

Vendor No. _____

Contract No. _____



INVITATION FOR BID (IFB)

REQUIRED FOR USE BY THE HOUSING AUTHORITY OF COOK COUNTY

SPECIFICATION NO.: 2016-100-025

ELEVATOR MAINTENANCE, PARTS AND REPAIR SERVICES

CONTACT PERSON: Deborah O'Donnell, Procurement Manager

PHONE: (312) 542-4725, **E-MAIL:** dodonnell@thehacc.org

**INTERESTED BIDDERS ARE TO EXECUTE AND SUBMIT ONE (1) COMPLETE
ORIGINAL BID PACKAGE AND TWO (2) COPIES**

ALL BIDS AND OTHER COMMUNICATIONS MUST BE ADDRESSED AND RETURNED TO:

HOUSING AUTHORITY OF COOK COUNTY
PROCUREMENT DEPARTMENT
175 WEST JACKSON BOULEVARD, SUITE 350
CHICAGO, ILLINOIS 60604
ATTENTION: DEBORAH O'DONNELL

Bids must clearly indicate the name of the project, "**Elevator Maintenance, Parts and Repair Services**", the Specification Number "**2016-100-025**" and the time and date specified for receipt. The name and address of the Bidder must be clearly printed on all correspondence. Respondent must **NOT** scan or otherwise reproduce this document in any way. Bids will be accepted at the Housing Authority of Cook County, until **2:00 p.m., September 30, 2016**.

**RICHARD MONOCCHIO
EXECUTIVE DIRECTOR**

LEGAL ADVERTISEMENT NOTICE

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1. DEFINITIONS

Wherever applicable in this Invitation for Bid (IFB), the following terms, or pronouns in place of them, or abbreviations are used; the interpretation and meaning shall be interpreted as follows:

- “Attachments” means all exhibits attached hereto and/or incorporated by reference herein;
- “Authority” means the Housing Authority of Cook County;
- “Authority Representative” means the person or persons authorized by the Authority to act on behalf of this Invitation for Bid;
- “Authority Website” means www.thehacc.org;
- “Bid” as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents;
- “Bid Bond” means a bond, deposit or guarantee issued by a surety company to ensure bidder will accept and perform the work under the contract terms, including attempting to withdraw or otherwise not fulfill the contract.
- “Bid Date” means the calendar day by which bids must be received by the Authority;
- “Bid Time” means the time by which bids must be received by the Authority;
- “Bidder” means an entity that submits a bid;
- “Business Day” means Monday through Saturday, excluding Sunday or legal holidays in accordance with the world-wide accepted business calendar;
- “Calendar Day” means Sunday through Saturday, excluding legal holidays in accordance with the world-wide accepted calendar;
- “Contact Person” refers to Contractor's management level personnel who will work as liaison between the Authority and the Contractor and be available to respond to any problems that may arise at a work site;
- “Contract” means a formal written contract between the Authority and a Responsive and Responsible Bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
- “Contractor” refers to the person, firm, entity or corporation who is awarded this contract;
- “Contract Documents” are herein as incorporated into the Contract before its execution, and all as may be amended, modified, revised in accordance with the terms hereof;
- “Contracting Officer” means an official authorized by the Executive Director to enter into and/or administer contracts and make related determinations and findings.
- “Deliverables” means any Work/Services provided or performed, documents, reports, information, etc. to be provided by the Contractor to the Authority;
- “Director” refers to the Director of Procurement Services, for the Housing Authority of Cook County, and any representative duly authorized in writing to act on the Director's behalf;

“Executive Director”	refers to the Executive Director of the Housing Authority of the Cook County, and any representative duly authorized in writing to act on the Executive Director's behalf;
“HACC”	refers to the Housing Authority of Cook County;
“Force Majeure Event”	means events beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of the Contractor which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Contractor has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);
“Holidays”	means the following days in accordance with the Authority; New Year’s Day, Dr. Martin Luther King Jr.’s Birthday, Lincoln’s Birthday, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day;
“Invitation for Bids”	a formal request to prospective vendors soliciting price quotations or bids;
“Payment and Performance Bond”	means a bond or guarantee that Contractor has successfully completed the work and that subcontractors and suppliers have been paid.
“Pre-Bid Conference”	means the day scheduled by the Authority to discuss requirements under this Invitation for Bid;
“Proposal”	as used herein refers to the Contractor prepared document quoting a firm fixed price or unit price for performance of the Work, including all Contractor schedules and signatory documents required to be completed in accordance with the requirements of the Contract Documents, also known as the ‘Bid’;
“Purchase Order”	means a formal written contract between the Authority and the lowest responsive and responsible Bidder to undertake the Services, including all exhibits attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made from time to time in accordance with the terms hereof;
“Reporting Formats”	means the appearance in which a report is submitted by the Contractor to the Authority;
“Respondent”	refers to the person, firm, entity or corporation who is submitting a response to the subject solicitation and or awarded this contract:
“Service Start Date”	means the first day services are to begin.
“Service End Date”	means the last day services are to be completed and invoiced.
“Service Location”	refers to the location where the product or service is to be provided by the Contractor;
“Services”	means the services to be performed by the Contractor hereunder, including provision of all labor materials, equipment, supplies and other incidentals necessary or convenient to the successful completion of the work;
“Subcontractor”	means any person or entity with whom the Contractor contracts to provide any part of the Work, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor;
“Supervisor”	refers to Contractor’s management level personnel who will work as liaison between the Housing Authority of Cook County;

“Vendor” refers to the person, firm, entity or corporation who submits a bid or quotation;

Unless a contrary meaning is specifically noted elsewhere, words as required, as directed, as permitted, and similar words mean that requirements, directions of, and permission of the Executive Director, are intended; similarly the words approved, acceptable, satisfactory, or words of like imports, will mean approved by, acceptable to, or satisfactory to the Executive Director. The words necessary, proper, or words of like import as used with respect to extent of Work specified will mean that Work must be conducted in a manner, or be of character which is necessary or proper in the opinion of the Executive Directors’ judgment in such matters will be considered final and incontestable by the Contractor.

Wherever the imperative form of address is used, such as provide equipment required it will be understood and agreed that such address is directed to the Contractor.

2. TERMS AND CONDITIONS

2.1 DOWNLOADABLE DOCUMENTS

Bidders may download a bid solicitation from the Housing Authority of Cook County (HACC) website at <http://www.thehacc.org>, under About HACC, Procurement, instead of obtaining the hard copy bid solicitation from HACC, however, the proposer/bidder is responsible for checking the HACC website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the HACC website will not relieve the bidder from being bound by any additional terms and/or conditions in the clarification and/or addenda. HACC will not be responsible for bidder's failure to consider additional information contained therein in preparing the bid.

Note: Multiple clarifications and/or addenda may be issued in which the proposer/bidder is responsible for obtaining.

Any harm to the proposer/bidder resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this bid solicitation.

2.2 PREPARATION OF BID

The bidder must prepare the bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, must be correctly filled in. Either a unit price or a lump sum price, as the case may be, must be stated for each line item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary must execute the bid and the Corporate seal must be affixed. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Chief Procurement Officer must be submitted.

If bidder is a sole proprietorship, the sole proprietor must execute the bid. A "Partnership", "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which located, as provided in 805 ILCS 405 (1992).

Bids must be submitted with original signatures in the space provided on the appropriate Bid Execution Page and wherever else original signatures are required. Bids not properly signed and notarized shall be rejected.

2.3 LATE BIDS

Bids received subsequent to the date and hour shown for bid opening **SHALL NOT BE ACCEPTED OR CONSIDERED** and shall be returned to the bidder/proposer.

2.4 SUBMISSION OF BIDS

All prospective bidders must submit bids and bid deposits (if required) enclosed in sealed envelope(s) addressed to: Housing Authority of Cook County, Procurement Department, 175 W. Jackson Boulevard, Room 350, Chicago, Illinois 60604 and **MUST** carry the following information on the face of envelope: Bidder's Name, Address, Specification Name, Specification Number, date and hour designated for bid opening as shown on the legal advertisement. If more than one envelope shall be used to deliver the bid (i.e. brown Kraft envelope inside a Federal Express envelope) then both envelopes **MUST** clearly indicate the required information.

Where bids are sent by mail to 175 West Jackson Boulevard, Suite 350, Chicago, Illinois 60604, Bidders shall be responsible for their delivery to the Procurement Department before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, bids thus delayed will not be accepted.

2.5 DOCUMENTS TO BE COMPLETED AND SUBMITTED BY BIDDER

All pages contained herein are considered original Contract documents and must be submitted as such when submitting a bid.

Bidder must fully complete, sign, notarize and submit as part of your bid all documents incorporated herewith. Incomplete bids are subject to rejection.

Note: Bidder must acknowledge any Addendums at the top of the appropriate Bid Execution Page.

2.6 WITHDRAWAL OF BIDS

Bidders may withdraw their bids at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder will withdraw or cancel its bid for a period of sixty (60) calendar days after said advertised closing time for the receipt of bids nor must the successful bidder withdraw or cancel or modify his bid after having been notified by the Director that said bid has been accepted by HACC. HACC reserves the right to withhold and deposit, as liquidated damages and not a penalty, the bid deposit of any bidder requesting withdrawal, cancellation or modification of its bid prior to the stated period for acceptance of bid.

Where this Contract will be approved by another agency, such as the Federal Government or State of Illinois, then the bidder will not withdraw or cancel or modify its bid for a period of ninety (90) calendar days after said advertised closing time for the receipt of bids.

2.7 INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the specifications or other Contract documents, a written request for an interpretation thereof may be submitted to the Director. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the Director. A copy of such addendum will be mailed, faxed, electronically mailed or delivered to each person receiving a set of such Contract documents and to such other prospective bidders as will have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of bid. Bidder must acknowledge receipt of each addendum issued in the space provided on the appropriate Bid Execution Page. Oral explanations will not be binding.

2.8 LIABILITY

Contractor will assume entire liability for any and all damages or injury caused by or to Contractor's workmen while engaged in the execution of this Contract.

2.9 INDEMNIFICATION

Contractor must defend, indemnify, keep and hold harmless HACC, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

1. injury, death or damage of or to any person or property;
2. any infringement or violation of any property right (including any patent, trademark or copyright);
3. failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any Subcontractor;
4. the Housing Authority of Cook County's exercise of its rights and remedies under this Contract; and
5. injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

"Losses" means, individually and collectively, liabilities of every kind, including Losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Contractor, its employees, agents and Subcontractors.

At the HACC's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but HACC has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of HACC, if the settlement requires any action on the part of HACC.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). HACC, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend HACC are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

2.10 CERTIFICATION OF PROPOSER REGARDING DEBARMENT SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three (3) year period preceding this bid been convicted of or had civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification: and
- d. Have not within a three (3) year period preceding this bid had one (1) or more public transaction (Federal, State or Local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this certification.

The Contractor certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C sections 3801 et seq. are applicable thereto.

2.11 CERTIFICATION REGARDING LOBBYING

The Contractor hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2.12 NON-COLLUSION, BRIBERY OF A PUBLIC OFFICER OR EMPLOYEE

No person or business entity shall be awarded a Contract or subcontract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of HACC, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct. One business entity will be chargeable with the conduct of an affiliated agency.

Ineligibility under this section will continue for a minimum of three (3) years following such conviction or admission. The period of ineligibility may be increased, reduced, suspended, or waived by the Executive Director under certain specific circumstances. The Director will issue a written decision and send it to the Contractor by mail. The decision of the Director is final and binding. The sole and exclusive remedy to challenge the decision of the Director is judicial review by means of a common law writ of certiorari.

2.13 RESTRICTIONS

No member, officer, or employee of the HACC or former member, or employee of the HACC who ceased to be a member, officer or employee within one (1) year shall voluntarily acquire any interest, direct or indirect, in any property included or planned to be included in any Authority project, or in this Contract or any subcontract relating to any project. If any such person voluntarily acquired any such interest or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the HACC. Upon any such disclosure a member, officer, or employee shall not participate in any action by the HACC relating to the property or Contract in which he/she may have any such interest.

2.14 CONFLICTS OF INTEREST

No employee, officer, or agent of the HACC participated in the selection, or in the award or administration of the Contractor's Agreement with HACC, which would involve a conflict of interest, real or apparent. A conflict would arise when (i) a HACC employee, officer or agent, (ii) any member of his or her immediate family, (iii) his or her parents, (iv) his or her business associates, or (v) an organization that employs, or is about to employ, any of the foregoing, receives a payment from the Contractor or any affiliate thereof, or has a financial or other interest in the Contractor or the Contractor's Agreement with HACC.

Contractor shall not enter into any Contract, subcontract or agreement with any officer, agent or employee of HACC during his or her tenure not for one (1) year thereafter shall any officer, agent or employee of HACC have any interest, direct or indirect, in the Contract Agreement including the proceeds thereof.

2.15 GENERAL CONTRACTOR

Any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building as defined in section 13-4-010 or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air conditioning or carpentry. The term includes nonresident general contractors who do business within the County of Cook and developers of conversion condominiums as defined in the Condominium Property Act, as amended.

“Nonresident general contractor” means any general contractor who is not domiciled in the Cook County and has not maintained a permanent place of business or residence in the Cook County for at least six (6) months.

2.16 GENERAL CONTRACTOR LICENSE REQUIREMENT

No person shall own, operate, conduct, manage, engage in, maintain or carry on the business of general contractor without first having obtained a general contractor license. The general contractor license shall be in addition to any other license required by law, including, but not limited to, the home repairs license and the excavators licensed if applicable.

2.17 EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

In the event of the Contractor’s noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission’s Rules and Regulation for public Contracts may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be cancelled or voided, in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are under-utilized and will take appropriate affirmative action to rectify any such under-utilization.
- b. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission’s Rules and Regulations for Public Contract) of minorities and women in the area(s) from which it may be reasonably recruit, and it will hire for each job classification for which employee are hired in such a way that minorities and women are not under-utilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, will state that applicants will be afforded equal opportunity without discrimination because of race, religion, sex, nation’s origin or ancestry.

- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractors in its effort to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency, and will recruit employees from other sources when necessary to fulfill its obligations hereunder.
- e. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects, comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- f. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigating to ascertain compliance with the Illinois Fair Employment Practices Act and the Commissions Rules and Regulations for Public Contracts.
- g. That it include verbatim or by reference the provisions of paragraph a through g of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contract so that such provisions will be binding upon every such contractor; and that it will also include the provisions of paragraph a, e, f, and g in every supply subcontract as defined in section 2.10(a) of the Commissions Rules and Regulations for Public Contract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commissions in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and thereof ineligible for contract or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

As used in this certificate, the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplied and services. If this certificate is submitted as part of a bid, the term "Seller" shall deemed to refer to the Bidder, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contract/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies to HACC hereinafter referred to as the Buyer:

- A. **REPORTS:** Within thirty (30) calendar days after Buyer's award to Seller of any contract/subcontract and prior to March 31 thereafter during the performance of work under said subcontract, the Seller and File Standard Form 100 entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. **PRIOR REPORTS:** Seller, if is has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4(a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of executive order No. 11114, has filed all required compliance reports. Seller shall obtain similar representation indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity Clause.
- C. **CERTIFICATION OF NONSEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not require its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms, and wash rooms, restaurant and other

eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award for subcontracts exceeding Ten thousand dollars (\$10,000.00), which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES.** A certification on Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding ten thousand dollars (\$10,000.00), which is not exempt from the provision of the Equal Opportunity Clause. (Note: The penalty for making false statement in offers is prescribed in 18 U.S.C. 100).

- D. **AFFIRMATIVE ACTION COMPLIANCE PROGRAM:** Prior to one hundred twenty (120) calendar days after receipt of any subcontract in the amount of fifty thousand dollars (\$50,000.00) or more from Buyer, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his(her) establishments a written affirmative action compliance program as called for in 41 C.F.R. Part 60-1.40. Seller will also require its lower-tier subcontractors who have fifty (50) or more employees and receives a subcontract of fifty thousand dollars (\$50,000.00) or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish a written affirmative action compliance program in accordance with 41 C.F.R. Part 60-1.40.
- E. Seller certifies that it is not currently in receipt of any outstanding letter of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO regulations.

2.18 NON-DISCRIMINATION POLICY

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Housing Authority of Cook County does not discriminate in employment, contracts, or any other activity.

2.19 RESERVATIONS

Bidder must read and understand the solicitation and tailor its Offer and activities to ensure compliance. The Housing Authority of Cook County reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. The Housing Authority of Cook County may request a clarification; inspect Bidder's premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The Housing Authority of Cook County may request Best & Final Offers when appropriate. The Housing Authority of Cook County will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the Housing Authority of Cook County. This competitive process requires that the Bidder provide additional information and otherwise cooperate with The Housing Authority of Cook County. If the Bidder does not comply with requests for information and cooperate, The Housing Authority of Cook County may reject bidder's Offer. Bidder has no right to an award by submitting an Offer, nor does Bidder have the right to a contract based on The Housing Authority of Cook County posting Bidder's name in Tabulation of Bids. The Housing Authority of Cook County shall not be responsible for and will not pay any costs associated with the preparation and submission of Bidder's Offer. If Bidder is the awardee, Bidder shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the Director of Procurement.

2.20 BASIS OF AWARD

A Contract will be awarded for Elevator Maintenance, Parts and Repair Services based on the Lowest Total Bid Price per Region proposed by a responsive and responsible bidder meeting the terms and conditions of the specification. The Total Extended Bid Price will be determined by the following:

For the Monthly Maintenance Service - Multiply the Estimated Usage by the Unit Price multiplied by the twenty-four (24) month initial Contract term to determine the Extended Price for each line. (Example below)

Line Item	Commodity Code	Description	UOM	Estimated Quantity (# of Elevators)	Monthly Unit Price	Multiplied by Contract Term	Extended Price
1	9101320301	Maintenance, Elevators -Hydraulic Passenger, Low Rise Elevator	Each	30	\$ 250.00	24 month	\$ 180,00.00

For Parts - Multiply the Estimated Usage by the Mark-up Percentage plus the Estimated Usage to determine the Extended Price.

Line Item	Commodity Code	Description	UOM	Estimated Quantity	Mark-up %	Extended Price
2	91013.98	Elevator Parts - Mark-up over Cost Price	Mark-up	\$ 250,000.00	4%	\$ 260,000.00

For Labor- Multiply the Estimated Usage by the Unit Price to determine the Extended Price. (Example below)

Line Item	Commodity Code	Description	UOM	Estimated Quantity	Unit Price	Extended Price
3	9101359020	Repair, Elevators - Mechanic Labor Rate, Straight Time (any eight (8) hours worked Monday-Saturday from 6 A.M. to 6 P.M.)	Hour	2,500	\$ 120.00	\$ 300,000.00

Each Extended Price line will be added up to determine the Total Extended Bid Price.

Bidders must quote all items specified. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected. The Contractor’s bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of material, labor, equipment, fuel, guarantees, taxes, insurance, etc., required by the specification.

It is the intent of the HACC to award one (1) contract per Region (North or South). The Director reserves the right to award one (1) or more Contracts or reject any or any or all bids when, in the Director’s opinion, the best interest of the Housing Authority of Cook County will be served thereby.

2.21 ACCEPTANCE OF BIDS

The Director will accept in writing one (1) or more of the bids or reject all bids, within sixty (60) calendar days from the date of opening of bids, unless the lowest responsible bidder, upon request from HACC, extends the time of acceptance to HACC.

2.22 EXAMINATION BY BIDDER

The bidder must, before submitting its bid, carefully examine the bid, plans, specifications and contract documents. The bidder must inspect in detail the site of the proposed work and familiarize itself with all local

conditions that may affect the contract and the detailed requirements of the specification. If its bid is accepted, the bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions. The HACC will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect. either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or that unanticipated developments may not occur.

2.23 CONSIDERATION OF BIDS

The Director will represent and act for HACC in all matters pertaining to this bid and contract in conjunction therewith. The Director reserves the right to reject any or all bids and to disregard any informality in the bids and bidding, when in the Director's opinion the best interest of HACC will be served by such action.

The bid is contained in these contract documents and **MUST NOT BE DETACHED HERE FROM** by any bidder when submitting a bid. Incomplete bids are subject to rejection.

2.24 BID DEPOSIT

A Bid Deposit will be required for all competitive sealed bidding for construction contracts and when required in the legal advertisement. Bid deposit must be a bond provided by a surety company authorized to do business in the State of Illinois, or the equivalent in Cashiers Check, Money Order or Certified Check. All certified checks must be drawn on a bank doing business in the United States, and must be made payable to the order of the HACC. **CASH IS NOT AN ACCEPTABLE FORM OF BID DEPOSIT.**

Bid deposits must be in the amount shown in the advertisement or as may be prescribed herein, but not in excess of five percent (5%) of the bid. Where the amount of the bid deposit shown in the advertisement should prove to be more than five percent (5%) of the bid, then the bidder may submit, in lieu of the foregoing, an amount equal to five percent (5%) of the bid. Compliance with the provisions herewith will be determined in all cases by the Executive Director and her determination will be final.

After bids are opened, deposits will be irrevocable for the period specified herein. If a bidder is permitted to withdraw its bid before award, no action will be taken against the bidder or the bid deposit.

2.25 FAILURE TO FURNISH BID DEPOSIT

When the legal advertisement and specification requires a Bid Deposit, noncompliance requires rejection of the bid. In the event that the bidder fails to furnish the required Bid Deposit by the date and time of the scheduled bid opening, the bidder's proposal will be rejected.

2.26 RETURN OF BID DEPOSIT

The Bid Deposit of all except the two lowest bidders on each contract will be returned shortly after the bid opening. The Executive Director reserves the right to hold all bid deposits, if the intent is to award multiple contracts for a requirement and/or if the three (3) lowest responsible bidders cannot be readily determined based on price until all bids have been evaluated.

The remaining Bid Deposits on each contract will be returned with the exception of the accepted bidder, after the Executive Director has awarded the contract. The Bid Deposit of the accepted bidder will be returned after the contract has been awarded and a satisfactory Performance Bond has been approved, where such bond is required.

2.27 PAYMENT AND PERFORMANCE BOND

When required by Director the successful bidder or bidders must, within seven (7) business days of receipt of notice from the HACC, furnish a Payment and Performance Bond in the full amount of the contract value on the form for Payment and Performance Bond included herein.

Receipt of written notice from the HACC to furnish a Payment and Performance Bond constitutes tentative notice of pending award and bid acceptance. Release of the contract will be withheld pending receipt and approval of a satisfactory bond.

NOTE: HACC requires that the Contractor's surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the internet at www.fins.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the Executive Director, but each co-security must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

2.28 FAILURE TO FURNISH BOND

In the event that the bidder fails to furnish the Payment and Performance Bond in said period of seven (7) business days, then the bid deposit of the bidder will be retained by the HACC as liquidated damages and not as a penalty.

2.29 SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

No contract will be assigned or any part of the same sub-contracted without the written consent of the Director; but in no case will such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor will not transfer or assign any contract funds or claims due or to become due without the written approval of Director having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which will be due or to become due to the Contractor, will cause the annulment of said transfer or assignment so far as HACC is concerned.

2.30 ORDER OF PRECEDENCE OF COMPONENT CONTRACT PARTS

The order of precedence of the component contract parts will be as follows:

- Advertisement for bids
- Terms and Conditions
- U.S. Department of Housing and Urban Development Instructions, Representations, Certifications, Statements, and Specifications
- Standard Specifications, if any.
- Detailed Specifications.
- Technical Specifications
- Plans or Drawings, if any.
- Addenda, if any.
- Bid Deposit, if required.
- Payment and Performance Bond, if required.

The foregoing order of precedence will govern the interpretation of the contract in all cases of conflict or inconsistency therein, except as may be otherwise expressly provided by the HACC.

2.31 NOTICES

All communications and notices to HACC herein provided for will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contract Coordinator by name and address listed on the cover hereof, and to the Housing Authority of Cook County, Procurement Department, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604-3042.

All communications and notices to the bidder, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the bidder by name and address listed on the bid hereof.

2.32 COUNTY OF COOK BUSINESS

A County of Cook business ("Cook County Business") is a business located within the corporate limits of Cook County, which has the majority of its regular, full-time work force located within the County of Cook, and is subject to County of Cook taxes.

Where all partners to a joint venture are County of Cook Businesses, the joint venture shall be deemed to be a County of Cook Business. Where not all partners to a joint venture are County of Cook Businesses, such joint venture shall be considered a County of Cook Business only if the County of Cook Businesses hold at least a fifty percent (50%) interest in the venture. County of Cook Businesses have a fifty percent (50%) interest in the joint venture only if the County of Cook Business partners in the venture hold subcontracts equal to fifty percent (50%) or more of the amount of the bid. Joint venture bidders shall submit information and documentation (including, but not limited to, the joint venture agreement and subcontracts) with their bids to be considered a County of Cook Business. A joint venture bidder which fails to submit such information shall not be identified as County of Cook Business.

2.33 CASH BILLING

Any cash billing discounts offered will not be considered in the evaluation of bids.

2.34 RESPONSIBILITY

The HACC will not be responsible for any products, materials or services furnished without a formal purchase order or Contract therefore.

2.35 TAXES

The Housing Authority of Cook County, a Municipal Corporation, is exempt from payment of Federal Excise Taxes, Federal Transportation Tax and State of Illinois Retailers Occupation Tax. Appropriate exemption certificates will be furnished upon request.

2.36 PREVAILING WAGE RATES

To the extent required by law, the Contractor will comply, and will cause all of its Subcontractors to comply and insert appropriate provision in their Contracts, with 820 ILCS 130/01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers and mechanics employed by or behalf of the Contractor and all Subcontractors in connection with any services. To the extent applicable, the Contractor will ensure that it and its Subcontractors comply with the provisions of the Davis-Bacon Act (prevailing wages) Act, 40 U.S.C. sec 276, as amended, and the Copeland (anti-kickback) Act, 18 U.S.C., sec 874, and related regulations. The Contractor must comply with AN ACT regulating wages of 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.

It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, must be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works.

The term general prevailing hourly rate, when used in this requirement will mean the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public works.

If the Department of Labor revises the general prevailing hourly rate to be paid by the public body, the revised rate must apply to such Contract. The term general prevailing hourly rate, when used in this Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employee engaged in work of a similar character on public works. A copy of the current Illinois Department of Labor Prevailing Wage Rates for Cook County is attached.

If the nature of the Work or Services under this Contract is subject to the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq., then not less than the general prevailing rate of hourly wages as determined by the Illinois Department of Labor (IDOL) must be paid to all laborers, mechanics, and other workers performing Work under this Contract. Contractor's attention is called to the generally prevailing rate of wages for Cook County in effect at the time these specifications were issued, as determined by IDOL. They are also the prevailing wage rates for the County of Cook. If required for this Work, they are attached to and incorporated in these specifications, or refer to website: www.state.il.us/agency/idol/CM/countym.htm for Cook County. Contractor is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the IDOL, at the time the Work is performed. If IDOL revises the prevailing rate of hourly wages to be paid for the Work before completion of the Work under this Contract, the revised rate applies from the effective date of the revision, but any such revision will not entitle Contractor to any increased compensation under the terms of this Contract.

As a condition of making payment to the Contractor, the HACC may require the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois law.

2.37 REQUISITION RELEASES

Requests for Elevator Maintenance, Parts and Repair Services in the form of a Requisition Release will be issued by the Authority's Property Manager and sent to the Contractor to be applied against the contract. Requisition Release(s) will indicate quantities ordered for each line item, unit/total cost, service Location/address, service date, fund chargeable information and other pertinent instructions regarding service.

2.38 MAINTENANCE AND REPAIR SERVICES

Maintenance and/or Repair Service shall be made F.O.B., any point within the County of Cook, regardless of the Requisition Release amount. It is the intent of this contract for the Contractor to provide Elevator Maintenance, Parts and Repair Services to various HACC Developments located throughout the County of Cook. The Authority reserves the right to add, change or delete service locations as required during the contract period.

2.39 INVOICES

Original invoices must be forwarded by the Contractor to the Housing Authority of Cook County, **Attn: Accounts Payable**, 175 W. Jackson Blvd., Suite 350, Chicago, Illinois 60604 to apply against the contract or the invoice can be emailed to payables@thehacc.org. Invoices must be submitted within thirty (30) calendar days after completion and acceptance of the work/services.

The Contractor shall submit signed and dated invoices on its standard company invoice form detailing the facility name and location, Elevator number, description of work/service performed, material cost, and labor hours with hourly rate as per contract agreement, within thirty (30) calendar days of job completion. Signed work tickets and/or any other pertinent documentation requested by the Director must accompany each invoice submitted. Invoices for replacement parts exceeding fifty dollars (\$50.00) must be accompanied by a supplier or manufacturer's invoice to verify the Contractor's cost. Any new components installed must be accompanied by a manufacturer's invoice. The Housing Authority of Cook County Specification and Purchase Order numbers must be reflective on all submitted invoices; invoices submitted without said information shall not be approved and/or processed for payment.

The Contractor shall attach and submit with its invoices the signed work order authorizing and approving work, with detail description, breakdown of all material cost, hourly labor rate and date of service.

If a Contractor has more than one (1) Contract with HACC, separate invoices must be prepared for each Contract in lieu of combining items from different Contracts under the same invoice. Invoice quantities, Work Services description, unit of measure and pricing information must correspond to the items quoted on the Bid Page.

Invoices for Work or Services, Parts, Material or Equipment with price escalations will be rejected unless the Contract includes a provision for such an adjustment by Contract modification. Freight, handling and shipping costs must not be invoiced; Contract terms specify delivery as F.O.B. Housing Authority of Cook County. HACC is exempt from paying State of Illinois sales tax and federal excise taxes on purchases.

NOTE: The prescribed invoicing, billing, and job work order/ticket procedures shall be strictly adhered to by the Contractor. Invoices shall not be approved and/or processed for payment if these requirements are not met.

2.40 PAYMENT

HACC will process payment within thirty (30) calendar days after receipt of acceptable invoices completed in accordance with the terms specified herein, and all supporting documentation necessary for HACC to verify the Work Services invoiced under this Contract.

By submitting an invoice, the Contractor certifies that the services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

As a condition of receiving payment the Contractor must pay its employees prevailing wages when required by law. The Contractor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

Also as a condition of receiving payment the Contractor must pay its suppliers and subcontractors according to the terms of their respective contracts. The Contractor shall provide lien waivers to the HACC upon request.

2.41 LIQUIDATED DAMAGES

In multiple elevator buildings, if an elevator is out of service for more than seventy-two (72) hour period, due to Contractor's negligence or inability to perform the required remedial action, the Authority may affect a penalty of \$250.00 per day for each day the unit is out of service. The penalty shall double if the unit is out of service longer than a one hundred twenty (120) hour period.

In single elevator buildings the penalty shall be double.

If the Contractor does not perform a periodic inspection in the designated time frame there shall be a penalty of: For Hydraulic Elevators sixty percent (60%) of the monthly billing for that site, For Traction Elevators thirty percent (30%) of the monthly billing for that site.

Should the Contractor be delayed in restoring service to an elevator because the elevator equipment is proprietary or a component is obsolete no penalty shall be assessed, provided the Contractor can prove the delay is beyond his control.

If HACC terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned HACC in completing the work.

If HACC does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

2.42 SUBCONTRACTORS

The Contractor must, within one (1) week after execution of the Contract, notify the Director, in writing, of the names of all Subcontractors it will use for principal parts of the work and the names of major material suppliers to be used and will not employ any that the Director may object to as incompetent or unfit.

The Contractor will not subcontract any portion of the services or work to be performed hereunder without the prior written consent of the Director. The subcontracting of the services or work or any portion thereof without the prior written consent of the Director will be null and void. The Contractor will not make any substitution of a Subcontractor without the written consent of the Director. The substitution of a Subcontractor without the prior written consent of the Director will be null and void. The Director's consent will not relieve the Contractor from any of its obligations under the Contract.

The Contractor will subcontract with only competent and responsible Subcontractors. If, in the judgment of the Director, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services, acts contrary to instructions, acts improperly, is not responsible, is unfit, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Director, discharge or otherwise remove such Subcontractor.

2.43 COMPLIANCE WITH ALL LAWS

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and whether or not they appear in the Contract, including those specifically referenced herein or in any of the Contract documents. Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to do so. Failure to do so is an event of default and may result in the termination of this Contract.

2.44 FALSE STATEMENTS

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update information/documentation, as well as in any other affidavits, statements or Contract documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of HACC, notwithstanding any prior review or acceptance by HACC of any materials containing such a misrepresentation. In addition, HACC may debar Contractor, assert any Contract claims or seek other civil or criminal remedies as a result of a misrepresentation.

2.45 AUDITS

HACC may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five (5) years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year is considered an audited period. If, as a result of such an audit, it is determined that the Contractor or any of its Subcontractors has overcharged HACC in the audited period, HACC will notify Contractor. Contractor must then promptly reimburse HACC for any amounts HACC has paid Contractor due to the overcharges and also some or all of the costs of the audit, as follows:

- A. If the audit has revealed overcharges to HACC representing less than five percent (5%) of the total value, based on the Contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse HACC for fifty percent (50%) of the cost of the audit and fifty percent (50%) of the cost of each subsequent audit that HACC conducts;
- B. If, however, the audit has revealed overcharges to HACC representing five percent (5%) or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse HACC for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse HACC in accordance with A or B above is an event of default under this Contract, and Contractor will be liable for all of HACC's costs of collection, including any court costs and attorney's fees.

2.46 SUPERVISION

The Contractor must personally supervise the work or will have a competent person at the site at all times to act for Contractor.

2.47 MATERIALS INSPECTION AND RESPONSIBILITY

HACC reserves the right to inspect any material to be used in carrying out this contract. HACC does not assume any responsibility for the availability of any controlled materials or other materials and equipment required under this contract. The Contractor must be responsible for the contracted quality and standards of all materials, components or completed work furnished under this contract up to the time of final acceptance by HACC.

Materials, components or completed work not complying therewith may be rejected by the Director and must be replaced by the Contractor at no cost to HACC.

Any materials or components rejected must be removed within a reasonable time from the premises of HACC at the entire expense of the Contractor, after written notice has been mailed by HACC to the Contractor that such materials or components have been rejected.

2.48 CONTRACT PERIOD

The Contract period will be for twenty-four (24) months to begin on or before January 1, 2017 and continue through December 31, 2018 unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

2.49 CONTRACT EXTENSION OPTION

This Contract will be in effect for the initial twenty-four (24) months indicated herein the Contract period. The Authority may exercise its right to renew this Contract following the expiration of the initial Contract term for up to three (3) one-year options, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of Elevator Maintenance, Parts and Repair Services provided for in this Contract.

No less than thirty (30) calendar days before the expiration of the then current Contract term, the Director will give the Contractor notice of the Authority's intent to exercise its option to renew the Contract for the approaching option period. The date on which the Director gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

2.50 LABOR RATE ESCALATION

Labor rates are to be fixed and firm for the initial twelve (12) months term of the contract period. After the initial twelve (12) months of the contract the Contractor may request an increase to the labor rates based on the prevailing wage rate at the time of the escalation request. Beginning on the date after the initial twelve (24) month(s) term, and for each twelve (12) month anniversary thereafter, annual labor rate adjustments may be made after receipt of written request from the Contractor made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

The Contractor will be required to furnish supporting documents representing each trade to verify the new rates and the effective date of the change and to furnish a certified statement or affidavit which is to state information requested by the Director to verify the rate change. Any labor rate adjustments will be made in the form of a contract modification signed by the Authority and the Contractor.

If approved by the Director a properly executed contract modification must be signed by the Contractor and the Authority to reflect the price change and the effective date for the change. Original agreed upon prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any services provided by the Contractor at the new labor rate, without a properly executed contract modification signed by the Authority, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the Authority, the Contractor releases the Authority from any liability whatsoever to pay for services rendered at the labor wage rate.

2.51 PRICE ESCALATION

The original bid prices will be valid and firm for the initial twelve (12) month contract period beginning with the start date of the Contract. Beginning on the date after the initial twelve (12) month term, and for each twelve (12) month anniversary thereafter, annual price adjustments of the contract pricing may be made after receipt of written request from the Contractor made no later than thirty (30) calendar days after the expiration of each such twelve (12) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year.

If approved by the Director, a properly executed contract modification must be signed by the Contractor and executed by the Authority to reflect the price change and the effective date for the change. Original agreed upon prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any Elevator Maintenance provided by the Contractor at a price change, without a properly executed contract modification signed by the Director, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the Authority, the Contractor releases the Authority from any liability whatsoever to pay for any work and/or services provided at an unapproved increase price.

The Contract's unit prices will be adjusted "New Contract Price(s)" by an amount as determined in accordance with the following formula, or five percent (5%), whichever is lesser (or, if the **Municipal Cost Index** has decreased, whichever is greater), for each additional one (1) year period:

$$\begin{aligned} & \text{New Contract Price (each item) = Original Bid Price} \\ & \text{(Original Bid Price x [(Comparison Municipal Cost Index - Base Municipal Cost Index)} \\ & \qquad \qquad \qquad \div \\ & \qquad \qquad \qquad \text{Base Municipal Cost Index])} \end{aligned}$$

The New Contract Price(s) will apply to Elevator Maintenance provided after the initial twenty-four (24) month contract period. For purposes of the formula above, "**Municipal Cost Index**" means the **Municipal Cost Index** as published by the American City & County Magazine. "**Comparison Municipal Cost Index**" means the average **Municipal Cost Index** for the most recent available half calendar year ending before the end of the initial term of the Contract. Comprehensive MCI rates are found at <http://americancityandcounty.com/images/archive/mcihistory.html>. These rates are to be used in your calculation as described in the above formula. As an example, suppose a contract with a three-year term began in January of 2009. At that time, the price as indicated in your bid line item was \$10 per unit of measure. In February of 2011, the contractor requests a price escalation. Referring to the chart cited above, the Base **Municipal Cost Index** is the figure found in December of 2008, or 155.1. The Comparison **Municipal Cost Index** figure, the figure for the first six months of 2011 (assuming that figure is available at the time of the request), is documented in the chart as 164.7. Applying these two figures with the original price produces the following new contract wage rate:

$$\mathbf{\$10 + ((\$10 * (164.7 - 155.1)/155.1) = \$10.61}$$

All price adjustment calculations will be based on the latest version of the **Municipal Cost Index** available on the eighteenth (18th) day of the month following the month in which the index data is referenced. The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the index data is

referenced. Adjustments will apply to orders placed on or after the effective date of each adjustment and all invoices must reflect prices in effect on the date the purchase or purchase order release was written.

If the **Municipal Cost Index** data is not available for any month in which a price adjustment is to become effective, the MCI data for the immediately preceding month will be used as the basis for the price adjustment.

ILLUSTRATION: If the Contract award date is 01/1/09, the Contract pricing will be subject to adjustment after 01/1/109. An adjustment to the Contract pricing is requested by the Contractor no later than 02/15/10. The adjustment to the Contract will be calculated as follows: the index values (available on 01/18/10) for the last twelve (12) full months of the Contract from 01/09 to 12/09 will be averaged (added, then divided by twelve) and then compared to the index value for 01/10. The comparison index value will be divided by the average index value for the last twelve (12) months. The original Contract price(s) will then be multiplied by the quotient of that calculation, and then be rounded to two (2) decimal places to calculate the adjusted Contract price(s).

If approved by the Director, a properly executed Contract modification must be signed by the Contractor and executed by the Authority to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released to the Contractor unless the modification specifies an effective date for the agreed upon price change.

This process may be duplicated on each anniversary of the Contract. (E.g. After 02/15/11, the Contract price(s) then in effect will be subject to adjustment based upon the percentage difference when comparing the average index value for the final twelve (12) full months average from 01/10 to 12/10 and the comparison index value for 01/10. The data used will be the latest data available on 01/18/11.

2.52 SEVERABILITY

If any provision of this Contract is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case or in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Contract or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any case or circumstances, or of rendering any other provision or provisions in this Contract invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Contract or any part of it.

2.53 FORCE MAJEURE EVENT

Notwithstanding anything to the contrary in this Contract, neither HACC nor the Contractor will be liable to the other party for performance of their respective obligations under this Contract if such performance is prevented by the occurrence of a Force Majeure Event. However, if the Contractor is unable to provide the goods and/or services as required by this Contract due to the occurrence of a Force Majeure Event, and the Contractor is not able to restore full provision of the goods and/or services within seven (7) calendar days, then HACC may elect to terminate this Contract in accordance with this Contract. In addition, if the Contractor is prevented from providing any portion of the Services due to a Force Majeure Event, then, if so directed by HACC, the Contractor will cause its personnel to appear before the Director or any other interested group or body, as directed by HACC, and such personnel will summarize both the Force Majeure Event and the efforts being made by the Contractor to resume the Services required by this Contract.

2.54 PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Director. Whenever the Director determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Director may at any time require additional provisions if such are deemed necessary for public safety or convenience.

2.55 ACCEPTANCE

It is understood and agreed by and between the parties hereto, that the initial acceptance and inspection of any delivery will not be considered a waiver of any provision of these specifications and will not relieve the Contractor of its obligation to provide satisfactory Work Services which conforms to the specifications, as shown by any test or inspections for which provisions are herein otherwise made.

2.56 DEEMED INCLUSION

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract or, upon application by either party, the Contract will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after the Contract is signed prevent its enforcement.

2.57 MODIFICATIONS/AMENDMENTS

No changes, amendments, modifications, cancellations or discharges of this Contract, or any part hereof, will be valid unless stipulated in writing and signed by the parties hereto, or their respective agents representatives.

Such changes which are mutually agreed upon by and between HACC and the Contractor will be incorporated in written modifications to this Contract.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract documents will not relieve him/her from complying with all of the provisions thereof.

2.58 PROVISIONS RELATIVE TO DELAY

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any act or delay of HACC or by order of the Director, howsoever caused, then the time herein fixed for the completion of said work will be extended for a period equivalent to the time lost by reason of such acts or delays of HACC or orders of the Director.

It is otherwise understood that no extension of time will be granted to the Contractor unless Contractor, immediately upon knowledge of the causes of an unavoidable delay, first notifies the Director in writing, stating the approximate number of days he expects to be delayed.

The Contractor must also make a request in writing to the Director for an extension of time within ten (10) calendar days after the cessation of the delay. Compliance by the Contractor with the requirements set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The Director will determine the number of days, if any, that the Contractor has been delayed. Such determination when approved and authorized in writing by the Director will be final and binding.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from HACC, or be reimbursed for any loss or expense on account of any delay or delays resulting from any of the causes aforesaid.

2.59 NON-APPROPRIATION

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of HACC for payments to be made under this Contract, then HACC will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds

appropriated for payment under this Contract are exhausted. No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by HACC to fund payments under this Contract.

2.60 DEFAULT

If the Contractor fails to begin the Services under this Contract within the time specified, or fails to perform the services with sufficient workmen and equipment or with sufficient materials to insure the completion of said Service within the specified time, or shall perform the Service in an unsatisfactory manner, or shall neglect or refuse to remove materials or perform anew such Service as shall be rejected as defective or unsuitable, or shall discontinue the prosecution of the Service, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy or insolvency, or will make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Service in an acceptable manner, the Director shall give notice in writing to the Contractor of such failure, delay, neglect, refusal, or default, specifying the same, and if the Contractor, within a period of ten (10) calendar days after such notice, will not proceed in accordance therewith, then the Director acting for and on behalf of HACC will, upon receipt of a written certificate of the fact of such failure, delay, neglect, refusal, or default and of the failure of the Contractor to comply with such notice, have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this Contract, and the Director may have HACC take over the Service, including any or all materials and equipment as may be suitable and acceptable to HACC and may complete the Service by its own force account, or may enter into a new Contract for the completion of the Service, or may use such other methods as in the opinion of the Director will be required for the completion of the Service in an acceptable manner.

All costs and charges incurred by HACC, together with the cost of completing the Service, shall be deducted from any moneys due or which may become due on this Contract. In case the expense so incurred by HACC shall be less than the sum which would have been payable under this Contract if it had been completed by the Contractor and had not been forfeited by HACC, then the Contractor will be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with HACC or any prior assignment filed with it, and in case such expense will exceed the sum which would have been payable under this Contract, the Contractor will be liable and shall pay to HACC the amount of such excess.

2.61 DISPUTES

Except as otherwise provided in this Contract, Contractor must and HACC may bring any dispute arising under this Contract which is not resolved by the parties to the Executive Director for decision based upon the written submissions of the parties. The Executive Director will issue a written decision and send it to the Contractor by mail. The decision of the Executive Director is final and binding. The sole and exclusive remedy to challenge the decision of the Executive Director is judicial review by means of a common law writ of certiorari.

2.62 TERMINATION

The HACC may terminate this Contract or any portion of the Contract, at any time by a notice in writing from HACC to the Contractor. HACC will give ten (10) calendar days' notice to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

The HACC may terminate this Contract, in whole or in part, immediately upon notice to the Contractor if it is determined that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If the Contractor fails to perform to the Housing Authority of Cook County's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the Housing Authority of Cook County shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Housing Authority of Cook County's written notice. If the breach or noncompliance is not remedied by that date the Housing Authority of Cook County may either: (a) immediately terminate the Contract without additional written notice or,

(b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

If HACC elects to terminate the Contract in full, all Work Services to be provided under it must cease and all materials that may have been accumulated in performing this Contract whether completed or in the process, must be delivered to HACC within ten (10) calendar days after the effective date stated in the notice.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors to winding down any activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Work Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Payment clause and as outlined in the Bid page(s), but if any compensation is described or provided for on the basis of a period longer than ten (10) calendar days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Work Services. The payment so made to the Contractor is in full settlement for all Work Services satisfactorily performed under this Contract. If Contractor disputes the amount of compensation determined by HACC to be due Contractor, then the Contractor must initiate dispute settlement procedures.

3. INSURANCE

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.

INSURANCE TO BE PROVIDED

a. 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.

b. Commercial General Liability (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 (with no limitation endorsement). The HACC 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 \$1,000,000 with the same terms herein.

c. Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The HACC 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.

d. Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk 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, damage to adjoining and existing property, collapse, debris removal and loss resulting from faulty workmanship or materials. The HACC is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to HACC 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.

e. 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 proceed, 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.

f. Contractors Pollution Liability

When any remediation work including asbestos or lead abatement is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to 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 HACC is to be named as an additional insured.

ADDITIONAL REQUIREMENT

The Contractor must furnish the Housing Authority of Cook County, 175 W. Jackson Blvd., Suite 350, Chicago, IL 60604, 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 HACC 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 HACC to obtain certificates or other insurance evidence from Contractor is not a waiver by the HACC of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the HACC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the HACC 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 the HACC, 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 the HACC do 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.

The HACC maintains the right to modify, deletes, alters or changes these requirements.

3.1 INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____

Address: _____

(City) _____ (State) _____ (ZIP) _____

Description of Operation/Location	
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Housing Authority of Cook County. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Housing Authority of Cook County at the address shown on this Certificate. This certificate is issued to the Housing Authority of Cook County in consideration of the contract entered into with the named insured, and it is mutually understood that the Housing Authority of Cook County relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract: \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The Housing Authority of Cook County is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Housing Authority of Cook County."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the Housing Authority of Cook County.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the Housing Authority of Cook County.
- d) The receipt of this certificate by the Housing Authority of Cook County does not constitute agreement by the Housing Authority of Cook County that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice Certificate Holder/Additional Insured Housing Authority of Cook County Department of Procurement Services 175 W. Jackson Blvd., Suite 350 Chicago, Illinois 60604	Signature of Authorized Rep. _____ Agency/Company: _____ Address: _____ Telephone: _____
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For Housing Authority of Cook County use only

Name of Development requesting certificate: _____

Address: _____ ZIP Code: _____ Attention: _____

5. SECTION 3 - ECONOMIC OPPORTUNITES FOR RECIPIENTS OF HUD ASSISTANCE

All Section 3 covered Contracts shall include the following clause (referred to as the Section 3 clause):

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker's representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicant for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Subcontractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, where not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted Contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of Contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

5.1 MBE/WBE/DBE PARTICIPATION SUMMARY FORM

I. SMALL BUSINESS PARTICIPATION

Is the Vendor a Small Business as defined by the size standards in 13 CFR 121?

Yes No

II. MINORITY BUSINESS PARTICIPATION

Is the Vendor classified as a Minority Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

Yes No

If “No”, are any Subcontractors classified as Minority Business Enterprises?

Yes No

If “Yes”, please fill in the following information:

(MBE) SUBCONTRACTOR’S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
	\$ _____	_____ % TOTAL

III. WOMEN-OWNED BUSINESS PARTICIPATION

Is the Vendor classified as a Women Owned Business Enterprise as defined in Art.2, Part C, of HUD-5369-C?

Yes No

If “No”, are any Subcontractors classified as Women Owned Business Enterprises?

Yes No N/A

IF “YES”, PLEASE FILL IN THE FOLLOWING INFORMATION:

(WBE) SUBCONTRACTOR’S FIRM	CONTRACT \$ VALUE	% OF FEE
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
	\$ _____	_____ % TOTAL

6. AFFIDIVAT FOR SUBCONTRACTOR

Specification Number:

Project Description:

From: _____
(Name of MBE/WBE/DBE Firm)

MBE: Yes ___ No ___
WBE: Yes ___ No ___
DBE: Yes ___ No ___

Name of Prime Contractor - To: _____

The MBE/WBE/DBE status of the undersigned is confirmed by the attached letter of Certification dated: _____.

The undersigned MBE/WBE/DBE firm is prepared to provide the following described goods and/or services or supply the following described goods and/or services in connection with the above named project:

The above described goods and/or services are offered for the following price and described terms of payment:

If more space is needed to fully describe the MBE/WBE/DBE firms proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned MBE/WBE/DBE firm will enter into a formal written agreement for the above described goods and/or services with the Prime Contractor, conditioned upon Prime Contractor's execution of a contract with the Housing Authority of Cook County, and will do so within three (3) business days of receipt of a signed contract from the Housing Authority of Cook County.

(Signature of Owner, President or Authorized Agent of MBE/WBE/DBE)

Name /Title (Print)

Phone

Fax/Email

6.1 AFFIDAVIT OF MBE/WBE/DBE GOAL IMPLEMENTATION PLAN

Specification Number:

Project Description:

State of (_____)

County (City) of (_____)

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

(Name of Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE/DBE goals of this contract.

All MBE/WBE/DBE firms included in this plan are currently certified as such (Letters of Certification Attached).

A. Direct Participation of MBE/WBE/DBE Firms

(Note: The Contractor will, in determining the manner of MBE/WBE/DBE participation, first consider involvement with MBE/WBE/DBE firms as joint venture partners, subcontractors and suppliers of goods and services directly related to the performance of this contract.)

If Contractor is a certified DBE, MBE or WBE firm, attach copy of current Letter of Certification. (Certification of Contractor as a DBE satisfies the DBE goal only. Certification of Contractor as a MBE satisfies the MBE goal only. Certification of Contractor as a WBE satisfies the WBE goal only.)

If Contractor is a joint venture and one or more joint venture partners are certified DBE, MBEs and WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the DBE/MBE/WBE firm(s) and its ownership interest in the joint venture.

DBE/MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of DBE/MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

2. Name of DBE/MBE/WBE: _____
Address: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percentage Amount of Participation: _____ %
Affidavit of Subcontractor attached? Yes No *

3. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

4. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

5. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

Attach additional sheets as needed.

* All Affidavits of Subcontractors and Letters of Certification not submitted with bid must be submitted so as to assure receipt by the Contracting Official within three (3) business days after bid opening.

B. Indirect Participation of DBE/MBE/WBE Firms

(Note: This section need not be completed if the DBE/MBE/WBE goals have been met through the direct participation outlined in Section I. If the DBE/MBE/WBE goals have not been met through direct participation, contractor will be expected to demonstrate that the proposed DBE/MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation is considered.)

DBE/MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

2. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

3. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

4. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *
5. Name of DBE/MBE/WBE: _____
 Address: _____
 Contact Person: _____ Phone: _____
 Dollar Amount Participation: \$ _____
 Percentage Amount of Participation: _____ %
 Affidavit of Subcontractor attached? Yes No *

Attach additional sheets as needed.

* All Affidavits of Subcontractors and Letters of Certification not submitted with bid must be submitted so as to assure receipt by the Contracting Official within three (3) business days after bid opening.

C. Summary of DBE/MBE/WBE Bid

DBE Direct Participation (from Section I):

DBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct DBE Participation:	\$ _____	_____ %

DBE Indirect Participation (from Section II):

DBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect DBE Participation:	\$ _____	_____ %

MBE Direct Participation (from Section I):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct MBE Participation:	\$ _____	_____ %

MBE Indirect Participation (from Section II):

MBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect MBE Participation:	\$ _____	_____ %

WBE Direct Participation (from Section I):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Direct WBE Participation:	\$ _____	_____ %

WBE Indirect Participation (from Section II):

WBE Firm Name of Participation	Dollar Amount of Participation	Percent Amount of Participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total Indirect WBE Participation:	\$ _____	_____ %

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

The Contractor designates the following person as their DBE/MBE/WBE Liaison Officer:

Name: _____ **Phone Number:** _____

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

Signature **(Date)**

State of _____

County of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name(s) of person(s))
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument was executed).

Notary Public Signature: _____

(Seal)

Commission Expires: _____

7. DETAILED SPECIFICATIONS

7.1 PRE-BID CONFERENCES

Pre-Bid Conferences will not held.

7.2 GENERAL

The Housing Authority of the Cook County is requesting proposals for Elevator Maintenance, Parts and Repair Services for various properties owned and managed by the Housing Authority on an as needed basis.

The Contractor must provide Elevator Maintenance, Parts and Repair Services, in accordance with applicable local, state, and federal laws and regulations and in compliance with the terms and conditions of this specification. The Contractor's compliance with these requirements will be determined by the Executive Director, whose decision will be binding. The Contractor will provide all labor, equipment and services to perform all operations necessary to complete the Elevator Maintenance, Parts and Repair Services.

7.3 ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

The Code of Federal Regulation 40 CFR Part 247 requires the Housing Authority of Cook County to use environmentally preferable purchasing criteria when making purchases for products and services. Environmentally preferable purchasing refers to the procurement of products and services that have the least adverse effect on human health and the environment when compared with competing products or services that serve the same purpose. Products identified as having the least adverse effect on human health and the environment are referred to as environmentally preferable products (EPP). In determining the effect of a product on human health and the environment, consideration may be given to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. EPPs minimize the consumption of natural resources; reduce the creation of solid waste, air pollution, or water pollution; minimize the use of materials or processes which compromise the environment; contribute to the goal of mitigating climate change; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

Fourteen (14) basic categories are used to provide guidance as to what constitutes an EPP. These categories include:

- a. Alternative Energy Source
- b. Bio-Based
- c. Biodegradable
- d. Compostable
- e. High Recycled Content
- f. Low Toxicity
- g. Low Volatile Organic Compound (VOC)
- h. Pollution (air, water, solid waste) Reduction
- i. Recyclable
- j. Repairable
- k. Resource Efficient (water conserving and/or energy efficient)
- l. Reusable
- m. Least Adverse Effect on Climate Change
- n. Sustainable Agriculture Practice

Furthermore, the HACC is required to purchase recycled content products rather than non-recycled products whenever price, quality, and availability are comparable. In addition, HACC will utilize the U.S Environmental Protection Agency's (EPA) guidelines for minimum recycled content product standards as a means to meet product preferences consistent with the Code of Federal Regulation 40 CFR 247. Guidelines can be obtained at www.epa.gov/epaoswer/non-hw/procure/index.htm.

7.4 PERMITS

The Contractor shall be responsible for all necessary permits and any seals required for permits.

7.5 PRE-AWARD MEETING

If requested by the Director, the selected bidder must attend a pre-award meeting with HACC Property Managers prior to the award and release of contract. Attendance at this pre-award meeting is mandatory. No electronic devices for recordings of voices or images will be permitted at the pre-award meeting.

7.6 PRE-SERVICING MEETING

The Contract shall be required to attend a Pre-Servicing Meeting after contract award has been made. Requirements for the fulfilment of this contract shall be discussed, including receipt of A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects. Attendance at this pre-servicing meeting is mandatory. No electronic devices for recordings of voices or images will be permitted at the pre-construction meeting.

7.7 TIME SCHEDULE

The Contractor shall submit to the Director for approval a time schedule for performing the required services under this Contract, which shall be submitted within five (5) calendar days after requested by HACC.

7.8 TIME OF COMPLETION

The Contractor shall complete the installation within ONE-HUNDRED AND EIGHTY (180) CALENDAR DAYS after the date for commencement of work as specified in the written Notice to Proceed to the Contractor.

7.9 LISTING OF AUTHORITY ELEVATED PROPERTY – NORTH REGION OF SUBURBAN COOK COUNTY

PROPERTY NAME	ADDRESS	Year Built	No. of Stories	ELEVATOR TYPE
IL25-11 Huntington Apartments	9201 Maryland Street Niles, Illinois 60711	9/1968	10	Overhead Traction 10 Stop
IL25-15 Armond D. King Apartments	9238 Gross Point Road Skokie, Illinois	6/1972	10	Overhead Traction 10 Stop
IL25-18 Franklin Tower	9535 W. Franklin Avenue Franklin Park, Illinois 60131	3/1976	10	Overhead Traction 10 Stop
IL25-19: Jane R. Perlman Apartments	1900 Sherman Avenue Evanston, Illinois 60201	12/1978	10	Overhead Traction 10 Stop
IL25-20 Henrich House	1301 Ashland Avenue Des Plaines, Illinois 60016	9/1975	10	Overhead Traction 9 Stop
IL25-23 Albert Goedke Apartments	215 West Miner Street Arlington Heights, Illinois	3/1979	6	Conventional Hydraulic 6 Stop
IL25-30 Wheeling Tower	200 N. Milwaukee Avenue Wheeling, Illinois 60090	6/1983	8	Overhead Traction 8 Stop
IL25-31 Walchirk Apartments	2300 Noyes Court Evanston, Illinois 60201	12/1984	5	Conventional Hydraulic 5 Stop

7.10 LISTING OF AUTHORITY ELEVATED PROPERTY – SOUTH REGION OF SUBURBAN COOK COUNTY

PROPERTY NAME	ADDRESS	Year Built	No. of Stories	ELEVATOR TYPE
IL25-08 Edward Brown Apartments	3210 West 139 th Street Robbins Illinois 60427	3/1966	7	Overhead Traction 7 Stop
IL25-09 Golden Towers I	1704 East End Avenue Chicago Heights, Illinois 60411	3/1972	8	Overhead Traction 10 Stop
IL25-13 Juniper Towers	350 Juniper Street Park Forest, Illinois 60466	12/1971	10	Overhead Traction 10 Stop
IL25-22 Golden Tower II	1706 East End Avenue Chicago Heights, IL 60411	9/1976	8	Conventional Hydraulic 8 Stop
IL25-24 Turlington West Apartments	15306 South Robey Street Harvey, Illinois 60426	3/1979	14	Overhead Traction 14 Stop
IL25-200 - (CMO) Central Management Office	1710 East End Ave Chicago Heights, Illinois 60411		3	Conventional Hydraulic 3 Stop

7.11 SUBSTITUTION – STANDARDS

If Contractor, with or without HACC’s approval uses materials or varying features other than those specified, Contractor shall assume full responsibility for any changes to the structural, mechanical and/or electrical work, or any equipment, caused by such change. In addition, the Contractor shall be responsible for charges and drafting costs for the redesigning and retailing requirements. The Contractor shall reimburse HACC for its loss if such expenses are incurred.

Reference in Specification to any article, device, product, material, fixture, form or type of construction by name, make or catalog number shall be interpreted as establishing a standard of quality, shall not be construed as limiting competition; and Contractor, in such cases, may at his option, use any article device, product, material fixture, form or type construction which in judgment of HACC expressed in writing as equal to that specified.

If a substitution of an items, device, or article specified, which is in a lesser amount than original, a credit shall be given to HACC. In no case shall an extra be paid to Contractor for substitution.

7.12 SCOPE OF WORK

The Contractor shall ensure that the elevators and related equipment are serviced, repaired and maintained in a fully functional condition. The Contractor maintenance service will include systematic examination, cleaning, adjustment and lubrication of the equipment. The Contractor shall also repair or replace equipment when the Contractor deems necessitated due to normal wear and tear; such repairs must be pre-approved by the Property Manager prior to commencement of repair work.

Machine Room Equipment: Solid state circuitry, resistors, controller cooling fans, drive cooling fans, power supplies, transformers, relays, fuses, motor starters, bypass switches, pump, pump motor, valves, solenoids, strainers, mufflers, gaskets, power unit belts, heating or cooling elements for controlling oil temperature, digital drives, motor generator drives, tachometers, encoders, CRT/monitors, AC motor, DC motors, governor, governor cables, hoist cables, worm gears, gears, thrust, bearings, rotating elements, brushes, brake coils, brake shoes, brake pins, brake linings, deflector sheaves, secondary sheaves.

Car Equipment: Car mounted circuit boards, selectors, leveling devices, car top inspection stations, car top mounted slow down switches, car door contact, car door operator, car door motor, car door operator chain, door operator linkage, car door rollers, car door gibs, car door restrictors, car door belts, car buttons, car position

indicators, car lanterns, door detectors, door safety edges, emergency lighting, alarm bells, safety operated switches, car top exit switches, car lantern chimes, car passing chimes, car nudging buzzer, and car fire service buzzer.

Electrical: Ducts, conduit, traveling cables, electrical wiring from terminals on the elevator controller to hoistway switches, to motors, to generators and/or elevators.

Hoistway Equipment: Pit switches, limits, car and counter weight buffers, governor tension sheave, compensation cables, safeties, landing switches, slow down switches, guide shoes, roller guides, hoistway door hangers, hoistway door contacts, hoistway door interlocks, hoistway door gibs, auxiliary closing devices (spirators and/or closers).

7.13 SUPPLIES AND/OR SERVICES REQUIRED

These specifications are intended to provide required inspections, full coverage repair and maintenance services on the elevators.

1. Contract is to include the furnishing of all labor, materials, parts, and equipment necessary to provide a high quality preventive maintenance program and accomplishment of all required inspections, repairs, replacement and services to all elevators listed below:

_____, Hydraulic Elevators
_____, Hydraulic Elevators

2. Contractor shall furnish satisfactory evidence as to the kind and quality of service, parts and materials provided.
3. Contractor shall not use any HACC property such as tools, equipment, ladders, extension cords, mops, buckets, cleaning material, etc.
4. Contractor shall supply all necessary items needed for each job. The HACC shall provide electricity, hot and cold water. The HACC will not be responsible for providing storage for the Contractor's materials, tools, equipment, etc. or be liable for same. The job site shall be kept clean of all residue, debris, material, empty cans and boxes, tools and equipment, etc. at the end of each working day.
5. Contractor shall be familiar with the elevator service maintenance business and maintain an adequate inventory of accessories and supplies. The Contractor must be a State of Illinois Licensed Elevator Contractor, and all work performed shall be by State of Illinois Licensed Elevator Mechanics. Contractor must also be registered with the Cook County Department of Building and Zoning. Copies of Contractor's and Mechanics licenses must be submitted with the Bid and at any time upon request by the HACC.
6. Contractor shall report to the property manager the existence of any defective areas or accessories that may require repair or maintenance. If requested, this information shall also be provided to the Director of Procurement Services in writing and include the following information:
 - a. Defective area
 - b. Location of defective area
 - c. Nature of defect and impact on building operation
 - d. Detail breakdown of material and labor cost for replacing
7. Contractor must respond to service calls within four (4) hours upon notification; and repairs shall be made within seventy-two (72) hour upon authorization by the Director of Asset Management. If the replacement item is not in stock, the Contractor shall order the item immediately and make installation as soon as the order item is received.
8. Contractor shall perform regular monthly inspections on each elevator, minimum eight (8) hours, preventive maintenance, routine repairs and/or replacement and emergency service on elevators specified to the extent and the frequency necessary to insure a safe and uninterrupted operation.

9. This contract includes regular monthly examination, adjustment and lubrication as required, and if conditions necessitate, repairing and/or replacement of the following:
 - a) Elevator pumping unit, motor, plunger, piston, packing seals, V-belts, strainers, valves, regulators, exposed piping, hydraulic tank and tank fluid, controllers including relays, contacts, timers, coils, magnet frames and control wiring. Revamp all signals during regular service time only.
 - b) Contractor agrees to repair and/or replace traveling cable when necessary; to replace car guide shoes, gibs, and or rollers when necessary to insure proper operation, and will keep the guild rail properly lubricated, when applicable. Contractor shall maintain and service elevator machine room and pits in a clean, safe and orderly manner.
10. Contractor shall make regular scheduled inspections of each elevator and provide inspection checklists; the inspections are to include adjustment, lubrication, and if conditions warrant, repair or replacement per service requirements and performance.
11. Preventive maintenance and routine repairs, replacement and service shall be performed during normal work hours and work days Monday through Friday, 0800-1700. Call back service is to be performed at no additional charge to the HACC.
12. Contractor shall establish and maintain a preventive maintenance schedule and inspection checklist for all equipment. A copy of the preventive maintenance schedule and inspection checklist is to be provided to each respective property manager prior to contract start-up.
13. Preventive maintenance is understood as that service required maintaining the elevator equipment in good working order and at peak efficiency throughout the length of the contract agreement.
14. A copy of the maintenance schedule is to be posted with each piece of equipment and properly recorded by Contractor's service technician during each service call or routine inspection.
15. This Contract covers all emergency and non-emergency labor, travel, and expense required to keep equipment in good working order. Contractor shall provide emergency service within two (2) hours of notification both during and after working hours. Contractor must also respond to calls related to trapped passengers within thirty (30) minutes of notification at no additional cost to the HACC.
16. Warranted equipment and component parts other than equipment for parts installed under this contract, shall not be removed or replaced, or have deficiencies corrected while still under warranty by the manufacturer or installer. All defects in workmanship or material, defective parts, or improper installation found by the Contractor shall be reported to the Property Manager so that necessary action may be taken. The Contractor shall be responsible for identifying which equipment and component-requiring repair are covered by warranty.
17. As travel expenses are a cost of doing business, travel time/expenses are to be considered in the development of the bid price. Separate travel to and from the specified properties will not be reimbursed.
18. Contractor will obey all traffic regulations of the facility. Unattended vehicles must be locked and motor shut off. If vehicle requires backing up- no backward movements will be allowed until an attendant inspects area behind vehicle. Contractor will not park vehicle on sidewalks that will impede travel or drive vehicles on areas other than roads or parking.
19. No tools are to be left unattended; HACC will not be responsible for lost or missing tools or equipment.
20. Contractor will provide an afterhour's emergency services contact list of phone numbers for Contractor personnel in the event of an emergency situation.
21. Contractor shall sign in and out of facility at the Property Manager's office and provide the Property Manager with written detail of service performed and parts utilized.
22. Contractor shall post "inoperable or out of service" signs on equipment when elevators are out of service.

23. Only manufacturer's authorized parts or authorized substitutions are to be used. The Property Manager can authorize substitutions.
24. The Contractor shall provide the Property Manager, Director of Asset Management and the Director of Procurement Services an Annual Performance Report for each elevator unit; with the initial report due no less than thirty (30) calendar days after award of contract and every twelve (12) month thereafter. The Annual Performance Report shall include any recommendations for upgrade or future repairs not covered by the contract.
25. This contract is subject to provisions of the State of Illinois Prevailing Wage Act.

7.14 ADDITIONAL REQUIREMENTS

The Contractor and Contractor's subcontractors will comply with the building security procedures as may be required.

The Contractor and Contractor's subcontractors are prohibited from disturbing papers on desks, opening desk drawers or cabinets, use of telephones and/or office equipment or anything provided for HACC use.

Contractor shall be responsible for all inspections and obtain and maintain current certificates as may be required by the County of Cook, the State of Illinois or federal governments. Any expense associated with said inspections, testing and certificates shall be paid by the Contractor and included as part of the contract cost.

Contractor shall comply with established standards and any supplements thereto to comply with:

- Public Act ,92-0873, Elevator Safety and Regulation Act.
- Parts I and II of ANSI / ASME A17.2- 1982 Inspectors Manual for Elevators and Escalators.
- Part X of ANSI / ASME A17.1b-1983 Routine, Periodic and Acceptance Inspections and Test.

Upon contract expiration, all elevators are to be in a safe and operational status for no less than and during thirty (30) calendar days prior to contract expiration, and Contractor shall prepare for the Property Manager, Director of Asset Management and Director of Procurement Services a comprehensive report of operations status.

7.15 CONTRACTOR SAFETY REQUIREMENTS

Contractor shall assume full responsibility for the health, safety and protection of its employees, subcontractors, materials, equipment, and tools of the trade. Contractor will comply with the provisions outlined in OSHA Publication 3077 "Personal Protective Equipment" and OSHA Publication 3079 "Respirator Protection." The Contractor will take all necessary precautions when handling hazardous material, waste or contaminants.

Contractor will be responsible for ensuring the general safety of its employees, building tenants and visitors while working in specific areas of the facility. Contractor will ensure that no hazards are posed by their activities. Work areas will be cordoned off and free of any obstructions.

Contractor will be responsible for reporting employee illnesses or injuries and controlling and eliminating job site hazards.

Contractor's employees and subcontractors will promptly notify the Contractor and the facility Property Manager of unusual incidents, accidents, or potential safety threats that may affect the site, tenants and visitors.

7.16 TIME AND MATERIAL REQUIREMENTS

The HACC may request a written estimate and/or proposal on all work. Estimates and proposals will be in writing with description of work to be performed and detailed breakdown of material, labor and other cost and price as per contract agreement.

If said work is authorized by the facility Property Manager, then work shall be performed on a time and material basis (as per contract agreement) not to exceed the estimate or proposal.

The Contractor shall report to and sign in and out with the facility Property Manager indicating times of arrival and departure with a brief description of the services rendered, work order number and/or location in the facility. Sign in and out times shall be indicated on Contractor's job invoice and/or ticket.

At the completion of each job, the Contractor's employees shall report to the facility Property Manager for approval of the work.

Contractor's job invoice and/or ticket shall be signed by the facility Property Manager.

Invoice, Work Order, Job tickets shall include a detailed description of work performed and a breakdown and individual listing of all materials and quantity used, a listing of each employee that worked on _____, date and hours worked.

The Contractor shall maintain records of all work; maintenance and repair provided under this Agreement and shall furnish copies of same to the facility Property Manager, Director of Asset Management and Director of Procurement Services.

The HACC shall, at all times, have access to the work wherever it is in preparation or progress and the Contractor shall provide for such access and inspection.

Contractor's per hour labor rate shall include the basic wage rate, fringe benefits (health and welfare, pension or others) also shall include all employer expenses for FICA, Workmen's Compensation, liability insurance, unemployment insurance any other city, state or federal requirements regarding employees. Per hour labor rate shall also include all cost and expenses for trucks and/or vehicles, tools and equipment associated with trade, travel, pick-up and delivery of materials, estimating, call-backs, supervision, administrative, overhead and profit.

All work and material shall be guaranteed for one (1) year from date of acceptance to be free of defects. Defective items shall be replaced, and defective work corrected during the first year of operation without cost (including labor cost) to the HACC.

7.17 WARRANTIES FOR PARTS, EQUIPMENT AND SERVICES

Contractor warrants that the Parts, Equipment and Services furnished under this Contract:

- (a) conforms to the stated manufacturer's standards, specifications, drawing, samples or descriptions furnished by the HACC, including but not limited to all specifications attached as exhibits hereto,
- (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve (12) months or longer if specified in writing, and fit and sufficient for the intended use,
- (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies,
- (d) will be of good title and be free and clear of all liens and encumbrances and
- (e) will not infringe any patent, copyright or other intellectual property rights of any third party.

Contractor agrees to reimburse the HACC for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. Contractor shall insure that all manufacturers' warranties are transferred to the HACC and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the HACC's payment, acceptance, inspection or failure to inspect the supplies.

Contractor also warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace.

7.18 ENVIRONMENTALLY PREFERABLE PURCHASING PROGRAM

The Code of Federal Regulation 40 CFR Part 247 requires the Housing Authority of Cook County to use environmentally preferable purchasing criteria when making purchases for products and services. Environmentally preferable purchasing refers to the procurement of products and services that have the least adverse effect on human health and the environment when compared with competing products or services that serve the same purpose. Products identified as having the least adverse effect on human health and the environment are referred to as environmentally preferable products (EPP). In determining the effect of a product on human health and the environment, consideration may be given to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product. EPPs minimize the consumption of natural resources; reduce the creation of solid waste, air pollution, or water pollution; minimize the use of materials or processes which compromise the environment; contribute to the goal of mitigating climate change; and/or promote the use of non-toxic substances and avoid toxic materials or processes.

Fourteen (14) basic categories are used to provide guidance as to what constitutes an EPP. These categories include:

1. Alternative Energy Source
2. Bio-Based
3. Biodegradable
4. Compostable
5. High Recycled Content
6. Low Toxicity
7. Low Volatile Organic Compound (VOC)
8. Pollution (air, water, solid waste) Reduction
9. Recyclable
10. Repairable
11. Resource Efficient (water conserving and/or energy efficient)
12. Reusable
13. Least Adverse Effect on Climate Change
14. Sustainable Agriculture Practices

Furthermore, the Housing Authority of Cook County is required to purchase recycled content products rather than non-recycled products whenever price, quality, and availability are comparable. In addition, the Housing Authority of Cook County will utilize the U.S Environmental Protection Agency's (EPA) guidelines for minimum recycled content product standards as a means to meet product preferences consistent with the Code of Federal Regulation 40 CFR 247. Guidelines can be obtained at www.epa.gov/epaoswer/non-hw/procure/index.htm.

Bidders able to supply environmentally preferable products that meet performance requirements are encouraged to offer them in their bid.

7.19 RECYCLED MATERIAL PREFERENCE

Pursuant to the Code of Federal Regulation 40 CFR 247, the Director must, in the purchase of all goods, supplies, equipment, materials and printing by competitive sealed bidding, take into consideration bids offering supplies and/or equipment utilizing materials with a minimum percentage recycled content. Unless specified to the contrary herein, the minimum percentage of recycled content must not be less than Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 U.S.C 6962, and Executive Order 12873. It is the objective of the Authority to follow the Environmental Protection Agency's procurement guidelines set forth in the Recovered Materials Advisory Notice(s).

In the event a bidder offers goods, supplies, equipment, materials or printing utilizing a minimum percentage recycled content, the bidder must include a certified statement or affidavit with their bid listing the items with recycled content, the percentage of recycled content for each item, the weight of recycled content, a breakdown of percentage secondary and post-consumer waste content by item and percentage of total recovered fiber.

A recycling report must be submitted every year during our annual recycle reporting period. The annual recycling period for the Authority starts on September 1st and ends August 31st of the following year. All reports must be submitted no later than September 1st of the reporting period. All reports must be submitted to the Director or

designee. The reports shall be sent to the Housing Authority of Cook County, Procurement Department, Suite 350, 175 W. Jackson Blvd., Chicago, Illinois 60604.

The Director reserves the right to waive the recycled material preference if it is determined that such goods, supplies, equipment, materials or printing would not meet the following criteria: a) performance standard's intended end use; b) availability within a reasonable period of time; c) maintenance of a satisfactory level of completion and d) are available at a reasonable price.

7.20 SAFETY AND LOSS CONTROL

The Contractor, its agents, employees, material suppliers and subcontractors, will perform all work on the project in a safe and responsible manner. The Contractor, its agents, employees, material suppliers, and subcontractors are required to maintain compliance with all local, state and federal regulatory requirements and current versions of applicable consensus standards (incorporated by reference), pertaining to the work being performed. This includes, but is not limited to the requirements of the Housing Authority of Cook County, HUD, Illinois Department of Labor (IDOL), Illinois Department of Transportation (IDOT), Illinois Environmental Protection Agency (ILEPA), the Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT) and the Environmental Protection Agency (EPA) where applicable.

Minimum requirements of the Contractors accident/incident prevention program include, but are not limited to the following:

- A training program that includes safety and the identification of worksite hazards.
- Standard operating procedures, applicable directives, rules and regulations, which promote rather than discourage safe operating procedures, (i.e., encouraging employees to report unsafe conditions, to participate in investigations, and to report all work related injuries and illnesses immediately, or as soon as possible).
- Implementation of an Accident/Incident Reporting Program, which includes first-aid and injury treatment procedures at the job site and the use of the nearest medical facility. The Program must also include procedures for reporting incidents involving near misses or damage to the Authority equipment and/or property. Procedures must ensure that injured or medically ill persons receive prompt first-aid and/or medical treatment and that every accident/incident occurring on Authority property, is promptly reported to Contractor management and the Property Manager. A completed report of the accident/incident must be promptly submitted to the Property Manager.
- Develop an Emergency Evacuation/Disaster Control Plan consistent with the Authority's requirements. The plan must include applicable names and telephone numbers of Contract Management. The Contractor must communicate the contents of the plan to its employees and subcontractors. The Contractor's employees and subcontractors must be trained in the use of the emergency procedures. Copies of the plan must be provided to the Director.

Contractors must also comply with the safety and health requirements of the Authority. The Authority may at any time, require additional provisions, if such are deemed necessary for public safety or convenience.

The Contractor's attention is directed to the Health and Safety Act of the State of Illinois, 8209 ILCS 225/3 et seq. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The Federal and State standards require that the Contractor provide reasonable protection to the lives, health, and safety of all persons employed under this Contract. Such act and rules and the applicable parts thereof must be considered as part of this Contract.

The Contractor and subcontractors must comply with said requirements, standards, and regulations, as required; and be directly responsible for compliance therewith on the part of its said agents, employees, and material suppliers. The Contractor and subcontractors must directly receive, respond to, defend and be responsible for all

citations, assessments, fines or penalties which may be incurred by reason of its failure on the part of its agents, employees, or material suppliers to so comply.

7.21 VISITING WORK SITE(S)

Vendors interested in submitting a bid for the requirement should visit the specified development and become thoroughly familiarized with the location and conditions which may be encountered and which may affect the proposed work. No allowance will be granted because of lack of knowledge of such conditions.

Such an examination of the work sites will be presumed upon submittal of a bid proposal and submission of a bid proposal will constitute the Contractors acceptance of all site conditions.

7.22 HOURS OF SERVICE

Maintenance Service will be performed during regular working hours of 6:00 a.m. until 6:00 p.m., Monday thru Saturday, except Holidays, as observed by the Elevator trade and approved by the Authority. The Contractor shall provide emergency minor adjustment call back service (one man troubleshooting and/or repairs).

7.23 ELEVATOR MAINTENANCE, PARTS AND REPAIR SERVICES REQUIREMENTS

The Housing Authority of Cook County (the "Authority") hereby requests proposals from Elevator Repair and Maintenance firms to provide 'Routine Elevator Maintenance Parts and/or Repair Services' (hereinafter "Elevator Maintenance Services") to the Authority at various high-rises owned and managed by the Authority on an as-needed basis. The Authority is contemplating the award of up to two (2) contracts; one (1) contract for the North Region of Suburban Cook County and one (1) contract for the South Region of Suburban Cook County.

7.24 ELEVATOR SPECIFIC REQUIREMENTS

Bidders should inspect the premises prior to submitting bids so that they are fully aware of the scope and intent of services required. Failure to do so shall not relieve the successful bidder from performing in strict accordance with the intent and meaning of the specifications.

The Elevators covered by these specifications shall be maintained in a preventative maintenance attitude anticipating component failure from the effects of wear and fatigue and operate at optimum performance levels at all times. The elevator equipment, parts, materials and procedures shall comply with the requirements of the latest editions of the Illinois Elevator Code and the latest most up to date ANSI/ASME A17.1 and A17.2, as applicable and any other prevailing codes, rules, ordinances, regulations or laws. Any such deficiency or violation noted from a State inspection regarding these codes, rules, ordinances, regulations or laws shall be corrected immediately and within the time frames of such notice.

The Contractor shall maintain the equipment using qualified personnel directly employed and supervised by the contractor. Such personnel shall be capably trained to keep the equipment operating in a safe and proper manner.

The Contractor may provide and follow his/her own preventative maintenance program or any part of that program that meets or exceeds the standards set forth herein. Such substitutions shall be submitted for acceptance by the Authority before implementation.

Complete and updated blue prints and any changes to blue prints, records, including updated machine room check charts, of all work performed shall be maintained by the Contractor and be made available to the Authority during the life of the contract and afterwards.

Monthly reports shall include all records of work performed in the last thirty (30) calendar days and is due within seven (7) calendar days of the end of each month. Reports are to be sent to Finance Director.

7.25 GENERAL SCOPE OF WORK

The Contractor shall inspect, clean, lubricate, adjust and when conditions warrants shall repair or replace the following equipment and component parts thereof including, but not limited to:

- Elevator machine, hoist motor, hydraulic pump unit, hydraulic oil heaters, exposed hydraulic lines, worm, gears, ring gears, bearings, sheaves, shafts, brakes, linings, seals, packing, gaskets, valves, pumps and fasteners.
- All motors, generators and governors of any type.
- Controller, microprocessor, selector, relay panels, contactors, relays, coils, solid state devices, printed circuit boards, electrical and mechanical driving devices, timers, transformers, rectifiers and condensers.
- Hatch and pit sheaves, compensators, safety stopping devices, buffers, guide rails, roller and solid guides, hatch switches, limiting switches, audible and visual signal fixtures and push button fixtures.
- Hatch and car door interlocks, hangers, tracks, load weighing devices, guides, gibs, relating devices, alarm devices.
- Mechanical and electrical cables, wire ropes, door operating equipment, door safety devices, and all wiring.
- Any component or parts currently installed that is associated with the elevators operation to provide reliable elevator service year round in all seasons.

In addition, the scope services for Elevator Maintenance Parts and Repair Services shall include, but shall not be limited to, the following:

- Systematic examination, adjustment, lubrication and whenever required by the wear and tear of normal elevator usage, service, repair, replacement, callback service, and preventative maintenance of the elevator equipment using trained personnel directly employed and supervised by the maintenance company to maintain the equipment in proper operating condition.
- The selected Contractor shall furnish all parts, tools, equipment, lubricants, cleaning compounds and cleaning equipment.
- The selected Contractor shall propose and provide software upgrades as required.
- The selected Contractor shall keep elevator controllers current using OEM technical bulletin information.
- The selected Contractor shall provide a call center for after hour emergency calls, fully responsive 24-hours a day, year round.
- The selected Contractor shall relap all signals as required during each monthly inspection and servicing. This shall be done at least once each month.

7.26 MONTHLY ELEVATOR INSPECTION AND SERVICE

The Contractor shall provide full inspect the service the elevators for all assigned and/or designated buildings located throughout Suburban Cook County. The Contractor shall provide the Authority with a detailed Monthly Elevator Inspection and Service Plan including, but not limited to, the following general requirements:

- The elevators covered herein shall be serviced monthly including all materials, parts, adjustments and repairs to anticipate component failure from the effects of wear or fatigue and to operate at optimum safety and performance levels at all times. The Contractor shall respond when called back by the Authority for additional service or repair as set forth herein.

- The Contractor shall maintain and test the equipment, using trained and qualified personnel directly employed and supervised by the Contractor. Elevator testing, maintenance, equipment, parts, materials and procedures shall comply with the standards of the current State of Illinois Elevator Safety and Regulation Act, ANSI/ASME A17 Codes, the National Electric Code and any other prevailing regulations or codes, as applicable.
- Complete records, including machine room check charts, of all work performed shall be maintained by the Contractor and be made available to the Authority during the life of the contract and afterwards, as required.

7.27 EXISTING CONDITIONS

The Bidder shall inspect the premises prior to submitting proposals so that they are fully aware of the scope and intent of services required.

Failure of the Bidder to inspect the premises prior to submitting proposals shall not relieve the Contractor from performing in strict accordance with the intent and meaning of the Scope of Service at the proposed price.

7.28 CONTINUITY OF ELEVATOR SERVICE

The Contractor shall be responsible for continuous operation of at least one elevator of a duplex system in a building at all times. Larger cars of a duplex system shall be given priority for service restoration. Loss of both elevators' service in a building shall be treated as an emergency and all work shall be continuous to restore service of at least one (1) elevator. The Authority shall be notified immediately of any unplanned reduction in elevator service and informed of the time to restore service.

The Contractor shall post notices at all floors for elevators removed from service for any reason, maintenance included. For periods exceeding two (2) hours, the Authority office shall be notified. The Contractor shall inform the Authority of the time service will be restored.

In single elevator buildings or buildings having multiple simplex operation elevators any elevator outage shall be considered an emergency and all work shall be continuous to restored service. The Authority shall be notified immediately of any unplanned reduction in elevator service and informed of the time to restore service.

Planned removal of elevators from service for periods exceeding hours shall require the Contractor to notify the Authority for scheduling approval and will require posting of times the elevator will be out of service. Posting must occur not less than twenty-four (24) hours prior to removal of elevator from service.

7.29 CALL BACK SERVICE

Contractor shall respond to requests for call back service or emergency call back service in a timely manner as described herein. The Contractor shall take all steps reasonably necessary to protect persons and property from risk of harm due to a problem with an elevator, including but not limited to: taking the elevator/s out of operation, placing warning signs, placing barricades and safe rescue of trapped passengers.

Regular Hour Call Back service shall be included for all elevators. This service shall be provided at no extra charge during the normal working hours of the normal working days of the elevator trade. If called by an authorized representative of the Authority, the Contractor shall respond to any such request with same day service, unless agreed otherwise.

Twenty-four (24) Hour Call Back service shall be provided and included for buildings having a single elevator. This service shall be provided at no extra charge 24 hours a day, seven (7) days per week. If called the Contractor shall respond to any such request within the one (1) hour or less, emergency response time.

Twenty-four (24) hour Emergency Callback service shall be available to the Authority for any elevator. When called the Contractor shall respond at the building within one (1) hour, or less, of the call. A callback shall be considered an emergency if:

- a. A passenger is trapped in an elevator.
- b. An emergency situation exists in a building that might cause physical harm to persons or property damage.
- c. A building has only one elevator; service or repair of that elevator shall be considered an emergency.
- d. In multiple elevators buildings, elevator service is less than fifty percent (50%).
- e. Any situation where the Authority identifies an emergency and requires the elevator Contractor to respond.

Upon arrival at the building, the Contractor's employee responding to an Emergency Call Back, shall notify the Authority of his/her presence in the building.

If the Contractor does not respond within the two hour period, he shall, at the Authority's option, be penalized one hour for each hour, or increment thereof over two hours, at the prevailing rate of his/her quoted figures for mechanic.

The Authority shall not be required to pay more than one (1) hour of travel time or more than thirty (30) miles in mileage charge for any single response to emergency service.

Responding to a call back shall not satisfy the requirement for a routine maintenance visit however, routine maintenance may be performed after the call back work is completed, provided the routine maintenance visit is due. Each work function shall be separately documented.

7.30 REPORT OF SERVICES

The Contractor shall report to the Authority representative (Property Manager) upon arrival at the building advising Property Manager of the purpose of Contractor's presence.

The Contractor's employees must record the purpose of their visit on the Authority's "Elevator Service Record" log sheet posted in each elevator machine room. Each section is to be completed including one entry for the time of day (AM or PM) the technician arrived at the site.

A record of the service or repair performed shall be prepared by the Contractor, a copy left with the Property Manager. (A mechanic's time sheet with a detailed work description is sufficient. Obtain signature if available).

The Contractor shall report any condition requiring correction that is not his responsibility, but is necessary to maintain the equipment in a safe and proper operating condition.

Contractor shall, on a semi-annual basis, furnish the Authority a written acknowledgement detailing all preventive maintenance examinations, call-backs, repairs, tests and other vital information pertaining to each elevator.

7.31 PARTS

The Contractor shall maintain an inventory of normal wear on manufacturers and standard replacement parts on the job site to minimize down time for replacement. This inventory should include, but not be limited to:

- Relays, coils, contacts, door operation parts, shunts, fuses, resistors, timing devices, solid state devices, minor printed circuit boards, roller guides, gibs, slide guides, safe edge, ICU and photo eye parts, drive belts, push button parts and signal lamps.
- The job stocks of parts must be kept in a properly sized metal cabinet, provided by the Contractor and made available to the Authority on demand.

Contractor shall have available additional parts such as, but not limited to, motors, hydraulic valves and pumps, pushbuttons, main rectifiers, oil seals, major printed circuit boards, bearings and generator parts. These parts may be stocked at a central location, but available on site within twenty-four (24) hours.

The Authority assumes no responsibility for the Contractor's stored parts, supplies, materials or equipment.

7.32 TESTING

The Contractor, at Contractor's expense, shall perform at the appropriate time; all test procedures as described in current edition of Section X, ANSI A17.1.

Tests to be included are as follows:

- e. Annual Safety Tests
- f. Five year Full Load Tests
- g. Monthly tests of any Fire Service requirements.

The Contractor shall only be required to perform those tests which are required by governing Agencies, Codes or by the Authority at the time of the contract start date. Tests shall be performed on or before the due dates.

All work and testing shall be in accordance with the Elevator Safety and Regulation Act of the State of Illinois and applicable requirements of municipalities having jurisdiction.

Copies of all tests performed shall be forwarded to any regulatory agency that may have jurisdiction. A copy shall also be submitted to the Authority.

Documentation of the Fire Service Tests shall be maintained in each machine room location.

All in-car communication devices shall be tested on a monthly basis, including telephones, intercoms and alarm bells.

7.33 INSPECTION FREQUENCY – DURATION

Routine maintenance inspections shall be conducted in a regular and systematic manner, and as follows:

- Traction elevators shall be inspected/maintained on a monthly basis. A minimum of two (2) hours per elevator is required, per maintenance inspection.
- Hydraulic elevators shall be inspected on a monthly basis. A minimum of 1-1/2 hour per elevator is required, per maintenance inspection.
- Call-back and repairs that may be required in-between shall not be affected by these minimum time requirements.

It shall be the responsibility of the Contractor to spend as much time as necessary to maintain each elevator at peak operating efficiency.

7.34 MONTHLY MAINTENANCE

By use of personnel directly employed, supervised and trained by the Contractor, the Contractor shall regularly and systematically examine, adjust, lubricate, clean and when condition warrants, repair or replace the following equipment as necessary:

- a. **MACHINES:** Geared or gearless, motors, generators, exciters, armatures, coils, windings, bearings, brushes, brush holders, support standard bearings, brake coils, cores, sleeves, pins, brake shoes, couplings, shafts, keyways, worm gears, thrust bearings, journal bearings, packing, gaskets, drive sheaves and any other parts or equipment pertinent to the operation of the elevator system.
- b. **OTHER COMPONENTS:** Contractor shall also be responsible for the maintenance and replacement of hoist ropes, governor ropes, deflector sheaves, governors, tension sheaves, bearings, shafts, safety mechanisms for car and counterweights, car and counterweight buffers, load weighing equipment, selector chains, tapes, cables and sheaves. Other components include, pumps, valve/valve parts, solenoids, tanks/tank heaters, belts, seals, mufflers, silencers, exposed oil lines, fittings, hydraulic fluid, shut-off

valves, oil return systems vibration dampeners and any other parts or equipment pertinent to the operation of the elevator system.

- c. **CONTROLLERS:** Wiring, relays, contactors, timers, selectors, selector chains/cables, dispatch panels, transformers, resistors, solid state controls, printed circuit boards, solid state drives, micro-processors, circuit memory, programs, chips and any other parts or equipment pertinent to the operation of the elevator system.
- d. **AR DOOR OPERATOR EQUIPMENT:** Including motors, wiring, adjustment mechanisms, electric switches, resistors, cams, gears, bearings, belts, chins, cables, linkages, clutches, hanger tracks, hanger rollers, gibs, closures, safety edges, photo eyes, sensing devices, door contacts and any other parts or equipment pertinent to the operation of the elevator system.
- e. **HOISTWAY DOOR EQUIPMENT:** Including motors, wiring, adjustment mechanisms, electric switches, resistors, cams, gears, bearings, belts, chins, cables, linkages, clutches, hanger tracks, hanger rollers, pick-up devices, pick-up rollers gibs, shoes, closures, straps, safety edges, door contacts, locks and any other parts or equipment pertinent to the operation of the elevator system.
- f. **CAR EQUIPMENT:** Including push button fixtures, indicator bulbs, car position and direction indicators, fans, blowers, emergency lighting systems, bells, handicap signaling, devices, car top operating stations, escape hatch switches; safety operated switches, roller guides, slide guides, gibs, shoes, liners and any other parts or equipment pertinent to the operation of the elevator system.
- g. **HOISTWAY EQUIPMENT:** Including limit switches, leveling proximity switches, slowdown switches, zone switches, access switches, stop switches, traveling cables, compensating cables/chains and any other parts or equipment pertinent to the operation of the elevator system.
- h. **PRORATED OR OBSOLETE INCLUSION:** Contractor shall accept all elevator equipment as currently exists. Contractor shall be responsible for proper maintenance of any and all designated elevator equipment, regardless of age, condition and availability. Should identical replacement parts/equipment no longer be available, the Contractor shall be required to locate, furnish and install similar replacement parts/equipment of equal or better quality than the original.
- i. **CLEANING & PAINTING:** Elevator Cleaning and painting service shall include but not be limited to:
 - 1. Wiping machinery and equipment to eliminate accumulations of dust, lint and lubrication.
 - 2. Vacuum cleaning of delicate apparatus and wiring. Where necessary a light brushing shall be used to loosen dust in hard to reach areas while or before vacuuming.
 - 3. Rotating equipment such as motors and generators shall be blown out to remove accumulations of dust, lint and carbon dust.
 - 4. Machine room floors, pits and hatchway equipment shall be swept or brushed clean and wet mopped not less than twice annually.
 - 5. Car and hoistway door sills shall be cleaned their entire length at least quarterly.
 - 6. Cleaning solvents or solutions must be of a type approved for the use and cause no adverse physical or environmental side effects.
 - 7. In no case shall flammable materials be used or stored. Oily or soiled cleaning materials and debris or dirt shall be disposed of properly and immediately.
- j. **LUBRICATION/OPERATING FLUIDS:** All lubricants shall be of a type approved for elevator application and as follows:
 - 1. Where conditions warrant, lubricants and/or fluids shall be of the LT (low temperature) or HT (high temperature) grade to allow proper operation in cold or hot environments.
 - 2. Proper amounts of lubricants and fluids shall be applied in a manner recommended by the manufacturer so as not to cause conditions of over or under application.

3. All hydraulic oils, operating oils, cooling oils, lubricating oils, greases, synthetic lubricants and fluids are to be provided by the Contractor. Reservoir levels of lubrication or operating oils or fluids shall be maintained at appropriate levels as recommended by the manufacturer.
- k. ADJUSTMENTS: All equipment shall be properly adjusted for smooth, quiet and proper operation. Adjustments shall include but not be limited to:
1. Elevator car acceleration, running, deceleration, leveling and stopping so that optimum performance of floor to floor times is achieved without stress to the neither equipment nor reduction of passenger comfort.
 2. Door operation for smooth and quiet functioning without exceeding code criteria for speed and force. Door pre-opening is not required.
 3. Interval times shall be so adjusted as to comfortably expedite passenger traffic flow.
 4. No effort shall be made to circumvent proper adjustments.

Any revision, alteration or adjustments to circuitry shall be properly recorded and integrated into the schematic job drawings and the file copies maintained on record by the Authority so that all schematics and wiring diagrams are current and accurate.

7.35 PREVIOUS RELATED EXPERIENCE

Provide the following information relative to the proposed staffing and sub-consultants for this contract:

- A. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Request for Proposal.
- B. Description of the Scope of Services for at least three (3) projects in which the Staff and/or sub-consultant has provided services similar to those described in this Request for Proposal. Please include the individual's role in each project and all relevant aspects of each project.

The Contractor shall provide written statement as to why the Contractor feels its company is qualified to provide the specified services. Include a list of projects in which the Bidder has performed similar services as a Prime Contractor. The Contractor must demonstrate a minimum of (10) consecutive years of experience in Elevator Repair on a scale and scope consistent with this contract. Documentation of such qualifications must be submitted with the bid. Failure to submit the required experience documentation may be grounds for rejection of the bid. Describe the types of activities and/or previous undertakings that qualify the Contractor for selection. Include a list of projects in which the Contractor has performed similar services. The following information shall be provided in connection with this list of projects:

1. Name of the contracting entity: _____

2. Name, title and a telephone number of a Contract person for each identified contracting entity to permit reference checks to be performed. The identified party must be one who has first-hand knowledge regarding the operation of the contracted project and who was involved in managing the Contract between the Offeror and the contracting entity.

a. NAME OF FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____

b. NAME OF FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____

c. NAME OF FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____

d. NAME OF FIRM: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
CONTACT PERSON: _____
TITLE: _____
PHONE: _____
DESCRIPTION OF WORK: _____

YEAR: _____ DOLLAR AMOUNT: \$ _____

7.36 PROPOSED STAFFING QUALIFICATIONS

Provide information relative to the proposed staffing for this Contract. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Invitation for Bid that are qualified personnel.

7.37 REPORTING FORMAT

For the entire term of the Contract, the Contractor must maintain a detailed record of each requisition (job).

7.38 CONTENT OF RESPONSE DOCUMENTS

Bidders submitting Bids/Proposals should fully read and comprehend the *Instructions to Bidders for Contracts* provided in Attachment B. Firm Demographics- Provide demographic description of all employees of your firm using the table provided in Attachment H

7.39 PUBLIC CONVENIENCE

All work performed under this Contract will be so conducted as to cause a minimum of dust, noise and inconvenience to the normal activities of the facility where the work is to be performed. The Contractor is responsible for conducting all work in such a manner as to minimize debris left in the public way and shall provide clean-up as required by the Property Manager. Whenever the Property Manager determines any type of operation constitutes a nuisance, the Contractor will immediately proceed to conduct its operations in an approved manner.

The Property Manager may at any time require additional provisions if such are deemed necessary for public safety or convenience.

7.40 CARE AND RESPONSIBILITY

The Contractor shall be responsible for the conduct of all persons employed in this work. Any breakage or damages to Authority property or to the residents' property resulting from the execution of this work shall be replaced or repaired in a manner satisfactory to HACC, by the contractor at his expense. The Contractor shall be responsible for the safe storage and protection of all material and equipment used in connection with this contract. Any watchman service required shall be furnished by the Contractor at his expense.

7.41 PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this Contract until the work has been completed and accepted by HACC.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this Contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of its Subcontractors. However, the Contractor must first immediately notify the Director, or her authorized representative, and report the nature and extent of damages prior to making any such necessary repairs all in accordance to the provisions herein.

7.42 CLEAN UP

The Contractor must, during the progress of the work, remove and dispose of all materials and the resultant dirt and debris on a daily basis and keep the work site and adjacent premises in a clean condition satisfactory to HACC. Upon completion of work, the Contractor must remove all materials, tools and machinery and restore the site to the same general condition that existed prior to the commencement of its operation.

7.43 RELEASE

Prior to final payment under this Contract, or prior to settlement upon termination of this Contract, and as a condition precedent thereto, Contractor shall execute and deliver to the HACC a final release ("Release"), in a form acceptable to the HACC, of all claims against Authority by Contractor under and by virtue of this Contract, other than such claims, if any, as may be specifically excepted by Contractor in stated amounts set forth therein.

Bidder is to provide information relative to the proposed staffing for this Contract. Provide background information regarding each identified Staff member that accurately describes his or her employment history and relevant experience providing services similar to those described in this Invitation for Bid that are qualified personnel.

7.44 EXCEPTIONS

Any deviations from these specifications must be noted on the Bid Page(s) attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection of its bid. HACC reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by HACC in determining its need.

8. BID PROPOSAL FORM

THE HOUSING AUTHORITY OF COOK COUNTY
 DEPARTMENT OF PROCURMENT SERVICES
 175 WEST JACKSON BLVD., SUITE 350
 CHICAGO, ILLINOIS 60604

Contact Name: Deborah O'Donnell
Phone No.: (312) 542-4725

e-mail address: dodonnell@thehacc.org

SPECIFICATION NUMBER:

PROJECT DESCRIPTION: Elevator Maintenance, Parts and Repair Services

BID DUE DATE: September 30, 2016 @ 2:00 p.m.

HACC seeks qualified individuals or firms to perform the following services under the terms and conditions set forth; quote your best price(s) on the services listed below. To be considered, your bid must reach us by the deadline specified herein and be in conformance with the terms and conditions of the Contract Documents. The Bidder, having familiarized it selves with the conditions and said requirements and documents, hereby proposes, offers and agrees, that if this Bid is accepted, the Bidder shall do all things necessary to fully perform and satisfy all terms, conditions and requirements of the said Contract Documents at the prices indicated below:

For Monthly Maintenance Service - Multiply the Estimated # of Elevators by the Monthly Unit Maintenance Price multiplied by the twenty-four (24) month initial Contract term to determine the Extended Price for each line.

Line Item	Commodity Code	Description	UOM	Number of Elevators	Monthly Unit Maintenance Price	Multiplied by Contract Term	Extended Price
1	9101320308	Maintenance, Low Rise Passenger Elevators IL25-08 Edward Brown Apartments	Each	2	\$ _____	24 month	\$ _____
2	9101320309	Maintenance, Low Rise Passenger Elevators IL-25-09 Golden Towers I	Each	2	\$ _____	24 month	\$ _____
3	9101320311	Maintenance, Low Rise Passenger Elevators IL25-11 Huntington Apartments	Each	2	\$ _____	24 month	\$ _____
4	9101320313	Maintenance, Low Rise Passenger Elevators IL-25-13 Juniper Towers	Each	2	\$ _____	24 month	\$ _____
5	9101320315	Maintenance, Low Rise Passenger Elevators IL25-15 Armand D. King Apartments	Each	2	\$ _____	24 month	\$ _____
6	9101320318	Maintenance, Low Rise Passenger Elevators IL25-18 Franklin Tower	Each	2	\$ _____	24 month	\$ _____
7	9101320319	Maintenance, Low Rise Passenger Elevators IL25-19 Jane R. Perlman Apartments	Each	2	\$ _____	24 month	\$ _____
8	91013203020	Maintenance, Low Rise Passenger Elevators IL25-20 Henrich House	Each	2	\$ _____	24 month	\$ _____
		Maintenance, Low Rise Passenger Elevators					

9	9101320322	IL-25-22 Golden Towers II	Each	2	\$ _____	24 month	\$ _____
10	9101320323	Maintenance, Low Rise Passenger Elevators IL25-23 Albert Goedke Apartments	Each	2	\$ _____	24 month	\$ _____
11	9101320324	Maintenance, Low Rise Passenger Elevators IL25-24 Turlington West Apartments	Each	2	\$ _____	24 month	\$ _____
12	9101320330	Maintenance, Low Rise Passenger Elevators IL25-30 Wheeling Tower	Each	2	\$ _____	24 month	\$ _____
13	9101320331	Maintenance, Low Rise Passenger Elevators IL25-31 Walchirk Apartments	Each	2	\$ _____	24 month	\$ _____
14	9101320200	Maintenance, Low Rise Passenger Elevators IL25-200 (CMO) Central Management Office	Each	1	\$ _____	24 month	\$ _____

For Parts - Multiply the Estimated 24 Month Usage by the Mark-up Percentage to determine the Extended Price.

Line Item	Commodity Code	Description	UOM	Estimated 24 Month Usage	Mark-up %	Extended Price
15	91013.98	Elevator Parts - Mark-up over Cost Price	Mark-up	\$ 50,000.00	_____ %	\$ _____

For Labor- Multiply the Estimated 24 Month Usage by the Hourly Unit Price to determine the Extended Price.

Line Item	Commodity Code	Description	UOM	Estimated 24 Month Usage	Hourly Unit Price	Extended Price
16	9101359020	Repair, Elevators - Mechanic Labor Rate, Straight Time (any eight (8) hours worked Monday-Saturday from 6 A.M. to 6 P.M.)	Hour	2,500	\$ _____	\$ _____

Each Extended Price line will be added up to determine the Total Extended Bid Price: \$ _____

Bidders must quote all items specified. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected. The Contractor's bid pricing will incorporate any/all peripheral costs including, but not limited to the costs of material, labor, material(s), equipment, fuel, guarantees, taxes, insurance, etc., required by the specification.

Supplementary Information: For Non-contracted Work outside of the Regular Scheduled Monthly Service, provide the following hourly rate information: Note that if parts are required to be provided, such Parts will be provided at the above proposed price/rate.

REGULAR RATE (per-hour)	OVERTIME RATE (per-hour)	EMERGENCY RATE (per-hour)	HOLIDAY RATE (per-hour)
\$	\$	\$	\$

8.1 PERSON TO CONTACT REGARDING BID

NAME: _____ PHONE (____) _____

ADDRESS: _____

E-MAIL ADDRESS: _____

8.2 EXCEPTIONS

8.3 BIDDER'S CHECKLIST INFORMATION

The undersigned authorized representative of the identified Bidder does hereby submit this Offer to perform in full compliance with the subject solicitation.

The Bidder has marked each blank below as appropriate and has used N/A when a section is not applicable to the solicitation. Bidder understands that failure to meet all requirements is cause for disqualification of the bid.

Bidder has: _____ Reviewed the entire bid specification, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and
_____ signed on the space(s) provided.

_____ Bidder acknowledge receipt of any and all Addendums to the solicitation and has taken the Addendum(s) into account in making this Offer.

Bidder has taken: _____ No Exceptions
_____ Exceptions to the specification requirements (explain)

Details of the exceptions are shown: _____ in the text of each section of the Offer
_____ on a separate labeled attachment

8.4 CURRENT AND PENDING CONTRACTS

Bidder shall identify each active/current contract, pending contracts, bids, proposals and other ongoing procurement relationships it has with the Housing Authority of Cook County by showing project descriptive information such as bid number, project title, purchase order number or contract reference number. (Attach additional pages as necessary. Show "none" if appropriate.)

--

9. MATERIAL/PRODUCT INFORMATION

a. Product: _____
Manufacturer Name: _____
Warranty Period: _____

b. Product: _____
Manufacturer Name: _____
Warranty Period: _____

c. Product: _____
Manufacturer Name: _____
Warranty Period: _____

d. Product: _____
Manufacturer Name: _____
Warranty Period: _____

e. Product: _____
Manufacturer Name: _____
Warranty Period: _____

f. Product: _____
Manufacturer Name: _____
Warranty Period: _____

g. Product: _____
Manufacturer Name: _____
Warranty Period: _____

h. Product: _____
Manufacturer Name: _____
Warranty Period: _____

10. DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Public Reporting Burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, researching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget sent it to the address provided by the sponsoring agency.

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If reporting entity in No. 4 if Subawardee, enter name and address of Prime.</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>6. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals performing services (Include address if different from No. 10a) (last name, first name, MI):</p>	
<p>I. Information requested through this form is authorized by Sec 319, Pub L. 101-121, 103 Stat. 750, as amended by Sec. 10: Pub. L. 104-65, Stat 700 (31 U.S.C. 1352). This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the above when this transaction was made entered into. This disclosure is required pursuant to 31 U.S.A.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature _____ Print</p> <p>Name _____</p> <p>Title: _____</p> <p>Telephone No.: _____</p> <p>Date: _____</p>		

Federal Use Only

Authorized for Local Reproduction
Standard Form LLL (1/96)

Authorized For Local Production Standard Form LLL (1/9)

10.1 INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment of any lobby entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information in the space on the form is inadequate. Complete all items that apply for both the initial filing and material change reports. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobby activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or a subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is in the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFOA) number for grants, cooperation agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number: grant announcement number: the contract, grant or loan award number, the application/proposal control number assigned by the Federal agency. Include prefixes e.g. RFP-DE-90-00).
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual (s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual or will be made 9planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date (s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal Official (s) or employee (s) contacted of the officer (s) employee (s) or Member (s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet (s) is attached.
16. The certifying individual shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average thirty (30) minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other respect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-004-5), Washington, D.C. 20503.

11. AFFIDAVIT OF COOK COUNTY BUSINESS

If this is a competitively bid Contract a County of Cook business preference may be applicable. Bidder must complete this form if it desires to be considered for this preference. Bidders that do not complete this form will not be regarded as County of Cook businesses.

1. Is bidder/proposer a "County of Cook Business" as defined in the County of Cook Business Preference language? Yes No

2. Street address of principal place of business:

3. How many persons are currently employed by bidder? _____

4. How many of bidder's current employees work at the County of Cook locations? _____

5. Is bidder subject to County of Cook taxes? Yes No

Signed

Printed Name

Title

County of _____

State of _____

Acknowledged under oath on (date) _____

Before me by _____

As (title) _____

of (firm) _____

Notary Public Signature: _____

Commission expires: _____

(Notary Seal)

12. NATURE OF DISCLOSING PARTY

A Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership*
- Limited partnership*
- Trust
- Limited liability company*
- Limited liability partnership*
- Joint venture*
- Not-for-profit corporation
(Is the not-for-profit corporation also a 501 (c)(3))? Yes No
- Other (please specify)

* Note C.1.b below.

B. NAME OF DISCLOSING PARTY: _____
 ADDRESS: _____
 FLOOR / SUITE: _____
 CITY: _____
 STATE: _____
 ZIP CODE: _____
 PHONE #: _____
 FAX #: _____
 EMAIL: _____

C. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

D. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

E. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____

1.b. If you checked “General partnership,” “Limited partnership,” “Limited liability company,” “Limited liability partnership” or “Joint venture” in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party.

Name

Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: The Authority may require any additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
------	------------------	--

BUSINESS TYPE: *1099 **EMPLOYEE:** Yes No

CORPORATION: Yes No

PARTNERSHIP: Yes No

INDIVIDUAL: Yes No

JOINT VENTURE: Yes No

S.S. # OR FEIN #: _____

MINORITY OWNED: Yes No

WOMAN OWNED: Yes No

MINORITY TYPE:

African American

Female African American

Native American

Female Native American

Hispanic

Female Hispanic

Asian

Female Asian

Female White American

REMIT TO INFORMATION (If different from above.)

NAME: _____

ADDRESS: _____

FLOOR / SUITE: _____

CITY: _____

STATE: _____

ZIP CODE: _____

PHONE #: _____

FAX #: _____

EMAIL: _____

13. BID TO BE EXECUTED BY A CORPORATION

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) Terms and Conditions, 2) Contract Plans or Drawings (if applicable) 3) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 4) Technical Specifications 5) Bid Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the corporation shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

NAME OF CORPORATION: _____
(Print or Type)

SIGNATURE OF PRESIDENT*: _____
(Or Authorized Officer)

TITLE OF SIGNATORY: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

*Note: In the event that this bid is signed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization, such as a resolution by the Board of Directors, which permits the person to sign the offer for the Corporation.

ATTEST: _____
Corporate Secretary Signature
(Affix Corporate Seal)

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 2016 by _____ as President (or other authorized officer) and _____ as Secretary of _____ (Corporation Name).

(Notary Public Seal)

Notary Public Signature: _____

Commission Expires: _____

14. BID TO BE EXECUTED BY A PARTNERSHIP

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) Terms and Conditions, 2) Contract Plans or Drawings (if applicable) 3) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 4) Technical Specifications 5) Bid Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the partnership shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the partnership has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

BUSINESS NAME: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

SIGNATURES AND ADDRESSES OF ALL MEMBERS OF THE PARTNERSHIP

(If all General Partners do not sign, indicate authority of partner signatories by attaching copy of partnership agreement or other authorizing document):

Partner Signature: _____

Address: _____

State of _____

County of _____

Subscribed and sworn to before me by each of the foregoing individuals this ____ day of _____, 2016.

Notary Public Signature: _____

Commission Expires: _____ (Notary Public Seal)

15. BID TO BE EXECUTED BY A SOLE PROPRIETOR

The undersigned, hereby acknowledges having received a full set of Contract Documents, including, but not limited to, 1) Terms and Conditions, 2) Contract Plans or Drawings (if applicable) 3) Detailed Specifications or Scope of Services, Evaluation/Selection Criteria and Submittal Requirements (If RFP/RFQ), 4) Technical Specifications 5) Bid Pages, 6) Certifications and 7) Addenda Nos. **(none unless indicated here)** _____, and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents, regardless of whether a complete set thereof is attached to this bid, except only to the extent that the sole proprietor has taken express written exception thereto in the sections of this specification designated for that purpose.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other bidder (proposer) or prospective bidder (proposer) or with any other person, firm or corporation relating to the price named in this bid or any other bid, nor any agreement or arrangement under which any act or omission in restraining of free competition among bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid or the price named herein.

SIGNATURE OF PROPRIETOR: _____
(Signature)

DOING BUSINESS AS: _____
(Print or Type)

BUSINESS ADDRESS: _____
(Print or Type)

If you are operating under an assumed name, provide County registration number hereinunder as provided in the Illinois Revised Statutes 1965 Chapter 96 Sec. 4 et seq.

Registration Number: _____

State of _____

County of _____

This instrument was acknowledged before me on this ____ day of _____, 2016 by _____
(name/s of person/s)

Notary Public Signature: _____

Commission Expires: _____

(Notary Public Seal)

16. BID ACCEPTANCE

The undersigned, on behalf of the Housing Authority of Cook County, a municipal corporation of the State of Illinois, hereby accept the foregoing bid items as identified in the bid.

Total Amount of Contract: \$ _____

Richard J. Monocchio
Executive Director

Contract Awarded on this _____ day of _____, 2016

17. ATTACHMENTS

- HUD-5369-Instructions to Bidders for Contracts Public and Indian Housing Programs
- HUD-5369-A- Representations, Certifications, and Other Statements of Bidders:
Public and Indian Housing Programs
- HUD-5370 General Conditions for Construction Contracts-Public Housing Programs
- W-9- Request for Taxpayer Identification Number and Certification
- Current Applicable Davis-Bacon Wage Determination:
General Decision Number: IL160009 07/08/2016 IL9
General Decision Number: IL16000 2 08/16/2016 IL2

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
OR								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Housing Authority of Cook County (HACC)
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 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

PRIME/GENERAL CONTRACTOR'S NAME: _____

RFP/IFB/RFQ/CONTRACT or PO NUMBER: _____ DATE FORM COMPLETED: _____

PROJECT TITLE: _____

CONTACT NAME/TITLE: _____

E-MAIL ADDRESS: _____

PLEASE READ CAREFULLY AND SIGN THE ACKNOWLEDGMENT ON PAGE 4

PRIOR TO COMPLETING AND SUBMITTING THIS SECTION 3 UTILIZATION PLAN

Overview:

The contractor hereby agrees to comply with all the provisions of Section 3 as set forth in 24 CFR 135 and the HACC's Section 3 Policy. The Contractor hereby submits Utilization Plan to identify employment, subcontracting, and other opportunities for Cook County Housing residents and low income Cook County area residents during the term of the contract between the Contractor and HACC. Any changes to this Utilization Plan must be approved by the Contract Compliance Specialist, via an amended Utilization Plan and Section 3 Change Form, when requested.

Type of Contract	Contract Amount	Section 3 Requirements		
		Hiring	Contracting	Other Economic Opportunities
Construction	All Contract Values	30% Of all new hires	10% Of the total contract value subcontracted	See instructions
Other Contracts (Including Professional Services)	All Contract Values	30% Of all new hires	3% Of the total contract value subcontracted	See instructions

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Instructions:

Part I: Hiring

- Per 24 CFR 135.30, Section 3 requires at least 30% of the contractor's new hires be Section 3 residents.
- The prime contractor is **required** to fill out the **Table I.b Hiring Chart-ENTIRE WORKFORCE for both Prime and all Subcontractors** in **Part I: Hiring**. This chart includes Section 3 hires, **AS WELL AS** all other non-section 3 hires for the scope of work.
- **Table I.a SAMPLE Hiring Chart Entire Workforce for both Prime and all Subcontractors** is provided to you as a sample.
- **Table I.b Hiring Chart Entire Workforce for both Prime and all Subcontractors** will require you to indicate the total workforce that you and your subcontractors already have in place and those you need to hire. You will need to list their (1) Job Titles, (2) Total Employees Needed at each Job Title, (3) Total Number of Employees Currently Employed at each Job Title, (4) Total New Hires Needed for each Job Title, (5) Total Section 3 Hires for each Job Title, (6) Total Columns (1) through (5) individually, and (7) Total New Section 3 Hires Required and (8) Percentage of New Hires that are Section 3.
- By filling out the hiring chart, the Contractor affirms that the jobs identified for Section 3 residents shall be for meaningful employment.
- A Prime Contractor may satisfy the CHA Resident Hiring Requirements through the hiring of Section 3 residents through his/her subcontractors.
- The Hiring Chart must be completed in its entirety, including a response for each column, in addition to proper calculations in each field where totals are required.
- If any proposed Section 3 positions cannot be filled, a Section 3 Change Form is required under the Section 3 Policy.

Part II: Contracting

- Per 24 CFR 135.30, Section 3 requires Construction contracts to subcontract at least 10% of the work to Section 3 Business Concerns and 3% of the work for all Other Contracts.
- The definition of 'Section 3 Business Concern' under HUD Regulations is:
 - (1) 51 percent or more owned by section 3 residents; or
 - (2) Whose permanent, full-time employees include persons, at least 30 percent of whom are currently section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents; or
 - (3) That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) in this definition of "section 3 business concern."
- Section 3 subcontracting refers to **direct participation** (only subcontracts for work that is included in the scope of the project).
- Contractors shall direct their efforts to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 Business Concerns in the order of priority provided in 24 CFR 135.36.

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- The Prime Contractor is required to fill out the contracting information in Table II: Contracting Commitments, Table II.a: Section 3 Business Concern Contracts, Table II.b.: Contracting Shortfall (if necessary), and/or Table II.c: Outreach Efforts (if necessary) of Part II.
- **Table II: Contracting Commitments** requires you to indicate the Total Dollar Value being subcontracted to Section 3 Business Concerns and the percentage of the total contract value, to which the total of all Section 3 Business Concern subcontracts is equivalent.
- **Table II.a. Section 3 Business Concern Contracts** requires you to identify each Section 3 Business Concern that will hold a subcontract under this Contract. The Company's Name, Contract Value, and Scope of Work to be Performed must be identified in order for the plan to be considered complete. A corresponding Schedule C must be submitted with the Schedule B.
- **Table II.b. Contracting Shortfall or Table II.c. Outreach Efforts** must be completed when the Prime Contractor is unable to meet the full minimum subcontracting requirements under 24 CFR 135.
 - o When there is no plan or need to subcontract, please outline the reason(s) why in Table II.b. Contracting Shortfall
 - o If the prime contractor is unable to contract to a Section 3 Business Concern, all outreach efforts must be documented in Table II.c. Outreach Efforts You must document all of the companies that have been contacted for subcontracting opportunities. If there are limited companies available who perform the necessary duties under this scope of work, please indicate in the 'reasons for not subcontracting'.
 - o This is required before Other Economic Opportunities are proposed.

Part III: Other Economic Opportunities

- In the event that a Prime Contractor has demonstrated no plan or need to hire and/or subcontract or is unable to meet the hiring and/or subcontracting requirements in Part I and Part II, the Prime Contractor is required to provide other economic opportunities by completing the **Table III: Other Economic Opportunities Plan(s)**.
- **PLEASE NOTE THAT THE INABILITY TO MEET THE HIRING AND/OR SUBCONTRACTING REQUIREMENT MUST BE DOCUMENTED COMPLETELY IN PART I: HIRING AND PART II: CONTRACTING BEFORE COMPLETING PART III: OTHER ECONOMIC OPPORTUNITIES.**
- Other Economic Opportunities could include indirect subcontracting with a Section 3 Business Concern (subcontracting for work not included in the scope of work), training programs, mentorship program participation, or other economic opportunities directed towards section 3 residents and businesses. Any Other Economic Opportunities must be proposed on pages 10 through 12 in Part III: OTHER ECONOMIC OPPORTUNITIES.
- If the other forms of Other Economic Opportunities are not feasible, the Prime Contract may propose a contribution to the Section 3 Fund. Guidance on how to contribute to the Section 3 Fund is outlined below:
 - o **Hiring Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full hiring requirements (30% of new hires), and cannot provide other economic opportunities outlined

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(To Be Completed By Prime Contractor)**

above, then the contractor must pay 5% of the total dollar amount of the contract for building, trade work or 1.5% for all other contracts will be paid to the Section 3 fund

- o **Contracting Requirements Contribution:** If a Prime Contractor chooses to contribute to the Section 3 Fund as its Other Economic Opportunity, because they cannot meet the full Section 3 Business Concern subcontracting requirements, and cannot provide other economic opportunities outlined above, the difference between 10% of the covered contract (building, trade work) or 3% (non-construction) and the actual amount provided to Section 3 Business Concerns must be paid to the Section 3 Fund.
- o A Prime Contractor may also pay the entire 10% of the covered contract (building, trade work) or 3% (non-construction) if they have documented the infeasibility of offering any Other Economic Opportunities.
- Charts have been provided for each category accepted under Other Economic Opportunities. You must outline the actual proposed opportunity, how you will measure the success of this opportunity, and the anticipated results. You will only need to complete the tables that apply to your Section 3 Plan.
- Please reference the Section 3 Policy for more details.
This page (page 4) must be signed by a Principal of the Contractor. The last page (page 12) must be signed and notarized. This document is subject to change, by the HACC, at any time.

Prime Contractor Acknowledgement of Section 3 Requirements:

Signature of Principal of Contractor

Date

Print Name

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Part 1: Hiring

SAMPLE HIRING CHART

Table 1.a: SAMPLE Hiring Chart – ENTIRE WORKFORCE for Both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed for each Job Title	Total number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for each Job Title
<i>List the Job Titles that are needed to complete your scope of work – Including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each job title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently opened.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
Painters	10	8	2	0
Laborers	20	19	1	1
Carpenters	15	15	0	0
Bricklayers	4	4	0	0
Sprinkler fitter	3	3	0	0
Marble Mason	1	1	0	0
Electrician	6	5	1	0
Power Equipment Operator	2	2	0	0
Iron Worker	5	5	0	0
Cement Mason	2	2	0	0
Plumber	4	4	0	0
Roofer	10	10	0	0
Administrative Assistant	2	1	1	1
Superintendent	1	1	0	0
Payroll Coordinator	1	0	1	1
(6) Totals:	86	80	6	3

(7) Total New Section 3 Hires Required: (Total of column (4) X 0.3) round up to the nearest whole number)	2
(8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) X 100 = % of New Hires	50 %

**Housing Authority of Cook County (HACC)
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 (To Be Completed By Prime Contractor)**

In this Section below, complete the hiring chart in accordance with the instructions on page 2. Please reference the sample Hiring Chart.

Table 1.b: Hiring Chart – ENTIRE WORKFORCE for Both Prime and all Subcontractors

(1)	(2)	(3)	(4)	(5)
Job Titles	Total Number of Employees Needed for each Job Title	Total number of Employees Currently Employed at each Job Title	Total New Hires Needed for each Job Title	Total Section 3 Hires for each Job Title
<i>List the Job Titles that are needed to complete your scope of work – Including the entire workforce for the Prime and any Subcontractors. This includes all Section 3 and non-Section 3 job titles.</i>	<i>List how many employees are needed to complete the Scope of Work for each job title.</i>	<i>List how many employees are currently employed at this position.</i>	<i>List how many of these positions are currently opened.</i>	<i>List the number of Section 3 hires you will commit to for each position.</i>
(6) Totals:				

(7) Total New Section 3 Hires Required: (Total of column (4) X 0.3) round up to the nearest whole number)	
(8) Percentage of New Hires that are Section 3: (Total of column (5) ÷ Total of column (4)) X 100 = % of New Hires	%

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
(To Be Completed By Prime Contractor)

Part II: CONTRACTING

Table II: Contracting Commitments

In the section below, outline the total dollar value and percentage of the total contract value that will be subcontracted with Section 3 Business Concerns.

Total Dollar Value of Section 3 Business Concern Contracts:	\$ _____
Total Percentage of Section 3 Business Concern Contracts:	_____ %

Table II.a.-Section 3 Business Concern Contracts: In the table on the next page, outline the Section 3 Business Concerns that will be working on this contract. (Note: Each subcontractor listed below must submit a corresponding Schedule C)

CONTRACTS TO SECTION 3 BUSINESS CONCERNS
<p>Company Name: _____</p> <p>Address: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>E-mail Address: _____</p> <p>Original Contract Dollar Value: _____</p> <p>Amended Contract Dollar Value: _____</p> <p><i>NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.</i></p> <p>Work to be Performed/Material Supplied: _____</p> <p>Anticipated Performance Timeframe: _____</p> <p style="text-align: center;">(When will the contractor be onsite performing the work and for how long)</p>
<p>Company Name: _____</p> <p>Address: _____</p> <p>Contact Person: _____ Telephone: _____</p> <p>E-mail Address: _____</p> <p>Original Contract Dollar Value: _____</p> <p>Amended Contract Dollar Value: _____</p> <p><i>NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.</i></p> <p>Work to be Performed/Material Supplied: _____</p> <p>Anticipated Performance Timeframe: _____</p> <p style="text-align: center;">(When will the contractor be onsite performing the work and for how long)</p>

Housing Authority of Cook County (HACC)
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(To Be Completed By Prime Contractor)

CONTRACTS TO SECTION 3 BUSINESS CONCERNS (continued)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe: _____

(When will the contractor be onsite performing the work and for how long)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

(When will the contractor be onsite performing the work and for how long)

Company Name: _____

Address: _____

Contact Person: _____ Telephone: _____

E-mail Address: _____

Original Contract Dollar Value: _____

Amended Contract Dollar Value: _____

NOTE: Amended dollar value only used when changes are made and approved by compliance during a contract.

Work to be Performed/Material Supplied: _____

Anticipated Performance Timeframe _____

(When will the contractor be onsite performing the work and for how long)

Housing Authority of Cook County (HACC)
Department of Procurement
SECTION 3 UTILIZATION PLAN
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Table II.b: Contracting Shortfall

If the Prime Contractor cannot meet the minimum contracting requirements, outlined on pages 2 through 4, provide the reasoning below. You must include the scope of work and why you cannot meet the requirements. For additional space, please attach a document on your company’s letterhead.

--

Table II.c: Outreach Efforts

If the Prime Contractor is unable to find subcontractors, after exhausting all good faith efforts, to perform under this scope of work, list the Companies that were contacted for subcontracting opportunities for this contract.

Outreach Efforts	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for Not Subcontracting:	
Business Name:	
Primary Contact:	
Phone Number:	
E-Mail Address:	
Reason for Not Subcontracting:	

**Housing Authority of Cook County (HACC)
 Department of Procurement
 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

Part III: OTHER ECONOMIC OPPORTUNITIES

Table III: Other Economic Opportunities Plan(s)

THIS SECTION MUST BE COMPLETED IF YOUR PLAN DOES NOT MEET THE MINIMUM HIRING (30% OF NEW HIRES) AND/OR CONTRACTING (10%/3%) REQUIREMENTS.

In the space provided below, please outline your plan to provide other economic opportunities to a Section 3 or low-income person (if more space is needed, please provide an attachment to this Schedule B). Examples of plans may include internship programs, mentorship programs, and teaming agreements. Please note that any indirect subcontracting should also be described in the section below. Refer to the instruction page for more information.

Indirect Participation (subcontracting to a section 3 business for work outside the scope)
Company Name: _____ Original Contract Dollar Value: _____ Work to be Performed/Materials Supplied: _____
Company Name: _____ Original Contract Dollar Value: _____ Work to be Performed/Materials Supplied: _____

Mentorship Program Participation	
Describe in detail the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Results	

**Housing Authority of Cook County (HACC)
 Department of Procurement
 SECTION 3 UTILIZATION PLAN
 (To Be Completed By Prime Contractor)**

Training Program	
Describe in details the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Goal	

Internship Program	
Describe in details the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Goal	

Other Results Oriented Economic Opportunities	
<small>Note: Any part-time hires can be represented here.</small>	
Describe in details the work that will be performed by the Section 3 Resident or Business Concern	
Quantifiable Goal	
Anticipated Goal	

**Housing Authority of Cook County (HACC)
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 SECTION 3 UTILIZATION PLAN
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Please select which type of contribution is being paid into the Section 3 Fund, according to your Schedule B-Section 3 Utilization Plan. If a contribution is being made for Hiring and Contracting, you should indicate that in the chart below.

Section 3 Fund			
Note: Please refer to page three (3) Part III: Other economic Opportunities for more details on contributions.			
Hiring	<input type="checkbox"/>	5% of the total contract value (Construction)	
	<input type="checkbox"/>	1.5% of the total contract value (Professional Services)	
Contracting	<input type="checkbox"/>	Contributing the difference between the actual subcontracting amount and the minimum subcontracting requirement. Not to Exceed \$500,000	<input type="checkbox"/>
			<input type="checkbox"/>
		10% of total contract value (Construction)	
		3% of total contract value (Other Contracts including Professional Services)	

Contribution to Section 3 Fund	
(This is the total of all hiring and Contracting contributions identified in the Section 3 Fund chart above.)	
Dollar Value of Contribution	\$ _____

How will I contribute the funds?	<input type="checkbox"/>	HACC can deduct portions from each of my invoices.	<input type="checkbox"/>	I will submit one check to cover the full contribution amount
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By signing below, the Contractor hereby agrees to comply with the Section 3 requirements indicated above. To the extent that the completion of this form is contingent upon future information, for example price negotiations, request for specific services, etc., the undersigned hereby affirms and agrees to fully adhere to the HACC Section 3 Policy. Furthermore, the undersigned acknowledges and affirms responsibility for completion and submission of this form at the time the bid or proposal is due.

 NAME OF PRIME CONTRACTOR (Print or Type)

 NAME OF AUTHORIZED OFFICER

 NAME OF NOTARY (Print or Type) Date _____

STATE OF COUNTY OF _____ ON THIS _____ DAY OF _____ 20____
 BEFORE ME APPEARED (NAME) _____ TO ME PERSONALLY KNOWN WHO,
 BEING DULY SWORN, DID EXECUTE THE FOREGOING AFFIDAVIT, AND DID STATE THAT HE OR SHE WAS PROPERLY AUTHORIZED BY THE PRIME CONTRACTOR TO EXECUTE THIS AFFIDAVIT AND DID SO AS HIS OR HER FREE ACT AND DEED.

NOTARY PUBLIC: _____ (SEAL): COMMISSION EXPIRES: _____

INTERNAL HACC APPROVAL _____
 _____ COMPLIANCE MANAGER'S SIGNATURE DATE _____

General Decision Number: IL160002 08/19/2016 IL2

Superseded General Decision Number: IL20150002

State: Illinois

Construction Type: Building

Counties: Alexander, Champaign, Christian, Clark, Clay, Coles, Crawford, Cumberland, De Witt, Douglas, Edgar, Edwards, Effingham, Fayette, Ford, Franklin, Gallatin, Hamilton, Hardin, Iroquois, Jackson, Jasper, Jefferson, Johnson, Lawrence, Marion, Massac, Moultrie, Perry, Piatt, Pope, Pulaski, Richland, Saline, Shelby, Union, Vermilion, Wabash, Wayne, White and Williamson Counties in Illinois.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/22/2016
3	02/05/2016
4	04/01/2016
5	04/15/2016
6	04/22/2016
7	04/29/2016
8	05/06/2016
9	05/13/2016
10	05/27/2016
11	06/03/2016
12	06/17/2016
13	06/24/2016
14	07/01/2016
15	07/08/2016
16	07/22/2016
17	08/05/2016
18	08/12/2016
19	08/19/2016

ASBE0001-004 10/05/2015

ALEXANDER, CHRISTIAN, DE WITT, FAYETTE, JACKSON, JEFFERSON,
MARION, MOULTRIE, PERRY, PIATT, SHELBY, AND UNION COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator Includes the application, installation, and cleanup of all insulating materials, protective coverings, coatings, and finishings to all types of mechanical systems.....	\$ 38.36	21.41

ASBE0017-001 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming, bagging and disposal of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 36.34	23.15

ASBE0017-006 06/01/2016

FORD AND IROQUOIS COUNTIES

	Rates	Fringes
ASBESTOS WORKER/INSULATOR includes the application of all insulating materials; protective coverings, coatings, and finishings to all types of mechanical systems.....	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming,		

bagging and disposal of
 all insulation materials,
 whether they contain
 asbestos or not, from
 mechanical systems.....\$ 36.34 23.15

ASBE0018-002 06/01/2015

CHAMPAIGN, CLARK, DOUGLAS, EDGAR, AND VERMILION COUNTIES

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR

Includes application of
 all insulating materials
 protective coverings,
 coatings and finishings to
 all types of mechanical
 systems.....\$ 31.23 17.88

ASBE0037-003 04/01/2016

CLAY, COLES, CRAWFORD, CUMBERLAND, EDWARDS, EFFINGHAM,
 FRANKLIN, GALLATIN, HAMILTON, HARDIN, JASPER, JOHNSON,
 LAWRENCE, MASSAC, POPE, PULASKI, RICHLAND, SALINE, WABASH,
 WAYNE, WHITE, AND WILLIAMSON COUNTIES

Rates Fringes

Asbestos Workers/Insulator

Includes the application
 of all insulating
 materials; protective
 coverings, coatings, and
 finishings to all types of
 mechanical systems.....\$ 30.58 17.26

BOIL0060-003 01/01/2015

CHAMPAIGN, DE WITT, FORD, IROQUOIS, and VERMILION COUNTIES

Rates Fringes

BOILERMAKER.....\$ 38.00 24.01

BOIL0363-002 01/01/2012

ALEXANDER, CHRISTIAN, CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND,
 DOUGLAS, EDGAR, EDWARDS, EFFINGHAM, FAYETTE, FRANKLIN,
 GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON,
 JOHNSON, LAWRENCE, MARION, MASSAC, MOULTRIE, PERRY, PIATT,
 POPE, PULASKI, RICHLAND, SALINE, SHELBY, UNION, WABASH, WAYNE,
 WHITE, AND WILLIAMSON COUNTIES

	Rates	Fringes
BOILERMAKER.....	\$ 30.90	27.35

BRIL0006-007 06/01/2015

DE WITT COUNTY

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 30.36	21.74

BRIL0006-011 06/01/2015

DE WITT COUNTY

	Rates	Fringes
Base Machine Men.....	\$ 30.44	19.49
Marble, Tile & Terrazzo Finisher.....	\$ 30.44	19.49
Marble, Tile & Terrazzo Workers.....	\$ 32.20	19.49

BRIL0006-015 06/01/2013

FORD (North of Roberts), AND IROQUOIS COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 41.40	19.31

BRIL0006-021 06/01/2012

FORD (North of Roberts) & IROQUOIS COUNTIES

	Rates	Fringes
MARBLE SETTER.....	\$ 36.00	18.35

BRIL0008-001 05/01/2014

ALEXANDER, CLAY, EDWARDS, FRANKLIN, GALLATIN, HAMILTON, HARDIN,
JACKSON, JEFFERSON, JOHNSON, LAWRENCE, MASSAC, PERRY, POPE,
PULASKI, RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE, and
WILLIAMSON COUNTIES

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 29.67	16.27

BRIL0008-003 05/01/2014

CHAMPAIGN, CLARK, COLES, CRAWFORD, CUMBERLAND, DOUGLAS, EDGAR,

EFFINGHAM, FORD, JASPER, PIATT, and VERMILION COUNTIES

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 31.08	15.75
Marble, terrazzo and tile finisher.....	\$ 29.58	15.75

BRIL0008-004 05/01/2014

CHRISTIAN COUNTY

	Rates	Fringes
Marble & Tile Setter and Terrazzo Worker.....	\$ 29.53	17.52
Marble, terrazzo and tile finisher.....	\$ 28.03	17.52

BRIL0008-005 08/01/2013

FAYETTE AND MARION COUNTIES

	Rates	Fringes
BRICKLAYER Bricklayer, Stonemason, Marble Mason, Tile Layer, Pointer, Cleaner, and Caulker.....	\$ 31.64	18.34

BRIL0008-015 05/01/2014

CHAMPAIGN, COLES, DOUGLAS, EDGAR, FORD(South of Roberts), PIATT
& VERMILION COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.32	19.07

BRIL0008-017 05/01/2014

MOULTRIE and SHELBY COUNTIES

	Rates	Fringes
BRICKLAYER Caulkers, Cement Block Layers, Cleaners, Marble Setters, Pointers, Terrazzo Workers, and Tile Setters.....	\$ 30.00	20.39

BRIL0008-020 05/01/2015

CHRISTIAN COUNTY

	Rates	Fringes
Bricklayer, Caulker, Cleaner, Pointer & Stonemason.....	\$ 30.00	21.49

BRIL0008-031 05/01/2015		

CLARK, CRAWFORD, CUMBERLAND, EFFINGHAM & JASPER COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 30.00	18.52

CARP0237-017 05/01/2014		

DE WITT AND FORD (Northern Portion) COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 30.35	23.31
Piledriver.....	\$ 31.35	23.31

CARP0237-022 05/01/2014		

FORD COUNTY (Southern Portion)

	Rates	Fringes
Carpenter/Lather.....	\$ 30.35	22.60
Piledriver.....	\$ 31.35	22.60

CARP0243-002 05/01/2014		

CHAMPAIGN, EDGAR AND VERMILION COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 34.10	18.85
Piledriver.....	\$ 35.10	18.85

CARP0243-005 05/01/2014		

CLARK, COLES, CUMBERLAND, DOUGLAS, EFFINGHAM, JASPER, MOULTRIE,
AND SHELBY COUNTIES

	Rates	Fringes
Carpenter/Lather.....	\$ 30.70	22.25
Piledriver.....	\$ 31.70	22.25

CARP0270-003 05/01/2014		

CHRISTIAN COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 30.45	22.50
Piledriver.....	\$ 31.45	22.50

CARP0270-017 05/01/2014

PIATT COUNTY

	Rates	Fringes
Carpenter/Lather.....	\$ 29.23	23.72
Piledriver.....	\$ 30.23	23.72

CARP0501-001 05/01/2014

CRAWFORD COUNTY

	Rates	Fringes
CARPENTER.....	\$ 30.70	22.25

CARP0555-014 06/01/2015

IROQUOIS COUNTY

	Rates	Fringes
CARPENTER Carpenter, Drywaller, Millwright, Piledriver, and Soft Floor Layer.....	\$ 36.40	30.57

CARP0634-001 05/01/2016

CLAY, EDWARDS, FAYETTE, HAMILTON, JEFFERSON, LAWRENCE, MARION,
RICHLAND, WABASH, WAYNE, and WHITE COUNTIES

	Rates	Fringes
CARPENTER (Lather, Piledriver, and Millwright).....	\$ 34.24	15.55
Carpet Installer (Carpet, Linoluem, Hardwood, and Tile Layer).....	\$ 31.83	15.55

CARP0640-001 05/01/2016

ALEXANDER, FRANKLIN, HARDIN, MASSAC, JACKSON, PERRY, POPE,
JOHNSON, GALLATIN, PULASKI, SALINE, UNION, and WILLIAMSON
COUNTIES

Rates	Fringes
-------	---------

CARPENTER (Lather, Piledriver, and Millwright).....	\$ 34.24	15.55
Carpet Installer (Carpet, Linoleum, Hardwood, and Tile Layer).....	\$ 31.83	15.55

DIVERS (Receive 1 1/2 times Carpenter's rate plus fringe benefits and \$25.00 per day for equipment)

 CARP1051-004 05/01/2014

CHAMPAIGN, CHRISTIAN, CLARK, COLES, CRAWFORD, CUMBERLAND,
 DOUGLAS, EDGAR, EFFINGHAM, JASPER, MOULTRIE, PIATT, SHELBY AND
 VERMILION COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 30.72	22.69

 CARP1051-008 05/01/2014

DE WITT AND FORD COUNTIES

	Rates	Fringes
MILLWRIGHT.....	\$ 30.80	23.29

 ELEC0016-002 04/01/2016

WABASH COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 35.85	15.49

 * ELEC0146-001 06/01/2016

CHRISTIAN, COLES, CUMBERLAND, DE WITT (Excluding Rutledge,
 Santa Anna, Waynesville, and Wilson TWPS), DOUGLAS (Southern
 Half), EFFINGHAM (Banner, Bishop, Douglas, Liberty, Lucas,
 Moccasin, St. Francis, Summit and Teulopolis TWPS), FAYETTE
 (Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson, and
 Loudon TWPS), MACON, MOULTRIE, PIATT (Excluding Blue Ridge,
 Sangamon and Monticello TWPS), AND SHELBY COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.27	16.36

 ELEC0176-009 06/01/2015

FORD (North of Lyman TWP), AND IROQUOIS (Excluding Artesia,
 Fountain Crrek, Loda, Lovejoy, Pegeon Grove, and Prairie TWPS)
 COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.45	32.35

ELEC0176-016 06/01/2015

FORD and IROQUOIS COUNTIES

	Rates	Fringes
CATV Installer.....	\$ 32.00	26.30

ELEC0197-004 01/01/2016

DE WITT COUNTY (Waynesville, Wilson, and Rutledge)

	Rates	Fringes
ELECTRICIAN.....	\$ 35.15	18.40

ELEC0197-007 01/01/2016

BUILDING

DEWITT (Northside), WESTERN (Northside), MCLEAN (Southside),
and WOODFORD (Southside) COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....	\$ 30.58	15.37

ELEC0538-003 06/01/2016

IROQUOIS (Fountain Creek, Lovejoy & Prairie Twps), VERMILION,
and WABASH COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.43	19.57

ELEC0538-007 01/01/2016

BUILDING

IROQUOIS (Southeastern side), and VERMILION COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.....	\$ 30.58	15.37

ELEC0601-001 06/02/2016

CHAMPAIGN, DE WITT (Santa Anna Twp), DOUGLAS (Northern Half),
FORD (South of Benton Twp), IROQUOIS (Artesia, Pigeon Grove &
Loda Twps), and PIATT (Blue Ridge, Sangamon, & Monticello Twps)
COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 37.96	16.30

ELEC0601-010 01/01/2016

BUILDING

CHAMPAIGN, DEWITT (Northeast side), DOUGLAS (Northeast side), FORD (Southside), IROQUIOS (Southwest side), LASALLE (Southside), LIVINGSTON, MARSHALL (Eastside), PIATT (Northeast side), PUTNAM (Southeast side), and WOODFORD (Northeast side) COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER.....	\$ 30.58	15.37

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

ELEC0702-001 06/01/2016

ALEXANDER, CLAY, EDWARDS, EFFINGHAM (Excluding Banner, Bishop, Douglas, Liberty, Lucas, Moccasin, St. Francis, Summit and Teulopolis TWPS), FAYETTE (Excluding Hurricane, S. Hurricane, Ramsey, Bowling Green, Carson and Loudon TWPS), FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, AND WILLIAMSON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 41.92	20.06

ELEC0702-016 01/01/2016

BUILDING

ALEXANDER, BOND (Eastside), CLAY, CLINTON (Eastside), EDWARDS, EFFINGHAM (Southwestern side), FAYETTE (Southside), FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PULASKI, PERRY, POPE, RANDOLPH (Southeastern side), SALINE, UNION, WASHINGTON (Southeastern side), WAYNE, WHITE, and WILLIAMSON COUNTIES

	Rates	Fringes
ELECTRICAL LOW VOLTAGE WIRING INSTALLER.....	\$ 34.01	12.07

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

 ELEC0725-005 01/01/2015

CLARK, CRAWFORD, EDGAR, JASPER, LAWRENCE, AND RICHLAND COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.02	16.71

 ELEV0003-004 01/01/2015

ALEXANDER, CLAY, JACKSON, JEFFERSON, MARION, PERRY, PULASKI, AND UNION COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 45.09	28.39+a+b

FOOTNOTE:

a) Employer contributes as a vacation pay credit 8% of basic hourly rate for 5 years service and 6% basic hourly rate for less than 5 years service.

b) EIGHT PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day Friday after Thanksgiving Day, Veterans' Day and Christmas Day.

 ELEV0034-004 01/01/2015

EDGAR and VERMILION COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 43.25	28.39+a+b

FOOTNOTES:

a) Employer contributes 8% of regular basic hourly rate as vacation pay credit fore employees with more than 5 years of service; and 6% for 6 months to 5 years of service

b) Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday after Thanksgiving Day; Veterans' Day and Christmas Day

ELEV0055-003 01/01/2015

FORD AND IROQUOIS COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.69	28.39+a+b

FOOTNOTES:

a. Employer contributes 8% of regular hourly rate as vacation pay credit for employee who has more than 5 years of service; and 6% for employee who has under 5 years of service.

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day

ELEV0061-003 06/01/1993

EDWARDS, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JOHNSON, LAWRENCE, MASSAC, POPE, RICHLAND, SALINE, WABASH, WAYNE, WHITE, AND WILLIAMSON COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 18.23	4.76+a+b

FOOTNOTES:

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

b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the Friday after Thanksgiving Day Veterans' Day and Christmas Day

ELEV0092-003 05/01/2002

CHAMPAIGN, CHRISTIAN, CRAWFORD, CLARK, COLES, CUMBERLAND, DE WITT, DOUGLAS, EFFINGHAM, FAYETTE, JASPER, MOULTRIE, PIATT, AND SHELBY COUNTIES

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 26.615	7.455+a+b

FOOTNOTES:

a. Employer contributes 8% of regular hourly rate as vacation pay credit for employee who has worked in business more than 5 years, and 6% for employees with less than 5 years of service

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

 ENGI0318-001 04/01/2013

ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JACKSON, JOHNSON, MASSAC, POPE, PULASKI, SALINE, UNION, WHITE, AND WILLIAMSON COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 33.75	18.75+a
Group 2.....	\$ 31.85	18.75+a
Group 3.....	\$ 24.45	18.75+a
Group 4 (River Work).....	\$ 33.85	18.75+a
Group 5 (River Work).....	\$ 30.10	17.35+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: All Off Road Material Hauling Equipment, All Terrain Crane, Articulated Dump, Asphalt Machine Spreader, Asphalt Plant Operator, Asphalt Widener, Autograder, Automatic Slipform Pavers, Backhoes, Barrel Grappler Devices (All), Blacksmith, Blade Operators (All), Boat Operators (all) Bridges, Dams & Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks, Boring Machines-Horizontal, Clamshell, Orange Peel Operator, Concrete Breaker, Concrete Groover, Concrete Grinder, Concrete Curb Machine, Concrete Finish Machine or Spreader Operator, Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant Operator, Concrete Wheel Saw Operators, Cranes(All) Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or Derrick Trucks, Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All) Track/Rubber Elevating Grader, Flexplane, Forklifts/Tele-Handlers (All), Gradall; Greasers, Heavy Equipment Robotics Operator, Hi-Lift, Hoists, Hosting Engine, Horizontal Directional Drill Operator, Incinerators (Haz-Mat only), Laser Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Pile driver operator, Pulls & Scrapers, Power Pac & Controls (Pile Driving), Pug mill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotomills, Rubber Tired Farm Tractor with Attachments over 1/2 yd., Self-Propelled Chip Spreader, Self-Propelled Roller w/Attachments, Short Blaster/Bridge Deck, Shuttle Buggie, Side booms, Skid

loader (Skid steers), Skimmer Scoop, Stationary Rock Slinger, Trackhoe and all attachments, Trench Machine Operator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Welders, Well or Caisson Drills, Well Point Pumps-2 or more, Wood Chipper w/Tractor.

GROUP 2: Oilers classified as Assistant Operators, Air Track Drill/Compressor, All Machines used to Sweep, Clean, Broom or remove debris or snow, Any type tractor pulling Roller or Disc, Asphalt Plant Assistant Operators, Assistant Operators on Rotomills, Automatic Bins or Scales w/Compressor or Generator, Back-End man on Asphalt Machine, Bulk Cement Plant w/Separate Compressor, Concrete Curb Machine requiring Electronics, Concrete Plant Assistant Operators, Concrete or Pump crete Pumps, Deck Hand on Boats, Dredge Assistant Operator/Mate, Power Broom, Self-Propelled Roller/Compactor, Straw Mulcher Blower, Stump Cutter Machine, Two Air Compressors (220 CFM or over), Two Air Track Drills. Air Compressor w/valve driving piling, Assistant operator (where required refer to article vii section 9), Elevator Operator, Form Grader, Man Lift (scissor lift) when lifting materials, Pildriver activating air or hydraulic valve regardless of location, Rubber-tired farm type tractor w/Blade/Bulldozer/Auger/Hi-lift of 1/2 yard or less, Self-propelled concrete saw, Self-propelled robotics roller in use two continuous hours or more shall be manned by an operating engineer, Self-propelled vibrator, Truck crane assistant operator, Two Conveyors.

GROUP 3: Air Compressor (220 CFM or over) one, Air Track Drill one, Automatic Bin, Belt Drag Machine, Bulk Cement Plant w/built-in compressor running off same motor or electric motor, fireman or switchman, Mechanical plasterer applicator, Pipe Tract Jack, Power Broom, Self-propelled from tamper, Trac-Air, Mixers - less than 21 cu.ft., Mortar Mixer w/ski or pump, Mud Jacks, one well point pump, Wood Chipper.

GROUP 4: All Off Road Material Hauling Equipment, All Terrain Crane, All Power Boat Operators, Articulated Dump, Asphalt Machine Spreader, Asphalt Plant Operator, Asphalt Widener, Autograder, Automatic Slipform Pavers, Backhoes, Barrel Grappler Devices (All), Blacksmith, Blade Operators (All), Boat Operators (all) Bridges, Dams & Waterways, Boilers, Boom or Winch Cat, Boom or Winch Type Trucks, Boring Machines-Horizontal, Clamshell, Orange Peel Operator, Concrete Breaker, Concrete Curb Machine, Concrete Finish Machine or Spreader Operator, Concrete Mixer Paver, Concrete Pump Truck, Concrete Plant Operator, Concrete Wheel Saw Operators, Cranes(All) Truck/Track/Rubber, Crane (Overhead) Operator, Derrick Guy or Derrick Trucks, Ditching Machines (All), Dozer Operators, Dragline or Shovel Operators, Dredge Booster Pump, Dredge Engineman, Dredge Operator/Leverman, Drill Cat w/Compressor Mounted, Drilling or Boring Machine Rotary-Self-Propelled, Endloaders (All) Track/Rubber Elevating Grader, Flexplane,

Forklifts/Tele-Handlers (All), Gradall; Greasers, Heavy Equipment Robotics Operator, Hi-Lift, Hoists, Hosting Engine, Horizontal Directional Drill Operator, Incinerators (Haz-Mat only), Laser Screed, Locomotive/Operator, Master Mechanic, Mixers 21 cu. ft. or over, Motor Patrol, Piledriver operator, Pulls & Scrapers, Power Pac & Controls (PileDriving), Pug mill, Pulverizer or Tillers, Push Cats, Quad Trac, Rotomills, Rubber Tired Farm Tractor with Attachments over 1/2 yd., Self-Propelled Chip Spreader, Self-Propelled Roller w/Attachments, Shuttle Buggie, Side booms, Skid loader (Skidsteers), Skimmer Scoop, Stationary Rock Slinger, Trackhoe and all attachments, Trench Machine Operator, Tuggers, Ultra High Pressure Water Jet Cutting Machine, Vacuum, Vacuum Blasting Machine Operator, Vac Jet, Welders, Well or Caisson Drills, Well Point Pumps-2 or more, Wood Chipper w/Tractor.

GROUP 5: Assistant Operators required on All terrain cherry picker w/over 40 ton lifting capacity, Crane, Deckhand on all rivers, lakes, and tributaries, Dinky or standard locomotive, Ditching machine (80 h.p. and over), Dragline, Dredge, Gradall, Guy Derrick, Assitant operators or firman on crane, Piledriver, Shovel, Trenching Machine, Truck Crane.

Footnote A - Hazardous Waste Premium: Level (A)-recieve \$1.00 above rate; Level (B)-receive \$.75 above rate; Level (C)-receive \$.50 above rate; Level (D)-receive \$.25 above rate.

 ENGI0520-011 08/01/2016

FAYETTE, JEFFERSON, MARION, and PERRY COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 35.35	30.70
Group 2.....	\$ 34.22	30.70
Group 3.....	\$ 29.74	30.70
Group 4.....	\$ 29.80	30.70
Group 5.....	\$ 29.47	30.70
Group 6.....	\$ 37.90	30.70
Group 7.....	\$ 38.20	30.70

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes; Draglines; Shovels; Skimmer Scoops; Clamshells or Derrick Boats; Piledrivers; Crane-type Backhoes; Asphalt Plant Op; Concrete Plant Operator; Dredges; Asphalt Spreading Machines; Locomotives; Cableways or Tower Machines; Hoists; Hydraulic Backhoes; Ditching Machines or Backfiller; Cherry Pickers; Overhead Crane; Roller; Concrete Paver; Concrete Breakers & Pumps; Bulk Cement Plants; Cement Pumps; Derrick Type Drills; Boat Operators; Motor Graders or Pushcats; Scoops or

Tournapulls; Bulldozers; Eneladers or Forklifts; Power Blade or Elevating Graders; Winch Cats; Boom or Winch Trucks or Boom Tractors, Pipewrapping or Painting Machines; Drills (other than derrick type); Mud Jacks; Well Drilling Machines; Mixers; Conveyors (two); Air Compressors two; Water Pumps regardless of size; Welding Machines two; Siphons or jets two; Winch Heads or Apparatus Two; Light Plants two; Tractors regardless of size Straight (tractor only); Firemen on Stationary Boilers; Automatic Elevators; Form Grading Machines; Finishing Machines; Power Sub-Grader or Ribbon Machine; Longitudinal Floats; Distribution Operator on Trucks; Winch Heads or Apparatuses (1); Excavators; Mobile Track Air and Heater (two to five); Heavy Equipment Greaser and all other Operators not listed below.

GROUP 2: Air Compressor One; Water Pump regardless of size one; Welding Machine One; 1-Bag Mixer One; Conveyor One; Siphon or Jet; Light Plant One; Heater One; Immobile Track Air One.

GROUP 3: Firemen on Whirlies and Asphalt Spreader Oilers; Heavy Equipment Oilers; Truck Cranes; Monigans; Large (Over 65 ton rated Capacity); Concrete Plant Oiler and Black Top Plant Oiler.

GROUP 4: Oilers

GROUP 5: Operators on equipment with Booms, including Jibs, 100 ft and over, but less than 150 ft.

GROUP 6: Operators on equipment with Booms, including jibs, 150 feet and over, but less than 200 feet.

GROUP 7: Operators on Equipment with Booms, including jibs, 200 Feet and over; Tower Cranes and Whirley Cranes.

 ENGI0841-005 04/01/2015

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE, and VERMILION COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.60	18.35
GROUP 2.....	\$ 24.75	18.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck,

Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinney Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Mil

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within 400ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment)

CLAY, CRAWFORD, EDWARDS, EFFINGHAM, JASPER, LAWRENCE, RICHLAND,
 WABASH, and WAYNE COUNTIES

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 38.60	18.35
GROUP 2.....	\$ 24.75	18.35

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two-Drum Machine, One-Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or Similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Farm Tractor with Half Yard Bucket and/or Backhoe Attachments, Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or Similar Type Machine, Truck or Skid Mounted Concrete Pump, Tower Crane, Engine or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with Dual Attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machines Including Well Testing, Caissons, Shaft or Any Similar Type Drilling Machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Equipment Greased), Barber- Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra Ax, Span Saw and Similar Types, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver - Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker (Backhoe Attached), Lull (or Similar Type Machine), Two Air Compressors, Compressors Hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air Fork Lifts (Except When Used For Landscaping Work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator and Similar Types or Equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck Operator.

GROUP 2: Concrete Mixers Without Skips, Rock Crusher, Ditching Machine Under 6', Curbing Machine, one Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine- Mounted Post Hole Digger, Two to Four Generators, Water Pumps, or Welding Machines, within

400ft., Air Compressor 600 cu. ft. and Under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lifts (When Used For Landscaping Work, Concrete and Blacktop Curb Machine, Farm Tractor with less than Half Yard Bucket, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for Hoisting Material, Engine Tenders, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operators on Trucks, Tampers, Self- Propelled Power Broom, Striping Machine (Motor Driven), Form Tamper, Bulk Cement Plant Equipment Greaser, Deck Hands, Truck Crane Oiler_Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Farm Tractor, Super Sucker (and Similar Type of Equipment)

 ENGI0965-005 05/01/2016

CHRISTIAN, DE WITT, PIATT, and SHELBY COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 35.70	22.10
Group 2.....	\$ 33.35	22.10
Group 3.....	\$ 29.75	22.10
Group 4.....	\$ 37.20	22.10

PREMIUM PAY-

CRANES WITH BOOMS - 120-200 ft. 1.00 per hour; 150 ft. .02 Per Foot For Each Foot Above 200; MULTIPLE UNIT MACHINES- 1.00 per hour; UNDERGROUND WORK-.50 per hour; UNDER AIR PRESSURE- .50 per hour; LONG BOOMS ON STATIONARY CRANES - 1.00 per hour. Above Long Boom Scale.

HAZARDOUS WASTE/ASBESTOS REMOVAL WORKERS:

Level A: (highest level of respiratory, skin, and eye protection) receives \$2.00 per hour above journeyman.

Level B: (same as level A, but a lower level of skin protection) receives \$1.50 per hour above jourenyman.

Level C: (same as level B, but a lower level of respiratory protection) receives \$1.00 per hour above journeyman.

OPERATING ENGINEER CLASSIFICATIONS:

GROUP 1: Asphalt Plant Engineer; Asphalt screed man; Apsco concrete spreader; Asphalt paver; Asphalt roller on bituminous contrete; Athey loaders; Cableways; Cherry Picker; ClamShell; C.M.I. & Similar Type Autograde Formless Paver,Autgrade Placer & Finisher; Concrete Breaker;Concrete plant Oper; Concrete Pumps; Cranes; Derricks;Derrick boats; Draglines; Earth auger boring machine, Elevating Graders;

Engineers on dredge; Gravel processing machines; Head equipment greaser; High lift or fork lift; Hoist with two drums or 2 or more loadlines; Locomotive; Mechanics; Motor graders or auto patrols; Operators or levelman on dredges; Power boat oper; Pug mill oper; (Asphalt plat); Orange peels; Overhead cranes; Paving mixer; Piledrivers; Pipe wrapper & Painting machines; Push dozers, or Push cats; Rock crusher; Ross carrier or similar machine; Scoops; Skimmers 2 cu yd capacity & Under: Sheep foot roller (self propelled); Shovels; Skimmer; Scoops; Test hole drilling machines; Tower machine; Tower mixer; Track Tupe & Loaders; Track type forklifts or high lifts; Track jacks & Tampers; Trackors; Sideboom; Trenching machine; Ditching machine; Tunnel lugger; Wheel type end loader; Winch cat; Scoops (Allor tournapull)

GROUP 2: Asphalt booster & Heater; Asphalt distributor; Asphalt plant fireman; Building Elevator; Bull float or flexplane; Concrete finshing machine; Concrete saw, self propelled; Concrete spreader machine; Gravel or stone spreader, Power operated; Hoist automatic; Hoist with one drum & one load line; Oiler on 2 paving mixers when used in tandem boom or winch truck; Ost hole diggers; Mechanical; Road or street sweeper, Self-propelled; Scissors hoist; Seaman tiller; Straw machine; Vibratory compactor; Well drill machine; & Mud jacks.

GROUP 3: Air compressor, Track or self-propelled; Bulk cement batching- plants; Conveyors; Concrete miers (Except Plant, Paver, Tower) Firement, Generators; Greasers; Light plants; Mechanical theater; Oilers; Power from graders; Power sub-grader; Pug mill, When used other than asphalt operation; Roolers (Except bitumin ous); Tractors w/o Power attachments regardless of size or type; Truck crane oiler; & driver (one man); Vibratory hammer; Water pump; Welding machine (one 300 amp or over) Combinations of five of any air compressors; Conveyors, Welding Machines, Water pumps; Light plants or Generators shall be in batteries or within 300 ft.

Group 4: Lattice Boom crawler crane, Lattice Boom truck crane, Telescopic truck mounted crane, Tower crane

IRON0022-005 06/01/2016

CLARK, CLAY, COLES, CRAWFORD, CUMBERLAND, EDGAR, EFFINGHAM, IROQUOIS, JASPER, LAWRENCE, AND RICHLAND COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 30.84	20.55

IRON0103-005 04/01/2014

CLAY (Louisville & South thereof), EDWARDS, FRANKLIN (Northeast

corner), GALLATIN, HAMILTON, JEFFERSON (East of Mt. Vernon),
 LAWRENCE (Southern Half including Lawrenceville), MARION
 (Southeast), RICHLAND (Southern Half), SALINE (Northeastern
 1/3), WABASH, WAYNE, and WHITE COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 27.82	17.355

 IRON0380-001 05/01/2015

CHAMPAIGN, DE WITT (Eastern Half), DOUGLAS, EDGAR, FORD,
 IROQUOIS, MOULTRIE, PIATT, and VERMILION COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.21	21.06

 IRON0392-005 08/01/2015

CLAY (Remainder), FAYETTE (Excludes St. Elmo and area North
 thereof), FRANKLIN (Northwest corner), JACKSON (Ana & Elkville
 TWPS), JEFFERSON (Mount Vernon & area West thereof), MARION
 (Remainder), and PERRY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.50	24.63

 IRON0782-004 05/01/2016

ALEXANDER, FRANKLIN, HARDIN, JACKSON (Excludes Ava and Elkville
 TWPS), JOHNSON, MASSAC, POPE, PULASKI, SALINE (Excludes
 vicinity of El Dorado and are NE thereof), UNION, and
 WILLIAMSON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 29.87	23.07

 LABO0159-001 05/01/2016

CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, MOULTRIE (North), AND
 SHELBY COUNTIES

	Rates	Fringes
LABORER		
Asbestos Abatement Worker....	\$ 30.59	21.33
General Laborer.....	\$ 28.09	21.33

 LABO0159-007 05/01/2016

MOULTRIE COUNTY (South)

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...\$	30.59	21.33
General Laborer.....\$	28.09	21.33

LABO0477-008 05/01/2016

CHRISTIAN COUNTY

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...\$	30.47	22.35
General Laborer.....\$	27.97	22.35

LABO0703-001 05/01/2016

CHAMPAIGN, DE WITT, and PIATT COUNTIES

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...\$	31.56	21.15
General Laborer.....\$	29.06	21.15

LABO0703-007 05/01/2016

VERMILION COUNTY

	Rates	Fringes
LABORERS		
Asbestos Abatement Worker...\$	30.56	21.15
General Laborer.....\$	28.04	21.15

LABO0751-001 06/01/2016

FORD and IROQUOIS COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....\$	34.79	24.81
GROUP 2.....\$	35.79	24.81

LABORER CLASSIFICATIONS

GROUP 1: General Laborer and Skilled Laborer - Handling of materials treated with oil, creosote, asphalt and/or foreign material harmful to skin or clothing; Track Laborers; Cement Handlers; Chloride Handlers; Unloading and Laborers with Steel Workers and Re-bars; Concrete Workers (wet); Batch Dumpers; Mason Tenders; Kettle and Tar Men;

Tank Cleaners; Plastic Installers; Scaffold Workers; Motorized buggies or motorized unit used for wet concrete or handling of building materials; Laborers with de-watering systems; Sewer workers plus depth; Vibrator Operators; Motor Mixer Operators; Cement Silica, clay, fly ash, lime and plasters, handlers (bulk or bag); Cofferdam Workers plus depth; Concrete paving, placing, cutting and tying of reinforcing; Deck hand, dredge hand and shore laborers; Bankmen on floating plant; Asphalt Workers with machine and layers; Grade checker; Power Tools; Driving all stakes, stringlines for all machinery; Setting and building of manholes and catch basins; Stripping of all concrete forms except paving forms; All concrete paving and slope walls, placing, cutting and tying of reinforcing (re-bars and wire mesh); Caisson Workers plus depth; Gunnite Nozzle Men; Lead Man on Sewer Work; Welders, Cutters, Burners, & Torchmen; Chain Saw Operators; Paving Breaker, Jackhammer & Drill Operators; Layout Man and/or Tile Layer; Steel Form Setters (Street & Hwy); Air Tamping hammerman; Signalman on Crane; Concrete Saw Operator; Screenman on Asphalt Pavers; Front End Man on Chip Spreader; Laborers Tending Masons with hot materials or where foreign materials are used; Multiple Concrete duct-leadman; Luteman; Asphalt Raker; Curb Asphalt Machine Operator; Ready mix scalemen, permanent, portable or temporary plant; Laborers Handling Masterplate or similar materials; Laser Beam Operator; Coring Machine Operator; Plasterer Tenders; Underpinning and Shoring of Building; Material selector when working with firebrick or castable materials; Fire Watch; Signaling of all power equipment; Tree Topper or Trimmer; Tunnel Helpers in free air; Rod and Chainmen with Lead Surveyors, Surveyors, and Technical Engineers; Concrete Burning Machine Operator

GROUP 2: Asbestos Abatement Worker and Hazardous Waste Worker; Dynamite man; Lead Base Paint Abatement Worker

LABO0773-003 04/01/2016

ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, AND WILLIAMSON COUNTIES

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...	\$ 27.55	20.94
General Laborer.....	\$ 26.55	20.94

LABO1197-002 04/01/2016

CLAY, CRAWFORD, EDWARDS, EFFINGHAM, FAYETTE, HAMILTON. JASPER, JEFFERSON, LAWRENCE, MARION, RICHLAND, WABASH, WAYNE, AND WHITE COUNTIES

	Rates	Fringes
LABORER		
Asbestos Abatement Worker...\$	27.55	20.94
General Laborer.....\$	26.55	20.94

MARB0054-001 05/01/2010

CLAY, EDWARDS, LAWRENCE, RICHLAND, WABASH, AND WAYNE COUNTIES

	Rates	Fringes
Marble, Tile & Terrazzo Workers.....\$	29.60	13.33

PAIN0030-017 07/01/2015

FORD COUNTY

	Rates	Fringes
PAINTER		
Brush, Spray, Structural Steel, Airless Spraying, and Bridges.....\$	34.60	19.85

PAIN0032-004 05/01/2016

ALEXANDER, FRANKLIN, GALLATIN, HARDIN, JACKSON, JOHNSON, PERRY,
POPE, PULASKI, SALINE, UNION, and WILLIAMSON COUNTIES

	Rates	Fringes
PAINTER.....\$	29.26	15.18
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

PAIN0058-004 05/01/2016

FAYETTE COUNTY

	Rates	Fringes
PAINTER.....\$	30.43	16.89
Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium		

PAIN0090-001 05/01/2016

CHRISTIAN COUNTY

	Rates	Fringes
PAINTER.....\$	30.88	16.38

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0124-001 05/01/2016

CLAY, HAMILTON, JEFFERSON, MARION, and WAYNE COUNTIES

	Rates	Fringes
PAINTER		
Journeyman.....	\$ 24.81	15.15
Taping (All Kinds).....	\$ 25.61	15.15

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0156-007 04/01/2016

EDWARDS, WABASH, AND WHITE COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller of Mastics, Creosotes Kwinch Koate, and Coal Tar Epoxy.....	\$ 27.45	13.45
Brush, Roller, and Paperhanger.....	\$ 26.45	13.45
Drywall Finishers and Plasterers.....	\$ 26.70	13.45
Spray for Mastics, Creosotes, Kwinch Koate, and Coal Tar Epoxy.....	\$ 28.45	13.45
Spray, Sandblast, Power Tools, Waterblast, and Steam Cleaning.....	\$ 27.45	13.45

PAIN0157-009 05/01/2016

FORD AND IROQUIOS COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 34.12	20.20

PAIN0288-001 05/01/2016

DE WITT, MOULTRIE, PIATT, and SHELBY COUNTIES

	Rates	Fringes
PAINTER		
Paperhanger and Drywall Taping.....	\$ 28.75	18.50
Spray and Sandblasting.....	\$ 29.50	18.50

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PAIN0363-001 05/01/2016

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, and VERMILION COUNTIES

	Rates	Fringes
PAINTER.....	\$ 35.16	13.58

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

 PAIN0467-001 07/01/2015

IROQUOIS COUNTY

	Rates	Fringes
PAINTER Brush, Roller, Paperhanging, Hand Taping, Swing Stage, Scaffold over 30 ft., Epoxy, Toxic Materials, Sandblast, Spray, and Machine Taping...	\$ 34.60	19.85

 PAIN0500-003 06/01/2015

MASSAC COUNTY

	Rates	Fringes
PAINTER.....	\$ 20.60	12.35

Spray, sandblasting and water blast units with 3500 PSI receive \$.50 per hour premium. All work forty feet and above receive \$1.00 per hour premium.

 PAIN0513-004 01/01/2016

JACKSON, MARION, AND PERRY COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 33.40	22.24

 PAIN1165-001 07/01/2016

CLARK, EDGAR, and VERMILION COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 26.26	14.92

 PAIN1165-020 07/01/2016

ALEXANDER, CLAY, CRAWFORD, EDWARDS, FRANKLIN, GALLATIN, HAMILTON, HARDIN, JASPER, JEFFERSON, JOHNSON, LAWRENCE, MASSAC, POPE, PULASKI, RICHLAND, SALINE, UNION, WABASH, WAYNE, WHITE,

and WILLIAMSON COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 28.18	13.67

PAIN1168-004 05/01/2016		

CHAMPAIGN, CHRISTIAN, COLES, CUMBERLAND, DE WITT, DOUGLAS,
EFFINGHAM, FAYETTE, MOULTRIE, PIATT, AND SHELBY COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 35.63	15.33

PAIN1705-001 05/01/2016		

CLARK, CRAWFORD, EDGAR, EFFINGHAM, JASPER, LAWRENCE, and
RICHLAND COUNTIES

	Rates	Fringes
PAINTER		
Blasting, Spraying & Pressure Washing.....	\$ 27.80	19.52
Brush & Roller and Wall Covering Drywall Preparing..	\$ 26.80	19.52

Epoxy or Toxic-Lead-Based Paint Work-\$1.00 Premium

PLAS0018-001 07/01/2012		
CHRISTIAN COUNTY (Southern Half)		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.20	19.20
PLASTERER.....	\$ 28.50	19.12

PLAS0018-022 05/01/2012		
DE WITT COUNTY (Northern Half)		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 30.59	17.48

PLAS0018-023 06/01/2001		
FORD COUNTY (South of Roberts)		

	Rates	Fringes
Cement Mason and plasterer.....	\$ 23.99	8.95

PLAS0103-001 05/01/2002

CHRISTIAN (North Part, South to a line running East and West established North of Humphrey including Stonington), DE WITT (Southern Half including Clinton), PIATT (Southern Part), and SHELBY (Excludes the towns of Cowden, Herrick, Lakewood, Moweaqua, Oconee, Shelbyville, Tower Hill, and Westervelt) COUNTY

	Rates	Fringes
Cement Mason/Plasterer.....	\$ 22.50	9.75

PLAS0143-001 05/01/2016

CHAMPAIGN, CLARK, CRAWFORD, DOUGLAS (Northern Part including Tuscola and Newman), EDGAR, EFFINGHAM, FORD, LAWRENCE, MOULTRIE, PIATT (Northern Half), VERMILION, AND WABASH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.26	18.00

PLAS0143-002 05/01/2014

CHAMPAIGN, CLARK, CRAWFORD, DOUGLAS (Northern part including Tuscola and Newman), EDGAR, EFFINGHAM, FORD, LAWRENCE, PIATT (Northern Half), VERMILION, AND WABASH COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.00	17.97

PLAS0143-013 04/01/2015

Alexander, Clay, Edwards, Fayette, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jasper, Jefferson, Johnson, Marion, Massac, Perry, Pope, Pulaski, Richland, Saline, Union, Wayne, White, and Williamson Counties

	Rates	Fringes
Cement Masons & Plasterers.....	\$ 29.50	14.73

PLAS0143-019 05/01/2016

COLES, CUMBERLAND, AND DOUGLAS (Southern Half excluding Tuscola & Newman) COUNTIES

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 32.26 18.00

PLUM0065-001 06/15/2013

CHRISTIAN (Assumption, Pana, & Radford), DE WITT, MACON,
MOULTRIE, PIATT (Western Half), and SHELBY COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 36.55	15.87

PLUM0130-003 06/01/2016

IROQUOIS COUNTY

	Rates	Fringes
PLUMBER.....	\$ 46.51	27.92

PLUM0136-001 10/01/2015

EDWARDS, LAWRENCE, WABASH, and WHITE COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 35.21	16.42

PLUM0137-001 04/01/2016

CHRISTIAN COUNTY (West of a North and South line Running from
the Western edge of Maion County including the town of Ohlman)

	Rates	Fringes
Pipefitter/steamfitter.....	\$ 41.84	16.57

PLUM0149-001 06/01/2016

CHAMPAIGN, COLES, CUMBERLAND, EFFINGHAM, FORD, JASPER, AND
PIATT (east half) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.06	19.62

PLUM0157-003 07/01/2015

Clark, Crawford, Douglas, Edgar, Richland, and Vermilion
Counties

	Rates	Fringes
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PLUMBER, PIPEFITTER,
STEAMFITTER.....\$ 36.73 14.48

PLUM0160-001 01/01/2016

ALEXANDER, HARDIN, JACKSON, JOHNSON, MASSAC, PERRY, POPE
PULLASKI, UNION, AND WILLIAMSON (Southern Half) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.60	17.70

PLUM0551-001 01/01/2016

FRANKLIN, GALLATIN, HAMILTION, JEFFERSON, SALINE, WAYNE, AND
WILLIAMSON (Northern Half) COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.25	21.10

PLUM0597-005 06/01/2016

IROQUOIS COUNTY

	Rates	Fringes
PIPEFITTER.....	\$ 47.50	29.79

PLUM0653-001 09/01/2015

CLAY, FAYETTE, and MARION COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 36.60	15.40

ROOF0002-006 06/01/2016

ALEXANDER, FRANKLIN, HAMILTON, JACKSON, JEFFERSON, JOHNSON,
MARION, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, and
WILLIAMSON COUNTIES

	Rates	Fringes
ROOFER.....	\$ 26.55	12.83

ROOF0092-001 06/01/2015

CHRISTIAN (Eastern Half), CLAY, DE WITT (Southern Half),
EFFINGHAM, FAYETTE, JASPER, MOULTRIE, PIATT (Western Half),
RICHLAND, AND SHELBY COUNTIES

	Rates	Fringes
ROOFER.....	\$ 27.97	18.11

ROOF0097-001 06/01/2015

CHAMPAIGN, CLARK, COLES, CUMBERLAND, DOUGLAS, EDGAR, FORD
(South of Piper City), PIATT (EAST SECTION OF PIATT, WEST OF &
EXCLUDING THE CITIES OF MONTICELLO & LODGE), and VERMILION
COUNTIES

	Rates	Fringes
ROOFER.....	\$ 29.95	17.92

ROOF0106-004 04/01/2015

MASSAC COUNTY

	Rates	Fringes
ROOFER		
Composition Roofer.....	\$ 28.80	14.11
Slate, Tile, Concrete,		
Slab, and Gypsum Plank.....	\$ 28.80	14.11

ROOF0106-005 04/01/2015

EDWARDS, GALLATIN, HARDIN, WHITE AND WABASH COUNTIES

	Rates	Fringes
ROOFER		
Composition Roofer.....	\$ 28.80	14.11
Slate, Tile, Concrete,		
Slab, and Gypsum Plank.....	\$ 28.80	14.11

ROOF0112-003 06/01/2015

CHRISTIAN COUNTY (Bolivia, Breckenridge, Buckhart, Bulpitt,
Callaway, Clarksville, Edinburgh, Grove City, Harvel,
Hewittsville, Humphrey, Jeisyville, Kincaid, Langlyville,
Morrisonville, Palmer, Roby, Sharpsbury, Taylorville, Tovey,
Vanderville, and Zenobia)

	Rates	Fringes
ROOFER.....	\$ 29.30	18.12

ROOF0150-001 07/01/2012

CRAWFORD and LAWRENCE COUNTIES

Rates	Fringes
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ROOFER.....\$ 26.50 10.07

SHEE0020-005 01/03/2011

CLARK, CRAWFORD, EDGAR & LAWRENCE COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 31.22	15.83

SHEE0218-004 06/01/2015

CHAMPAIGN, COLES, CUMBERLAND, DOUGLAS, FORD, MOULTRIE, PIATT,
SHELBY & VERMILION COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 35.74	23.06

SHEE0265-002 06/01/2011

IROQUOIS COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.66	23.95

SHEE0268-003 07/01/2010

ALEXANDER, CLAY, EDWARDS, EFFINGHAM, FAYETTE, FRANKLIN,
GALLATIN, HAMILTON, HARDIN, JACKSON, JASPER, JEFFERSON,
JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, RICHLAND,
SALINE, UNION, WABASH, WAYNE, WHITE, and WILLIAMSON COUNTIES

	Rates	Fringes
Sheet metal worker.....	\$ 33.28	14.80

TEAM0026-002 05/01/2016

CHAMPAIGN, COLES, CUMBERLAND, DEWITT, DOUGLAS, EFFINGHAM, FORD
(Southern Section - Elliot, Gibson City, Harpster, Melvin,
Paxton, Roberts & Sibley), IROQUOIS (Fountain Creek, Lovejoy,
Milford, Pigeon Grove, Prairie Green & Stockland), JASPER,
MOULTRIE (East of a line from the Northeast corner of the
county extending Southeast in the direction of Findlay (Shelby
County) to a point that intersects the Shelby County line),
PIATT (East of a line from where the DeWitt County line
intersects Route 10 in a Southeast direction towards the
Southeast corner of the county), SHELBY (East of an imaginary
line beginning at the Northeast border with Moultrie County
extending Southwest in the direction of Findlay and continuing
to an imaginary point 2.5 miles South of Middlesworth that
parallels the Cumberland County line), AND VERMILION COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 35.02	17.83
Group 2.....	\$ 35.54	17.83
Group 3.....	\$ 35.77	17.83
Group 4.....	\$ 36.10	17.83
Group 5.....	\$ 37.05	17.83

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0050-002 05/01/2016

ALEXANDER, CLAY, FAYETTE, FRANKLIN, HAMILTON, HARDIC, JACKSON, JEFFERSON, JOHNSON, MARION, MASSAC, PERRY, POPE, PULASKI, SALINE, UNION, WAYNE, WHITE, WILLIAMSON COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 35.15	18.03
Group 2.....	\$ 35.64	18.03
Group 3.....	\$ 35.91	18.03
Group 4.....	\$ 36.21	18.03
Group 5.....	\$ 37.17	18.03

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse

employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0135-007 05/01/2016

CLARK, CRAWFORD, EDGAR, EDWARDS, LAWRENCE, RICHLAND, and WABASH COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 33.45	12.20+a
Group 2.....	\$ 33.85	12.20+a
Group 3.....	\$ 34.05	12.20+a
Group 4.....	\$ 34.30	12.20+a
Group 5.....	\$ 35.05	12.20+a

FOOTNOTE: a. \$31.00 per day

CLASSIFICATIONS:

Group 1 - Drivers on 2 axle truckshauling less than 9 ton; Air compressor and welding machines and brooms, including those pulled by separate units; Truck Driver Helpers; Warehouse employees; Mechanic helpers; Greasers and tiremen; fork lifts up to 6,000 pounds capacity

Group 2 - 2 or 3 axle trucks hauling more than 9 ton but hauling less than 16 ton; A-frame winch trucks; Hydrolift trucks; Vactor trucks or similar equipment when used for transportation purposes; Fork lifts over 6,000 pound capacity; Winch trucks; 4 axle combination units; In the event the Employer desires to use ticket writers that classification shall come under Group II

Group 3 - 2, 3, or 4 axle trucks hauling 16 ton or more; Drivers on water pulls; Articulated Dump Trucks; Mechanics and working forepersons; 5 axle or more combination units

Group 4 - Low Boy; Oil Distributors

Group 5 - Drivers who require special protective clothing while employed on hazardous waste work.

* TEAM0179-010 06/01/2015

IROQUOIS COUNTY (All except the townships of Milford, Stockland, Loda, Pigeon Grove, Fountain Creek, Lovejoy, and Prairie Green)

	Rates	Fringes
TRUCK DRIVER		
2 or 3 axles.....	\$ 36.45	0.25+a
4 axles.....	\$ 36.60	0.25+a
5 axles.....	\$ 36.80	0.25+a
6 axles.....	\$ 37.00	0.25+a

FOOTNOTE: a. \$647.20 per week.

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40

feet; Pole and Expandable Trailers hauling material over 50 feet long;
 Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

 * TEAM0179-013 06/01/2015

FORD COUNTY (North section the of the County North of a line from the Southeastern corner of Livingston County straight East to the Ford-Irquois County Line)

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axle Trucks.....	\$ 36.45	0.25+a
4 Axle Trucks.....	\$ 36.60	0.25+a
5 Axle Trucks.....	\$ 36.80	0.25+a
6 Axle Trucks.....	\$ 37.00	0.25+a
All Lowboy Trucks.....	\$ 37.20	0.25+a

FOOTNOTE: a. \$647.20 per week.

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

CLASSIFICATIONS:

Group 1 - Frame Truck when used for transportation purposes; Air Compressor and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Articulated Dumps; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry Alls; Forl Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors, two-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Pothole Repair Trucks; Power Mower Tractors; Quick Change Barrier; Self-Propelled Chip Spreader; Shipping and Receiving Clerks and Checkers; Skipman; Slurry Trucks, two-man operation; Slurry Trucks, Conveyor Operated - 2 or 3 man operation; Teamsters; Unskilled Dumpmen; Warehousemen and Dockmen; Truck Drivers hauling warning lights, barricades, and portable toilets on the job site

Group 2 - Dispatcher; Dump Crets and Adgetators 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; Winch Trucks, 2 Axles

Group 3 - Dump Crets and Adgetators, 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers 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, one-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry Trucks, one-man operation; Winch Trucks, 3 axles or more; Mechanic - *Truck Welder and *Truck Painter*These classifications shall only apply in areas where and when it has been a past area practice; Asphalt Plant Operators in areas where it has been past practice

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

TEAM0279-002 05/01/2016

CHRISTIAN, MOULTRIE (West of a line from the NE Corner, extending straight SE in the direction of Findlay (Shelby County) to a point that intersects the Shelby county line), PIATT (West of a line from where the DeWitt County line intersects Route 10, in a SE direction toward the SE border of the county), SHELBY (West of an imaginary line beginning at the NE border with Moultrie County, extending SW in the direction of Findlay, and continuing to the same point (2.5 miles) South of Middlesworth, then towards the NE cordner of Fayette County) COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 35.15	18.03
Group 2.....	\$ 35.64	18.03
Group 3.....	\$ 35.91	18.03
Group 4.....	\$ 36.21	18.03
Group 5.....	\$ 37.17	18.03

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hualing more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks;

Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

TEAM0347-001 05/01/2016

GALLATIN COUNTY

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 33.59	19.37
Group 2.....	\$ 34.11	19.37
Group 3.....	\$ 34.36	19.37
Group 4.....	\$ 34.69	19.37
Group 5.....	\$ 35.62	19.37

CLASSIFICATIONS:

GROUP 1: Drivers on 2 axles hauling less than 9 tons; air compressor & welding machines and brooms, including those pulled by separate units; Truck Driver Helper, warehouse employees; Mechanic Helpers; greasers and tiremen; pick-up trucks when hauling material, tools, or workers to and from and on the job site; and forklifts up to 6,000 lb capacity.

GROUP 2: 2 or 3 axles hauling more than 9 tons but hauling less than 16 tons; A-frame winch trucks; hydrolift trucks; Vactor Trucks or similar equipment when used for transportation purposes; Forklift over 6,000 lb.capacity; winch trucks; and four axle combination units.

GROUP 3: 2, 3 or 4 Axles hauling 16 tons or more; 5-Axles or more combination units; drivers on water pulls; articulated dump trucks; mechanics and working forepersons.

GROUP 4: Low Boy and Oil Distributors.

GROUP 5: Drivers who require special protective clothing while employed on hazardous waste work.

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.

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END OF GENERAL DECISION

General Decision Number: IL160009 07/08/2016 IL9

Superseded General Decision Number: IL20150009

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was 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 \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	01/29/2016
3	02/19/2016
4	02/26/2016
5	04/01/2016
6	06/03/2016
7	06/17/2016
8	06/24/2016
9	07/01/2016
10	07/08/2016

ASBE0017-001 06/01/2015

	Rates	Fringes
ASBESTOS WORKER/INSULATOR Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems.....	\$ 48.45	24.35
Fire Stop Technician.....	\$ 38.76	23.15
HAZARDOUS MATERIAL HANDLER includes preparation, wetting, stripping removal scrapping, vacuuming,		

bagging and disposal of
all insulation materials,
whether they contain
asbestos or not, from
mechanical systems.....\$ 36.34 23.15

BOIL0001-001 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 42.13	25.45

BRIL0021-001 06/01/2015

	Rates	Fringes
BRICKLAYER.....	\$ 43.78	24.81

BRIL0021-004 06/01/2015

	Rates	Fringes
Marble Mason.....	\$ 43.03	24.25

BRIL0021-006 06/01/2015

	Rates	Fringes
TERRAZZO WORKER/SETTER.....	\$ 41.88	23.34
TILE FINISHER.....	\$ 33.60	15.22
TILE SETTER.....	\$ 40.49	16.93

BRIL0021-009 06/01/2015

	Rates	Fringes
MARBLE FINISHER.....	\$ 32.40	23.85

BRIL0021-012 06/01/2014

	Rates	Fringes
Pointer, cleaner and caulker.....	\$ 41.62	22.46

CARP0555-001 06/01/2015

BUILDING, HEAVY, AND HIGHWAY

	Rates	Fringes
CARPENTER Carpenter, Lather, Millwright, Piledriver, and Soft Floor Layer.....	\$ 44.35	28.81

CARP0555-002 10/01/2015

RESIDENTIAL CONSTRUCTION

	Rates	Fringes
CARPENTER.....	\$ 35.11	28.81

 ELEC0009-003 06/01/2016

	Rates	Fringes
Line Construction		
Groundman.....	\$ 38.14	23.71
Lineman and Equipment		
Operator.....	\$ 48.90	30.40

 * ELEC0134-001 06/06/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 46.10	31.15

 ELEC0134-002 04/01/1998

	Rates	Fringes
ELECTRICIAN		
CLASS "B".....	\$ 20.71	2.975+a+b

CLASS B SCOPE OF WORK:

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

FOOTNOTES:

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

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

 * ELEC0134-003 06/06/2016

	Rates	Fringes
ELECTRICIAN		
ELECTRICAL TECHNICIAN.....	\$ 42.02	23.00

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 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.

 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 06/01/2016

Building and Residential Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 49.10	34.85
GROUP 2.....	\$ 47.80	34.85
GROUP 3.....	\$ 45.25	34.85
GROUP 4.....	\$ 43.50	34.85

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 yd. and over; Hoists, Elevators, Outside
Type Rack and pinion and similar Machines; Hoists, One,
Two, and Three Drum; Hoists, Two Tugger One Floor;
Hydraulic Backhoes*; Hydraulic Boom Trucks; Hydraulic Vac
(and similar equipment); Locomotives; Motor Patrol*; Pile
Drivers amd Skid Rig*; Post Hole Digger; Pre- Stress
Machine; Pump Cretes Dual Ram(Requiring frequent
Lubrication and Water); Pump Cretes; Squeeze Cretes-Screw
Type Pumps Gypsum Bulker and Pump; Raised and Blind Hole
Drill*; Roto Mill Grinder (36" and Over)*; Roto Mill
Grinder (Less Than 36")*; Scoops-Tractor Drawn; Slip-Form
Paver*; Straddle Buggies; Tournapull; Tractor with Boom,
and Side Boom; and Trenching Machines*.

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

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

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

*-Requires Oiler

* ENGI0150-025 06/01/2016

Heavy and Highway Construction

	Rates	Fringes
OPERATOR: Power Equipment		
GROUP 1.....	\$ 47.30	34.85
GROUP 2.....	\$ 46.75	34.85
GROUP 3.....	\$ 44.70	34.85
GROUP 4.....	\$ 43.30	34.85
GROUP 5.....	\$ 42.10	34.85

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 Backhoe 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 06/01/2015		
	Rates	Fringes
IRONWORKER		
Sheeter.....	\$ 44.45	35.54
Structural and Reinforcing..	\$ 44.20	35.54

IRON0063-001 06/01/2015		
	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 45.00	32.14

IRON0063-002 06/01/2015		

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 37.34	25.41

IRON0136-001 07/01/2016

	Rates	Fringes
IRONWORKER		
Machinery Movers; Riggers;		
Macinery Erectors.....	\$ 40.00	31.76
Master Riggers.....	\$ 42.50	31.76

LABO0002-006 06/01/2016

	Rates	Fringes
LABORER (BUILDING & RESIDENTIAL)		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.20	26.30
GROUP 3.....	\$ 40.28	26.30
GROUP 4.....	\$ 40.30	26.30
GROUP 5.....	\$ 40.40	26.30
GROUP 6.....	\$ 40.40	26.30
GROUP 7.....	\$ 40.43	26.30
GROUP 8.....	\$ 40.53	26.30
GROUP 9.....	\$ 40.55	26.30
GROUP 10.....	\$ 40.75	26.30
GROUP 11.....	\$ 40.78	26.30
GROUP 12.....	\$ 40.40	26.30

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 06/01/2016

	Rates	Fringes
LABORER (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.28	26.30
GROUP 3.....	\$ 40.40	26.30
GROUP 4.....	\$ 40.43	26.30
GROUP 5.....	\$ 40.40	26.30

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), Gunitite

GROUP 4: Rakers, Lutemen; Machine-Screwmen; Kettleman; 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 06/01/2016

	Rates	Fringes
LABORER (Compressed Air)		
0 - 15 POUNDS.....	\$ 41.20	26.30
16 - 20 POUNDS.....	\$ 41.70	26.30
21 - 26 POUNDS.....	\$ 42.20	26.30
27 - 33 POUNDS.....	\$ 43.20	26.30
34 - AND OVER.....	\$ 44.20	26.30
LABORER (Tunnel and Sewer)		
GROUP 1.....	\$ 40.20	26.30
GROUP 2.....	\$ 40.33	26.30
GROUP 3.....	\$ 40.43	26.30

GROUP 4.....	\$ 40.55	26.30
GROUP 5.....	\$ 40.20	26.30

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; skimmers; 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 06/01/2016

	Rates	Fringes
LABORER (DEMOLITION/WRECKING)		
GROUP 1.....	\$ 35.00	26.30
GROUP 2.....	\$ 40.40	26.30
GROUP 3.....	\$ 40.40	26.30

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

	Rates	Fringes
PAIN0014-001 06/01/2016		
	Rates	Fringes
PAINTER (including taper).....	\$ 44.55	26.09

	Rates	Fringes
PAIN0027-001 06/01/2016		
	Rates	Fringes
GLAZIER.....	\$ 41.70	34.02

	Rates	Fringes
PLAS0005-002 07/01/2015		
	Rates	Fringes
PLASTERER.....	\$ 42.25	26.65

	Rates	Fringes
PLAS0502-001 06/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 44.25	29.91

	Rates	Fringes
PLUM0130-001 06/01/2016		
	Rates	Fringes
PLUMBER.....	\$ 48.25	27.92

	Rates	Fringes
PLUM0597-002 06/01/2016		
	Rates	Fringes
PIPEFITTER.....	\$ 47.50	29.79

	Rates	Fringes
ROOF0011-001 06/01/2016		
	Rates	Fringes
ROOFER.....	\$ 41.70	21.40

	Rates	Fringes
SFIL0281-001 06/01/2016		
	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.20	25.18

	Rates	Fringes
SHEE0073-001 06/01/2011		

	Rates	Fringes
Sheet Metal Worker.....	\$ 40.56	27.23

SHEE0073-002 06/01/2011

	Rates	Fringes
Sheet Metal Worker ALUMINUM GUTTER WORK.....	\$ 27.63	27.23

TEAM0731-001 06/01/2015

COOK COUNTY - HEAVY AND HIGHWAY

	Rates	Fringes
TRUCK DRIVER		
2 or 3 Axles.....	\$ 35.03	18.85
4 Axles.....	\$ 35.28	18.85
5 Axles.....	\$ 35.48	18.85
6 Axles.....	\$ 35.68	18.85

FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. 900 straight time hours or more in 1 calendar year for the same employer shall receive 1 week paid vacation; 3 years - 2 weeks paid vacation; 10 years - 3 weeks paid vacation; 20 years - 4 weeks paid vacation.
- C. An additional \$.20 per axle shall be paid for all vehicles with more than six (6) axles.

TEAM0731-002 03/01/2012

	Rates	Fringes
Traffic Control Device Monitor TRAFFIC SAFETY WORKER: Primary duties include but are not limited to the delivery, maintenance and pick-up of traffic control devices, the set-up and installation of traffic signs, pavement markings, barricades, crash barrels and glare screens, traffic control surveillance, the repair and maintenance trucks, cars, arrow		

boards, message signs,
barricade and sign
fabrication equipment.....\$ 28.25 9.08

TEAM0786-001 06/01/2015

COOK COUNTY - BUILDING AND RESIDENTIAL

	Rates	Fringes
TRUCK DRIVER		
2 & 3 Axles.....	\$ 37.395	.25+a
4 Axles.....	\$ 37.645	.25+a
5 Axles.....	\$ 37.855	.25+a
6 Axles.....	\$ 38.065	.25+a

FOOTNOTES:

a. \$659.00 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.

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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.

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END OF GENERAL DECISION