths, scars and weights. Metertial costs for roofing, drywall, VCT, carpet, wa

### Complete and In-Place Construction.

- Unit prices are for complete and in-place construction and include all labor, equipment and material requires to complete the task as described In the CTC.
- materially, toole and equipment on site, mowing, materiale, toole and equipment from storage area or buck up to 2 % stortes (2 stortes with an atth) and Unk Prices include delivery, unicading and ston within 125' to reach the site. 63
  - Unit prices exclude moving, malerial and equipment greater than 2 % stories and handling material and equipment more than 125 (See 01660).
- 22 Umit prices for imported materials (eggregate, sai soll, etc.) include defivery up to 15 miles from I closest approved source.
- Unit prices include all fastements such as ancho bolts, tag bolts, screws, adheatve, wedge anchons expansion bolts, rooting objes (excluding humbane in the CTC are for use with Owner furnished citos) that are required. Fasteners listed separatel Ð

response to M has decide theme.

Page 00 - 1

Jawary 2013 NYA Bepartment of Transportation, Region 9 Bridge Hai

\* See Handout

UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

|                       |   |                                    |                                |                           |                           |                  |                       |                                 |                          |                                 |                      | \$4,056.93        | /400 | (\$10.14) |  |
|-----------------------|---|------------------------------------|--------------------------------|---------------------------|---------------------------|------------------|-----------------------|---------------------------------|--------------------------|---------------------------------|----------------------|-------------------|------|-----------|--|
|                       |   | \$2,024.00                         | \$816.00                       | \$252.00                  | \$72.00                   | \$402.63         | \$41.25               | \$41.25                         | \$47.03                  | \$47.03                         | \$105.57             | \$208.18          |      |           |  |
|                       |   | 400                                | <del>6</del>                   | <del>1</del> 00           | 400                       | 1                | 11                    | 11                              | 11.75                    | 1375                            | 204                  | 13.75             |      |           |  |
|                       |   | \$5.06                             | \$2.04                         | \$0.63                    | \$0.18                    | \$402.63         | \$3.75                | \$3.75                          | \$3.42                   | \$3.42                          | \$0.51               | \$15.14           |      |           |  |
|                       | - | ц                                  | 冼                              | Ŗ                         | Ъ                         | <b>⊴</b>         | 5                     | Ծ                               | 5                        | ર્ટ                             | CYM                  | کر<br>ا           | ·    |           |  |
| I Appi upi la la sks. |   | 4" Cast In Place Concrete Sidewalk | For Quantities 100 to 500, Add | 4" Crushed Aggregate Base | For Quantities Under 1000 | Mobilize Backhoe | Excavation by Backhoe | For Quantities Under 20 CY, Add | Loading Excess Materials | For Quantities Under 20 CY, Add | Hauling to Dump Site | Landfill Dump Fee |      |           |  |
| יוירוממב און אלי      |   | 32 16 23 00-0002                   |                                | 32 11 16 00-0015          |                           | 01 71 13 00-0003 | 31 23 16 36-0006      |                                 | 31 23 16 36-0028         |                                 | 01 74 19 00-0029     | 01 74 19 00-0021  |      |           |  |

Include All Appropriate Tasks:

\* Sample only

Compare these prices

# UNDERSTANDING THE CONSTRUCTION TASK CATALOG®

## **NON PRE-PRICED WORK**

- Contractor must demonstrate the use of Non Pre-priced Task
- Three (3) Quotes on vendors' or subcontractors' letterhead
- Justification for less than three (3) Quotes
- Contractor is paid the amount in the following formula:
- The final price submitted for Non Pre-priced Tasks shall be according to the following formula: Ŧ
- **.E** Direct Labor Rate without fringes (for Trades not Construction Task Catalog®) ∥ ≮
- Direct Material Costs (supported by three supplier quotes) ii B
- <u></u> Direct Equipment Costs (for Equipment not Construction Task Catalog<sup>®</sup>) " 0

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

For Work Performed with by <u>Subcontractors:</u> D = Subcontractor Costs (supported by three Subcontractor (setoup **Total Cost of Non Pre-Priced Task** = (A+B+C+D) x Non Pre-priced Adjustment Factor

| Recommended Method                             | Alternative Method                                      |
|--|---|
| Use Historical Project Data                    | <ul> <li>Create a Representative</li> </ul>             |
| <ul> <li>Select a Completed Project</li> </ul> | Project   |
| You Know Scope and Direct                      | <ul> <li>Create a Scope of Work</li> </ul>              |
| <ul> <li>Price Project From CTC</li> </ul>     | <ul> <li>Get Sub Quotes or Estimate<br/>Cost</li> </ul> |
| <ul> <li>Add on Overhead and Profit</li> </ul> | Price Project From CTC                                  |
| Calculate the Adjustment Factor                | Add on Overhead and Profit                              |
|  | <ul> <li>Calculate the Adjustment<br/>Factor</li> </ul> |
|  |   |
|  |   |
|  |   |
|  |   |

# 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

|  |  |     |                 | a di la di l | ALANCE ALANCE              | 111112<br>Care                   |             | Printing          |             |             |                        | 1 MARE           |         |
|--|--|-----|-----------------|--|----------------------------|----------------------------------|-------------|-------------------|-------------|-------------|------------------------|------------------|---------|
| Annual State Contract States C | proposel attribution to evaluate this price proposel. This price proposel - all informetion and data - is Confidential and |     |                 |  |                            | From: Contractor Project Manager | \$48,911.43 | \$8,748.46        | \$15,845.80 | \$14,986.76 | \$89,491.65            | Carlowers Carlos |         |
|  | or s mice moposal summary- category  |     | 123 Contracting | stue: \$89,491.65  | ame: Sample Price Proposal |                                  |             | rdware:           |             |             | posai Totai            |                  | · · · · |
| Job Order Contract<br>Contractor's De  |  | The | Contractor:     | Proposal Value:  | Proposal Name:             | To: Project Manager              | Boller:     | Doors & Hardware: | Lighting:   | Plumbing:   | Project Proposal Total |                  |         |

| CALCULATING THE              | · ·          | BID – CTC PRICE vs. CONTRACTOR COSTS             | ACTOR COSTS                  |
|------------------------------|--------------|--|------------------------------|
| Direct Cost of Work from     | from         | Direct Cost of Work from                         | Work from                    |
| Replace Boiler               | \$ 48,911.43 | Cuotes or Estimates     Replace Boiler     S 47, | <b>nates</b><br>\$ 47,500.00 |
| Doors and Hardware           | \$ 9,748.46  | Doors and Hardware                               | \$ 9,250.00                  |
| <ul> <li>Lighting</li> </ul> | \$ 15,845.00 | <ul> <li>Lighting</li> </ul>                     | \$ 16,750.00                 |
| Plumbing                     | \$ 14,986.76 | Plumbing   | \$ 12,500.00                 |
| TOTAL =                      | \$ 89,491.65 | TOTAL =  | \$ 89,000.00                 |
| ·                            |              |  |                              |
|                              | -            |  |                              |
|                              |              |  |                              |

CALCULATING THE BID – PUTTING IT ALL TOGETHER

| \$89,000.00                     | \$ 8,900.00   | \$97,900.00           | \$ 9,790.00 | \$107,690.00                   | \$89,491.65    |
|---------------------------------|---------------|-----------------------|-------------|--------------------------------|----------------|
| Direct Cost of Work from Quotes | Overhead 10%* | Subtotal (Cost & O/H) | Profit 10%* | Subtotal (Cost & O/H & Profit) | Price From CTC |
| A.                              | ы.<br>С       | ·ن                    | Ū.          | ய்                             | ц.             |

## Adjustment Factor (= E / F) = 1.2034

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

## CALCULATING THE BID – THE BID FORMS

### **PROPOSED ADJUSTMENT FACTORS:**

. The Contractor shall perform all Work required, necessary, proper for or incidental to completing the Work called for in each individual Job Order issued under this Contract using Book 4 - Construction Task Catalog<sup>®</sup> for General Construction (CTC) and Technical Specifications incorporated herein with the following adjustment factors:  Normal Working Hours Adjustment Factor: Contractor shall perform any or all functions called for in the Contract Documents during Normal Working Hours in the quantities specified in individual Job Orders against this Contract for the Unit Prices specified in Book 4 - Construction Task Catalog<sup>®</sup> (CTC) multiplied by the Adjustment Factor of:

### 1.2034

\* Sample only

(Specify to four (4) deciment pinces)

2. Other Then 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<sup>®</sup> (CTC) multiplied by the Adjustment Factor of.

### 1.2685

(Specify to four (4) decimal places)

 Non Pre-priced Adjustment Factors. 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)

 <u>Award Criteria Figure</u>: 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)

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

CALCULATING THE BID – THE BID FORMS

BIDDER NAME:

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

### QUESTIONS?



TONI PRECKWINKLE PRESIDENT

> Cook County Board of Commissioners

RICHARD R. BOYKIN

### 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. <u>Acknowledgement</u>:

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

### C. <u>Responses to Questions:</u>

 Question: With reference to Amendment 1, Attachment 4, IB-32 Coalition of Unionized Public Workers: does this mean that a GC must actually join the/a union for this project? Usually we agree to pay prevailing wage or Davis-Bacon standards. The last three lines appear to require that any firm working on the JOC must sign a labor agreement. We don't mind hiring union workers or paying the wages as prescribed if everyone must pay the same scale, but we are not interested in being forced to join a union. Please clarify

<u>Answer</u>: For the purposes of this project, it may be necessary for the prime contractor to be a signatory or become a signatory of either the Coalition of Unionized Public Workers (COUPE) labor agreement or the labor agreement of another trade union located within Cook County.

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

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

## CONTRACTOR ADJUSTMENT FACTORS

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

| UNIT PRICE        | UNIT PRICE        | UNIT PRICE        |
|-------------------|-------------------|-------------------|
| ×                 | ×                 | ×                 |
| <b>QUANTITY</b>   | QUANTITY          | <b>QUANTITY</b>   |
| ×                 | ×                 | ×                 |
| ADJUSTMENT FACTOR | ADJUSTMENT FACTOR | ADJUSTMENT FACTOR |
| \$1               | 11                | 11                |
| TOTAL FOR TASK    | TOTAL FOR TASK    | TOTAL FOR TASK    |

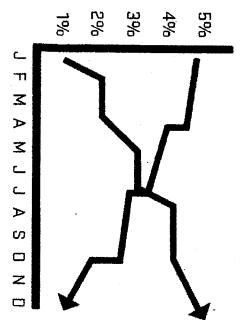
TOTAL JOB ORDER PRICE

## CONTRACTOR ADJUSTMENT FACTORS

## Annual Price Adjustment

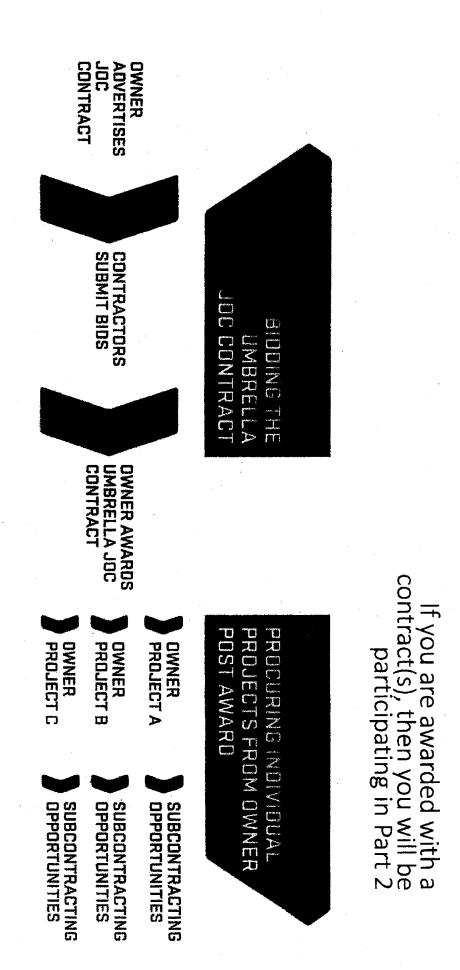
- Applied annually on the JOC's Anniversary Date
- Based on CCI (Chicago) published by Engineering News Record
- Calculation (Based on Bid Due Date)
- Average CCI for Current Year Average CCI for Base Year П The % Increase or Decrease in **Construction Costs**
- Percentage x Original Adjustment Factors = New Adjustment Factors for Next Year
- Other Than Normal Working Hours
   NPP Adjustment Factors are Fixed for the Duration of the Contract

**Normal Working Hours** 



## **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



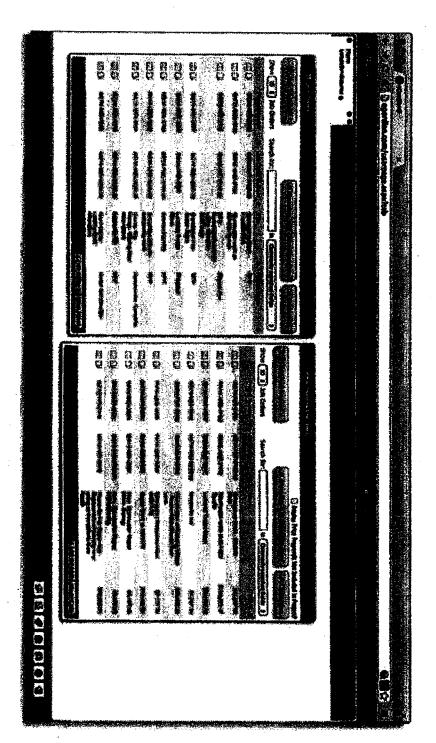
JOC Process –Part 2



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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



Internet Based Software Provided with Contract eGordian<sup>®</sup> Software Automates the Proposal Process

eGordian Software

## **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

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

Address:

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

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

## **BID SUBMISSION**

### DOCUMENT SUBMITTAL CHECKLIST

Three originates 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.

- **Bid Form 1 Schedule of Prices**
- Bid Form 2 Determination of the Award Criteria Figure

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- Signed Proposal Agreement
- Surety Statement of Qualification for Bonding
- បា MBE/WBE/DBE/SBE Commitment Form
- 9 Contractor Certifications Regarding Labor Standards and Prevailing Wage Rates
- $\mathbf{N}$ **Bid Deposit Form**
- Statement of Relevant Experience

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- φ County of Cook Office of Contract Compliance Affidavit of Joint Venture - MBE/WBE (in applicable)
- ð Machanical License(s) (Required for Mechanical Construction Cantanat Only)

\* See Handout

- 1 Electrical License(s) (Required for Beckhoal Construction Contract Unit)
- Ñ MBE/WBE/DBE/SBE Participation Plan
- ដ្ Affidavit of Small Business Requirement (Required for see Contracts Only)
- 14 **Responsible Bidder Requirement**
- į, **Confidentiality** Form
- 5 Key Personnel
- 7 Veteran's Preference For VBE and SDVBE (#applicable)
- , j Affidavit Veteran's Workplace Preference and Public Work Contracts (# appRoable)
- Economic Disclosure Statement

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- \_\_Section 2 Certifications
- Section 3 Required Disclosures

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- \_\_ Cook County Affidavit of Child Support Obligations
- 2 Cook County Disclosure of Ownership Interest Statement
- ي Swom Familial Relationship Disclosure Form
- Section 4 Contract and Economic Disclosure Statement Execution Pages
- \_\_\_\_\_\_Section 5 Cook County Signature Page (To be left blenk County to complete leter)
- 2 Certified Certificate of Eligibility (Required for Highwaystite Work Contract Only)
- 21, SWOM Alfidavit of Availability (Required for Highney/Site Work Contract Only)

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## **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

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JEFFREY R. TOBOLSKI 16th District

ELIZABETH ANN DOODY GORMAN 17th District OFFICE OF THE CHIEF PROCUREMENT OFFICER SHANNON E. ANDREWS

CHIEF PROCUREMENT OFFICER

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

### ADDENDUM NO. 4

### July 8, 2015

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

for Department of Capital Planning & Policy

### Contract No. 1555-14475

### To: Interested Vendors of Record

### A. <u>General</u>:

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

### B. <u>Acknowledgement</u>:

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

### C. Attachments:

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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 115
- Attachment 11: Book 1 Revised Page 115B
  Attachment 12: Book 1 Revised Page 119B
- Attachment 12. Dook 1 Revised Page 1 19
- Attachment 13: Book 1 Revised Page 123B

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

### D. Changes:

- 1. Change #1 Replace Page 2A of Book 1 Solicitation Package with Attachment 1, Revised Page 2B. Bid due date extended from July 10, 2015 to July 24, 2015.
- Change #2 Replace Page 79A of Book 1 Solicitation Package with Attachment 2, Revised Page 79B. Revised bid due date.
   Change #3 Replace Page 83A of Book 1 Solicitation Package with Attachment 3, Revised Page 83B. Revised bid due date.
   Change #4 Replace Page 87A of Book 1 Solicitation Package with Attachment 4, Revised Page 87B. Revised bid due date.
   Change #5 Replace Page 91A of Book 1 Solicitation Package with Attachment 5, Revised Page 91B. Revised bid due date.
   Change #6 Replace Page 95A of Book 1 Solicitation Package with Attachment 6, Revised Page 95B. Revised bid due date.
   Change #7 Replace Page 99A of Book 1 Solicitation Package with Attachment 7, Revised Page 99B. Revised bid due date.
   Change #8 Replace Page 103A of Book 1 Solicitation Package with Attachment 8, Revised Page 103B. Revised bid due date.
   Change #8 Replace Page 107A of Book 1 Solicitation Package with Attachment 9, Revised Page 103B. Revised bid due date.
   Change #10 Replace Page 111A of Book 1 Solicitation Package with Attachment 10, Revised Page 111B. Revised bid due date.
   Change #11 Replace Page 115A of Book 1 Solicitation Package with Attachment 11, Revised Page 115B. Revised bid due date.
   Change #12 Replace Page 119A of Book 1 Solicitation Package with Attachment 12, Revised Page 119B. Revised bid due date.
   Change #13 Replace Page 119A of Book 1 Solicitation Package with Attachment 13, Revised Page 119B. Revised bid due date.

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

### Attachment 1

### Cook County

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

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

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

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

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

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

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

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

BIDS ARE DUE AND MUST BE DEPOSITED IN THE BID BOX AT ROOM 1018, COUNTY BUILDING LOCATED AT 118 N. CLARK STREET, CHICAGO, ILLINOIS 60602 NO LATER THAN 10:00 A.M. CST ON FRIDAY, JUNE 26, 2015 JULY 10, 2015: JULY 24, 2015.

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

BY ORDER OF THE BOARD OF COMMISSIONERS OF COOK COUNTY

TONI PRECKWINKLE, COOK COUNTY PRESIDENT

SHANNON E. ANDREWS, COOK COUNTY CHIEF PROCUREMENT OFFICER

May 2015

### ADVERTISEMENT FOR BIDS

2 B

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### BID DUE DATE

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

### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

BIDDER NAME:

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

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

### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

### BIDDER NAME:

### **SECTION 5 - BID FORMS**

83B

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### BID DUE DATE

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

### ADDENDUM RECEIPT

. .

11 . . .

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

### BIDDER NAME:

### **SECTION 5 - BID FORMS**

87B

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### BID DUE DATE

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

### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

BIDDER NAME:

Pre-priced Task as determined in Article II.B, JOC General Conditions contained in Book 2.

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### **BID DUE DATE**

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

### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

BIDDER NAME:

### **SECTION 5 - BID FORMS**

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

(Specify to four (4) decimal places)

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

(Specify to four (4) decimal places)

### BID DUE DATE

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

### ADDENDUM RECEIPT

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

| Addendum No | Date: |
|-------------|-------|
| Addendum No | Date: |
| Addendum No | Date: |
| Addendum No | Date: |

### **BIDDER NAME:**

May 2015

### **SECTION 5 - BID FORMS**

99B



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 6 Conited Diamais

### Department of Capital Planning & Policy

### Contract No. 1555-14475

### To: Interested Vendors of Record

### A. <u>General</u>:

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

### B. <u>Acknowledgement</u>:

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

### C. Attachments:

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

 Attachment 1: Book 1 - Section 7 Exhibit M – Coalition of Unionized Public Employees (C.O.U.P.E) Trades – Page 235 – 255.

### D. Changes:

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

**ORIGINATED BY:** 

ORIGINATED BY: Danuta Rusin Senior Contract Negotiator

SHANNON E. ANDREWS CHIEF PROCUREMENT OFFICER

### Exhibit M - Coalition of Unionized Public Employees (C.O.U.P.E.) Trades

### APPENDIX A

### Architectural & Ornamental Iron Workers' Union, Local #63

| JOB CODE | TITLE RBPRESENTED                 | 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 Looksmith                  | \$42.90/hr. | 06-01-13       |

UNION:

BY:

Architectural & Omamental Iron Workers' Union, Local 63

Larry McNiff, Business Manager

### **SECTION 7 - EXHIBITS**

| JOB CODE | TITLE REPRESENTED                       | WAGE RATE | EFFECTIVE DATE |
|----------|---|-----------|----------------|
| 2317     | Carpenter                               | \$42.52   | 06-01-13       |
| 2318     | Carpenter Foreman                       | \$45.02   | 06-01-13       |
| 2321     | Lather                                  | \$42,52   | 06-01-13       |
| 2364     | Upholsterer                             | \$34.01   | 06-01-13       |
| 2366     | Maintenance Worker                      | \$24.92   | 06-01-13       |
| 2367     | Maintenance Worker Foreman              | \$26.09   | 06-01-13       |
| 1404     | Building & Zoping Inspector I           | \$42.52   | 06-01-13       |
| 1415     | Building & Zoning Inspector II          | \$42.52   | 06-01-13       |
| 1412     | Fire Prevention Inspector               | \$42.52   | 06-01-13       |
| 1402     | Building & Construction Plan Examiner 1 | \$42.52   | 06-01-13       |
| 1420     | Zoning Plan Examiner 1                  | \$42.52   | 06-01-13       |

APPENDIX A

Chicago and Northcast Illinois District Council of Carpenters, Local 13

UNION:

Chicago Regional District Council of Carpenters

BY:

Frank T. Libby, Executive Secretary Freasurer

BY:

Com F. J

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

### APPENDIX A

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

| IOB CODE | TITLE REPRESENTED          | WAGE RATE | EFFECTIVE DATE |
|----------|----------------------------|-----------|----------------|
| 2348     | Chief Plumbing Inspector   | \$51.99   | 06-01-13       |
| 2350     | Plumber                    | \$46,05   | 06-01-13       |
| 2352     | Plumber Foreman            | \$48.05   | 06-01-13       |
| 2353     | Plumbing hispector/Foreman | \$48.05   | 06-01-13       |
| 2349     | Plumbing Plan Examiner     | \$48.05   | 06-01-13       |

UNJON:

Chicago Journeyman Plumbers Union, Local 139, UA

BY:

James 7. Cergne

### **SECTION 7 - EXHIBITS**

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

| JOB CODE | TITLE REPRESENTED | WAGE RATE | BFFECTIVE DATE |
|----------|-------------------|-----------|----------------|
| 2320     | Glazier           | \$40.00   | 6/1/13         |

UNION:

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

BY:

Terrence Fitzmaurice, Business Mannger

#### **SECTION 7 - EXHIBITS**

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

| JOB CODE | TITLE REPRESENTED |  | WAGE RATE | EFFECTIVE DATE |
|----------|-------------------|--|-----------|----------------|
|----------|-------------------|--|-----------|----------------|

| 2342 | Pipe coverer                 | \$46,95 | 06-01-13 |
|------|------------------------------|---------|----------|
| 2368 | Pipecoverer Foreman          | \$49.45 | 06-01-13 |
| 2388 | Pipecoverer Material Handler | \$35,21 | 06-01-13 |
| 2389 | Pipecoverer Pre-Apprentice   |         | Q6-01-13 |

UNION:

International Association of Heat & Frost Insulators and Asbestos Workers, AFL-CIQ, Local 17

Brian Glynn, Business Manager

**SECTION 7 - EXHIBITS** 

BY:

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

| - | JOB CODE | TITLE REPRESENTED | WAGE RATE | EFFECTIVE DATE |
|---|----------|-------------------|-----------|----------------|
|   | 2331     | Machinist.        | \$43,92   | 07-01-13       |
| į | 2339     | Machinist Foreman | \$46.42   | 07-01-13       |

UNION:

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

BY:

foseph M. Pijanowski, Directing Business Representative

#### International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers & Helpers, Local Lodge No. 1

| JOB<br>CODE | TITLE REPRESENTED      | WAGE RATE | EFFECTIVE DATE |
|-------------|------------------------|-----------|----------------|
| 2307        | Boilermaker/Blacksmith | \$42,13   | 7/1/13         |
| 2310        | Boilermaker/Welder     | \$42.13   | 7/1/13         |

UNION:

BY:

International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, Local Lodge 1

John Riel, Business Manager, Secretary-Treasurer

**SECTION 7 - EXHIBITS** 

| 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     | Électrical Plan Examiner                 | \$46.00   | 6/3/13         |
| 2324     | Electrician                              | \$43.00   | 6/3/13         |
| 2326     | Electrician Foreman                      | \$46.00   | 6/3/13         |
| 2379     | Telecommunications Electrician           | \$43.00   | 6/3/13         |
| 2378     | Telecommunications Electrical Foreman    | \$46.00   | 6/3/13         |

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

UNION:

International Brotherhood of Electrical Workers, Local 134

BY:

Terry Allen, Business Manager

) and BAm

BY:

Don Finn, Business Representative and Financial Recording Secretary

# 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   | 1/3/14         |

UNION:

International Union of Elevator Constructors, Local 2

 $\overline{\phantom{a}}$ Dan Baumann, Business Manager

.

BY:

| 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         |

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

UNION:

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

BY:

James Sweency, President and Business Manager

#### **SECTION 7 - EXHIBITS**

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

| JOB CODE | TITLE REPRESENTED | WAGE RATE | EFFECTIVE DATE |
|----------|-------------------|-----------|----------------|
| 2361     | Plasterer         | \$45.25   | 07-01-13       |

UNION:

BY:

Journeymen Plasterers Protective and Benevolent Society, Local 5

John A. Manley, Business Manager

#### **SECTION 7 - EXHIBITS**

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

| JOB CODE | TTTLE REPRESENTED  | WAGE RATE | EFFECTIVE DATE |
|----------|--------------------|-----------|----------------|
| 2354     | Painter            | \$40.75   | 6/1/13         |
| 2356     | Painter Foreman    | \$45.75   | 6/1/13         |
| 4008     | Painter Apprentice |           | 6/1/13         |
|          |                    |           |                |

UNION:

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

BY:

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Terrence Fitzmaurige, Business Manager

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

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

UNION:

Pipe Fitters Association, UA, Local 597

BY:

.

James Buchanan, Business Manager

Ç Harrison Mailey, Business Sepresentative

# BY:

# Sewer and Tunnel Miners Union, Local No. 2 Laborers' International Union of North America

| JOB CODE | TITLE REPRESENTED         | WAGERATE | EFFECTIVE DATE |
|----------|---------------------------|----------|----------------|
| 2392     | Laborer                   | \$37.00  | 6/1/13         |
| 2393     | Laborer I                 | \$37.00  | 6/1/13         |
| 2394     | Laborer II                | \$37.40  | 6/1/13         |
| 2396     | Laborer Foreman (Highway) | \$38,10  | 6/1/13         |
| 2395     | Laborer Foreman           | \$38.10  | 6/1/13         |
| 2363     | Plasterer Helper          | \$37,00  | 6/1/13         |

#### UNION:

Sewer & Tunnel Miners Union, Local 2 Laborers' International Union of North America

BY:

Douglas Binder, Secretary-Treasurer

| JOB CODE | TITLE REPRESENTED     | WAGE RATE | EFFECTIVE DATE |
|----------|-----------------------|-----------|----------------|
| 2340     | Tinsmith              | \$41.21   | 6/1/13         |
| 2341     | Tinsmith Foreman      | \$44.51   | 6/1/13         |
| 2225     | Ventilating Inspector | \$44.51   | 6/1/13         |

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

UNION:

Sheet Metal Workers' International Association, Local 73

BY:

Rocco Terranova, President and Business Manager

#### **SECTION 7 - EXHIBITS**

# Sign and Pictorial Painters Union, Local 830

| JOB CODE | TITLE REPRESENTED      | WAGE RATE | EFFECTIVE DATE |
|----------|------------------------|-----------|----------------|
| ,        | ·                      |           |                |
| 2359     | Sign Painter (Shopman) | \$35.29   | 06-18-2014     |

UNION:

1 Terrence Fitzmaurice, Ensiness Manager

Sign and Pictorial Painters Union, Local 830

BY:

# **SECTION 7 - EXHIBITS**

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

| JOB CODE | TITLE REPRESENTED       | WAGE RATE | EFFECTIVE DATE |
|----------|-------------------------|-----------|----------------|
| 2381     | Motor Vehicle Driver I  | \$34,51   | 06-01-14       |
| 2382     | Motor Vehicle Driver II | \$35.16   | 06-01-14       |
| 2371     | M.V.D. (Road Repairman) | \$34,51   | 06-01-14       |

State & Municipal Teamsters, Chauffeurs & Helpers Union, Local 700 UNION: BY:

## Administrative District Council #1 of Illinois

#### JOB CODE TITLE REPRESENTED

#### WAGE RATE

**EFFECTIVE DATE** 

| 2311 Brick | laver         | \$41.58 | 6/1/13  |
|------------|---------------|---------|---------|
| 2312 Brick | layer Foreman | \$45.74 | 6/ 1/13 |
| 2431 Marto | le Polisher   | \$30.52 | 6/1/13  |

Administrative District Council #1 of Illinois UNION: James Allen, President

BY:

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

253

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

| JOB CODE | TILLE 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:

N: 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 | TITLE REPRESENTED | WAGERATE | EFFECTIVE DATE |  |
|----------|-------------------|----------|----------------|--|
| 2431     | Marble Polisher   | \$30.52  | 6/1/13         |  |

UNION;

Administrative District Council #1 of Illinois

BY:

James Allen, President

Mike Lowery, Secretary-Treasurer

SECTION 7 - EXHIBITS