



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcounty.gov

County Office Building
302 N. Chicago Street
Joliet, IL 60432

November 4, 2025

To Whom It May Concern:

You are invited to submit your sealed proposal to perform various construction projects for the County of Will through General Government Services Contracting (GGSC) procurement.

Complete bid specifications are included, **which will act as the contract and must be filled out and returned as such.**

The General Government Services Contract awarded under this solicitation will have an Estimated Annual Value of \$2,000,000. The initial term of the Contract will be for one (1) year and include an option for two (2) additional one-year terms.

This Contract may be used to perform any Work on facilities or properties under the jurisdiction of the County of Will including, but not limited to, interior and exterior building renovations and repairs, site work, mechanical, electrical, plumbing, HVAC, concrete, masonry, maintenance of parking lots, roofing replacement and/or repairs, streetscape repairs, and improvements to County sites. This Contract may also be used as a joint purchase agreement between the County, as well as other agencies located within the Six County Area and State of Illinois.

It is the current intention of the County to award one (1) General Government Services Contract under this solicitation. The County reserves the right to make additional awards under this solicitation for a period of 90 days after contract award if it is in the best interests of the County and the program.

A **mandatory** pre-bid meeting is scheduled for 11:00 A.M., on Tuesday, November 18, 2025, at the Will County Office Building, 302 N. Chicago St. Joliet, IL 60432, 2nd Floor. Please contact the Will County Purchasing Department at purchasing@willcounty.gov by 3:00 PM Friday, November 14, 2025, to pre-register your attendance. Pre-registration is mandatory.

A 10% Bid Bond or Cashier's Check made payable to the Will County Treasurer MUST accompany your bid, or it will not be considered. Money Orders or Company checks will not be accepted.



WILL COUNTY, ILLINOIS

PURCHASING DEPARTMENT

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

KEVIN LYNN
DIRECTOR

P. 815-740-4712
F. 815-740-4604
E. klynn@willcounty.gov

County Office Building
302 N. Chicago Street
Joliet, IL 60432

Sealed bids will be received in the purchasing department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, **DUE NOT LATER THAN 2:00 P.M., "AS SO INDICATED BY THE TIME STAMP CLOCK OF WILL COUNTY", TUESDAY, DECEMBER 9, 2025.**

Bids will be publicly opened and read by the Will County Executive or her Representative at **2:05 P.M., TUESDAY, DECEMBER 9, 2025**, at the Will County Office Building, 302 N. Chicago Street, 2nd Floor, Joliet, IL. 60432. You are welcome to attend the meeting.

Should you have any questions regarding this bid, please contact the Will County Purchasing Department, in writing, at purchasing@willcounty.gov.

We welcome your bid.

Sincerely,

Kevin Lynn

Kevin Lynn
Purchasing Director

**ADVERTISEMENT OF BID
GENERAL GOVERNMENT SERVICES CONTRACTING
WILL COUNTY, JOLIET, IL.**

SEALED PROPOSALS FOR VARIOUS CONSTRUCTION PROJECTS FOR THE COUNTY OF WILL THROUGH GENERAL GOVERNMENT SERVICES CONTRACTING (GGSC) WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF 2:00 P.M., TUESDAY, DECEMBER 9, 2025.

THE GENERAL GOVERNMENT SERVICES CONTRACT AWARDED UNDER THIS SOLICITATION WILL HAVE AN ESTIMATED ANNUAL VALUE OF \$2,000,000. THE INITIAL TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR AND INCLUDE AN OPTION FOR TWO (2) ADDITIONAL ONE-YEAR TERMS.

THIS CONTRACT MAY BE USED TO PERFORM ANY WORK ON FACILITIES OR PROPERTIES UNDER THE JURISDICTION OF THE COUNTY OF WILL INCLUDING, BUT NOT LIMITED TO, INTERIOR AND EXTERIOR BUILDING RENOVATIONS AND REPAIRS, SITE WORK, MECHANICAL, ELECTRICAL, PLUMBING, HVAC, CONCRETE, MASONRY, MAINTENANCE OF PARKING LOTS, ROOFING REPLACEMENT AND/OR REPAIRS, STREETScape REPAIRS, AND IMPROVEMENTS TO COUNTY SITES. THIS CONTRACT MAY ALSO BE USED AS A JOINT PURCHASE AGREEMENT BETWEEN THE COUNTY, AS WELL AS OTHER AGENCIES LOCATED WITHIN THE SIX COUNTY AREA AND STATE OF ILLINOIS.

A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON **TUESDAY, NOVEMBER 18, 2025, AT 11:00 A.M.**, AT THE COUNTY OFFICE BUILDING, 302 N CHICAGO ST. JOLIET, IL 60432. PLEASE CONTACT THE WILL COUNTY PURCHASING DEPARTMENT VIA EMAIL AT purchasing@willcounty.gov BY **3:00 P.M. FRIDAY, NOVEMBER, 14 2025** TO REGISTER YOUR COMPANY/ATTENDEES. PRE-REGISTRATION IS MANDATORY

BIDS WILL BE PUBLICLY OPENED AND READ BY THE WILL COUNTY EXECUTIVE OR HER REPRESENTATIVE AT 2:05 P.M., TUESDAY, DECEMBER 9, 2025, AT THE WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., 2ND FLOOR, JOLIET, IL. 60432.

SPECIFICATIONS AND CONDITIONS OF THE BID ARE AVAILABLE AT www.demandstar.com OR www.willcounty.gov AS WELL AS THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, (815) 740-4712 OR BY SUBMITTING REQUEST VIA EMAIL AT purchasing@willcounty.gov

THE TENDERING OF A BID TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE SPECIFICATIONS. THE BIDDER ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ALL BIDS, AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY BID RECEIVED IN WHOLE OR PART AS MAY BE SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT.

**THE COUNTY OF WILL
RFP NUMBER: 2025-83**

**GENERAL GOVERNMENT SERVICES
CONTRACTING - 2025**

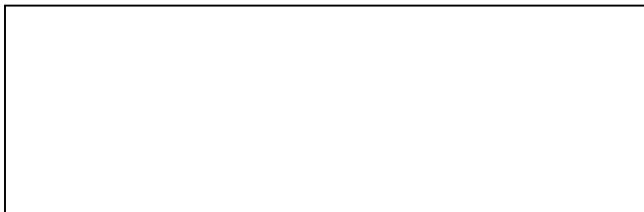
**VOLUME I - RFP AND SOLICITATION
DOCUMENTS**

**PRE-PROPOSAL MEETING
TUESDAY, NOVEMBER 18, 2025
11:00 AM**

**LOCATION:
Will County Office Building
302 N. Chicago Street, Joliet, IL 60432**

**DUE DATE/TIME:
TUESDAY, DECEMBER 9, 2025 at 2:00 PM**

**LOCATION:
Will County Office Building
302 N. Chicago Street, Joliet, IL 60432**



VOLUME I - RFP SOLICITATION DOCUMENT

TABLE OF CONTENTS

ARTICLE	PAGE
I. PROPOSAL DOCUMENT SUBMITTAL CHECKLIST	1
II. GENERAL TERMS AND CONDITIONS	2
III. SCOPE OF WORK AND SUBMITTAL REQUIREMENTS	15
IV. PROPOSAL FORMS	29
V. GGSC GENERAL CONDITIONS	32
VI. ATTACHMENTS TO BE SUBMITTED WITH THE PROPOSAL	47
A. Attachment A - Company Profile	48
B. Attachment B - Comparable Project Experience (B1, B2, and B3)	51
C. Attachment C - General Understanding of the GGSC Procurement System	54
D. Attachment D - List of All General Government Services Contracts Awarded Since 2014	56
E. Attachment E - List of Most Recent GGSC Contracts Awarded Before January 1, 2017	58
F. Attachment F - List of GGSC Contracts that were Not Active for Potential Maximum Time	60
G. Attachment G - Identification of Key Personnel and GGSC Experience	62
H. Attachment H - Local Business Utilization Plan	64
I. Attachment I - Vendor Information Sheet	66
J. Attachment J - W-9	67
K. Attachment K - Affidavit of Compliance	71
L. Attachment L - Rider Clause	79
M. Attachment M - Agreement	81
VII. EXHIBITS	
A. Exhibit A - Federally Funded Work	83
B. Exhibit B - Supplemental Specifications	88
C. Exhibit C - Wage Rates: Cook County, DuPage County, Lake County, Will County, Kane County, McHenry County	102
D. Exhibit D - Sample Certificate of Insurance	145

ARTICLE I
PROPOSAL DOCUMENT SUBMITTAL CHECKLIST

Checklist includes Proposal Forms and Supplemental Documents required for a responsive Proposal

This checklist is intended to assist you. Missing forms may invalidate your proposal. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item.

PLEASE NOTE THAT PARTS 1 AND 2 BELOW MUST BE SUBMITTED IN SEPARATE ENVELOPES!

Part 1:

1. _____ Proposal Form 1: Cover Page (Ensure that Form is Signed)
2. _____ Contractor's Response to Format and Evaluation Criteria
 - _____ Attachment A - Company Profile
 - _____ Attachment B1 - Comparable Project Experience (Equal to or Less than \$50,000)
 - _____ Attachment B2 - Comparable Project Experience (Greater than \$50,000 and up to \$100,000)
 - _____ Attachment B3 - Comparable Project Experience (Greater than \$100,000 and Less than \$250,000)
 - _____ Attachment C - General Understanding of the GGSC Procurement System
 - _____ Attachment D - List of All General Government Services Contracts Awarded Since 2014
 - _____ Attachment E - List of Most Recent GGSC Contracts Awarded Before January 1, 2017
 - _____ Attachment F - List of All GGSC Contracts Not Active for Potential Maximum Time
 - _____ Attachment G - Identification of Key Personnel and GGSC Experience
 - _____ Attachment H - Local Business Utilization Plan
3. _____ Attachment I - Vendor Information Sheet
4. _____ Attachment J - W-9
5. _____ Attachment K - Affidavit of Compliance
6. _____ Attachment L - Rider Clause
7. _____ Attachment M - Agreement
8. _____ Bid Bond (to be inserted by the Proposer)
9. _____ Certificates of All Required Insurance (to be inserted by the Proposer)

Part 2 (Submitted in a separate envelope from Part 1):

1. _____ Proposal Form 2: Schedule of Prices
2. _____ Proposal Form 3: Determination of Award Criteria Figure

ARTICLE II
GENERAL TERMS AND CONDITIONS

BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS. FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

RFP PROCESS

PROPOSAL FORMS

Proposals must be accompanied by a fully executed Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the proposer, properly signed in the appropriate places, and submitted in a sealed envelope.

PROPOSAL DEPOSIT

When a proposal deposit is required as indicated on the Request for Proposal, each proposal must be accompanied by either a bid bond signed by a surety company authorized to do business in Illinois or a cashier's check. For this solicitation, the bid bond shall be in the amount of \$200,000.00. When proposals are awarded, the Director of Purchasing shall return all checks except those of the successful proposer. The check(s) of the successful proposer will be returned upon submission within ten (10) days of a properly executed performance bond.

SUBMISSION OF PROPOSALS

All proposals submitted must be received in an envelope by the Director of Purchasing before the time specified for receipt of proposal. The envelope must be clearly marked "SEALED PROPOSAL" -- WITH THE RFP TITLE, RFP NUMBER, DATE DUE AND TIME OF RECEIPT, written on the front of the envelope. The Director of Purchasing, or his designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Purchasing Department). Formal sealed proposals, amendments thereto, or requests for withdrawal of proposals after the time specified for the proposal opening will not be considered.

ADDENDUM

Proposers shall acknowledge the receipt of any addendum interpreting the specifications on the proposal form.

SAMPLES

Samples or drawings requested shall be delivered free of charge with the proposal. Rejected samples shall be removed by the proposer at his own expense after receipt of same. Accepted samples may be retained during the life of the contract.

QUESTIONS

All questions concerning the RFP shall be submitted to the Director of Purchasing. Questions requiring clarification or interpretation of the specifications shall be submitted to the Director of Purchasing in writing by 12:00 PM on December 2, 2025. Whenever the answer to a question is contained in the documents the proposer shall be directed to the provision in the specifications which responds to the question. The County of Will shall not be responsible for any other explanation of the specifications made prior to the receipt of proposals.

PARTY INTERESTED IN MORE THAN ONE PROPOSAL

A party who has quoted prices for Work, materials, or supplies to a proposer is not thereby disqualified from quoting prices to other proposers or from submitting a proposal directly for the Work, materials, or supplies.

PROPOSALS BINDING FOR 90 DAYS

Unless otherwise specified in the specifications, all formal proposals submitted shall be binding for one hundred & eighty (90) calendar days following date of receipt.

WITHDRAWAL OF PROPOSALS

A written request for the withdrawal of a proposal will be granted if the request is received by the Director of Purchasing prior to the specified time of opening.

PROPOSERS INVITED TO PROPOSAL OPENING

At the time assigned for the opening of formal proposals, the proposals will be opened and read aloud. Proposers are encouraged to attend all openings and to offer constructive suggestions for improvements to proposal format or any way in which greater savings can be realized.

AWARDING THE PROPOSAL

CRITERIA FOR AWARDING AND RESERVATION OF RIGHTS

The contract will be awarded to the responsible, responsive proposer, or any other proposer determined by the County of Will, pursuant to the Will County Purchasing ordinance, to be in the best interest of the County, who meets or exceeds the criteria, provisions sought by the requesting department. The County of Will reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the County. The County also reserves the right to reject the RFP of a proposer who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation shows is not in a position to perform the contract.

In determining responsibility, the following qualifications may be considered by the County:

- (a) The ability, capacity, and skill of the proposer to perform the contract or provide the service required.
- (b) Whether the proposer can perform the contract or provide service promptly, or within the time specified, without delay or interference.
- (c) The quality of performance of previous contracts or services.
- (d) The previous and existing compliance by the proposer with laws and ordinances relating to the contract or service.

RFP NO. 2025-83 - GENERAL GOVERNMENT SERVICES CONTRACTING

- (e) The sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service.
- (f) The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- (g) The ability of the proposer to provide future maintenance and service for the use of the subject of the contract.
- (h) Proposer's record of experience in this field of endeavor; and the size and scope required in the proposals specifications.

NOTICE OF AWARD

The County intends to accept in writing one of the proposals, within ninety (90) days from the date of receipt, or the time specified within the specifications, unless the awardee extends the time of acceptance to the County.

CONTRACT AWARD MANDATORY TERMS

By submitting a proposal, the Proposer agrees to accept to be bound by the following terms and requirements in any resulting contract:

REGISTRATION REQUIRED

Companies awarded proposals should be registered to do business in the State of Illinois and the County of Will. The County may verify status with the State prior to awarding contract.

BOND REQUIREMENTS

EXECUTION OF A PERFORMANCE BOND AND LABOR AND MATERIALS BOND

Within ten (10) calendar days of acceptance of the proposer's proposal by the County, the proposer must supply a Performance Bond and a Labor and Materials Bond in the amount of \$2,000,000. The surety company must be licensed to do business in the State of Illinois. In the event that the parties agree to exercise an option period, the Proposer shall deliver a new Performance Bond and Labor and Materials Bond meeting the requirements above.

FAILURE TO FURNISH BOND

In the event that the proposer fails to furnish the above mentioned bonds within ten (10) calendar days after acceptance of proposal by the County, then the bid bond of the proposer shall be retained by the County as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages that County will sustain due to the proposer's failure to furnish said bonds.

FORMAL SPECIFICATIONS

When a formal, numbered specification is referred to in this invitation, no deviation from that specification will be permitted.

TAX EXEMPTION

Sales to the County of Will are exempt from state and local retailers' occupation tax, state and local service occupational tax, use tax, and service use tax pursuant to Rule No. 40 of the Illinois Retailers Occupation Tax Rules issued April 15, 1965. The County's tax exemption number shall be provided at time of contract award.

FINANCIAL RESPONSIBILITY PROVISIONS

GENERAL GUARANTY

Contractor agrees to:

- (a) Hold the County, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract which the Contractor is not the patentee, assignee, licensee, or County; and
- (b) Protect the County against latent defects in materials or workmanship and repair or replace any articles damaged or marred; and
- (c) Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, and rules of the County and the State of Illinois. All permits, licenses, and fees will be the responsibility of the Contractor. The County reserves the right to waive or reimburse fees on a case-by-case basis.

WARRANTIES

Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship furnished by Contractor and all subcontractors FOR A PERIOD OF ONE YEAR from final acceptance by the Owner if required unless otherwise noted in the specifications. If within the guarantee period, any defects or signs of deterioration are noted which, in the opinion of the County, are due to faulty design and installation, workmanship, or materials, the County shall notify the Contractor. Contractor will be responsible for notifying the subcontractor for the same, At the Contractor's expense, the Contractor shall repair or replace any defects or signs of deterioration to the complete satisfaction of the County.

TERMINATION

This Agreement may be terminated by the County at any time upon thirty (30) days written notice, or by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. This Agreement is also subject to termination by either party if either party is restrained by state or federal law of a court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Mailing of such notice, as and when above provided, shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

If this Agreement is terminated due to the County's substantial failure to perform, the Contractor shall be paid for the Work completed to date, subject to setoff for any damages, losses or claims against the County resulting from or relating to Contractor's performance or failure to perform under this agreement.

In the event of termination by the County upon notice and without cause, upon completion of any phase of the Work, fees due the Contractor for services rendered through such phase shall constitute

total payment for services. In the event of such termination by the County during any phase of a Task Order, the Contractor may be paid for services rendered during the phase on the basis of the proportion of Work completed on the phase as of the date of termination to the total Work required for that phase. In the event of any such termination, the Contractor also may be reimbursed for the charges of independent professional associates and contractors employed by the Contractor to render Work and paid for all unpaid Work not in dispute.

Reimbursable expenses mean the amount of Work completed by the Contractor or the Contractor's independent professional associates or contractors, directly or indirectly in connection with the Project.

INSURANCE: At the Contractor's expense, the Contractor shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The Contractor and subcontractors must furnish Certificates of Insurance to the County with its submitted proposal. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the County. The Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductible or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Contractor maintains higher limits than the minimums shown below, the County shall be entitled to coverage for higher limits maintained by the Contractor.

A. Commercial General Liability:

Coverage shall be at least as board as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Injury/Advertising Injury.

Limits:

General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00

B. Automobile Liability:

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:

Combined Single Limit Per Accident \$2,000,000.00

C. Workers' Compensation:

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

D. Employers' Liability

Limits

Each Accident	\$2,000,000.00
Each Employee Bodily Injury by Disease	\$2,000,000.00
Policy Limit Bodily Injury by Disease	\$2,000,000.00

E. Errors & Omissions Liability/Professional Liability:

Errors & Omissions Liability insurance appropriate to the Contractor or subcontractor's profession. Architects and engineers' coverage is to be endorsed to include contractual liability.

Per Occurrence	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

If Errors & Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown and must be before the date of the contract or the beginning of contract Work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of contract Work.
3. If coverage is canceled or non- renewed and not replaced with another claims- made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract Work.

F. Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The County, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor, her agents, representatives, employees or subcontractors; and with respect to liability arising out of Work or operations

performed by or on behalf of the Contractor, her agents, representatives, employees or subcontractors including materials, parts or equipment furnished in connection with such Work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the Contractor's insurance policy, or as a separate County's policy. The Certificate shall name (owner's Name) as an additional Insured using ISO CG 20 10 11 85 or its equivalent, and such coverage shall apply on a primary and non-contributory basis.

2. For any claims related to the performance of the Contractor's Work, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all Work performed by the Contractor, its employees, agents and subcontractors.

The Contractor understands that the acceptance of Certificates of Insurance, policies and any other documents by the County in no way releases the Contractor from the requirements set forth herein.

DRAWINGS AND DOCUMENTS

Any drawings, survey data, reports, studies, specifications, estimates, maps, computations, and other documents required to be prepared by Contractor for the Project shall be the property of the County.

Any drawings and other documents required to be prepared by the Proposer as part of their proposals and/or made pursuant to any resulting contract for the Project shall be the property of the County.

All documents, including without limitation, drawings, specifications, and computer software prepared pursuant to any resulting Agreement are instruments of service with respect to the Project.

Such documents are not intended or represented to be suitable for reuse by the County or others for expansion of the Project or for any other Project.

INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers or employees from any and all claims, suits, actions, costs, and fees, including attorney fees, of every nature or description arising from, growing out of, or connected with the performance of this Agreement because of any negligent act or omission, neglect, or misconduct of the Contractor its employees and agents, or any of its subcontractors. Except as to professional liability, such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided.

The Contractor shall be responsible for any and all damages to property or persons and for any losses or costs to repair or remedy construction as a result of any negligent act or omission, neglect, or misconduct in the performance of its Work and shall indemnify and hold harmless the County, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting therefrom. Acceptance of the Work will not relieve the Contractor of responsibility for subsequent correction of any such errors, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom. Except as to professional liability, these indemnities shall not be limited

by the listing of any insurance coverage.

Nothing contained herein shall be construed as prohibiting the County, its Board Members, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions, or suits brought against them. The Contractor shall be liable for the costs, fees, and expense incurred in the defense of any such claims, actions, or suits.

CERCLA INDEMNIFICATION

The Contractor shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the County, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, *et seq.*, as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Contractor, both before and after its disposal.

The Contractor shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the County resulting from such delay, caused by any errors, omissions and/or negligent acts of the County or its agents, or by changes ordered in the Work, or as a result of any federal, state or regulatory authority, or riot or civil commotion, or by any other cause beyond the Contractor's control. In the event of such delay, the Contractor will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

The Contractor shall not be responsible for any damages which may occur as a result of any modifications made to the plans of the Contractor by others without the Contractor's knowledge, or for damages which may occur because of the improper or negligent acts of third parties.

The County will release and hold harmless the Contractor for delays or losses experienced by the County or others which result from the discovery of concealed conditions which require additional design, disposal, mitigation or other remedial action. When such discovery warrants the need for additional services, those services may be considered.

ASSIGNMENT/TERMINATION/DEFAULT SUCCESSORS AND ASSIGNS

The County and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any office or agent of any public body which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the County and the Contractor.

MATERIAL SAFETY DATA SHEETS

It is a federal law that chemical manufacturers and importers must develop an MSDS for each hazardous chemical they produce or import and must provide the MSDS automatically at the time of the initial shipment of a hazardous chemical to a downstream distributor or user, or anytime the chemical makeup of the product is changed. Distributors must also ensure that downstream employees are similarly provided with an MSDS.

The Contractor who is awarded this contract, and if the above paragraph applies to Work completed under this Contract, must submit prior to issuance of the Notice to Proceed, Material Data Sheets which include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. In addition, information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health effects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC, or OSHA; precautionary measures; emergency and first-aid procedures; and the identification of the organization responsible for preparing the sheet.

COMPLIANCE WITH THE LAW

The Contractor and Contractor's employees, agents, subconsultants and subcontractors shall comply with all applicable federal, state and local laws, rules, ordinances, regulations, orders, federal circulars and license and permit requirement in the performance of any Contract pursuant to this bid, including, without limitation and to the extent applicable, the Illinois Prevailing Wage Act, the federal Davis-Bacon Act, the American Recovery and Reinvestment Act, the Employment of Illinois Workers on Public Works Act, and the Will County Code of Ordinances. The Contractor shall follow applicable tax requirements and shall be current in payment of such taxes. For additional information regarding the Illinois Prevailing Wage Act, see below.

PUBLIC WORKS PROJECTS - EMPLOYMENT OF ILLINOIS LABORERS

Whenever there is a period of excessive unemployment in Illinois, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement or for the cleanup and on-site disposal of hazardous waste for the State of Illinois or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Illinois laborers on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used: Provided, that other laborers may be used when Illinois laborers as defined in this Act are not available, or are incapable of performing the particular type of Work involved, if so certified by the Contractor and approved by the contracting officer.

PREVAILING WAGES

If this contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), the Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the Work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at:

<http://www.state.il.us/agency/idol/rates/rates.htm> All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties.

Contractor shall submit to the County monthly all certified payroll records for prevailing wage Work performed by Contractor employees and subcontractors. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of Work each day. The Contractor shall submit these records with a signed statement that the records are true and accurate, that the wages paid to each worker are not less than the prevailing rate and that the Contractor is aware that filing records known to be false is a Class B misdemeanor offense.

The wage rates set forth in these specifications were the rates in effect at the time these specifications were issued. In the performance of the Work, however, the Contractor shall be fully responsible for the paying the prevailing hourly rate of wages in effect as determined by the Illinois Department of Labor, at the time the Work is performed. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to the completion of the Work, the revised rate shall apply to this Contract from the effective date of such revision.

The wage rates for the Six County Area have been included for reference purposes only. If performing work outside the Six County Area, the Contractor is responsible for obtaining the wage rates for that County and ensuring the hourly wages paid to workers is in full compliance with this Contract.

NON-RESIDENT EXECUTIVE AND TECHNICAL EXPERTS

Every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such Work no more than 3, or 6 in the case of a hazardous waste clean-up and on-site disposal project, of his regularly employed non-resident executive and technical experts, even though they do not qualify as Illinois laborers as defined in Section 1 of Article 2 of this Act.

FORCE MAJEURE

Whenever a period of time is provided for in this Agreement for either the County or Contractor to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God; provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. An act or omission shall not be deemed to be "beyond Contractor's control" if committed, omitted or caused by Contractor, Contractor's employees, subcontractors, officers or agents or a subsidiary, affiliate or parent of Contractor or by any corporation or other business entity that holds a controlling interest in Contractor, whether held directly or indirectly.

PAYMENT

The County may make one payment for all Task Orders that have a Task Orders Completion Time of 45 days or less. For all other Task Orders, the County may make partial, monthly payments based on a percentage of the Work completed.

Before submitting an Application for Payment (Final or Partial), the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

All payments pursuant to any contract resulting from this solicitation shall be made by Electronic Funds Transfer. The ACH system is the primary electronic funds transfer (EFT) system used to make payments. Prior to being awarded a Contract, The Contractor may be required to complete an authorization agreement for automatic deposit.

ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

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

1. Agreement
2. Article II - General Terms and Conditions
3. Article III - Scope of Work and Submittal Requirements
4. Article IV - Proposal Forms
5. Article V - GGSC General Conditions
6. Addenda, if any
7. The Task Orders
8. Design, Drawings and Specifications
9. Volume III – Technical Specifications
10. Volume II – Task Catalog
11. Exhibit B - Supplemental Specifications
12. Advertisement for proposals (copy of advertisement to be attached to back cover)
13. Performance Bond, if required.

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

In addition, in the case of a conflict between any term or provision contained in the contract documents which cannot be resolved by the order of precedence set forth above, the term or condition that is more stringent and/or specific shall govern and apply.

AMENDMENTS AND MODIFICATIONS

The nature and the scope of services specified in this Agreement may only be modified by written amendment to this Agreement approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the County and the authorized representative of the Contractor.

STANDARD OF CARE

The Contractor shall perform all of the provisions of this Agreement to the satisfaction of the County. The County shall base its determination of the Contractor's fulfillment of the scope of work in accordance with accepted professional planning and/or engineering standards.

LAWS GOVERNING

This contract shall be governed by the laws of the State of Illinois. Venue for any action related to this agreement shall be in the 12th Judicial Circuit of Will County, Illinois.

RIGHT TO AUDIT CLAUSE

RETENTION AND EXAMINATION OF INFORMATION, BOOKS AND RECORDS:

The Contractor shall cooperate with the County and provide the County, when requested, with access to data, information and documentation pertaining to the Work. County requests for information may be based on requests from federal or state regulatory agencies, other governmental agencies, courts of law, contractors hired by the County or other parties, which in the County's opinion, require the information.

Data, information and documentation may include, but not be limited to, original estimate files, change order estimate files and detailed worksheets; subcontract and supplier proposals for both successful and unsuccessful bidders; all project related correspondence; subcontractor and supplier change order files (including detailed documentation covering negotiated settlements); back-charge logs and supporting documentation; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates, or dividends received; and any other supporting evidence necessary to substantiate charges related to the contract (both direct and indirect costs, including overhead allocations as they may apply to costs associated with the contract).

The Contractor may provide the County with copies of all requested records in a computer-readable format (if available) as well as hard copy.

The Contractor shall retain and preserve all information relating to the Work for a period of at least four (4) years from the date of the completion of the Work.

The County will have the right to audit any records necessary to permit evaluation and verification of contractor compliance with contract requirements throughout the term of the contract and for a period of four years after final payment, or longer if required by law.

The County will have the right to interview any of the contractor's current and former employees, as related to this contract, during the audit. The Contractor will provide the County with adequate and appropriate workspace, with access to photocopy machines, during the audit. The Contractor will include in its subcontracts a provision granting the County the right of audit provisions against subcontractors as contained in this article.

STANDARD OF PERFORMANCE

Contractor warrants and guarantees to the County that the Work shall be performed in a manner consistent with a high standard of construction practices for projects of a similar nature. Contractor covenants and warrants that it shall be responsible for performing and completing, and for causing any Subcontractors to perform and complete the Work in accordance with all Laws applicable to the Site and/or the Work.

The Contractor warrants to the County that materials and equipment furnished will be of good quality and new, that the Work will be free from defects not inherent in the quality required or permitted, will be fully compatible with existing materials and equipment and that the Work will conform with all requirements. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of Work. All references to standards whether for materials, processes, assemblies, workmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recently published version of such standard. When reference is made to standards, the standards are to be made a part of this contract, and to have the same effect as if fully reproduced herein. It is a requirement that each category of trades person or installer performing the Work be pre-qualified, to the extent of being familiar with applicable and recognized quality standards for that category of work and being capable of workmanship complying with those standards.

TESTING AND INSPECTION OF THE WORK

All construction shall be subject to tests and inspections at all reasonable times and at all places prior to acceptance. The Contractor shall afford safe access to the Work Site upon reasonable request by the County or any governmental agency to perform tests, inspections or observations. Any such inspection or test shall be for the sole benefit of the County and shall not relieve the Contractor of the responsibility of assuring that the construction strictly complies with this contract. Inspections and tests shall not be construed as constituting or implying acceptance of the construction.

ARTICLE III
SCOPE OF WORK AND SUBMITTAL REQUIREMENTS

DISCLAIMER

The County of Will's Director of Purchasing is the only authorized source of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Proposers using bidding documents/proposal forms obtained from any other sources are advised to contact the County of Will's Director of Purchasing, to provide a contact name, mailing address and phone number to obtain a complete set of bidding documents/proposal forms and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the County of Will is prohibited.

INTRODUCTION

The County of Will consists of 849 square miles, located in northeastern Illinois.

Proposals are now being accepted by the County of Will for a qualified Contractor to perform various construction projects for the County of Will through the General Government Services Contracting (GGSC) procurement method.

Respondents shall submit to the County of Will a proposal, which will address the various components as set forth in this Request for Proposal (RFP).

SCOPE OF SERVICES

1. Definitions.

- A) **Accelerated Schedule** shall mean the Work that is to take place between the hours of 6:00 PM to 7:00 AM weekdays and any times during Saturday, Sunday, and the County's Holidays as well as for projects in which the County requires the normal construction schedule to be accelerated for the purposes of completing the Detailed Scope of Work in an expedited manner.
- B) **Adjustment Factor(s)** shall mean the Contractor's competitively bid price adjustment(s) to the Unit Prices as published in the Task Catalog. The Adjustment Factors must be expressed as an increase to or a decrease from the published Unit Prices.
- C) **Agency** shall mean any local unit of government, not-for-profit businesses, and any other applicable entity that can purchase Work under this contract. The Agency becomes the "County" during execution of the Work.
- D) **Base Term** shall mean the initial period of the Contract and does not include any Option Terms.
- E) **County of Will** shall include the departments for which the County of Will is responsible for procuring Work; it is also known as the County.

- F) **Task Catalog** shall mean a comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price. It is also referred to as the CTC.
- G) **Contract Documents** shall mean Volume I: RFP Solicitation Documents; Volume II: The Task Catalog; Volume III: The Technical Specifications; addenda; fully executed performance and payment bonds; executed agreement; executed Task Orders and Task Orders related documents; and all other documents attached to the Contract and/or incorporated by reference in it.
- H) **Detailed Scope of Work** shall mean the complete description of the Work to be provided by the Contractor under individual Task Orders. The Detailed Scope of Work will include sufficient documentation for a given Task Order as determined by the County. Documentation may include a narrative description of the Work, partial architectural documents or full architectural documents depending on the complexity of the specific Work to be accomplished under each Task Order.
- I) **Estimated Annual Value** shall mean an estimate of the value of Task Orders that could be issued to the Contractor each year.
- J) **Fees** shall mean those license fees specified in Article III.1.10.b.
- K) **Task Orders** shall mean the collection of documents associated with the Task Orders, including but not limited to: the Scope of Work; the Request for Price Proposal; the Price Proposal; the Notice to Proceed specifying the Task Order Amount; Task Order Completion Time; the list of Subcontractors; and any special conditions that might apply to that Task Order.
- L) **Task Orders Amount** shall mean the firm, fixed price, lump sum dollar amount to be paid to the Contractor for completing the Detailed Scope of Work in conformity with all terms of the Contract Documents. The Task Order Amount shall be determined by the sum of all CTC work tasks times the published Unit Price times the quantity required to complete the Work times the appropriate adjustment factor(s).
- M) **Task Orders Completion Time** shall mean the period in calendar days set forth in the Task Orders to complete the Detailed Scope of Work.
- N) **Task Orders Proposal Package** shall mean the Contractor prepared documents submitted to the County after the Price Proposal has been approved and before a Notice to Proceed is issued. The list of individual documents required for the Task Orders Proposal Package is included in the Contract Documents.
- O) **Joint Scope Meeting** shall mean the meeting at either at the project site or a location of the County's choosing in which the Contractor and the County discuss the Work that is to be performed before the Detailed Scope of Work is finalized.

- P) **Non-Pre-Priced Tasks** shall mean an item of Work required by the Detailed Scope of Work that is not included in the Task Catalog but within the general Scope and intent of the Contract.
- Q) **Non-Pre-Priced Adjustment Factor** shall mean the Contractor's competitively bid adjustment to Non-Pre-Priced Tasks. Delete definition if there is no Non-Pre-Priced Factor.
- R) **Normal Working Hours** shall mean the hours from 7:00 AM to 6:00 PM Monday through Friday, except for County holidays. Hours may change depending on the County.
- S) **Notice to Proceed** shall mean the written direction from the County to complete the Detailed Scope of Work for the Task Orders Amount within the Task Orders Completion Time. The Notice to Proceed (also known as NTP) will be issued after the County approves the Contractor's Task Orders Proposal Package. The County may use a Purchase Order or similar document in lieu of a Notice to Proceed.
- T) **Option Term** shall mean the additional terms of the Contract beyond the Base Term. An Option Term extends the time of the Contract
- U) **County's Representative** shall mean the Architect, Project Manager, Construction Manager, Inspector, and/or any person as designated by the County procuring the work.
- V) **Potential Maximum Time** shall mean the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.
- W) **Pre-Priced Task** shall mean an item of Work required by the Detailed Scope of Work that is included in the Task Catalog and has a published Unit Price.
- X) **Price Proposal** shall mean the document prepared by the Contractor using the RS MEANS software quoting a lump sum, fixed price for the completion of the Detailed Scope of Work. The Price Proposal may contain both Pre-Priced and Non-Pre-Priced work tasks.
- Y) **RS MEANS** shall mean the County's management software package used by the County and the Contractor to prepare the Task Orders related documents including, but not limited to, the Detailed Scope of Work, the Request for Price Proposal, the Price Proposal, the Subcontractor Estimate, and the Notice to Proceed.

- Z) **Request for Design** shall mean the written request for the Contractor to provide stamped A/E Design and/or stamped drawings for specific Task Orders. It is also known as an RFD.
- AA) **Request for Price Proposal** shall mean the written request to the Contractor to prepare a Price Proposal for the Detailed Scope of Work.
- BB) **Site** shall mean the location or facility at which the Work will be performed. It is also known as Project Site or Job Site.
- CC) **Six County Area** shall mean the counties of Will, Cook, DuPage, Lake, McHenry, and Kane.
- DD) **Subcontractor** shall mean any person or entity with whom the Contractor contracts to perform any part of the Detailed Scope of Work for a Task Orders, including subcontractors or material suppliers of any tier.
- EE) **Technical Specifications** shall mean Volume III of this Contract; the comprehensive listing of the County's standards for quality of workmanship and materials that set the standard for the required quality of the Work. Technical specifications are in accordance with the Construction Specifications Institute (CSI) Master Format 2020 Edition.
2. **Background.** The County of Will is using a Request for Proposal (RFP) process to award a Contract to an experienced construction Contractor. The RFP process will allow the County to select the Proposer whose proposal offers the best value to the County based on the County's Evaluation Criteria. The Contractor awarded the Contract shall perform in accordance with the Contract Documents as detailed herein. The Estimated Annual Value for the County's GGSC program is One Million (\$1,000,000) Dollars.
3. **Scope of the Work.** The Scope of Work under this Contract shall be set forth in individual Task Orders issued hereunder. Upon receipt of a Notice to Proceed, the Contractor shall provide all management, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment, except when specified as furnished by the County, needed to perform the necessary improvements as required, including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, maintenance of bridges, roofing replacement and/or repairs, streetscape repairs, and improvements to buildings, dwellings, facilities, etc. as owned, operated, managed, etc. by the County of Will or other agencies as so noted. The County is not obligated, nor does it guarantee that the Contractor will perform work in the above-mentioned categories.

This Contract may also be used as a joint purchase agreement between the County and other eligible agencies located within the Six County Area and State of Illinois.

4. **General Government Services Contracting (GGSC) – Overview.** General Government Services Contract (GGSC) is a fixed-price indefinite-quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is awarded to a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of infrastructure, buildings, structures, or other real property. Ordering is accomplished by means of issuance of a Notice to Proceed against the Contract.

Under the GGSC concept, the Contractor furnishes management, labor, materials, equipment and engineering support needed to perform the Work.

The GGSC includes Task Catalog (CTC). This CTC was developed by the County of Will and is based on the use of experienced labor and high-quality materials. All the unit prices incorporate prevailing area cost data. The labor prices are based on prevailing wages in the County of Will, as determined by the Illinois Department of Labor.

In Part 2 of the Proposal, Proposers will offer a price adjustment to be applied to the CTC unit price. The CTC and the Contractor's Adjustment Factors will be incorporated in the awarded Contract.

The GGSC concept also includes a provision for the establishment of prices for Work requirements which are within the general scope of Work but were not included in the CTC at the time of Contract award. These tasks are referred to as "Non-Pre-priced Tasks". Non-Pre-priced (NPP) Tasks may require the establishment of specifications and drawings and may subsequently be incorporated into the CTC.

5. **The Contract Documents.** The Contract Documents constituting component parts of this Contract are listed below:

Volume I: RFP Solicitation Document
Volume II: The Task Catalog – (RS Means Facilities Task Catalog)
Volume III: The Technical Specifications (CSI Master Format 2020 Edition)

The Contract Documents will be available on our website at purchasing@willcountyillinois.com or downloaded from DemandStar.com.

6. **Proposal Pricing.**

- a. The Proposer's Adjustment Factors shall include all the Proposer's direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums, insurance, licensing fees, mobilization, proposal development, and all contingencies in connection therewith.

b. RFP NO. 2025-83 - GENERAL GOVERNMENT SERVICES CONTRACTING

- b. Any revision by the Illinois Department of Labor to the applicable minimum hourly rates of wages and any increases or decreases in the material prices during the Contract period shall not result in a revision of the unit price to be paid for Work performed under the Contract.
- c. To be responsive, each Proposer must submit three (3) Adjustment Factors. The first Adjustment Factor is to be applied to Work to be performed during Normal Working Hours. The second Adjustment Factor is to be applied to Work to be performed on an Accelerated Schedule. The third Adjustment Factor is a Non-Pre-Priced factor to be applied to work not included in the Task Catalog (CTC). These Adjustment Factors shall be used for any and all Work procured under this contract. For proposal evaluation purposes only, the following weights will be used to determine the Combined Adjustment Factor, and ultimately, the Award Criteria Figure:

Type of Adjustment Factor	Percentage of Work
Normal Working Hours	60%
Accelerated Schedule	20%
Non Pre-Priced	20%

- 1. Normal Working Hours = 60% Weight*
- 2. Accelerated Schedule = 20% Weight*
- 3. Non Pre-Priced = 20% Weight*

* Weighted Amounts are for Proposal Evaluation Purposes Only

7. **Contract Performance Period.**

- a. This is a Contract for the repair or construction of items to be specified in individual Task Orders, effective for the period of 24 months from the date of award.
- b. There are three bilateral option periods. Both parties must agree to extend the Contract for an option period. The Contract allows for a maximum of three additional Contract options of 24 months each from the expiration of the previous term. Work ordered prior to but not completed by the expiration of any Contract period will be completed with all provisions of the Contract still in force. The County and the Contractor may agree to extend the term of an option period.

- c. Performance time for each Task Orders issued under this Contract will be determined in accordance with Article III of the GGSC General Conditions - Scope of Work and Procedure for Ordering Work.
- d. The County is entitled to and expects full performance from the Contract award date. The Contractor shall commence any mobilization activities as soon as practical after Contract award, but before Work on individual Task Orders begins.

8. Contract Amount. The Estimated Annual Value of the Contract is \$1,000,000. The Contract may result in more or less than the Estimated Annual Value being issued.

9. Cooperative Purchasing.

- a. Any Agency, as defined in this Contract, can procure construction services from this Contract.
- b. Any Agency may purchase construction services from the Contractor utilizing this Contract. For all work procured under this Contract, the Contractor agrees to pay a licensing fee to the County of Will not to exceed 5%, based upon the Fee Schedule (“Fees”) set forth hereinbelow, which Fees are due and payable within five (5) days from the date that the Contractor receives a Notice to Proceed from such Agency or similar authorization. Fees not paid by the specified deadline shall bear interest at the same rate as that specified in the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) until paid. The Contractor shall have no claim or right to any portion of the Fees. Failure to pay the Fees in a timely manner shall be considered a material breach of this Contract by Contractor and, at the County’s sole discretion, may be deemed grounds for termination of this Contract.

The Fee Schedule shall be as follows:

Cost of Construction Services Purchased		Fee Percentage
Greater Than	Not Exceeding	
\$0	\$250,000	5%
\$250,000	\$500,000	4%
\$500,000	\$1,000,000	3%
\$1,000,000	\$2,000,000	2%

- c. The Contractor acknowledges that the County will administer cooperative purchases through this Contract.
- d. The Contractor authorizes the County to use the Contractor's name, trademarks, and Contractor provided materials in the presentation and promotion

of the availability and use of the Contract by an Agency.

- e. The County shall not be liable or responsible for any obligation, including, but not limited to, payments due under a purchase order, or similar purchasing document, issued by an Agency.
- f. Remittance of Fees: The Contractor shall remit the Fees to the following address: Make Checks Payable to: The County of Will

Mail Checks to: The County of Will C/O Facilities Department 304
N. Scott Street, Joliet, Illinois 60432.

- g. The County may request records from the Contractor for all Cooperative Purchasing through this Contract and payment of all Fees. If discrepancies exist between cooperative purchasing activity and Fees paid, the County will provide written notification to the Contractor of discrepancies and allow the Contractor thirty (30) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the County, the County reserves the right to engage a third party to conduct an independent audit of the Contractor's records and Contractor shall reimburse the appropriate party for the cost and expense related to such audits.
- h. The County of Will selected its General Government Services Contracting system through a competitive process that resulted in the most qualified system that produces the best, most cost-effective results. The Contractor is expected to promote the County's GGSC program and to avoid all conflicts of interest with the promotion of other GGSC systems to any Agency eligible to purchase under this Contract. The promotion of other GGSC systems to any Agency eligible to purchase under this Contract may be grounds for termination of this Contract.
- i. Contractors shall review, complete and submit Attachment L - Rider Clause showing in which jurisdictions Contractor is willing to perform Work.

10. Work Outside the Six County Area

- a. This contract is to be used primarily for Work on facilities under the jurisdiction of the County of Will. However, this Contract may also be used as joint purchase agreement with other agencies located within the Six County Area and State of Illinois.
- b. While it is anticipated that most of the work will occur within the Six County Area, there is the possibility an Agency outside the Six County Area may procure Work using this Contract. As such, there is no additional travel compensation for Work taking place within the Six County Area. The Contractor, however, may be compensated for additional travel costs for work outside the Six County Area via the following:

c. RFP NO. 2025-83 - GENERAL GOVERNMENT SERVICES CONTRACTING

1. It is the Contractor's choice whether to Work outside the Six County Area.
2. The Contractor and Agency must agree whether the Contractor may be reimbursed for travel expenses. The Agency must approve travel reimbursement prior to the issuance of Task Orders, and the expense shall be included in the Price Proposal.
3. The Contractor is reimbursed only when the Agency issues a Notice to Proceed for the Task Orders. If the Task Orders is cancelled, the Contractor shall bear the cost without reimbursement. Travel may be included in each Task Order, where appropriate.
4. The Agency ordering the Work shall pay expenses for authorized travel for the contractor and/or their representative(s) in accordance with USPS Handbook F- 15, included by reference.
5. Vehicle mileage rate shall be reimbursed at the Standard Mileage Rate as published by the IRS. The rate paid will be the rate that is current at the time the Work is performed.
6. Travel costs shall be included in the Contractor's Price Proposal via the Reimbursable Fees task as found in the Task Catalog. The Contractor's Adjustment Factors will ***not*** be applied to any travel costs.

11. Federally Funded Work. Work so designated as being Federally Funded must follow the procedures and guidelines as set forth in Exhibit A - Federally Funded Work.

FORMAT AND EVALUATION CRITERIA

SELECTION CRITERIA

The Contractor will be selected through a two-part process. The first part will be a review of all Proposals to determine a qualitative score. The review of Proposals will be based on the submittal requirements below with each section having an assigned number of maximum points. The second part will be based on the Award Criteria Figure as submitted by the Contractor and calculated on Proposal Form 3 - Determination of Award Criteria Figure. The award recommendation will be based on the adjusted price as described below. If selected as a finalist for this project, the firm may be required to provide a statement from an A- or better surety company describing the Company's bonding capacity. Performance and Payment bonds will be required as per the General Terms and Conditions.

The qualifications outlined below will be evaluated and scored accordingly. Incomplete or insufficient qualifications may result in a deduction of points at the discretion of the County of Will. The Contractor shall complete and submit the required Attachments as noted. These documents, including Attachments C through H, are incorporated within this RFP (RFP No. 2025-83 – General Government Services Contracting).

Firms interested in providing construction services for General Government Services Contracting must submit a Proposal that addresses the following:

I. Company Profile: 18 points

A. General Information

Provide the below requested information by **completing Attachment A - Company Profile**. An officer of the firm authorized to contract for the work **MUST SIGN** the first page of Attachment A:

1. Identification of the Proposer including name, address, telephone number, FAX number, E-mail address, and hours of operation, and how long the firm has been in business.
2. Location of the office from which service will be provided, including hours of operation.
3. Provide a general description of the firm, the general construction services, and any other company information you would like evaluators to review. Include a list of the Illinois professional and contractor licenses held by the company and include a copy of those licenses.
4. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last ten years. Describe the circumstances surrounding the termination and the outcomes.
5. Provide in detail how your firm will maximize the joint purchasing aspect of the Contract within the Six County Area and beyond. It is up to the successful Contractor to bring Work into the program. Identify your plan, resources you have available, and why you think it will work. **Be as specific as you can.**
6. Acknowledge that the Contractor and all subcontractors performing Work under this Contract will have the applicable licenses required to complete the Work.
7. Whether or not the company has failed to complete a Contract in the past ten years
8. Whether or not the company has any pending or outstanding judgments, claims, lawsuits, or liens.
9. Provide the company's financial information
10. Provide the company's Experience Modification Rate (EMR)

11. Provide current references for the evaluation team to contact

II. Comparable Project Experience (24 points)

The County of Will is seeking to obtain the services of a Proposer with comparable construction experience. Proposers are to submit three (3) projects for each of the below three (3) categories for a total of nine (9) projects in all. **For each project, complete ALL the information on Attachment B.** Each submitted project must be complete and have a final acceptance date after January 1, 2019.

1. Three (3) repair and rehabilitation projects whose final value including change orders is equal to or less than \$50,000. **Complete Attachment B1 for each project under this category.** Use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion. *Projects that have a final acceptance before January 1, 2019, or do not yet have a final acceptance date, may not be considered.*
2. Three (3) repair and rehabilitation projects whose final value including change orders is greater than \$50,000 but equal to or less than \$100,000. **Complete Attachment B2 for each project under this category.** Use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion. *Projects that have a final acceptance before January 1, 2019, or do not yet have a final acceptance date, may not be considered.*
3. Three (3) repair and rehabilitation projects whose final value including change orders is greater than \$100,000 but equal to or less than \$250,000. **Complete Attachment B3 for each project under this category.** Use an additional sheet to describe this project, clearly indicating the scope of work for which you were responsible. Additional sheets containing more information about the project and/or pictures are not required but may be submitted at the Proposer's discretion. *Projects that have a final acceptance before January 1, 2019, or do not yet have a final acceptance date, may not be considered.*

III. General Government Services Contract Knowledge/Experience: 20 points

GGSC experience is based on the company's understanding of the GGSC procurement system, the firm's GGSC experience, the proposed staff's GGSC experience. **Complete Attachment C, Attachment D, and Attachment E for the information requested below.**

1. **General understanding of the General Government Services Contracting procurement system:** Provide a narrative description of the Proposer's general understanding of the GGSC procurement system. **Complete Attachment C** and include in the narrative an understanding of how projects will be procured through the GGSC process, a step-by-step process for developing auditable Price Proposals, and why GGSC is a performance based contracting system. Include by reference your assessment of any Contract Document Articles deemed critical to the operations, management, and success

of the Contract.

2. **Firm's General Government Services Contract Experience.** Proposer must submit a listing of ALL General Government Services Contracts that were awarded AFTER January 1, 2019. **Complete Attachment D in its entirety.**
3. **Recently Awarded GGSC Contract Information.** For the three (3) most recent Contracts awarded January 1, 2023, or BEFORE, **complete Attachment E in its entirety.**
4. **Complete Attachment F** by listing ALL General Government Services Contracts that were awarded in the last ten (10) years that were NOT "Active" for the Potential Maximum Time. For this Contract, the term "Active" shall mean the Agency was issuing Task Orders on a regular basis. The last Task Orders issued shall be considered the date the Contract became inactive and should be included on the list. The potential maximum time is equal to the base term plus ALL option terms as defined in this Contract. If there was General Government Services Contract that was inactivated prior to expiration of the final option term, that **MUST** be included on this list. **Failure to identify ALL General Government Services Contracts fitting this description may cause the Proposal to be considered non-responsive.** With each Contract listed on Attachment F, include a detailed description of why it was not active for the Potential Maximum Time. In the detailed description, identify all adjustment factors bid on said contract. The contact's name and number for each Job Order Contract **MUST** be current.

IV. Proposed Key Personnel and Their GGSC Experience: 20 points

1. For the following Key Personnel that are to be assigned to this Contract, **complete Attachment G in its entirety:** Project Manager, Assistant Project Manager, and General Superintendent (please note that there is a separate sheet for each). Provide a resume for each of the people identified on Attachment G.

V. Local Business Utilization Plan: 18 points

1. Ensuring local businesses are used is a top priority for the County. **Complete Attachment H or provide supplemental documentation** identifying, in specific detail, how the firm will maximize participation of local businesses under this Contract. Local businesses are considered those businesses residing in Will and DuPage Counties. Also make sure to include the Proposer's approach to subcontracting versus self-performing the work with its own forces as well identification of said types of work the Proposer intends on self-performing. The Plan should also identify how the Proposer will select subcontractors and the basis for such selection. Adherence to the local business utilization plan is a standard or performance and failure to adhere to the plan during the course of the Contract may be considered an event of default.

QUESTIONS

Questions regarding this Request for Proposal, the Scope of Work, or need for additional data or information must be submitted by email by 12:00 PM on December 2, 2025 to the Will County Purchasing Department at 302 N. Chicago Street, Joliet, Illinois 60432. Please email

questions to: purchasing@willcounty.gov.

MANDATORY PRE-PROPOSAL MEETING

The pre-proposal meeting will be held on **Tuesday, November 18, 2025 at 11:00 AM** in the **Will County Board Room at the Will County Office Building, located at 302 N. Chicago Street, Joliet, Illinois**. At this meeting staff may discuss the Request for Proposal and Scope of Work, general contract issues and respond to questions from the attendees. **Staff may not be available to respond directly to individual inquiries regarding the project scope outside of this pre-proposal meeting**, except as addressed above. **All interested parties MUST attend the pre-proposal meeting as attendance is MANDATORY** for those wishing to submit a proposal.

SUBMISSION OF PROPOSAL

To receive award consideration, *one original Proposal and three electronic copies (flash drives) must be received in a sealed package no later than Tuesday, December 9, 2025 at 2:00 PM*, at which time they will be opened and later distributed for evaluation. **The original Proposal shall consist of two parts with each part submitted in its own sealed envelope**. The documents contained in each part are specified in Article I - Proposal Document Submittal Checklist.

The *sealed* package(s) must be clearly marked with **“General Government Services Contracting - 2025, RFP # 2025-83”**, and may be *mailed or delivered to* the County of Will, 302 North Chicago Street, Joliet, Illinois 60432.

Please ensure that Proposal Forms 2 and 3 are SUBMITTED IN A SEPARATE ENVELOPE from the rest of the requirement submittal information and so appropriately marked. Failure to submit proposal forms in a separate envelope may result in a proposal being rejected. Proposal Forms 2 and 3 do NOT need to be included on the flash drives. Submit proposal Forms 2 and 3 as hardcopies only.

REJECTION OF PROPOSAL

The County of Will reserves the right, after opening the Proposal, to reject any or all Proposals, or to accept the Proposal that in its sole judgment may be in the best interest of the County.

SELECTION PROCESS AND SCHEDULE

The selection committee will evaluate, rank, and prepare a short list of firms based on the written submitted Proposals, as outlined above or, if determined necessary, conduct interview discussions with firms to determine their final ranking. The County will perform a due diligence process on the firm(s) receiving the highest evaluation on these Proposals. The Contractor's submitted Award Criteria Figure will be used to calculate an “Adjusted Price.” The "Adjusted Price" will be developed based on the Award Criteria Figure (total price) and the qualitative score. To obtain the “Adjusted Price” the qualitative score is expressed as a decimal (*e.g.*, a score

RFP NO. 2025-83 - GENERAL GOVERNMENT SERVICES CONTRACTING

of 85 is written 0.85). The submitted Award Criteria Figure (total price) will be divided by the qualitative score (expressed as a decimal) to yield an “Adjusted Price.”

The Proposal with the lowest “Adjusted Price” is recommended for contract award. The

following schedule has been prepared for this project:

RFP Released:	November 4, 2025
Pre-proposal Meeting:	November 18, 2025, at 11:00 AM
Question Due Date:	December 2, 2025, at 12:00 PM
Proposal Due Date and Opening:	December 9, 2025, at 2:00 PM

If the County is unsuccessful awarding a contract to the best-qualified team with the lowest "Adjusted Price," the County may then award a Contract to the second or third most qualified team until a contract is executed or may decide to terminate the selection process.

POINT OF CONTACT

The County of Will
Purchasing Department
302 N. Chicago Street
Joliet, Illinois 60432
purchasing@willcounty.gov

ARTICLE IV
PROPOSAL FORMS

PROPOSAL FORM 1: COVER PAGE

The undersigned, having examined the specifications, quantities and other contract documents listed below, irrevocably offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments contained in the bid solicitation document. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

Contract Documents: Volume I- RFP Solicitation Documents; Volume II- The Task Catalog; Volume III- The Technical Specifications; addenda; fully executed performance and payment bonds; executed agreement; executed Task Orders and Task Orders related documents; and all other documents attached to the Contract and/or incorporated by reference in it including the following addendum(s): _____; _____; _____;—

The undersigned hereby states, under penalty of perjury, that all information provided in this offer and the attached Affidavit of Compliance is true, accurate, and complete and that he/she has authority to submit this bid, which may result in a binding contract if accepted by the County of Will.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

***PLEASE SUBMIT ONE (1) ORIGINAL AND
THREE (3) ELECTRONIC COPIES (flash drives) OF YOUR PROPOSAL***

CONTACT:

FIRM NAME

ADDRESS

CITY, STATE AND ZIP CODE

SIGNATURE AUTHORIZED REPRESENTATIVE /
DATE

PRINT NAME / TITLE

FOR CLARIFICATION OF THIS PROPOSAL

NAME

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

PROPOSAL FORM 2: SCHEDULE OF PRICES

The Contractor shall perform all Work required, necessary, proper for, or incidental to, completing the Work called for in each individual Task Orders issued under this General Government Services Contract using the Task Catalog (CTC) and Technical Specifications incorporated herein with the below adjustment factors. These factors shall be valid and create the power of acceptance by the County of Will until 180 days from contract award or until acceptance by the County. Authorized signature is required at the bottom of this page.

1. **Normal Working Hours:** The Contractor shall perform any or all functions called for in the Contract Documents during normal working hours of 7:00 AM to 6:00 PM weekdays in the quantities specified in individual Task Orders against this Contract for the unit price sum specified in the Task Catalog (CTC) multiplied by the adjustment factor of:

		.		
--	--	---	--	--

(Specify to two (2) decimal places)

Initials

2. **Accelerated Schedule:** The Contractor shall perform any or all functions called for in the Contract Documents between the hours of 6:00 PM to 7:00 AM weekdays and any times during Saturday, Sunday, and County holidays in addition to Work during Normal Working Hours utilizing double shifts, and anytime the County wants to accelerate construction for the purpose of expediting the Work, etc. in the quantities specified in individual Task Orders against his Contract for the unit price sum specified in the Unit Task Catalog (CTC) multiplied by the adjustment factor of:

		.		
--	--	---	--	--

(Specify to two (2) decimal places)

Initials

3. **Non Pre-Priced Adjustment Factor:** Contractor shall multiply this factor times the cost of the Non Pre-Priced task as determined in Article III of the GGSC General Conditions:

		.		
--	--	---	--	--

(Specify to two (2) decimal places)

Initials

4. **Award Criteria Figure:** Contractor shall include, in the space provided below, the Award Criteria Figure as calculated on Line 5 of Proposal Form 3: Determination of Award Criteria Figure of this proposal.

\$ _____
(Specify to two (2) decimal places)

<p>CONTACT:</p> <hr/> <p>FIRM NAME</p> <hr/> <p>ADDRESS</p> <hr/> <p>CITY, STATE AND ZIP CODE</p> <hr/> <p>SIGNATURE AUTHORIZED REPRESENTATIVE / DATE</p> <hr/> <p>PRINT NAME / TITLE</p>	<p align="center">FOR CLARIFICATION OF THIS PROPOSAL</p> <hr/> <p>NAME</p> <hr/> <p>PHONE NUMBER</p> <hr/> <p>FAX NUMBER</p> <hr/> <p>E-MAIL ADDRESS</p>
---	--

PROPOSAL FORM 3: DETERMINATION OF AWARD CRITERIA FIGURE

Line	Line Subject Name	Adjustment Factors	X Multiplier	= Total
Line 1	Normal Working Hours Adjustment Factor		X 0.60	=
Line 2	Accelerated Schedule Adjustment Factor		X 0.20	=
Line 3	Non Pre-Priced Adjustment Factor		X 0.20	=
Line 4	Combined Adjustment Factor (Weighted Average)	Add all the Total amounts in the Right Column		=
Line 5	Award Criteria Figure	Multiply Line 4 by \$1,000,000		= Transfer \$ Amount to Line 4 Proposal Form 2: Schedule of Prices

Please note that the County of Will reserves the right to revise all arithmetic calculations for correctness if the Proposer has made an error. In case of an error, the Adjustment Factors listed on Proposal Form 2: Schedule of Prices take precedent and will be used to determine the Award Criteria Figure on Proposal Form 3: Determination of Award Criteria Figure if said error has occurred. Authorized signature is required at the bottom of this page.

CONTACT:

FIRM NAME

ADDRESS

CITY, STATE AND ZIP CODE

SIGNATURE AUTHORIZED REPRESENTATIVE /
DATE

PRINT NAME / TITLE

FOR CLARIFICATION OF THIS PROPOSAL

NAME

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

ARTICLE V
GGSC GENERAL CONDITIONS

TABLE OF CONTENTS

ARTICLE		PAGE
I.	GENERAL PROVISIONS	33
	A. Interpretation of Plans and Specifications	33
II.	PROJECT ORGANIZATION	33
	A. The GGSC Coordinator	33
	B. The County's Representative	34
III.	SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK	34
	A. Scope of Work	34
	B. Procedure For Ordering Work	35
	C. Measurements to be Verified	41
	D. Incidental Work	41
	E. Changes in the Work	41
	F. Emergency Task Orders	41
	G. Computer Equipment	42
	H. Software Licensing	42
	I. Price Proposal Auditing	42
	J. Liquidated Damages	42
IV.	PERSONNEL	43
	A. General	43
	B. Key Personnel	43
V.	PRICE ADJUSTMENT	45
	A. Economic Price Adjustment	45
VI.	EVENTS OF DEFAULT	45
	A. Events of Default	45
VII.	EXTENSION OF CONTRACT PERFORMANCE	45
	A. Option Periods	45
VIII.	STANDARDS OF PERFORMANCE	45

I. GENERAL PROVISIONS

A. Interpretation of Plans and Specifications

1. Intent of Plans and Specifications:
 - a. The Contractor's Adjustment Factor includes, and the Contractor shall provide and furnish, all items necessary and incidental to the Work and the Project, including but not limited to all materials, parts, labor, supervision, coordination, administration, equipment (except as otherwise stated in the Contract Documents) tools, power, shop plans, working drawings, design drawings including architectural and engineering services in support of the Task Orders, and incidentals required by the Contract Documents and desirable for the full completion of the Work, whether or not particularly shown, described, or specified in the Contract Documents; and the Contractor's bid price(s) includes all cost relating to, or associated with, the foregoing including but not limited to all direct costs, overhead and profit.
2. Architectural and Engineering Services:
 - a. Under this Contract, it is expected that the level of A/E services and design, if any, will be incidental to the Contract and therefore included in the Contractor's Adjustment Factors. The Contractor may be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.
 - b. If the level of A/E services for a Task Order requires stamped drawings and plans for the development of the Scope for individual Projects, the Contractor will be reimbursed according to CTC work task for Reimbursable Fees.
 - c. The preparation of drawings/plans, specifications, safety plans, shop drawings, product data and samples, LEED documentation, as-builts and all other documentation required herein by the Contractor as required by individual Task Orders is part of the Scope of Work of this Contract and the cost thereof shall be included in the Contractor's Adjustment Factors.
 - d. Approval by the County of plans and drawings prepared by the Contractor does not relieve the Contractor from the responsibility of performing the work according to applicable codes, laws, and ordinances. Comments on or approvals given to any plans, drawings, schedules, or means and methods shall not relieve the Contractor from the responsibility of performing the work to achieve the objectives of the Task Orders.

II. PROJECT ORGANIZATION

A. The GGSC Coordinator

1. The County may assign a GGSC Coordinator to oversee the execution of the General Government Services Contract. The GGSC Coordinator may manage and administer the GGSC program on behalf of the County and supervise and oversee the work of the Contractor.
2. The GGSC Coordinator shall assign GGSC projects and provide overall guidance to the Contractor in the execution of General Government

Services Contracting. The GGSC Coordinator shall intervene in disputes or disagreements and make recommendations for resolution to the County.

3. The GGSC Coordinator shall evaluate the overall performance of the Contractor and report program status and progress to the County.

B. The County's Representative

1. The County may elect to obtain the services of a County's Representative, who would be responsible for determining and documenting the Scope of Work, visiting the Project site with the Contractor, ordering Work from the Contractor, providing field supervision, and recommending payments and Task Orders Completion Time.
2. The County's Representative shall oversee the supervision of the Work. The County's Representative shall have authority to stop the Work whenever such stoppage may be necessary in the County's Representative's reasonable opinion to insure the proper execution of the Contract. The County's Representative shall, within a reasonable time, make decisions on all matters relating to the execution and progress of the Work.

III. SCOPE OF WORK AND PROCEDURE FOR ORDERING WORK

A. Scope of Work

1. This is an indefinite quantity Contract for the supplies or services specified, and effective for the period stated in the Contract Documents.
2. This Contract may be used to perform any Work on facilities or properties under the jurisdiction of the County of Will including, but not limited to, interior and exterior building renovations and repairs, site work, electrical, plumbing, HVAC, concrete, masonry, general maintenance, roofing replacement and/or repairs, streetscape repairs, and improvements to County sites. This Contract may also be used as joint purchase agreement between the County, as other agencies located within the Six County Area and State of Illinois. **The County reserves the right to award other contracts for work of the types, or similar to the types of Work described in the Contract Documents.**
3. Work or performance shall be made only as authorized by Task Orders issued in accordance with Article III.B. of these GGSC General Conditions, the "Procedure for Ordering Work."
4. The Scope of Work of this Contract shall be determined by individual Task Orders issued hereunder. **The Contractor is not allowed to refuse to perform any Task Orders requested by an Agency within the Six County Area.** The Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the Task Orders. The Contractor shall provide quality assurance as specified in strict accordance with the Contract. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction. The County makes no commitment to the award of individual Task Orders. All costs associated with the above scope of work and the preparation of Price Proposals shall be the responsibility of the Contractor.
5. The Work shall be conducted by the Contractor in strict accordance with the Contract and all applicable laws, regulations, codes, or directives including Federal, State of Illinois

and County.

6. The Contractor shall maintain accurate and complete records, files and libraries of documents to include Federal, State, and local regulations, codes, applicable laws listed herein, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.
7. The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Task Orders.
8. In addition to the Work Tasks in the Task Catalog (CTC), the County may, from time to time, require Non-Pre-Priced Work. These Non-Pre-Priced Work Tasks will be incorporated in individual Task Orders and the Contractor shall accomplish those Tasks with the same diligence as those Work Tasks incorporated in this Contract in the Task Catalog and Technical Specifications.
9. All Work shall conform to and comply with any applicable standards, including those specified in the following documents, regardless of whether an individual Task Orders makes reference thereto, except that, if the Task Orders specifies a standard which is inconsistent, the standard used in the Task Orders shall control:
 1. General Government Services Contract Technical Specifications (IV)
 - 1) The Technical Specifications, Volume III, as defined by Construction Standards Institute (CSI), Master Format 2020 Edition.
 - 2) The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of County facilities.
 2. The Illinois Department of Highways, Standard Specifications, latest version.
10. All Work will be monitored by the County or authorized representative.
11. The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the Work required by the Contract shall be accomplished or reviewed and approved by architects or engineers registered in the State of Illinois to practice in the professional field involved.

B. Procedure For Ordering Work

1. **Notification of Scope Meeting:** The County will notify the Contractor when the County desires construction work to be performed under the terms of the Contract. The County may verbally notify the Contractor of the place and time of the Joint Scope Meeting which typically will be scheduled to occur no less than 24 hours after the notification of the Joint Scope Meeting. At such time that the notification is given, the County may provide existing drawings, work descriptions or other information that may be beneficial to the Contractor. The Contractor must attend the Joint Scope meeting.
2. **Joint Scope Meeting:** The Contractor's personnel responsible for preparing the Price Proposal and Task Orders Proposal Package will visit the proposed Work site in the company of the County and participate in a Joint Scope Meeting which may include discussion and establishment of the following:

- a. Task Orders number and title
 - b. Existing site conditions
 - c. Methods and alternatives for accomplishing Work
 - d. Definition and refinement of requirements and agreement on the Scope of Work
 - e. Requirements for drawings, design work, sketches, shop drawings, etc.
 - f. Tentative construction schedule
 - g. Preliminary quantity estimates
 - h. Date for submittal of drawings, if required, and the date the Price Proposal is due.
3. **Detailed Scope of Work:** After the joint scoping of the Work site, the Contractor and the County will agree upon the Scope of Work. The Scope of Work, unless modified by the County, will be the basis on which the Contractor will develop its Price Proposal and the basis on which the County will evaluate the Contractor's Price Proposal.
4. **Issuance of the Request for Design (RFD) / Request for Price Proposal (RFPP):**
- i. Upon completion of the Joint Scope Meeting, the County may issue a Request for Design (RFD) or a Request for Price Proposal (RFPP) depending on the nature of the project.
 - ii. When the County issues an RFD, the Contractor shall submit the names for all A/E firms within 7 days of receiving the County's RFD. Prior to preparing a design, the Contractor shall submit to the County, a copy of the A/E invoice as the back-up for payment of A/E services.
 - iii. When the County issues an RFD, the Contractor shall be compensated for the cost of the A/E through the Reimbursable Fee work task in the Task Catalog. The quantity for the Reimbursable Fee work task shall be equal to the amount on the A/E's invoice.
 - iv. The cost for managing the A/E firm is incidental. Therefore, the Contractor shall apply 1.0000 to the Reimbursable Fee work task rather than applying the Contractor's competitively bid Adjustment Factor.
 - v. **Preparation of the Design:** A Request for Design may be sent to the Contractor where the need exists for the Contractor to prepare Drawings prior to the issuance of the RFPP. The design requirements will be established in the RFD and the Contractor shall submit an A/E firm(s) for the County's approval prior to commencing the design. **Full-service firms are desired, but under no circumstances is the Contractor to be the "lead" firm for A/E design work.** Preliminary drawings are due on the date indicated on the RFD, and once final drawings are approved by the County, the issuance of an RFPP shall be the Contractor's notification that final design drawings are to be approved, and an initial Price Proposal developed.
 - vi. **Due Date for Design:** For most Task Orders, the RFD due date shall be fourteen to twenty-one calendar days after receipt of the County's RFD. The Contractor must request an extension of the RFD due date in writing to the County three days prior to the due date, or it is expected that the due date will be met. Failure to meet due dates, consistent rejection of inadequate design submissions, or continual tardiness on design delivery at any stage without advance notification may constitute default of the Contract. The design shall conform to the RFD and County's Design Standards.
 - vii. After the Scope of Work has been finalized, the County may issue a Request for Price Proposal (RFPP) to the Contractor. The RFPP requires that the Contractor prepare a Price

viii. Proposal for the Work under consideration and will include a Scope of Work. It is the Contractor's responsibility to select the appropriate task from the Task Catalog, to apply the appropriate adjustment factor to the individual work tasks, and to submit the Price Proposal by the due date indicated on the RFPP.

5. **Preparation of the Price Proposal:** The Contractor will prepare the Price Proposal in accordance with the following:

- 1) **Pre-Priced Work Requirements:** Pre-priced Work requirements will identify the type and number of Work units required from the CTC, Volume II, as defined in the current RS Means Facilities Task Catalog, to perform the Scope of Work. The Unit Price set forth in the CTC shall serve as the base price for the purpose of this provision. If the Scope of Work calls for County furnished material to be installed by the Contractor, the Contractor shall, using RS MEANS, remove the material component of a given work task. At the discretion of the County, work tasks that are reasonably close in description and cost to the requirements of the Scope of Work and Technical Specifications may be used as a substitute. Non-Pre-Priced tasks may be submitted with the approval of the County. All items in a Price Proposal, where feasible, shall carry a user note, entered in RS MEANS but the Contractor, as to the intended use of the task as it relates to the Scope of Work. Dividing the Price Proposal into categories may also be required by the County to further clarify the Work, for the purpose of reducing the Scope of Work expediently or for the purpose of establishing a Schedule of Values for payment. Dividing the Price Proposal into categories shall not alleviate the Contractor of providing quantity discounts on a per project basis.
- 2) **Non-Pre-Priced Work Requirements:** It may be necessary to include in the Contractor's Price Proposal work tasks that are not included in the CTC. These tasks are considered Non-Pre-Priced work tasks, and the following applies:
 - a) Non-Pre-Priced Work shall be separately identified in the Price Proposal.
 - b) If the Contractor will perform the work with its own forces, it shall submit a breakdown of the cost of labor equipment and material/equipment installed.
 - The number of hours for each labor classification up through the foreman level and hourly rates for each classification shall be shown.
 - Equipment costs (other than small tools) will be determined according to the "CONTRACTORS' EQUIPMENT COUNTYSHIP EXPENSE" of the Associated General Contractors of America shall be used.
 - The Contractor shall submit three independent quotes for all material/equipment to be installed.
- 3) If the Work is to be subcontracted, the Contractor must submit three independent bids from subcontractors. If three quotes or bids cannot be obtained, the Contractor will provide reason in writing for the County's review and approval. If, for any reason, the justification letter for self- performed work or subcontracted work is rejected, the Contractor is required to resubmit a revised justification letter or additional quotes for the County's review.
- 4) At the discretion of the County, Non-Pre-Priced tasks as well as other tasks may be added to the CTC during the Contract. Upon mutual agreement between the County and the Contractor, unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-Priced task in the

CTC.

- 5) **Pricing Non-Pre-Priced Items:** The final price submitted for Non-Pre-Priced Work items shall be according to the following formula. Each Non-Pre-Priced item must be supported with the necessary back-up documents including the calculation below.

For Work Performed with the Contractor's Own Forces:

A = Direct Labor Cost (Up through the foreman level and Fringe Benefits per Common Construction Wage plus payroll taxes and insurance)

B = Direct Material Costs (supported by three supplier quotes)

C = Direct Equipment Costs

Total Cost of Non-Pre-Priced Task = (A+B+C) x NPP Adjustment Factor

For Work Performed by subcontractors:

D = Subcontractor Costs (supported by three subcontractor quotes)

Total Cost of Non-Pre-Priced Task = D x NPP Adjustment Factor

- 6) Additional information submitted in support of a Non-Pre-Priced work task may include, but is not limited to, the following:
- a) Complete specifications and technical data, support Drawings, calculation work sheet, quality control, and inspection requirements.
- 7) Unlike the Normal Working Hours Adjustment Factor and the Accelerated Schedule Adjustment Factor, the Non-Pre-Priced Adjustment Factor will not be adjusted on annual basis. **The Contractor's Non-Pre-Priced adjustment factor will remain constant for the duration of the Contract.**
- 8) The County reserves the right to select the subcontractor/supplier quote that is to be used on the Task Orders for which the quote is submitted. The Contractor is not allowed to use a different quote from a different subcontractor/supplier without first obtaining approval by the County.
- 9) After a Non-Pre-Priced Task is used on three (3) separate Task Orders, the unit price for such task will be established, following approval by the County, and fixed as a permanent Pre-Priced Task that will no longer require price justification.
- 10) The County's determination as to whether an item is a Pre-Priced task or a Non-Pre-Priced task shall be final, binding and conclusive as to the Contractor and its subsidiaries, agents, employees, subcontractors and the like.
- 11) Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therein. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the County, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a task to be paid without mark-up using the Reimbursable Fee task in the Construction Task Catalog[®]. The cost of expediting services or equipment use fees are not reimbursable.
6. The Contractor's Price Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the Work units proposed are reasonable for the tasks to be performed. Documentation to be

submitted with the Price Proposal shall include, but not be limited to:

- 1) Design Drawings
- 2) Calculations, specifications, and other technical data as required,
- 3) Catalog cuts,
- 4) Back-up for any Non-Pre-Priced items,
- 5) Tentative Construction Progress Schedule, and
- 6) Clarifications to the Scope of Work.

7. **Time for Submittal:** The Contractor's Price Proposal shall be submitted in accordance with the date indicated on the RFPP. Unless otherwise stated on the RFPP, the Price Proposal will be **five to ten working days** after the date of issuance of the RFP. The County may allow additional time for preparation of the Contractor's Price Proposal for complex Task Orders. In emergency work situations requiring immediate completion and small to medium sized maintenance and repair Task Orders, the Contractor's proposal may be required quickly, and the due date will be so indicated on the RFPP. **If the Contractor requires clarifications or additional information regarding the scope of work in order to prepare the Price Proposal, the request must be submitted so that the submittal of the Price Proposal is not delayed, because there will be no extensions granted.** If the Contractor continually fails to meet the submittal deadline dates, the County may declare the Contractor in default and initiate termination of the Contract.

8. **Review of the Price Proposal and Submittals**

- 1) The County will evaluate the Contractor's Price Proposal by comparing the nature and number of work tasks used in the Price Proposal to the agreed upon Scope of Work. The County will determine the reasonableness of approach and will evaluate the work tasks used and respective quantities. Furthermore, the County may compare the Contractor's Price Proposal to the County's cost estimate for the Scope of Work. The County reserves the right to reject the Contractor's Price Proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The County also reserves the right to not award a Task Orders if that is determined to be in the best interests of the County.
- 2) If the County finds the Contractor's Price Proposal unacceptable, the County may request the Contractor to re-submit its Price Proposal or cancel the Task Orders. The Contractor is expected to submit Price Proposals correct the first time. **After the County has reviewed the Price Proposal and an agreement has been reached between the County and the Contractor as to the nature of the revisions, if any, the Contractor is not allowed to make any changes to the revised Price Proposal other than the agreed upon changes.** If the Contractor is required to re-submit the Price Proposal, the revised Price Proposal is due no later than 48 hours after the changes have been agreed upon.
- 3) If the Contractor continues to submit Price Proposals which are rejected by the County, the County may declare the Contractor in default and initiate termination of the Contract.
- 4) The means and methods of construction shall be such as the Contractor may choose; subject however, to the County's right to reject means and methods proposed by the Contractor that:

- 5) Will constitute or create a hazard to the work, or to people or property; or
 - 6) Will not produce finished Work in accordance with the terms of the Contract; or
 - 7) Unnecessarily increases the price of the Task Orders when alternative means and methods are available.
9. By submitting a signed Price Proposal to the County, the Contractor is to accomplish the Work outlined in the Scope of Work for that Task Orders. It is the Contractor's responsibility to include the necessary scope items in the Price Proposal prior to delivering it to the County. Once accepted by the County, the Task Orders become a firm fixed price, lump sum contract and the Price Proposal is fixed. Unless they are part of the Scope of Work, no adjustment in work tasks or quantities is allowed. Inspection of the Contractor's Work shall be against the Technical Specifications, Drawings and the Scope of Work, not the Price Proposal.
10. **Preparation of the Task Orders Proposal Package:**
- 1) Time for Submittal: Upon acceptance of the Contractor's Price Proposal, technical submittals and construction schedule, the Contractor will be required to submit the Task Orders Proposal Package **within five (5) working days** of said acceptance or earlier if directed by the County. If the Contractor fails to meet the deadline for submittal of the Task Orders Proposal Package, the County may declare the Contractor in default and initiate termination of the Contract.
 - 2) The Task Orders Proposal Package includes:
 - a) Signed Price Proposal as agreed to,
 - b) Final drawings, calculations, specifications, (if any)
 - c) Final catalog cuts, (if any)
 - d) Final back-up for any Non-Pre-Priced items, (if any)
 - e) Subcontractor List with Dollar Amounts
 - f) Accepted construction schedule,
 - g) Special insurance, if required, and
 - h) For Special equipment, a copy of the warranty document (if any)
 - i) Statement of Wages for Subcontractors of any tier
 - j) Any other documentation required for the Task Orders as indicated on the RFPP
 - 3) Review of the Task Orders Proposal Package and Issuance of the Notice to Proceed (NTP):
 - 4) The County will evaluate the entire Task Orders Proposal Package.
 - 5) The County reserves the right to reject a Contractor's Task Orders Proposal Package based on unjustifiable quantities and/or work tasks in the Price Proposal, performance periods, inadequate documentation, unacceptable subcontractors, or other inconsistencies on the Contractor's part. The County also reserves the right to not issue a Notice to Proceed if that is determined to be in the best interests of the County.
 - 6) By submitting a signed Task Orders Proposal Package to the County, the Contractor is agreeing to accomplish the Work outlined in the RFPP and the Scope of Work for that particular Task Orders,

11. The Notice to Proceed which must be signed by the County or County's designated Representative, constitutes the County's acceptance of the Contractor's Task Orders Proposal Package. A signed copy of the NTP will be provided to the Contractor. The NTP provided to the Contractor will state the fixed price of performance of the Work ordered.

1) Additional Terms and Conditions: Additional terms and conditions to a Notice to Proceed may be proposed by an agency procuring Work off this Contract. Acceptance of these additional terms and conditions is OPTIONAL to all parties. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing agency.

12. Once the Notice to Proceed has been issued, the Contractor is not allowed to deviate from using the Subcontractors as submitted with the Task Orders Proposal Package without the written permission from the County. If a deviation is requested by the Contractor and approved by the County, the Contractor must resubmit those parts of the Task Orders Proposal Package that have been changed by said deviation both electronically and by hard copy.

C. Measurements to be Verified

1. Before preparing the Task Orders Proposal Package or ordering any material or doing any Work, the Contractor shall verify all measurements and conditions including, but not limited to spot checking elevations, or other measurements and conditions as required to support the development of the Task Orders Proposal Package. The Contractor shall be responsible for the correctness of the measurements and conditions. No extra charge or compensation will be allowed based on the difference between actual dimensions and the quantities indicated in the Price Proposal.

D. Incidental Work

1. Even if not specifically stated in the Scope of Work, a Task Orders includes all construction services as necessary to perform the Work covered by the Scope of Work. For example: A statement of Work may be "Install Pipe Underdrains." Included in the work task and price and considered incidental to the work is the excavation and proper disposal of unsuitable material, the installation of the pipe, the fabric envelope, fittings, cleanouts, bedding aggregate and porous granular backfill.

2. It is the responsibility of the Contractor, in preparation of its Price Proposal, to select the proper items from the CTC related to the Scope of Work to complete the Scope of Work, even if incidental items as related to the overall Scope of Work are not specifically identified in the Scope of Work. Extra payment requested by the Contractor based on the contention that the Task Orders or Scope of Work failed to itemize work tasks which are considered incidental to common construction practice will not be permitted.

E. Changes in the Work

1. The County, without invalidating the Task Orders, may order changes in the Work by altering, adding to or deducting from the Work, by issuing additional Task Orders.

2. No changes shall be made without the issuance of new Task Orders, according to the procedures stated in Article III.B. above.

F. Emergency Task Orders

1. If an "immediate emergency response" is necessary, the County may elect to use an alternative procedure for emergency Task Orders as long as the alternative procedure is not

substantially more burdensome to the Contractor than the procedure for ordering work as described in this section.

2. An emergency Task Orders is defined by the need for immediate procurement of construction services to resolve any safety issues, prevent or mitigate the loss or impairment of life, health, property or essential service. The County may require the Contractor to begin Work immediately for an emergency Task Orders.

G. Computer Equipment

1. The Contractor is required to have its own computer system which is to have the minimum capabilities as described below. The County's GGSC software program for generation of the Contractor's Price Proposal shall be run on the Contractor's computer **Note: It is essential that the Contractor has dedicated industry accepted high speed internet connection for all computers from which Price Proposals will be prepared.**
 - 1) computers with a minimum 1 GHz processor
 - 2) individual email accounts for each of its project managers

H. Software Licensing

The Contractor shall be required to obtain access to the General Government Services Contracting software, RS MEANS, under a license to be obtained by Contractor. RS MEANS is a General Government Services Contracting management tool that expedites the ordering and execution of work. The Contractor shall use RS MEANS to prepare and submit Price Proposals, Subcontractor lists, and other requirements as determined by the County of Will. RS MEANS contains an electronic version of the Task Catalog for the Contractor's use in preparation of Price Proposals.

I. Price Proposal Auditing

The County reserves the right to audit Price Proposals during the Contract. This audit will primarily focus on validating the Contractor's Price Proposal with the Scope of Work and the use and pricing of Non-Pre-Priced items. If the audit reveals that the Contractor's Price Proposal is inaccurate, the Contractor may be required to reimburse the County for the actual cost of the audit. The County reserves the right to audit as many Task Orders as it deems necessary to ensure compliance with the Contract Documents.

J. Liquidated Damages

Liquidated damages will be applied on a Task Orders by Task Orders basis. If liquidated damages are to be applied, the County will notify the Contractor in writing prior to the Contractor submitting the Task Orders Proposal Package. For each calendar day that the Detailed Scope of Work for a Task Orders shall remain incomplete after the Task Orders Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages, provided however that due account shall be taken of any adjustment of the Task Orders Completion Time as provided for elsewhere in this Contract.

Schedule of Liquidated Damages

Value of Task Orders	Liquidated Damages
\$0 to \$100,000	\$250/Day
>\$100,000 to \$200,000	\$500/Day
>\$200,000	\$750/Day

IV. PERSONNEL

A. General

The Contractor shall, immediately upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, qualified and assigned exclusively to perform the Work. The positions listed below are Key Personnel. The Contractor shall provide the County with the qualifications of the individuals who will serve in those positions as part of the Proposal. If the County determines that the Contractor's staffing level will require that staffing adjustments are made satisfactory to the County prior to the issuance of additional Task Orders:

1. If any Key Personnel furnished by the Contractor should be unable to continue in the performance of assigned duties for reasons due to death, disability, or termination, the Contractor shall promptly notify the County explaining the circumstances. Changes in assignment of Key Personnel due to commitments not related to this Contract are prohibited without prior approval by the County.
2. The Contractor shall furnish to the County within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the County may require to judge the experience and competence of the proposed substitute. Upon approval by the County, the proposed substitute shall be assigned to this Contract. If the County rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second proposed substitute. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the County.
3. In the event that, in the opinion of the County, the performance of personnel of the Contractor assigned to this Contract is at an unacceptable level, such personnel shall cease to be assigned to this Contract and shall return to the Contractor, and the Contractor shall provide a substitute to the County, in accordance with the previous paragraph. Absence of acceptable Key Personnel for the Work shall constitute an event of default.
4. If the Contractor is unable to provide an adequate substitute in accordance with the previous paragraphs, the County reserves the right to terminate the Contract.

B. Key Personnel

1. Contractor's Project Manager:

The Contractor shall employ and assign to Work on this Contract, at all times, a qualified Project Manager, and any necessary assistants or additional Project Managers satisfactory to the County, to act as contact personnel with the County's GGSC Program Manager and GGSC Project Managers, to ensure timely completion of Joint Scopes, Price Proposals, and Task Orders Proposal Packages, and to ensure that the Task Orders are being constructed in accordance with the Technical Specifications. The Contractor's Project Manager shall have a minimum of five (5) years' experience as a Project Manager or other qualifications and/or experience acceptable to the County.

2. Contractor's Assistant Project Managers/Estimators

The Contractor's Assistant Project Manager shall represent the Contractor in the Contractor's absence. All directions given to the Contractor's Project Manager shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The County or GGSC Project Managers shall not be responsible for the acts or omissions of the Contractor's Project Manager, assistants or other Project Managers.

The Contractor shall employ and assign exclusively to this Contract an adequate number of qualified and experienced Project Managers and Engineers to assure that each Task Orders is performed according to the Contract Documents. At a minimum, the Contractor shall have at least one (1) Project Manager for every eight (8) Task Orders in planning/proposal stage. Once assigned to a particular Task Orders, substitutions will be allowed only with County's written approval. When required, the Contractor's Project Managers shall have demonstrated experience in the electrical and mechanical disciplines to ensure quality submissions of Price Proposals. The Contractor's Project Managers shall not be assigned or work on any other General Government Services Contracts other than this Contract.

3. Contractor's Field Superintendents:

The Contractor shall employ full time, and at all times, for the entire length of the Contract, competent Field Superintendents, to properly and adequately superintend the Task Orders on a daily basis to facilitate the smooth progress of the projects and to ensure that construction is according to the Technical Specifications, Scope of Work, and the approved Progress Schedule. The Contractor shall have a full time experienced and qualified Field Superintendent assigned to each Task Orders. At a minimum the Contractor shall have at least one (1) Field Superintendent for every eight (8) Task Orders in the field. Once assigned to a particular Task Orders, substitutions will be allowed only with County's written approval.

The Contractor's Field Superintendent and the County's Inspector shall coordinate Work activities and review project progress and quality.

The Contractor's Field Superintendent shall represent the Contractor in the Contractor's absence and all directions given to Contractor's Field Superintendent shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The County shall not be responsible for the acts or omissions of the Contractor's Field Superintendent or assistants.

The Contractor's Field Superintendents shall have a minimum of five (5) years' experience as a Superintendent. The Contractor's Field Superintendents shall have demonstrated experience in the electrical and mechanical disciplines to ensure quality supervision of project installations.

4. Quality and Safety Control:

A person on the Contractor's staff must be designated to oversee the Contractor's required Quality and Safety Control programs.

5. **Staffing:**

No one individual above can hold more than two of the areas of responsibility described above. No separate payment will be made to the Contractor for the cost of any Key Personnel. Such cost will be deemed to be included in the Contractor's adjustment factor. The Design Professionals may be subcontracted by the Contractor, but all other Key Personnel must be employed directly by the Contractor and be on site for the Contract.

6. **The Contractor** shall assign additional staff, as determined by the County, to properly manage and superintend the work. No separate payment will be made to the Contractor for the cost of the Contractor's Project Manager, the superintendents or other staff deemed necessary for the execution of the Contract. Such cost will be deemed to be included in the Contractor's Adjustment Factor.

V. PRICE ADJUSTMENT

A. Price Adjustment:

The Contractor's Adjustment Factors shall remain constant for the duration of the Contract.

The Contractor's Non-Pre-Priced adjustment factor will remain constant for the duration of the Contract.

VI. EVENTS OF DEFAULT

A. Events of Default

The following events will be considered "Events of Default:"

1. Failure to meet or exceed the Performance Standards as stated in GGSC General Conditions.
2. Refusal to perform Work within the Six County Area.
3. Failure to perform the Work in accordance with the Contract Documents.

VII. EXTENSION OF CONTRACT PERFORMANCE

A. Option Periods

- a) The base term of the Contract is one (1) year. Upon expiration of the base term, the County may choose to exercise an option term.
- b) The County shall have the right and option to extend this Contract for a maximum of two additional one-year terms.

An option term shall be exercised by bilateral agreement with the Contractor.

- c) The total duration of the Contract including option periods, shall not exceed three (3) years; however, if at the end of the base term, or any option term, the Contract is not extended and there are Task Orders under construction which may require changes to complete the original Project, the County may issue additional Task Orders to complete the Work.
- d) All Task Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the contract apply to each Task Order.

VIII. STANDARDS OF PERFORMANCE

1. General Government Services Contracting is a performance-based contracting system. Once the Contractor has been issued Task Orders equal to the Minimum Contract Amount, the County is under no further obligation to issue additional Task Orders. If the need exists and the Contractor has met the following performance standards, the County may continue to issue Task Orders up to the Maximum Contract Amount. The continuation of the Contract and execution of option terms may depend upon the Contractor's performance in the following performance standards.

2.

- a. **Submission of the Contractor's Price Proposal and Task Orders Proposal Package:** The Contractor shall submit Price Proposals in accordance with Article III.B.5 and the Task Orders Proposal Package in accordance with Article III.B.7. The Contractor shall submit Price Proposals on or before the date so indicated on the RFPP and the Task Orders Proposal Package within the time so indicated in Article VI.5.7. Failure to submit the above within the time so stipulated by the County may be an event of non-performance.
- b. **Quality of the Contractor's Price Proposal and Task Orders Proposal Package:** The Contractor, in preparation of its Price Proposal, shall select only those tasks from the Task Catalog that are required to accomplish the Task Orders Scope of Work at the required quantity. Failure of the Contractor to justify its selection of tasks at the selected quantities may be an event of non-performance. The Contractor is expected to submit Price Proposals correct the first time. However, the County recognizes that some adjustments might have to be made to the Price Proposal after review by the County. Therefore, the County may allow the Contractor to submit a first Price Proposal and a second Price Proposal for each Task Orders. If corrections are not made to the satisfaction of the County after the second submitted Price Proposal, this may be an event of Non-performance. The Contractor, in preparation of its Task Orders Proposal Package, shall include all the documents in accordance with Article III.B.7 of these GGSC General Conditions. Failure to submit complete and accurate Task Orders Proposal Packages the first time may be an event of non-performance.
- c. **Quality of Construction:** The Contractor shall perform the construction work in accordance with the Contract Documents and perform any Punch List Work in accordance with the Contract Documents. Failure of the Contractor to perform the construction work in accordance with the Contract Documents or to perform Punch List Work may be an event of Non-performance.
- d. **Timely Construction:** As requested by the County, the Contractor shall mobilize all trades and subcontractors, so construction starts by the County's requested start date. During construction, the Contractor shall perform the work in a manner so that the agreed upon schedule and completion date remain intact. If, for any reason, delays are incurred, the Contractor shall take necessary steps to expedite construction as to make up for any lost time.
- e. **Compliance with the Local Business Utilization Plan:** The Local Business Utilization Plan, comprised by the Contractor and submitted and approved for use on this Contract, shall be followed as closely as possible with regard to maximizing the participation of local subcontractors. Furthermore, should the Plan not be followed or deemed to be outdated, Contractor shall follow revised Plan as agreed between Contractor and the County. Failure of the Contractor to maximize participation of local subcontractors may be an event of non-performance.

ARTICLE VI
ATTACHMENTS TO BE SUBMITTED WITH THE PROPOSAL

ATTACHMENT A
COMPANY PROFILE

1) Company Name: _____
Address: _____

Telephone No.: _____
Fax No.: _____
Email Address: _____
Hours of Operation: _____
Number of Years in Business: _____
Signature of Authorized Officer of the Company: _____
Title: _____

2) Location of Office from Which Service Will Be Provided (check one): Same as Above
 Different Address: _____

Include items 3, 4, and 5 on a separate sheet(s) and place behind this Attachment A:

3) General description of the firm, the general construction services and other company information (check one): Yes - included and attached
 No

4) Identify any contract or subcontract that has been terminated within the last ten years. Describe the circumstances and outcome (check one): Yes - included and attached
 No

5) Provide in detail how your firm will maximize the joint purchasing aspect of the Contract within the Six County Area and beyond. It is up to the successful Contractor to bring Work into the program. Identify your plan, resources you have available, and why you think it will work. **Be as specific as you can.**

Answer questions 6, 7, and 8 below a yes or no and attach additional information where required:

6) You acknowledge that all Contractors and subcontractors performing work under this Contract will have all applicable licenses required to complete the Work.

Yes _____ No _____

7) Have you, within the last ten years, failed to complete a contract?

Yes _____ No _____

8) Are there any judgments, claims, or suits pending or outstanding against you?

Yes _____ No _____

If the answer to question 7 or 8 above is Yes, submit details below. Attach additional sheets as necessary.

9) Financial Information

- a) Current Assets \$ _____
- b) Fixed Assets (Depreciated) \$ _____
- c) Other Assets \$ _____
- (i) Total Assets \$ _____
- d) Current Liabilities \$ _____
- e) Long Term Liabilities \$ _____
- (i) Total Liabilities \$ _____
- (ii) Net Worth \$ _____
- f) Date of Latest Balance Sheet: _____

10) List your firm's Experience Modification Rate (EMR): _____
(If EMR is greater than 1.0, you MUST include an explanation why)

11) On the following page, list at least three (3) current references, including name of company (or entity), address, person, email address, and phone number. **References MUST be current.**

Reference No. 1:

Company or Entity: _____

Address: _____

Person: _____

Email Address: _____

Phone Number: _____

Reference No. 2:

Company or Entity: _____

Address: _____

Person: _____

Email Address: _____

Phone Number: _____

Reference No. 3:

Company or Entity: _____

Address: _____

Person: _____

Email Address: _____

Phone Number: _____

ATTACHMENT B1
COMPARABLE PROJECT EXPERIENCE
FOR PROJECTS EQUAL TO OR LESS THAN \$50,000

Agency/Firm Name: _____

Project Name: _____

Project Number: _____

Project Location: _____

Project Size (SF): _____

Amount of Self Performance (%): _____ (Based on Labor Hours Worked on the Project Site)

Your Role: Subcontractor Prime Contractor One of Multiple Prime Contractors

Type of Client: Public Private Other _____

Area: Urban Suburban Other _____

Project Type: (Check the boxes that apply to the Scope of Work)

Interior Renovation HVAC/Plumbing Electrical / Lighting Roadway Paving/Surfacing

Sidewalk Repair / Replacement Utility Repair / Replacement Exterior Envelope Repairs Other: _____

Contract Amount: Orig. Contract Amount: \$ _____

Final Contract Amount: \$ _____ % Change: _____

If the Contract Amount increased by more than 5%, attach an explanation.

Close Out Duration: Project Start Date: _____

Substantial Completion Date: _____

Final Acceptance Date: _____ Days from Substantial ____

Client Reference for Construction: (It is your responsibility to assure that the telephone number listed is correct. If your reference cannot be contacted, this project may not be considered.)

County's Representative or Project Manager: _____

Telephone: _____ Email Address: _____

You **must** attach **one** additional sheet with a description of this project. Clearly indicate the scope of work for which you were responsible. Have you attached an additional sheet describing the project Scope Yes No

You **may** attach another sheet containing additional information and/or photographs.

ATTACHMENT B2
COMPARABLE PROJECT EXPERIENCE
FOR PROJECTS GREATER THAN \$50,000 AND EQUAL TO OR LESS THAN \$100,000

Agency/Firm Name: _____

Project Name: _____

Project Number: _____

Project Location: _____

Project Size (SF): _____

Amount of Self Performance (%): _____ (Based on Labor Hours Worked on the Project Site)

Your Role: Sub Contractor Prime Contractor One of Multiple Prime Contractors

Type of Client: Public Private Other _____

Area: Urban Suburban Other _____

Project Type: (Check the boxes that apply to the Scope of Work)

Interior Renovation HVAC/Plumbing Electrical / Lighting Roadway Paving/Surfacing

Sidewalk Repair / Replacement Utility Repair / Replacement Exterior Envelope Repairs Other: _____

Contract Amount: Orig. Contract Amount: \$ _____

Final Contract Amount: \$ _____ % Change: _____

If the Contract Amount increased by more than 5%, attach an explanation.

Close Out Duration: Project Start Date: _____

Substantial Completion Date: _____

Final Acceptance Date: _____ Days from Substantial _____

Client Reference for Construction: (It is your responsibility to assure that the telephone number listed is correct. If your reference cannot be contacted, this project may not be considered.)

County's Representative or Project Manager: _____

Telephone: _____ Email Address: _____

You must attach one additional sheet with a description of this project. Clearly indicate the scope of work for which you were responsible. Have you attached an additional sheet describing the project Scope Yes No

You may attach another sheet containing additional information and/or photographs.

**ATTACHMENT B3
COMPARABLE PROJECT EXPERIENCE
FOR PROJECTS GREATER THAN \$100,000 BUT LESS THAN \$250,000**

Agency/Firm Name: _____

Project Name: _____

Project Number: _____

Project Location: _____

Project Size (SF): _____

Amount of Self Performance (%): _____ (Based on Labor Hours Worked on the Project Site)

Your Role: Subcontractor Prime Contractor One of Multiple Prime Contractors

Type of Client: Public Private Other _____

Area: Urban Suburban Other _____

Project Type: (Check the boxes that apply to the Scope of Work)

Interior Renovation HVAC/Plumbing Electrical / Lighting Roadway Paving/Surfacing

Sidewalk Repair / Replacement Utility Repair / Replacement Exterior Envelope Repairs Other: _____

Contract Amount: Orig. Contract Amount: \$ _____

Final Contract Amount: \$ _____ % Change: _____

If the Contract Amount increased by more than 5%, attach an explanation.

Close Out Duration: Project Start Date: _____

Substantial Completion Date: _____

Final Acceptance Date: _____ Days from Substantial ____

Client Reference for Construction: (It is your responsibility to assure that the telephone number listed is correct. If your reference cannot be contacted, this project may not be considered.)

County's Representative or Project Manager: _____

Telephone: _____ Email Address: _____

You must attach one additional sheet with a description of this project. Clearly indicate the scope of work for which you were responsible. Have you attached an additional sheet describing the project Scope Yes No

You may attach another sheet containing additional information and/or photographs.

ATTACHMENT C

General Understanding of the General Government Services Contracting System

Provide a narrative of your general understanding of the General Government Services Contracting procurement system.

Include in the narrative an understanding of how projects will be procured through the General Government Services Contracting process, a step-by-step process for developing auditable price proposals, and why General Government Services Contracting is a performance-based contracting system. Include by reference your assessment of any Contract Document Articles deemed critical to the operations, management, and success of the Contract.

Complete your narrative in the space provided below.

If necessary, attach additional details.

ATTACHMENT D

LIST OF ALL GENERAL GOVERNMENTAL SERVICES CONTRACTS AWARDED SINCE 2017

If necessary, attach additional sheets.

	Agency	Contract #	Potential Maximum Time (In Years)	Award Date	Expiration / Termination Date	Approximate # of Job Orders Issued	Approximate Amount of Work Issued (In Dollars)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

ATTACHMENT E

LIST OF THREE (3) MOST RECENT GENERAL GOVERNMENT SERVICE CONTRACTS AWARDED BEFORE JANUARY 1, 2017

Complete a separate Attachment E for Each Awarded Contract

Firm Can Submit MAXIMUM of Three (3) Contracts

Submitted Contracts are to be Most Recent Contracts Awarded before January 1, 2021

General

- 1 Agency: _____
2 Contract _____

Reference Information

- 3 Reference Name, _____
4 Position: _____
5 City, State Zip Code: _____
6 Phone Number: _____
7 E-mail Address: _____

Contract Time:

- 8 Potential Maximum Time:* _____
9 Award Date: _____
10 Expiration / Termination Date (OR Still) _____

Contract Amounts:

- 11 Potential Maximum Amount:** _____
12 Total Amount of Work Issued (\$): _____
13 Total Number of Job Order Issued _____

Key Personnel:

- 14 Name and Position: _____
15 Name and Position: _____
16 Name and Position: _____
17 Name and Position: _____
18 Yes or No, Did any of the key personnel proposed for the Will County Contract work on this contract? _____

- 19 If answer to above question is "yes," and if those individuals are NOT listed as key personnel above, list the name and position

***Potential Maximum Time** shall mean the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

****Potential Maximum Amount** shall be the sum of the Potential Maximum for the base term and ALL possible option terms expressed as a Dollar Amount.

ATTACHMENT F

LIST OF ALL GENERAL GOVERNMENT SERVICES CONTRACTS THAT WERE NOT ACTIVE FOR THE POTENTIAL MAXIMUM TIME

Regardless of Award Date, list ALL General Government Services Contracts that were not active for the Potential Maximum Time

Potential Maximum Time shall mean the entire possible duration of the Contract. The Potential Maximum Time is calculated by adding together the base term plus all possible option terms.

Agency	Contract #	Award Date	Expiration / Termination Date	Who Initiated the Early Expiration / Termination	Total Amount Work Issued

Provide a detailed description below identifying why the contract was not active for entire time (attach additional sheets as necessary to accurately detail the events)

Agency	Contract #	Award Date	Expiration / Termination Date	Who Initiated the Early Expiration / Termination	Total Amount Work Issued

Provide a detailed description below identifying why the contract was not active for entire time (attach additional sheets as necessary to accurately detail the events)

Attachment G

Identification of Key Personnel and General Government Services Contracting Experience

Complete a Separate Attachment G for the Project Manager, Assistant Project Manager, and General Superintendent
FOR EACH KEY PERSONNEL, ATTACH THEIR RESUME TO THIS FORM

General Information

Name: _____
Title: _____
of Years with the Firm: _____

General Government Services Contract Experience:

List as General Government Services Contract experience a Maximum of Four (4) Contracts. If the Key Personnel has worked on more than 4 Contracts, then use the most recent contracts where at least \$2 million of work a was issued.

General Government Services Contract #1:

Agency: _____
Contract #: _____
Award Date: _____
of Job Orders Issued: _____
Amount of Work Issued: _____
Reference Information - Name: _____
Address: _____
City, State Zip Code: _____
Phone Number: _____
E-Mail: _____

Yes or no, did any of the other key personnel proposed for Will County work on this contract: _____
If yes, list the name of the key personnel below that worked on the contract and their position: _____

General Government Services Contract #2:

Agency: _____
Contract #: _____
Award Date: _____
of Job Orders Issued: _____

Amount of Work Issued: _____

Reference Information - Name: _____

Address: _____

City, State Zip Code: _____

Phone Number: _____

E-Mail: _____

Yes or no, did any of the other key personnel proposed for Will County work on this contract: _____

If yes, list the name of the key personnel below that worked on the contract and their position: _____

General Government Services Contract #3:

Agency: _____

Contract #: _____

Award Date: _____

of Job Orders Issued: _____

Amount of Work Issued: _____

Reference Information - Name: _____

Address: _____

City, State Zip Code: _____

Phone Number: _____

E-Mail: _____

Yes or no, did any of the other key personnel proposed for Will County work on this contract: _____

If yes, list the name of the key personnel below that worked on the contract and their position: _____

ATTACHMENT H

LOCAL BUSINESS UTILIZATION PLAN

Ensuring local businesses are used is a top priority for the County. In specific detail, identify how the firm will maximize participation of local businesses under this contract. Local businesses are considered those businesses headquartered in Will County. Also make sure to include the Proposer's approach to subcontracting versus self-performing the work with its own forces as well as identification of said types of work the Proposer intends on self-performing. The Plan should also identify how the Proposer will select subcontractors and the basis of such selection. Adherence to the local business utilization plan is a standard of performance and failure to adhere to the plan during the course of the Contract will be considered an event of default.

ATTACHMENT I

VENDOR INFORMATION SHEET

*The information below is required to complete your bid/rfp packet.
Type or Print Only*

Purchase Order Mailing Information:

Name: _____
Address 1: _____
Address 2: _____
Address 3: _____
City: _____
State: _____
Zip Code: _____
Phone: () _____
Fax: () _____
Project Contact: _____
****E-Mail**** _____

Remittance Mailing Information:

Name: _____
Address 1: _____
Address 2: _____
Address 3: _____
City: _____
State: _____
Zip Code: _____
Phone: () _____
Fax: () _____

Fed Tax ID #: _____

Tax Type Federal Tax Social Security

Additional Information : _____

ATTACHMENT J

Request for Taxpayer Identification Number and Certification

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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

Print or type 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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) © <input type="checkbox"/> Other (see instructions) ©	
	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.

	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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ©
-----------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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:

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- c An individual who is a U.S. citizen or U.S. resident alien,
- c A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- c An estate (other than a foreign estate), or
- c A domestic trust (as defined in Regulations section 301.7701-7).

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:

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

c The U.S. grantor or other County of a grantor trust and not the trust, and

c 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 TMsaving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee 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. This is called TMbackup withholding. Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for 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 TMName line. You may enter your business, trade, or TMdoing business as (DBA) name on the TMBusiness name line.

Limited liability company (LLC). Check the TMLimited liability company box only and enter the appropriate code for the tax classification (TMD for disregarded entity, TMC for corporation, TMP for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic County) that is disregarded as an entity separate from its County under Regulations section 301.7701-3, enter the County's name on the TMName line. Enter the LLC's name on the TMBusiness name line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the TMName line and any business, trade, or DBA name on the TMBusiness name line.

Other entities. Enter your business name as shown on required federal tax documents on the TMName 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 TMBusiness name line.

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

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the TMExempt payee 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000	Generally, exempt payees 1 through 7

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-member LLC that is disregarded as an entity separate from its County (see *Limited liability company (LLC)* on page 2), enter the County's SSN (or EIN, if the County has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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 Identification Number (EIN) under Starting a Business. 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 TMApplied 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. Entering TMApplied 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 County 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 payees, see *Exempt Payee* 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. TMOther 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 County of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual County
5. Sole proprietorship or disregarded entity owned by an individual	The County
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The County
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 TMDBA name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the 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 for 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- c Protect your SSN,
- c Ensure your employer is protecting your SSN, and
- c Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

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.A

ATTACHMENT K
AFFIDAVIT OF COMPLIANCE

APPLICANT: _____
Name _____
Address _____
Federal Tax I.D. # _____

As a condition of entering into a contract with the County of Will, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type) _____

being first duly sworn on oath, deposes and states that he is _____

_____ (the sole County, a partner, a joint venturer, the President, the Secretary, etc.) of _____

_____ (Name of Company), the party making the foregoing bid, and that he has the authority to make any disclosures or certifications required by this Affidavit on behalf of the bidder and that all the information contained in this Affidavit is true and correct in both substance and fact.

DISCLOSURE OF BENEFICIARIES

Section 1. Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the County of Will Municipal Code, as amended, by adding Chapter 12 thereto requires disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the County of Will.

A. Nature of Benefit sought by the undersigned (state Bid or RFP No.) _____

B. Nature of Applicant: (Please check one)

- | | | | |
|-----------------------|-------|------------------|-------|
| 1. Natural person | _____ | 4. Trust/Trustee | _____ |
| 2. Corporation | _____ | 5. Partnership | _____ |
| 3. Land Trust/Trustee | _____ | 6. Joint Venture | _____ |

- C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

- D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2. That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham.

- D. The prices or breakdowns thereof and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening.
- E. All statements contained in such bid are true.
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid.
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

Section 3. The undersigned further states that: (circle A or B)

- A. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted of a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace.
- B. Specifying the actions that will be taken against employees for violations of this prohibition.

- C. Notifying the employees that, as a condition of their employment to do work under the contract with the County of Will, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.

- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The aforementioned company's policy of maintaining a drug free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.

- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the County of Will and to post the statement in a prominent place in the workplace.

- F. Notifying the County of Will within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction.

- G. Imposing a sanction on or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below.

- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that an effectively trained counseling and referral team is in place.

- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the County of Will because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, *et seq.*

Section 10. In the event of the Contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the Contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the Contractor agrees:

- 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 underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 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 Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- 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 Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly notify the Department, and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. It will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department'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 Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply

therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public Contractor and any person under which any portion of the public Contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to comply with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such

safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the County.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto during construction.

Signed by: _____
[name]
[title]

Subscribed and Sworn to before me this _____ day of _____, 20_, A.D.

By: _____
Notary Public

-seal-

ATTACHMENT L

Rider Clause for Use of Contract

Contractor Name: _____
Request for Proposal No. 2020-1, General Government Services Contracting – 2020

This clause is intended to allow a successful Contractor to offer the goods and services of the bid to other jurisdictions. If a mark is made in the **YES** column next to a jurisdiction's name, the pricing, terms and conditions of the final Contract are offered to the appropriate jurisdiction. The successful Contractor may directly notify any jurisdiction of the availability of the Contract.

Offering to sell goods and services as a result of this solicitation to other jurisdictions is voluntary on the proposer's part. A jurisdiction's participation in the Contract is voluntary, also. Any jurisdiction obligated to participate in the Contract is indicated in the body of the solicitation and Contract.

The jurisdiction(s) which awards the Contract as a result of this solicitation is responsible for the award, etc., of its portion of the Contract only. Each jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful Contractor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Units of government, not-for-profit businesses, and other entities may be added as jurisdictions able to procure from this Contract if mutually agreed upon by both parties.

Failure to offer the terms and conditions of the Contract to any jurisdiction will neither disqualify a proposer nor adversely affect the award of the Contract.

It is the awarded Contractor's responsibility to notify the jurisdictions shown below of the availability of the Contract.

It is understood that the Contractor will utilize proprietary licensed documents and software during the performance of the work that is provided by RS Means, by means of a consulting contract with the County of Will. Any jurisdictions utilizing the Contractor by riding the Contract shall be liable to RS Means for their document and software licensing fee.

PROPOSER'S AUTHORIZATION FOR PARTICIPATION:

YES	NO	JURISDICTION	YES	NO	JURISDICTION
		Aurora			DuPage County
		Naperville			Dupage Township
		Woodridge			Wheatland Township
		Bolingbrook			Plainfield Township
		Lemont			Lockport Township
		Romeoville			Homer Township
		Plainfield			Troy Township
		Lockport			Joliet Township
		Homer Glen			New Lenox Township
		Crest Hill			Frankfort Township
		Joliet			Channahon Township
		Shorewood			Jackson Township
		Orland Park			Manhattan Township
		Tinley Park			Green Garden Township
		New Lenox			Monee Township
		Rockdale			Crete Township
		Minooka			Wilmington Township
		Channahon			Florence Township
		Frankfort			Wilton Township
		Mokena			Peotone Township
		Elwood			Will Township
		Manhattan			Washington Township
		Park Forest			Reed Township
		Steger			Custer Township
		Crete			Wesley Township

		University Park			Morris
		Monee			Forest Preserve District, Will County
		Peotone			
		Beecher			
		Symerton			
		Wilmington			
		Coal City			
		Diamond			
		Braidwood			
		Godley			
		Braceville			

PROPOSER'S SIGNATURE _____ DATE _____

COMPANY NAME _____

This form must be completed and returned with proposal.

ATTACHMENT M
A G R E E M E N T

This Agreement is entered into this ____ day of _____, 2025, between the County of Will, an Illinois body corporate and politic, located at 11 302 N. Chicago Street, Joliet, Illinois 60432 (hereinafter the *COUNTY*) and _____ and licensed to do business in the State of Illinois (hereinafter the *CONTRACTOR*).

WITNESSETH, that the *COUNTY* has determined that it requires General Government Services Contracting Services and the *CONTRACTOR* is in the business of providing these services and is willing to provide same, for and according to the terms and conditions of the attached Request for Proposal No. 2025-83 (hereinafter the *RFP*).

NOW, THEREFORE, in consideration of the mutual promises delineated in the *RFP*, the parties agree that:

1. *The CONTRACTOR* shall perform all of the work, furnish all of the material and labor necessary to complete the aforementioned services.
2. *The RFP* shall consist of the following listed documents, signed by the proposer where necessary, and which are attached to this Agreement and incorporated herein by reference:

1. This Agreement
2. General Terms & Conditions
3. Scope of Work and Submittal Requirements
4. Proposal Forms
5. GGSC General Conditions
6. Addenda, if any
7. Technical Specifications
8. Task Catalog
9. Supplemental Specifications
10. Advertisement for proposals
11. Performance Bond
12. Affidavit of Compliance
13. Rider Clause
14. Bid Bond
15. Certificates of Insurance

RFP NUMBER: 2025-83

RFP TITLE: General Government Services Contracting - 2025

3. This Contract shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action related to this agreement shall be in the Twelfth District Circuit Court of Will County, Illinois.

THE PARTIES TO THIS AGREEMENT by their signatures acknowledge they have read and understand the RFP and this Agreement and intend to be bound by their terms.

COUNTY OF WILL, ILLINOIS

CONTRACTOR

By: _____
Jennifer Bertino-Tarrant
County Executive

By: _____
[Name]
[Title]

Date: _____

Date: _____

EXHIBIT A - FEDERALLY FUNDED WORK

1. Federally Funded Work

- a. Wages for Federally Funded Work
 - i. Federal funds may be used on some Task Orders under this Contract. When Federal funds are used, the Contractor must pay the wage rates established by the U.S. Secretary of Labor in accordance with the stipulations contained in the Davis-Bacon Act, as amended, and have been established as being the rates for the corresponding classes of workmen employed for projects of a similar character in the locality where the Work is to be performed. The Minimum Wage Rates and Building Wage Determination apply to most Task Orders that are funded in any part by Federal Funds. The Contractor shall be notified by the County during the Joint Scope Meeting should work be required that falls under the Minimum Wage Rates or a different wage determination. Other wage determinations can be found at <http://www.gpo.gov/davisbacon/>.
 - ii. The Contractor shall pay wages and fringe benefits at rates not less than those stipulated for each listed trade. A mistake in the indicated wages and fringe benefits will not entitle the Contractor to cancel the Work, to increase the Adjustment Factors, Task Orders Amount, or to additional payments and recoveries.
- b. Federal Disadvantaged Business Enterprise (“DBE”) requirements may be established for various projects. DBE requirements will be assigned on a Task Orders-by-Task Orders basis.
- c. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act
 - i. The Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the Contract and may result in the termination of this Contract or such other remedy as the County deems appropriate.
 - ii. The Contractor shall comply with Title VI and Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 701 *et seq.*), Title IX of the Education

Amendments of 1972 (20 U.S.C. 1681-1688), the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107), and other civil rights laws applicable to recipients of Federal financial assistance.

- iii. The Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination based on disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, the Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- iv. Miscellaneous Other Applicable Laws Rules and Regulations

On Task Orders funded directly by or assisted in whole or in part by and through the Federal Government, the Contractor shall comply with the following:

1. The Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR part 3).
2. The “Anti-Kickback” Act of 1986 (41 U.S.C. Section 51 *et seq.*).
3. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).
4. The Federal Fair Labor Standards Act (29 U.S.C. Section 201 *et seq.*).
5. All other applicable Federal laws, rules and regulations, including but not limited to:
 - a. The Energy Policy and Conservation Act (42 U.S.C. 6321 *et seq.*);
 - b. The Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*);
 - c. The Clean Water Act (33 U.S.C. 1368 *et seq.*);
 - d. The Clean Air Act, as amended (42 U.S.C. 7401 *et seq.*); and
 - e. The Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962).
 - f. American Reinvestment and Recovery Act of 2009; Pub. L. 111-5 (“ARRA”)

- v. ARRA funds may be used on some Task Orders under this Contract. The Contractor shall be notified by the County during the Joint Scope Meeting should work be required that falls under the requirements of the ARRA. In addition to the provisions above regarding Federally Funded work, the following provisions shall also apply to Task Orders funded with ARRA funds.
- vi. In accordance with ARRA Section 1604, no funds made available for Task Orders funded with ARRA funds may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.
- vii. Use of American Iron, Steel, and Manufactured Goods – In accordance with ARRA Section 1605, neither the Contractor or its Subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States. This requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA Section 1605, and the head of the Federal department or agency, or his designee, involved finds that:
 - 1. This requirement would be inconsistent with the public interest.
 - 2. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
or
 - 3. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.
- viii. Whistleblower Protection – The Contractor agrees to comply with ARRA Section 1553, which states: An employee of any non-Federal employer receiving covered funds may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or such other person working for the employer who has the authority to investigate, discover, or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee reasonably believes is evidence of— (1) gross mismanagement of a contract or grant relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds. The Contractor further agrees that it and its Subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of the ARRA.

ix. The Contractor agrees to comply with ARRA Section 902, which states that the United States Comptroller General and his representatives are authorized:

1. To examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract and
2. To interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

The Contractor agrees that nothing in ARRA Section 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

x. The Contractor agrees to comply with ARRA Section 1515, which provides that any representative of the Inspector General has authority.

1. To examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to the contract, subcontract, grant, or subgrant and
2. To interview any officer or employee of the contractor, grantee, subgrantee or agency regarding such transactions.

The Contractor agrees that nothing set forth in ARRA Section 1515 shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

xi. The Contractor agrees to comply with ARRA Section 1609. All recipients must comply with any applicable environmental impact requirements of the National Environmental Policy Act of 1970 (NEPA), as amended, (42 U.S.C. 4371 *et seq.*), 40 CFR parts 1500 through 1508 and any State or local government requirements that implement NEPA. The recipient must follow the reporting instructions that will be provided online at www.FederalReporting.gov with respect to compliance with NEPA requirements and documentation for affected projects.

xii. The County shall have access to ARRA records and employee information as necessary to conduct audits related to ARRA oversight. The Contractor agrees that the County, or any of its duly authorized representatives, at any time during the term of the General Government Services Contract, shall have access to, and the right to audit and examine any pertinent books, documents, papers, and records of the Contractor's charges and performance under A Task Orders. Such records shall be kept by the Contractor for a period of three (3) years after final payment under each Task Orders, unless the County authorizes their earlier disposition. The Contractor agrees to refund to the County any

overpayments disclosed by any such audit. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.

- xiii. The Contractor is required to provide to the County their unique Dun and Bradstreet “data universal numbering system” DUNS number prior to start of any Task Orders that is funded wholly or in part with ARRA funds. Registration is free and be accessed at <http://fedgov.dnb.com/webform>.
- xiv. The Contractor agrees that it shall include these terms and conditions, including this requirement, in any of its subcontracts in connection with Task Orders funded in whole or in part with funds available under the ARRA.

EXHIBIT B
Supplemental Specifications

The requirements set forth in these Supplemental Specifications will apply as required by an individual Task Orders (sometimes referred to in these Supplemental Conditions as "the Project"). In these Supplemental Conditions, the County may also be referred to as "The County."

TABLE OF CONTENTS

ARTICLE 1. - TEMPORARY STRUCTURES, SIGNS, FENCES, FIELD OFFICES AND PHONES	102
ARTICLE 2. - TEMPORARY HOISTS, CHUTES, DERRICKS, SCAFFOLD, STAIRS, ETC.	102
ARTICLE 3. - TEMPORARY SERVICES (GENERAL)	103
ARTICLE 4. - TEMPORARY TOILETS	103
ARTICLE 5. - TEMPORARY WATER AND FIRE PROTECTION	103
ARTICLE 6. - TEMPORARY LIGHT AND POWER	104
ARTICLE 7. - TEMPORARY HEATING	105
ARTICLE 8. - TEMPORARY USE OF ELEVATORS	106
ARTICLE 9. - TEMPORARY ENCLOSURES AND VENTILATION	106
ARTICLE 10. - PROTECTIVE COVERINGS AND MEASURES	106
ARTICLE 11. - TEMPORARY MATERIAL STORAGE	107
ARTICLE 12. -EXISTING UTILITIES	107
ARTICLE 13. - SUBSURFACE CONDITIONS	108
ARTICLE 14. - TEMPORARY ACCESS TO SITE AND PARKING	108
ARTICLE 15. -SITE DRAINAGE	108
ARTICLE 16. - PUMPING	109
ARTICLE 17. - THE COUNTY'S ELECTRONIC CAD FILES & AS-BUILT FIELD DATA	109
ARTICLE 18. - MAINTENANCE AND OPERATING INSTRUCTIONS	110
ARTICLE 19. - CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT	110
ARTICLE 20. - COUNTY FURNISHED MATERIALS AND EQUIPMENT	111
ARTICLE 21. -LABOR CONDITIONS	111
ARTICLE 22. - CONSTRUCTION LOADS ON BUILDING STRUCTURES	111
ARTICLE 23. - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY	111
ARTICLE 24. – STORM WATER WASTE DISPOSAL	113
ARTICLE 25. - UNLAWFUL HARASSMENT	113

ARTICLE 1. - TEMPORARY STRUCTURES, SIGNS, FENCES, FIELD OFFICES AND PHONES

- A. Structures – As required for individual Task Orders, the Contractor shall construct and maintain, in locations approved by the County, all temporary structures, material sheds, storage sheds, or other similar enclosed structures required for the performance of this Contract. All temporary structures are to be removed from the site by the Contractor upon completion of the Project, or sooner, if so requested by County.
- B. NOT USED
- C. Construction Fence – As required for individual Task Orders, the General Contractor shall furnish, erect and properly maintain a temporary chain link fence, 6'-0" high complete with privacy fabric, man and vehicle gates as appropriate for the project conditions, around entire area of the site, which shall remain in place until such time as directed by the County to be removed. The fence shall be located on the Contract Limit Line or where the progress of work dictates.
- D. NOT USED
- E. NOT USED
- F. NOT USED

ARTICLE 2. - TEMPORARY HOISTS, CHUTES, DERRICKS, SCAFFOLD, STAIRS, ETC.

- A. Contractor to Provide – The Contractor shall furnish and maintain all equipment such as temporary hoists, chutes, derricks, scaffolds, staging, stairs, ramps, runways, ladders, and similar items required for the proper execution of its work, and shall provide or arrange for the use of such facilities by all subcontractors or trades as required to carry out the work, and shall remove or arrange for the removal of all such items when no longer required.
- B. Legal Requirements – All such apparatus, equipment and construction shall meet the requirements of the labor laws and regulations applicable thereto and of the authorities having jurisdiction over same.
- C. Removal of Rubbish – No materials, rubbish or debris will be permitted to drop free but shall be removed by use of the material hoist, rubbish chute (closed, dust-tight type) or other method approved by the County. Rubbish shall be removed frequently, daily from the building, weekly from the site.
- D. Protection of the Work – No materials will be permitted to be passed through the finished openings of the exterior walls without proper protection of the openings in a manner approved by the County. Hoists and chutes shall be so protected as to prevent damage, staining or marring of any permanent work.
- E. Temporary Stairs – As required for individual Task Orders, permanent stairs shall be erected as soon as possible, and the Contractor shall provide same with temporary protective treads, risers, handrails and shaft protection. The Contractor shall provide safe, convenient access from floor to floor as the construction progresses. Permanent ladders and stairs may be used when available, providing some shall be safely prepared for such use. All devices so used shall conform to the Standards prescribed in the Safety Code for the Construction Industry, to OSHA, and such other codes as are applicable.
- F. Temporary Sidewalks – The Contractor shall erect temporary sidewalks as required where existing sidewalks are rendered inadequate by work on the Project site. Temporary sidewalks shall be complete with all necessary timber uprights, braces, crossbeams, plank walks, railings and the like, all installed in such manner so as not to interfere with the execution of the work, or safety and convenience of all persons using walks.

- G. Temporary Sidewalk and Materials Bridges – The Contractor shall erect temporary sidewalks and materials bridges, if required, where building operations are conducted within 30 feet of public sidewalks to provide adequate protection to the public and the County during the execution of the work. Construct bridges shall be complete with necessary up-rights, braces, cross beams, plank top and screened guard rails on all sides and ends, and with watertight ceiling, lighting, signs and safety barricades, all in strict accordance with the requirements of local ordinances and regulations.

ARTICLE 3. - TEMPORARY SERVICES (GENERAL)

- A. As required for individual Task Orders, the Contractor shall arrange for the furnishing and maintaining of all temporary toilets, water supply, light and power, heating, and local telephone service as required for the proper and expeditious completion of the Project. The Contractor shall provide metering for temporary water and electrical utilities. The Contractor shall make all connections to existing services and sources of supply, shall provide all necessary installations, labor, materials, and the like, in a manner subject to the approval of the County, and shall remove the temporary installations and connections when no longer required, or when so directed by the County.

ARTICLE 4. - TEMPORARY TOILETS

- A. As required for individual Task Orders, the Contractor shall provide, erect, service and maintain temporary toilets of an approved type at convenient locations on the premises, and through the building as construction progresses, for use by all trades and subcontractors on the Project. The Contractor shall connect same to existing sanitary sewer lines or to the building sanitary sewers as completed. Toilets shall be maintained in a sanitary condition and equipped for the use of all workmen.
- B. When permanent facilities can be provided within the building, the temporary structures and facilities shall be removed and disposed of by the Contractor closing all temporary openings in an acceptable permanent manner. The permanent facilities shall be limited to those directed by the County. They shall be serviced regularly and returned to the County in first class conditions when the project is completed.

ARTICLE 5. - TEMPORARY WATER AND FIRE PROTECTION

- A. As required for individual Task Orders, the Contractor shall provide and pay for the installation, maintenance and removal of a 2-1/2" combination temporary fire protection and service water standpipe at 1/4 points of the building - total of four standpipes, for use by all trades and subcontractors on the Project. Each standpipe, at each floor, shall be equipped with 1 1-1/2" valve, 100 ft. of fire hose in an enclosure painted red, plainly marked for fire only, plus two 3/4" hose bibs not enclosed. The fire hose shall be always maintained in operable condition and shall be used only for fire protection. Any trades and subcontractors requiring water at points other than those above shall be responsible for and pay for any extension necessary.
- B. The standpipes shall be installed as quickly as construction permits and shall be extended floor by floor as the building construction progresses.
- C. In addition to the fire hose, the Contractor shall provide and install one ABC type fire extinguisher and one CO2 type fire extinguisher at each fire hose location. The extinguishers

shall be in an enclosure, painted red, and plainly marked for fire only.

- D. In addition to the fire protection described above, wherever and whenever any soldering, cutting, burning or welding operations are in progress or any equipment is in use, or any work is being performed that involves a fire hazard, the Contractor responsible for such operation shall be responsible for maintaining an acceptable fire extinguisher within five feet of such an operation. At all times when any of the previously described operations are being performed that might result in flying sparks, hot slag, etc., the Contractor responsible for the operator's performance shall furnish a fire blanket of sufficient size to prevent the sparks, hot slag, etc., from coming in contact with combustible material. In particular, guard against passing of sparks, heated slag, etc., through pipe sleeves, duct openings, conduit openings or similar apertures using an asbestos blanket.
- E. The Contractor shall pay for all service deposits and water used for construction and shall furnish and install all materials and equipment necessary for a metered water service, for use by all Contractors on the Project. Further, the Contractor shall fully inform itself as to connection point or points and water pressure available.

ARTICLE 6. - TEMPORARY LIGHT AND POWER

- A. The Contractor shall arrange for all temporary electric light and power for the work of all trades and subcontractors as required throughout the work. The Contractor shall pay all costs for the installation, maintenance and use of equipment for such temporary light and power, including metering of temporary electrical power.
 - 1. The Contractor shall make all necessary arrangements to provide temporary electrical power, to arrange for its distribution, to continue its service throughout construction, to remove same as outlined herein.
 - 2. Electrical power at 120/208/480 volts - 3 phase, 4 wire capability may be available within convenient reach of the project.
 - 3. Temporary lighting to comply with applicable federal and state codes shall be continuously provided in all stairways, corridors, and in all other work areas for all trades and subcontractors on the project. The Contractor shall also provide as needed; area flood lights, guard lights at barricades, obstructions in streets, drives, walks and at all trenches or pits adjacent to public areas within the area of construction by any trades and subcontractors on this project.
 - 4. As required for individual Task Orders, the service entrance shall terminate in a minimum of two 400 ampere fused NEMA 3R rain tight main switches. From the service entrance location there shall be a minimum of two 400 ampere feeders to a minimum of two fused distribution panel boards on each floor. Such distribution panel boards shall be located at third points of the building and shall contain proper fusing for all temporary wiring extensions. Transformers required for the service outlined shall be provided as a part of the service entrance.
 - 5. Temporary distribution from these panels shall provide single phase, 120-volt, 20 ampere service to outlets within 50 feet of any portion of the building, and a single phase, 208 volts, for a 10 horsepower maximum capacity within 200 feet of any portion of the building. Outlets and bulbs shall be provided by the Contractor to produce not less than 1/5 watt per square foot of floor area throughout the building.
 - 6. All temporary wiring shall include a green equipment grounding conductor and the entire temporary system shall have equipment grounding continuity. All outlets for the connection of portable electrical equipment shall be of the grounding type. All elements

of the temporary electric service shall conform to the regulations of the National Electric Code, the National Electric Safety Code, the Safety Code for the Construction Industry, and O.S.H.A., which shall include such ground fault service as required to protect operating personnel.

7. All trades and subcontractors shall furnish any necessary wiring and extension cords to reach from the nearest outlet to his point of operation. All such devices shall conform to the above provisions or be rejected for use by the County.
8. No permanent power from permanent sources shall be used without the County's written permission indicating the conditions whereby it may be used. Consideration will not be given for the use of lights, wiring devices or other electric equipment until the building is in the finishing stages or unless it is in the County's interests.
9. The Contractor shall maintain strict supervision over the use of the temporary electric service and shall be responsible for damages caused by misuse of same. Violation of safe practices, abuse of the service, or failure to conform to the above standards shall be sufficient cause for the County to take such action as will correct the condition.
10. Upon completion of the Project or when directed by the County, all temporary light and power equipment shall be removed by the Contractor.

ARTICLE 7. - TEMPORARY HEATING

- A. As required for individual Task Orders, the Contractor shall be responsible for furnishing and installing and subsequent removal of a temporary heating system, for use by all trades and subcontractors on this Project, within the new building as weather and construction conditions demand, and as required for the installation of any material or for working conditions required by any trade or trades within the building. Temporary heat shall be provided to prevent freezing within the building, to provide suitable working conditions, to ensure progress of the operation within the established schedule time, and to conform to specific requirements of the Contract Documents. In areas where finishing trades are working or have completed their work, temporary heat shall be maintained at a uniform temperature of 70° F., (-10°) until the completion of the Project.
- B. The Contractor shall provide for all materials, labor, water, tools, electric wiring, fuel, and electric power, operating services and any items incidental and required for a complete and operable system of temporary heat, so long as any system of temporary heat is in operation and required by any trade or crafts within the building.
- C. As required for individual Task Orders, the Contractor shall maintain a system of temporary heat until total completion and final acceptance by the County, even though the County may occupy the building in part or in total.
- D. Equipment shall be oil or gas fired, electric blower operated and shall not require a vent from the heated space. Open flame type units similar to Salamanders shall not be used.
- E. All spaces where temporary heat is required shall be maintained at a minimum of 50° F. during working hours and at a minimum of 40° F. during non-working hours, or as required for building construction or any trade requirements. Also, for a minimum of seven days prior to any interior finishing, (wood, painting, varnishing, resilient tile, acoustic ceilings, etc.), and until final acceptance by County or during partial occupancy by County, spaces shall be maintained according to design conditions on a 24-hour, 7 days basis.
- F. None of the permanent heating systems nor any of their component parts shall be available for temporary heat until the building is in the finishing stages, (finish painting, varnishing, paneling, wood, resilient tile, acoustic ceiling, etc.). The permanent heating system must be

completely installed as designed when used to supply temporary heat; this shall include permanent wiring connections to a permanent power source. The Contractor shall make its request, in writing, to the County to use the permanent heating systems. The County shall be the sole judge of building conditions and heating system conditions concerning the permission to use the permanent heating systems for supplying temporary heat.

- G. The Contractor shall be responsible for all phases of operation, maintenance, and items of like nature during the time the permanent system is used to furnish temporary heat. The Contractor shall assume all responsibility of coordination among other trades and subcontractors concerning the installation of their permanent systems for use for temporary heat and extension of the warmth. Warranties on the permanent system shall start at the time of substantial completion.
- H. At the termination of the use of the permanent systems as a temporary heating system, the systems shall be cleaned, equipped with new filters, equipped with new belts if required, etc., and any damage repaired or replaced at the expense of the Contractor.

ARTICLE 8. - TEMPORARY USE OF ELEVATORS

- A. Temporary Use – The Contractor may arrange for the temporary use of elevators by all trades and subcontractors, if required, during the construction period, to transport equipment and materials only during the finishing stages of the Project.
- B. Temporary Cars – The Contractor shall furnish the required cars with car switch, gate contact, and all necessary operating and safety devices, County and state tests and certificates.
- C. Temporary Cab Enclosures, Etc. – The Contractor shall provide the required cab enclosures, temporary hoist way entrances and hoist way doors, temporary protection of hoist way openings, protection of permanent hoist way entrances or other installed finished work, and such other items as are necessary to permit temporary operation in accordance with local, state and national codes. The Contractor shall provide all necessary maintenance of the elevators during the period of temporary operation. The Contractor shall restore elevators to their original perfect condition and furnish guarantee as specified. All costs in connection with operation of the temporary elevators shall be paid by the Contractor. The Contractor shall extend all guarantees and warranties for two (2) years from date of acceptance of the Project by the County.

ARTICLE 9. - TEMPORARY ENCLOSURES AND VENTILATION

- A. As required for individual Task Orders, the Contractor shall provide temporary enclosures for all exterior openings, as soon as the building structure is erected and otherwise made weather-tight, or whenever necessary to provide suitable working conditions within the building. The Contractor shall provide suitable means for ventilation of the building and to always permit the exit of water vapor from the building. The permanent door enclosures shall not be used as temporary enclosures, but temporary doors with proper hardware to make them self-closing shall be provided.

ARTICLE 10. - PROTECTIVE COVERINGS AND MEASURES

- A. Finished Surfaces – The Contractor shall protect all finished surfaces, including the jambs and soffits of all openings used as passageways or through which materials are handled, against any possible damage resulting from the conduct of work by all trades and subcontractors.
 - 1. The finished surfaces shall be clean and not marred upon delivery of the project to the

County. The Contractor shall, without extra compensation, replace, repair or refinish (as determined by the County) all such spaces where painted or finished surfaces prove to have been inadequately protected and are damaged.

- B. Materials Stored on Finished Surfaces – The Contractor shall provide tight, non-staining wood sheathing under any materials that are stored on finished surfaces and shall provide planking on finished surfaces before moving any materials over those finished areas.
- C. Roof and Waterproof Surfaces – Roof and waterproof surfaces shall not be subjected to traffic, nor shall they be used for storage of material. Where some activity must take place in order to carry out the Work, adequate protection, subject to approval by the County, shall be provided by the Contractor.
- D. Glass – All glass shall be protected and kept clean during the entire construction period by the Contractor. All damaged, etched, defaced or broken glass shall be replaced at the Contractor's expense.

ARTICLE 11. - TEMPORARY MATERIAL STORAGE

- A. The Contractor shall be responsible for and shall cooperate with other trades and subcontractors requiring storage at the site.
- B. All trades and subcontractors on all Projects shall be restricted to the "Contract Limit Lines" of the construction site and/or to any additional area as shown on the Site Plan for individual Task Orders. The Contractor shall verify locations with the County prior to storing any materials.
- C. All trades and subcontractors on all Projects shall confine equipment, storage of materials, and the operations of workmen to limits indicated on the drawings or by the County. Any area indicated on drawings or designated elsewhere by the County for storage of materials shall be returned to its original condition upon completion of the project at no cost to the County.
- D. Should additional area be required, it will be at the Contractor's expense; not on County property and no provisions can be made for acknowledging such stored materials for monthly payment on materials.

ARTICLE 12. - EXISTING UTILITIES

- A. Notification of Utility Companies – The Contractor, in accordance with local laws and ordinances, shall notify appropriate utilities, with copy to the County, not less than 48 hours in advance of any excavation or work in, around or on utility lines.
- B. Protection and Maintenance of Existing Utilities – Existing utilities that may be indicated are shown in their approximate locations from available information. The Contractor shall ascertain exact locations of utilities that may be affected by the work of all Contractors on the Project and shall be responsible for the protection and maintenance of such utilities, and shall be responsible for any damage or injury that may result from working on or near these utilities.
- C. Utilities Not Indicated – If existing utilities are encountered which are not indicated on the drawings, the Contractor shall protect such utilities and notify the County of their presence. If any such utilities not indicated on the drawings which are to remain in service are damaged by any of the trades and subcontractors, the Contractor shall take such action as reasonably required to minimize the damage and shall promptly restore the system to operating condition.

ARTICLE 13. - SUBSURFACE CONDITIONS

- A. Boring information, water levels, indications of surface and subsurface conditions and similar information given on the drawings or in the specifications are furnished only for the convenience of the Contractor, trades and subcontractors. Logs of available subsurface explorations, borings and drawings of existing site conditions may be examined by arrangement with the County. The County and its Consultants, if any, make no representation regarding the character and extent of the soil data or other surface or subsurface data and conditions to be encountered during the work and assume no responsibility and make no guarantee as to the accuracy or completeness of the information.
- B. The Contractor by careful examination, shall inform itself as to the nature and location of the Work, the conformation of the ground, subsoil and ground water conditions, the character, quality and quantity of the materials to be encountered, the character of equipment and the facilities needed preliminary to and during the prosecution of the Work, the general and local conditions and all other matters which can in any way affect the Work for any Project under this Contract. The Contractor shall make its own deductions of surface and subsurface conditions which may affect methods or cost of construction of the Work of its Contract and the Contractor agrees that it will make no claim for damages or other compensation, should he encounter conditions during the progress of the work different from those as calculated and/or anticipated by him.

ARTICLE 14. - TEMPORARY ACCESS TO SITE AND PARKING

- A. Existing Roadways, Temporary Roadways and Parking Areas
 - 1. Access to the Project site shall be identified on a Task Orders-by-Task Orders basis. Parking of cars should be restricted to the limits of the site or on streets where public parking is permitted. Parking of cars will not be permitted on other parking lots, drives or roads of academic or residential buildings.
 - 2. As required for individual Task Orders, the Contractor shall provide access to the building by temporary roads and walks in the area indicated by the County. The Contractor shall maintain the temporary roads and walks in continuous serviceable and clean condition throughout the course of the Project. The main roads must always remain open to vehicle and pedestrian traffic. Materials used for the temporary roads and walks shall be removed from the site, and the location of same shall revert to the schedule of construction in such a manner as may provide for completion of the work on schedule, unless same are a portion of the permanent construction and completed later.
 - 3. The Contractor shall keep adjacent County streets free from mud or debris deposited thereon as a result of operations for all Projects under this Contract. The Contractor shall maintain and restore such streets to their original condition.
 - 4. County will notify Contractor if there is no Project-related parking available near the Project Site. In that event, locating and payment for parking in areas generally available to the public will be the responsibility of the Contractor.

ARTICLE 15. - SITE DRAINAGE

- A. Contractor's Responsibility – As required for individual Task Orders, the Contractor shall take over the responsibility for site drainage upon entering the premises and shall maintain such drainage during the life of the Project in a manner approved by the County and so as not to adversely affect the construction, the building during various stages and the adjacent areas.

ARTICLE 16. - PUMPING

- A. Pumping – As required for individual Task Orders, the Contractor shall, during the progress of the Work of, provide and maintain all required pumps, suction and discharge lines, power, etc., in sufficient number, capacity, and configurations to keep all excavations, pits, trenches, footings, foundations, and the entire property area free from accumulation of water from any source whatsoever, and also keep the building dry and free of water, at all times and under any and all circumstances and contingencies that may arise.

ARTICLE 17. - ELECTRONIC CAD FILES & AS-BUILT FIELD DATA

- A. As required for individual Task Orders, the Contractor shall keep at the Project site a complete set of full size blue-line prints of the drawings, reproduced at Contractor's expense. During construction, these prints shall be marked to show all deviations in actual construction from the contract drawings. The color red shall be used to indicate all additions and green to indicate all deletions. The drawings shall show the following information but not be limited thereto:
1. The locations and description of any utility lines and other installations of any kind or description known to exist within the construction area. The location includes dimensions to permanent features.
 2. The location and dimension of any changes within the building or structure, and the accurate location and dimension of all underground utilities and facilities.
 3. Correct grade or alignment of roads, structures, and utilities if any changes were made from contract plans.
 4. Correct elevations if changes were made in site grading from the contract plans.
 5. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor including, but not limited to, fabrication erection, installation, and placing details, pipe sizes, insulation material, dimensions of equipment foundations, etc.
 6. The topography and grades of all drainage installed or affected as part of the project construction.
 7. All changes or modifications from the original design and from the final inspection.
 8. Where the drawings or specifications allow options, only the option actually used in the construction shall be shown on the as-built drawings. The option not used shall be deleted.
 9. These deviations shall be shown in the same general detail utilized in the contract drawings. Markings of the prints shall be pursued continuously during construction to keep them up to date. This information shall be always maintained in a current condition until the completion of the work. The resulting field-marked data shall be referred to and marked as "As-Built Field Data" and shall be used for no other purpose. They shall be made available for inspection by the County's representative whenever requested during construction and shall be jointly inspected for accuracy and completeness by the County or the County's representative, if any, and a responsible representative of the Contractor prior to submission of each monthly pay estimate. Failure to keep the As-Built Field Data (including Equipment-in-Place lists) shall be sufficient justification to withhold a retained percentage from the monthly pay estimate.

B. Submittal of the As-Built Field Data

1. The As-Built Field Data (one set of scanned tif files from each sheet of the original paper mark-up as-builts, *see below for tif file format info., 4 sets of hardcopy drawings from CAD as-builts, 1 set of CAD files and one set of pdf files created for each sheet of the CAD as-builts) shall be submitted to the County or the County's representative, if any, for review and Substantial Completion will not be granted until these items are received and approved by the County. CAD drawings are to be made complying with the current County's CAD standards (*AutoCAD drawing format 2000-2006 only*).** If review of the preliminary as-built drawings reveals errors and/or omissions, the drawings will be returned to the Contractor for corrections. The Contractor shall make all corrections and return the drawings to the County or the County representative, if any, within 10 calendar days of receipt.
2. As required for individual Task Orders, the Contractor shall work with to County or the County's representative, if any, regarding the project CADD drawings; either to utilize these CADD files to produce record drawings, or pay to County or the County's representative, if any, to produce the project As-Built CADD files. For County designed projects, coordinate with the County to determine if the County will produce the CADD as- built, and if so then what allowance will be given for this from the Contractor.

*Scanned tif files for each sheet of the original paper mark-up sets should be submitted in the following format:

400dpi TIFF / CCITT Group 4 format (black and white), each scanned tif file should be named the same as the drawing sheet number.

**The County has adopted the National CAD Standards. The Contractor may purchase a copy of the National CAD Standards from this web site:

<http://www.buildingsmartalliance.org/index.php/ncs> to learn more about it.

ARTICLE 18. - MAINTENANCE AND OPERATING INSTRUCTIONS

- A. Maintenance Instructions – The Contractor shall orient and instruct the maintenance personnel designated by the County in the operation of all equipment installed by the Contractor.
- B. Catalogs, Operating Instructions, Parts, etc. – As required for individual Task Orders, the Contractor shall furnish to the County three (3) complete sets of printed Maintenance and Operating Instructions and parts lists for all operating, general, mechanical, electrical, and control equipment and all other manufactured items installed by the Contractor. The operating instructions shall integrate each piece of equipment in any one system in to a numbered step by step sequence of operation. The parts listed shall consist of exploded views or parts listing, with all component parts numbered, for each piece of operating or expandable equipment. These operating instructions and parts lists must be furnished to the County prior to the time when the equipment is checked out and turned over to the County for operation or before the final payment on the Contract will be processed.

ARTICLE 19. - CONTRACTOR FURNISHED MATERIALS AND EQUIPMENT

- A. The Contractor, trades, and subcontractors, manufacturers and suppliers furnishing materials and equipment shall identify, ship, address, consign, etc., all such materials and equipment to the Contractor by giving the name of the Contractor, name of the Project, the street or post office address and the County and under no circumstances may shipments be directed to, or in care of The County. It shall be the sole responsibility of the Contractor, trades, and subcontractors to observe this requirement, and failure to do so shall in no way be construed

as a justifiable construction delay.

ARTICLE 20. - COUNTY FURNISHED MATERIALS AND EQUIPMENT

- A. County's Equipment – The Contractor or its trade and subcontractors shall permit the County to place and install equipment in accordance with a mutually-agreeable schedule before the completion of its work. The placing and installation of equipment shall not in any way be construed as evidence of the completion or acceptance of the work or any portion thereof.
- B. County Furnished Materials and Equipment – Such equipment or materials noted, indicated or scheduled to be furnished by the County and installed by the Contractor shall be carefully examined by the Contractor immediately after delivery to the site, and any and all conditions which would prohibit the proper installation or operation of this equipment shall be noted and the County informed thereof before acceptance of the materials or equipment for installation. The Contractor shall assume responsibility for such equipment and materials upon receipt thereof and shall pay for any damage occurring after delivery.

ARTICLE 21. - LABOR CONDITIONS

- A. The Contractor shall take all steps necessary to avoid any labor disputes or jurisdictional disputes and strikes or delays resulting therefrom.
- B. The Contractor shall install in the Work, and use in the prosecution of the Work, only such materials, equipment and appliances as are produced and installed or applied without involvement in labor jurisdictional disputes, infractions or interferences, and strikes or delays resulting therefrom.
- C. The Contractor shall take all necessary steps to ensure labor harmony on the Project and to perform work in accordance with federal, state and local labor regulations. No extra payment shall be due for doing work under this provision, or for delays or damages for failure to observe such requirements.

ARTICLE 22. - CONSTRUCTION LOADS ON BUILDING STRUCTURES

- A. The structure in or on which an individual Task Orders is undertaken is designed to support only the loads of the finished building. No provision is included for stresses or loads imposed by construction operations. It is the Contractor's responsibility to determine whether the loads required for completion of the Work can be supported by the existing structure or if additional supports are required. It is the Contractor's responsibility to submit drawings and calculations prepared by and bearing the seal of a Professional Engineer of the proposed method for supporting such loads for the County's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the building structure prior to County's approval of submitted drawings and calculations.

ARTICLE 23. - AFFIRMATIVE ACTION REQUIREMENTS - EQUAL EMPLOYMENT OPPORTUNITY

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, marital status, age,

sexual orientation, veteran status or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the Federal Government setting forth the requirements of these non-discrimination provisions.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on the behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, marital status, age, sexual orientation, veteran status or disability.
 3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order #11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order #11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order #11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by an appropriate agency of the Federal Government and by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 6. In the event of the Contractor's non-compliance with the Equal Opportunity conditions of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures, authorized in Executive Order #11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- B. The Contractor will include verbatim all of paragraphs 1 through 6 inclusive of this Article in every subcontractor purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order # 11246 of September 24, 1965, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or vendor as the appropriate agency of the Federal Government may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the appropriate agency of the Federal Government, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- C. Exempted from the above Equal Employment Opportunity conditions are construction contracts and subcontracts not exceeding \$10,000, suppliers, contracts, and material and equipment contracts not exceeding \$10,000 for standard commercial supplies or raw materials, and contracts and subcontracts under which work is performed outside of the United States where no recruitment of workers within the United States is involved.

ARTICLE 24. – STORM WATER WASTE DISPOSAL

- A. The Contractor is obligated under the Agreement to perform all work in compliance with applicable federal and state laws and regulations. This obligation expressly includes but is not limited to the following:
1. The Contractor shall be responsible for the management of storm water run-off from the worksite.
 2. The Contractor shall be responsible for disposal, recycling or reclamation of all solid or hazardous waste generated by its performance of the Work. The Contractor shall comply with all applicable state and federal regulations in handling, storing, transporting and disposing of solid or hazardous waste.
 3. The Contractor acknowledges its recognition and understanding that “clean fill” is to consist only of uncontaminated rocks, brick, concrete, road demolition waste materials or dirt, and expressly does not include painted material and treated wood. Contractor shall dispose of any waste that contains painted materials and treated wood as solid waste.
 4. Prior to the removal from the site of any solid waste or clean fill, the Contractor shall inform the County’s Representative of the intended disposal site for the material. The County has the right, but not the responsibility to reject a site as suitable for the disposal of the material and the Contractor shall bear any cost or expense associated with identifying an appropriate alternative disposal site.
 5. The Contractor shall provide the County’s Representative with a copy of all transport and material acceptance documents related to the disposal of solid waste or clean fill, such as tare weights and bills of lading, upon receipt by the Contractor.
 6. Within 10 days of shipment off-site of any hazardous waste, the Contractor shall provide the County’s Representative with a copy of all hazardous waste manifests. The Contractor shall provide County’s Representative with a copy of the manifest signed by the TSD (Treatment Storage and Disposal) company within 10 days of receipt by the Contractor.
 7. Contractor shall pay County for any costs County incurs based on Contractor’s non-compliance with this Section, including but not limited to repair or remediation costs, fines or penalties imposed on County by any regulating authority, and any fees or costs paid to attorneys or consultants arising out of a prohibited storm water discharge or improper disposal of solid or hazardous waste.

ARTICLE 25. - UNLAWFUL HARASSMENT

- A. The Contractor will not engage in, or tolerate by its employees, subcontractors or agents, any unlawful harassment, including sexual harassment as defined in this section. Harassment on

- the basis of race, color, religion, sex or national origin is a violation of Section 703 of Title VII of the Civil Rights Act of 1964.
- B. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:
1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
 2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
 3. Such conduct has the effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or offensive working or learning environment.
- C. The Contractor will ensure dissemination of this harassment policy to its employees and age.

EXHIBIT C

A. CURRENT PREVAILING RATES

The rate schedules linked to on this page contain the prevailing wage rates required to be paid for work performed on or after **(Month, Day, Year)**, on public works projects in each County. Pursuant to 820 ILCS 130/4, public bodies in each County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect.

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

EXHIBIT D

CERTIFICATE OF INSURANCE							DATE (MM/DD/YY)	
PRODUCER XYZ Insurance Company			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
INSURED ABC Company			INSURERS AFFORDING COVERAGE				NAIC#	
			INSURER A	DEF Insurance Company				
			INSURER B	GHI Insurance Company				
			INSURER C	JKL Insurance Company				
			INSURER D					
INSURER E								
COVERAGES								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	ADD'L INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	X	GENERAL LIABILITY	A 1234	1/1/2010	1/1/2019	GENERAL AGGREGATE	\$2,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$2,000,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$2,000,000	
		<input type="checkbox"/> COUNTY'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$2,000,000	
		<input type="checkbox"/>				DAMAGE TO RENTED PREMISES(ea occurrence)	\$ 50,000	
		<input type="checkbox"/>				MED. EXPENSE (Any one person)	\$ 5,000	
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY	A 1234	1/1/2010	1/1/2019	COMBINED SINGLE LIMIT (EA accident)	\$2,000,000	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$	
		<input type="checkbox"/> HIRED AUTOS				<input type="checkbox"/> NON-OWNED AUTOS		
<input type="checkbox"/> GARAGE LIABILITY	<input type="checkbox"/>							
	<input type="checkbox"/>	EXCESS LIABILITY				EACH OCCURRENCE	\$	
		<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$	
		<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
B	<input checked="" type="checkbox"/>	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY Y/N	B 3456	1/1/2010	1/1/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		
		Any Proprietor/Partner/Executive Officer/Member excluded? <input type="checkbox"/>				EACH ACCIDENT	\$2,000,000	
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS <input type="checkbox"/>				DISEASE-POLICY LIMIT	\$2,000,000	
		<input type="checkbox"/>				DISEASE-EACH EMPLOYEE	\$2,000,000	
OTHER		In accordance with the provisions of the laws of the State of Illinois – See General Terms & Conditions						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS								
Include: Bid Number and Name:								
1. The Commercial General Liability and Automobile Liability policies contain, or are endorsed to contain The County, its officers, officials, employees and volunteers as insureds.								
2. The Commercial General Liability and Automobile Liability Insurance will be primary insurance and not contribute with the County's insurance or self insurance.								
3. The Worker's Compensation insurer waives all rights of subrogation against the County of Will for injuries to employees of the insured resulting from work for the County of Will or use of the County's premises or facilities.								
CERTIFICATE HOLDER				CANCELLATION				
County of Will 302 N. Chicago St. Joliet, IL 60432				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES				
				*EXCEPT 15 DAYS FOR NON-PAYMENT				
				AUTHORIZED REPRESENTATIVE				

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A Statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.