



**PPROPOSAL FOR
THE COOPERATIVE COUNCIL OF GOVERNMENTS
ON BEHALF OF EQUALIS GROUP**

FOR

JOB ORDER CONTRACTING SERVICES

IFB # COG – 2131

DATED: APRIL 7, 2022



April 7th, 2022

The Cooperative Council of Governments on behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Re: Job Order Contracting Services in the State of Illinois

Dear Selection Committee:

We would like to thank you for the opportunity to submit a bid for our Job Order Contracting Services in the State of Illinois. We believe our breadth of experience working in the public sector as a Construction Manager is critical piece in formulating a successful partnership with the Equalis Group.

We also acknowledge receipt of addendum #1, dated April 6th. We have included the original bid form #2, but had already made the modification with multiplying line 9 x .10.

We thank you again for our consideration and look forward to partnering with the Equalis Group. Please do not hesitate to contact me with any questions and feel free to call me at 309-264-5503.

Respectfully,

Midwest Construction Professionals, Inc.

A handwritten signature in black ink that reads 'Chris Tyra'. The signature is fluid and cursive, with the first name 'Chris' being more prominent than the last name 'Tyra'.

Chris Tyra

Director of Pre-Construction Services & Business Development

cc: File

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TAB 1

BID PRICING

- BID FORM 1
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BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC2-A /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

5. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

6. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC2-A /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC2-B /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

7. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

7.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

8. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

8.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

9. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

9.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

10. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

10.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

11. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

11.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

12. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC2-B /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC2-C /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

13. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

13.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

14. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

14.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

15. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

15.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

16. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

16.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

17. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

17.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

18. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC2-C /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC2-D /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

19. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

19.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

20. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

20.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

21. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

21.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

22. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

22.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

23. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

23.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

24. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC2-D /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC2-E /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

25. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

25.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

26. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

26.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

27. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

27.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

28. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

28.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

29. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

29.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

30. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

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Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC2-E /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC3-A /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #3

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

31. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

31.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

32. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

32.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

33. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

33.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

34. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

34.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

35. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

35.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

36. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC3-A /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC3-B /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

37. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

37.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

38. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

38.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

39. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

39.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

40. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

40.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

41. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

41.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

42. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC3-B /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC3-C /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

43. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

43.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

44. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

44.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

45. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

45.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

46. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

46.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

47. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

47.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

48. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC3-C /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC3-D /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

49. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

49.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

50. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

50.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

51. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

51.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

52. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

52.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

53. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

53.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

54. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC3-D /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2131-GC3-E /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHIC AREA: Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

55. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

55.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

56. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

56.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

57. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

57.A Adjustment Factor With
Administrative Fees:

1	.	2	6	2	4
---	---	---	---	---	---

(Specify to four decimal places)

58. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

58.A Adjustment Factor With
Administrative Fees:

1	.	3	0	2	4
---	---	---	---	---	---

(Specify to four decimal places)

59. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

59.A Adjustment Factor With
Administrative Fees:

1	.	2	4	7	4
---	---	---	---	---	---

60. Combined Adjustment Factor: (From Line 11 Bid Form 2)

1	.	2	6	8	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2131-GC3-E /General Construction

CONTRACTOR NAME: Midwest Construction Prof., Inc.

GEOGRAPHICAL REGION: Region #2

The following formula has been developed for the sole purpose of evaluating bids and awarding.

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.2624</u>
Line 2.	Multiply Line 1 by .60	<u>.7574</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.3024</u>
Line 4.	Multiply Line 3 by .10	<u>.1302</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2624</u>
Line 6.	Multiply Line 5 by .10	<u>.1262</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.3024</u>
Line 8.	Multiply Line 7 by .10	<u>.1302</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2474</u>
Line 10.	Multiply Line 5 by .10	<u>.1247</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.2687</u>

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Bid Form 1.

Instructions To Bidder: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Bidder: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Bidder.

When submitting Price Proposals related to specific Purchase Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, 5, 7, and 9 as applicable, on the Bid Form 2 above.

TAB 2



PERFORMANCE CAPABILITY, QUALIFICATIONS, and EXPERIENCE

➤ BID FORM 3 THRU 7



BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

1. Provide your company's official registered name/legal name?

Midwest Construction Professionals, Inc.

2. Provide your companies Federal Tax ID # or Social Security #:

81-5395585

3. Provide your corporate address, and if different provide your bidder remittance address:

Corporate Address: 520 E. Highland St.
Morton, IL 61550

Remittance Address: 520 E. Highland St.
Morton, IL 61550

4. Provide information below on your company's representative/contact person authorized to answer questions regarding your submitted bid response:

Name: Mr. Chris Tyra

Title: Director of Pre-Construction Services & Business Development

Office Phone #: 309-291-0913

Cell Phone #: 309-264-5503

Email: chris@midconpro.com

5. Provide information on your company's representative/contact person authorized to address contractual issues, including the authority to execute a contract and to whom legal notices regarding contract termination or breach should be sent:

Name: Mr. Chris Tyra

Title: Director of Pre-Construction Services & Business Development

Office Phone #: 309-291-0913

Cell Phone #: 309-264-5503

Email: chris@midconpro.com

6. Please provide a brief history of your company, including the year it was established:

In July of 2012, Chris Tyra joined Midwest Foundation Corporation, a large Marine Contractor located in Tremont, Illinois. Chris successfully created a building construction division within Midwest Foundation Corporation. In June of 2014, Chris Tyra, Tim Braker, and Brad Braker acquired the building construction division of Midwest Foundation Corporation and created Midwest Construction Professionals. Tim Braker and Brad Braker are co-owners of JJ Braker & Sons, which is a large masonry contractor from Morton, IL., which was established in 1965.

Including their time at Midwest Foundation Corporation, Midwest Construction Professionals has been providing Construction services for over nine (9) years. MCP's niche has been providing Construction Management services in the Public Sector since their inception.

Since 2014, MCP has provided Construction Management services on over forty-five (45) K-12 projects worth over \$225 million dollars and totaling over 1.2 million square feet. In addition, MCP provided Master Planning to seven (7) different K-12 school districts totaling over \$227 million worth of potential projects and various scenarios at each school district. Outside of the Public sector since 2014, MCP has completed more than thirty (30) commercial and retail projects totaling over \$30 million.

MCP's Leadership Team consists of Chris Tyra (Director of Pre-Construction Services and Business Development), Tim Braker (Director of Project Management), and Brad Braker (Director of Safety). MCP's staff includes two (2) project managers, five (5) superintendents, two (2) administrative assistants, and one (1) bookkeeper.

MCP is a non-signatory company and does not self-perform any work. Our work area extends throughout central Illinois and approximately a 120 mile radius outside of Morton, IL.



7. What was your annual construction volume over last three (3) years?
2021: \$17,095,405
2020: \$13,732,312
2019: \$20,851,873
8. What are your overall public sector sales, excluding Federal Government, for last three (3) years?
\$50,556,160.00
9. What is your strategy to increase market share in the public sector?
Our strategy to increase our market share within the public sector will be to target projects at both colleges and universities throughout central Illinois. We will also identify certain projects within the governmental agencies across central Illinois and develop relationships with these different governmental agencies. In addition, we will look to pro-actively engage K-12 districts across the state of Illinois in an effort to cultivate a relationship and strengthen our resume of work within the K-12 market.
10. What differentiates your company from competitors in the public sector?

A few key differentiators for MCP from our competition within the public sector include the following:

- a. **Our size.** At MCP, the size of our staff is much smaller than any of our competitors. By having a smaller staff, we are able to be selective and strategic on which projects go after. This also allows us to be more nimble with our services and offers our clients more flexibility. Due to our size, we also have a much lower overhead, which allows us to be extremely competitive when it comes to providing our Construction Management fees along with our direct costs for Project Management and Supervision.
- b. **No Self-Performing of Work.** At MCP, we do not self-perform any work. This allows us to maintain healthy working relationships with all of the various trades in the construction industry. As most professionals within the construction industry can attest to, often times General Contracting inherently brings about adversarial relationships with not only the owner and design team, but also with the various trade subcontractors. By being a true construction manager, we have been able to maintain very positive relationships with nearly all of the subcontractors that we have ever worked with. This allows us to maximize the amount of subcontractor's bidding on our projects, increasing the competitive bidding environment, and lowering the overall project costs.
- c. **Non-signatory.** At MCP, since we are not signatory with the Union Building Trades, we are also able to work with non-union contractors on public projects.

The only stipulation is that, like all contractors, the non-union contractors must pay prevailing wages and submit monthly certified payroll documentation. We are still able to maintain a good working relationship with the Union Building Trades across central Illinois.

- d. **Experience.** *At MCP, our public sector experience is unmatched by our competition relative to our company size. Since 2014 we provided Construction Management services on over forty-seven (47) public projects totaling over \$230 million dollars.*

(See the next six pages specifically identifying our K-12 experience.)

K-12 Education



Providing Construction Services from Conception through Completion

MCP
MIDWEST
CONSTRUCTION PROFESSIONALS



WE KNOW K-12 CONSTRUCTION...

Our local schools are one of our most important assets, serving students, teachers, staff and communities today and for years to come. Every K-12 construction project is unique and potentially complex. Requiring the coordination of architects, engineers, consultants and contractors, the ability to work with school boards and superintendents, and the need to stay on budget and on time. For your project to be a success, you need an experienced partner to get the job done.

MCP has decades of experience in K-12 school projects, including master planning, referendum assistance, new construction, renovations, and building additions. We understand the nuances of working with stakeholders and board members with diverse backgrounds and expectations, and often need guidance in navigating the intricacies of a

school construction project. At MCP, our construction management services are tailored to specific project or program needs, and our comprehensive project controls are integrated into the process to best manage the critical components of time, costs, scope, quality, and safety.

Our track record of working with local subcontractors demonstrates our commitment to supporting the communities and taxpayers of the school districts, regardless of our proximity to the project location.

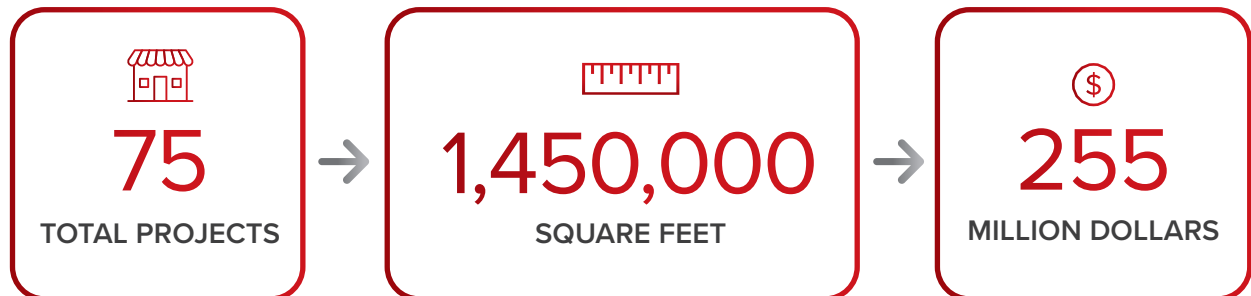
You can be confident in us as your advocate to guide you through your K-12 education project, whether large or small. Our many repeat clients speak volumes about the success of our projects.



...INSIDE AND OUT

MCP enjoys a well-earned reputation as a trusted leader in providing construction management services throughout central Illinois. We have a vast portfolio of projects in K-12 education, commercial, retail, industrial and health care facilities. MCP's niche is providing construction management services in the K-12 market.

Since it was established in 2014, MCP has completed over 42 K-12 facilities worth over to \$222.4 million dollars. Centrally headquartered in Morton, IL, it serves clients throughout Illinois and beyond, working with local subcontractors with an established presence in their communities.



TOTAL K-12 EDUCATION, COMMERCIAL, RETAIL, INDUSTRIAL AND HEALTH CARE PROJECTS



Since it was established in 2014, MCP has provided Construction Management Services on over 42 K-12 projects consisting of 1.2 million square feet, worth over 222.4 million dollars.

SCHOOL BUILDING: MCP K-12 HIGHLIGHTS



MASTER PLANNING AND FACILITY STUDIES

NUMBER OF CLIENTS **7** | PROJECT VALUES **\$225**MIL



NEW CONSTRUCTION PROJECTS

NUMBER OF PROJECTS **4** | PROJECT VALUES **\$65**MIL | SQUARE FOOTAGE **260,000**



BUILDING ADDITIONS AND RENOVATIONS

NUMBER OF PROJECTS **21** | PROJECT VALUES **\$143**MIL | SQUARE FOOTAGE **700,000**



HVAC & ELECTRICAL UPGRADE PROJECTS

NUMBER OF PROJECTS **5** | PROJECT VALUES **\$6**MIL | SQUARE FOOTAGE **194,000**



INDOOR & OUTDOOR ATHLETIC FACILITIES

NUMBER OF PROJECTS **5** | PROJECT VALUES **\$5**MIL

Includes Tennis Complex, Softball & Baseball Facility Upgrades, a New 8-Lane Track, & a 16,000 sq. ft. Indoor Athletic Facility



OTHER HIGHLIGHTS

- MCP has provided construction services for **14** school districts.
- MCP has partnered with **10** of those districts for a second project.

When you bring MCP into the your project, you are investing in a positive outcome in terms of time, cost, quality and safety. Beginning with the critical pre-construction phase, MCP will collaborate with your staff along with the team of architects and engineers to provide the most effective building solutions.

MCP is an effective intermediary, adding an experienced construction expert to your team. We act as your advocate through the various phases of your project—planning, site selection, design, procurement, and construction—as we oversee and navigate the complexities of school design and construction. We customize our services to meet your needs with cost effectiveness and expertise.

DAVID MAUSER, *Superintendent, Tri-Valley CSUD #3*

"Chris has a deep understanding of school districts, communities, and working specifically with school projects. We immediately reaped the benefits of his expertise and work ethic."

SEAN O'LAUGHLIN, *Superintendent, Metamora Township High School, #122.*

"We could not be more pleased with the partnership we have formed with MCP. I would highly recommend Chris Tyra and the entire MCP team to any school district."

ZACHARY CHATTERTON, *Superintendent Farmington Central CSUD #265*

"Mr. Tyra has a deep and vested interest in public education. He understands the plethora of variables every community faces when it comes to school construction projects. He and his team are solution-oriented and welcome the uniqueness of every project."

ROBERT BARDWELL, *Superintendent, Eureka CUSD #140*

"I found MCP to be professional, flexible, and a willing advocate for our district. They also understand the financial climate of K-12 public education and they worked to help us use our financial resources wisely. I highly recommend MCP."

JASON WARNER, *Associate Superintendent of East Peoria District #86*

"Chris Tyra and the entire MCP team are dedicated to ensuring that the project is completed within timelines and the budget. Mr. Tyra has a solid understanding of the needs of school buildings and works well in collaboration with the Board of Education and Administration."

DON KING, MICHLIG HOLDINGS INC., *Bureau Valley School Board President*

"MCP's ability to bring good construction companies to the bidding table was key, from both quality of work and cost of the project. They did a tremendous job hitting both the timeline and the budget. Their staff is very knowledgeable and very customer service-driven, which are the qualities every owner of a project is looking to hire."

STEPHANIE POIGNANT *Midland School Board Member, Midland CUSD #7*

"MCP and Chris Tyra delivered upon their promise to complete the school in time for the opening date. Through the talents of the laborers they employ and the business acumen of managers and staff, they have erected a beautiful, 21st century school for our students and community of taxpayers. I highly recommend Chris Tyra and MCP for any construction needs."

11. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?

☐ Yes

☒ No

a. *If the answer is yes, do you plan to offer your program or partnership through Equalis Group?*

☐ Yes

☐ No

12. Provide your safety record, safety rating, EMR and worker's compensation rate where available.

<u>Code</u>	<u>Description</u>	<u>Rate</u>	<u>Net Rate</u>
5606	Project Manager	1.89	1.593
8742	Salespersons	0.29	0.244
8810	Clerical	0.11	0.000

See next pages for MCP's Workers Compensation Experience Rating.



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MIDWEST CONSTRUCTION PROFESSIONALS LLC

Risk ID: 121807416

Rating Effective Date: 09/24/2021

Production Date: 04/12/2021

State: ILLINOIS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
IL	.05	6,103	7,674	1,571	0	42,875	0	0
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.05		6,103	7,674	1,571	0	42,875	0	0

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
	(I)		C * (1 - A) + G		(A) * (F)		(J)			
Actual	0		48,673		0		48,673			
	(E)		C * (1 - A) + G		(A) * (C)		(K)			
Expected	1,571		48,673		305		50,549			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors	1.00								(J) / (K)	
									.96	

REVISED RATING

REVISED RATING TO INCLUDE UPDATED DATA FOR: IL, POL. #: WC00002882, EFF.: 09/24/2019

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: MIDWEST CONSTRUCTION PROFESSIONALS LLC

Risk ID: 121807416

Rating Effective Date: 09/24/2021

Production Date: 04/12/2021

State: ILLINOIS

12-ILLINOIS

Firm ID:

Firm Name: MIDWEST CONSTRUCTION PROFESSIONALS LLC

Carrier: 24570

Policy No. WC00002882

Eff Date: 09/24/2017

Exp Date: 09/24/2018

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.80	.20	294,155	2,353	471					
8810	.07	.32	82,745	58	19					
9807	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:			376,900	Subject Premium:	8,015	Total Act Inc Losses:			0	

12-ILLINOIS

Firm ID:

Firm Name: MIDWEST CONSTRUCTION PROFESSIONALS LLC

Carrier: 24570

Policy No. WC00002882

Eff Date: 09/24/2018

Exp Date: 09/24/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.80	.20	250,690	2,006	401					
8742	.15	.23	188,767	283	65					
8810	.07	.32	71,091	50	16					
9807	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:			510,548	Subject Premium:	6,959	Total Act Inc Losses:			0	

12-ILLINOIS

Firm ID:

Firm Name: MIDWEST CONSTRUCTION PROFESSIONALS LLC

Carrier: 24570

Policy No. WC00002882

Eff Date: 09/24/2019

Exp Date: 09/24/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5606	.80	.20	350,812	2,806	561					
8810	.07	.32	168,764	118	38					
9812	EMPLOYERS LIABILIT			0	0					
9848	MINIMUM PREMIUM FO			0	0					
Policy Total:			519,576	Subject Premium:	9,033	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE ☐ Yes ☒ No
List certifying agency: _____
- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE ☐ Yes ☒ No
List certifying agency: _____
- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE ☐ Yes ☒ No
List certifying agency: _____
- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB ☐ Yes ☒ No
List certifying agency: _____
- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone ☐ Yes ☒ No
List certifying agency: _____
- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes ☒ No
List certifying agency: _____

BID FORM 5: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

(Insert bonding company statement here)

See next pages for MCP's bonding capacity letter.

3/25/2022

The Cooperative Council of Governments On Behalf of Equalis Group
6001 Cochran Road, Suite 333
Cleveland, OH 44139

RE: Midwest Construction Professionals, Inc.

To Whom it May Concern:

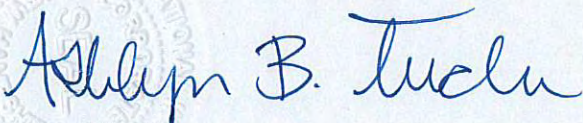
Midwest Construction Professionals, Inc. has been a highly regarded client of Washington International Insurance Company for contractor bonding. The company enjoys an excellent reputation and record of successful contract performance. We are currently in a position to consider bonded projects for a single job up to \$20,000,000 with an aggregate program of \$25,000,000.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued as bonding reference requested from us by our client. This is not a commitment to any party to write any bond. Any specific commitment to bond would be predicated upon the company continuing to comply with all basic surety underwriting standards and a satisfactory review of contract terms, conditions and financing at the time of the bid/award.

We are pleased to recommend this fine contracting firm to you.

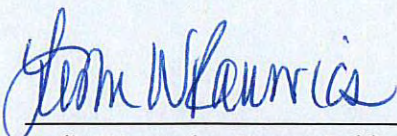
Sincerely,

Washington International Insurance Company



Ashlyn B Tucker
Attorney-in-Fact

Subscribed and sworn to before me this 25th day of March 2022



Leslie Wranovics, Notary Public



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

KEVIN J. BREHENY, RANDY S. CANNADY, TIM R. PATTON, DANIEL A. MARTINI, BLAKE E. ALLISON,

RANDY S. TAYLOR, JAMES D. MORGASON, ASHLYN B. TUCKER, AMBER N. ROBERTS, and JOHN R. ELLIS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

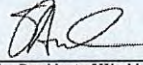
TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

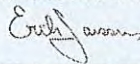
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



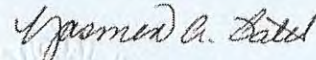
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 5TH day of JANUARY, 20 22.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 5TH day of JANUARY, 20 22, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

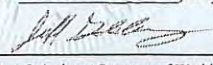




Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of March, 20 22.


Jeffrey Goldberg, Senior Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

BID FORM 6: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Mr. Chris Tyra
Title: Director of Pre-Construction Services & Business Development
Company: Midwest Construction Professionals, Inc.
Address: 520 E. Highland St.
City: Morton State: Illinois Zip: 61550
Phone: 309-291-0913 Fax: N/A
Email: chris@midconpro.com

Account Manager / Sales Lead

Contact Person: Mr. Chris Tyra
Title: Director of Pre-Construction Services & Business Development
Company: Midwest Construction Professionals, Inc.
Address: 520 E. Highland St.
City: Morton State: Illinois Zip: 61550
Phone: 309-291-0913 Fax: N/A
Email: chris@midconpro.com

Contract Management (if different than the Sales Lead)

Contact Person: Mr. Jeff Pflederer
Title: Project Manager
Company: Midwest Construction Professionals, Inc.
Address: 520 E. Highland St.
City: Morton State: Illinois Zip: 61550
Phone: 309-291-0913 Fax: N/A
Email: Jeffpflederer@midconpro.com



Billing & Reporting/Accounts Payable

Contact Person: Mrs. Kristy Williams

Title: Administrative Assistant

Company: Midwest Construction Professionals, Inc.

Address: 520 E. Highland St.

City: Morton State: Illinois Zip: 61550

Phone: 309-291-0913 Fax: N/A

Email: Kristywilliams@midconpro.com

Marketing

Contact Person: Mr. Chris Tyra

Title: Director of Pre-Construction Services & Business Development

Company: Midwest Construction Professionals, Inc.

Address: 520 E. Highland St.

City: Morton State: Illinois Zip: 61550

Phone: 309-291-0913 Fax: N/A

Email: chris@midconpro.com

See resumes on the next pages.



CHRISTYRA

Owner

Director of Pre-Construction & Business Development

"Chris brings his experience and credentials as a Construction Manager, and his knowledge and performance already benefited us to the extent that I believe his services have already saved us more than Midwest's services have cost the district."

–Stephen M. Wilder Knoxville CUSD #202 Superintendent

PROFILE

Chris has been in the construction business for 21 years. He started as an intern in 1996 and was hired on at CMPI after graduation. He worked as an assistant project manager for a couple years. In 2001 he joined Pete Mangieri at MCI as a Senior Project Manager. He was responsible for project management from the pre-construction phase through post construction. Chris provided construction management services on the largest and most complex projects, including thirteen K-12 school, projects totaling more than \$110 million. In July of 2012, Chris joined Midwest Foundation Corp. and developed a building construction division which has since been bought out by Chris Tyra, Tim Braker, and Brad Braker. With this purchase they created a new entity called Midwest Construction Professionals. Chris is the operating partner, and MCP currently leads a team of five.

WORK EXPERIENCE

Owner- Director of Pre-Construction Business Development
Midwest Construction Professionals / 2014 – Present

Director of Construction
Midwest Companies (Now MPC) / 2012 – 2014

Senior Project Manager
Mangieri Companies, Inc. / 2001 – 2012

Project Manager
Design Build Associates / 2000 - 2001

Assistant Project Manager
Construction Management Prof. Inc. / 1998 - 2000

EDUCATION/CERTIFICATIONS

Illinois State University
B.S. Construction Management 1997

PSMJ Project Managers Bootcamp 2003

OSHA 30 Hour

CCM Designation from the CMAA 2009

CCM Re-Certification 2012

PROJECTS

Bureau Valley High School \$12 million

Tri Valley High School \$15 million

Metamora High School CTE Building \$4 million

South Side \$12 million

Edison \$25 million

International Prep \$24 million

Midland CUSD \$9.8 million

Pekin High Bldg A, E and Softball \$5.2 million

Fieldcrest CUSD #6 \$26 million

New Knoxville High School \$31.6 million

East Peoria Central Addition \$17.4 million

New Hickory Grove Elementary \$21.5 million

New Brimfield High School \$16.8 million

New Dunlap Valley Middle School \$15.5 million

New Clinton Jr. High \$11.9 million

Dunlap HS Addition & Renovation \$15.4 million

East Peoria Central Addition & Renovation \$11.1 million

Princeton HS Addition & Renovation \$7.2 million

Peoria Notre Dame Addition & Renovation \$1 million

Dunlap Schools Athletic Facilities Upgrades \$5.5 million



JEFF PFLEDERER

Project Manager



PROFILE

Jeff joined the MCP team in 2016. He previously worked as an estimator for Tim Braker and Brad Braker, partners of MCP at J.J. Braker and Sons. A few of the tasks he was responsible for included the completion and submission of estimates, shop drawings, and RFI's. His experience with quantity take offs is an asset to MCP when it comes to firming up bids and working to make sure we are getting the Owner the best price for their project. He also worked for Sauder Well Drilling and completed scheduling, estimates, ordered materials and worked with the health department on scheduling new wells and sealing existing wells. He completed inspections and implemented service contracts for existing customers. His well-rounded background is very beneficial to MCP and their valued partners.

WORK EXPERIENCE

Project Manager

Midwest Construction Professionals / 2016 – Present

Estimator/Project Manager

Sauder Well Drilling / 2014 – 2016

Estimator

J.J. Braker & Sons, Inc. / 2007 – 2014

Project Manager

Villageside Builders, Inc. / 2005 - 2007

EDUCATION/CERTIFICATIONS

Illinois State University

B.S. Construction Management

OSHA 30 Hour

PROJECTS

Fieldcrest H.S. Phase 1 / \$8.2 million

Fieldcrest M.S. Phase 1 / \$6.1 million

Tri Valley High School / \$16.5 million

Shute Elementary School / \$6.7 million

Shields Car Dealership / \$5.3 million

Lin Luong Caribbean Tan / \$400,000

Potbelly's / \$280,000

Washington H.S. Athletic Fields / \$130,000

Sam Leman Toyota - Bloomington / \$7.4 million

Metamora Township Building / \$2.2 million

UIUC Student Dining facility (Masonry) / \$2.2 million

George Evans Junior High (Masonry) / \$3.1 million

Knoxville High School (Masonry) / \$2.8 million

UIUC Electrical Engineering Facility (Masonry) / \$4.1 million



KRISTYWILLAMS

Administrative Assistant

PROFILE

Kristy joined the MCP team in 2020. She previously worked at Tremont Community School District #702. She worked as an Administrative Assistant to the Superintendent and performed various other positions at Tremont. She has had experience in a range of different business and organizational settings. She is knowledgeable about security, service and clerical requirements. Her background is very beneficial to Midwest Construction Professionals.

WORK EXPERIENCE

Administrative Assistant

Midwest Construction Professionals / 2020 – Present

Paraprofessionals

Tremont CUSD #702 / 2018 – 2020

Administrative Assistant

Tremont CUSD #702 / 2017 – 2018

EDUCATION/CERTIFICATIONS

Illinois Central College

Attended for General Studies

Olivet Nazarene University

Attended for 1 Year

Tremont High School

High School Diploma

BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

Reference #1

- a) Entity Name: Fieldcrest Community Unit School District #6
- b) Contact Name and Title: Dr. Kari Rockwell, District Superintendent
 - a. Email: Kari Rockwell: krockwell@unit6.org
- c) City and State: Minonk, IL
- d) Phone Number: 309-432-2177
- e) Years Served: June of 2020 thru Present (23 months)
- f) Description of Services: MCP provided Construction Management Services
 - a. Project Description – 3 Phased Project at two different schools
 - i. Fieldcrest High School (Located in Minonk, IL)
 - 1. Phase 1 – Building Additions and Renovations
 - a. Project Cost: \$8,200,000. (Completed in 2021)
 - 2. Phase 2 – Building Additions and Renovations
 - a. Project Cost: \$5,580,000. (Started in March, 2022)
 - 3. Phase 3 – Building Renovations
 - a. Project Budget: \$4,290,000. (Planned to start in March, 2023)
 - ii. Fieldcrest Middle School (Located in Wenona, IL)
 - 1. Phase 1 – Building Renovations
 - a. Project Cost: \$6,060,000. (Completed in 2021)
 - 2. Phase 2 – Building Additions and Renovations
 - a. Project Cost: \$8,775,000. (Started in March, 2022)
- g) Total Project Costs: \$32,900,000.

Reference #2

- a) Entity Name: East Peoria District #86
- b) Contact Name and Title: Mr. Tony Ingold, District Superintendent
 - a. Email: Tony Ingold: tony@epd86.org

- c) City and State: East Peoria, IL
- d) Phone Number: 309-427-5100
- e) Years Served: December 2019 thru August 2021 (21 months)
- f) Description of Services: MCP provided Construction Management Services
 - a. Project Description: This project was approximately a 7,500 sf building addition and a 34,000 SF renovation at the Don D. Shute Elementary School located in East Peoria, IL. This project also included site improvements, consisting of site pavement, sidewalks, and site utilities. The building addition included a new cafeteria, kitchen, and three (3) classrooms.
- g) Total Project Costs: \$6,680,000. (Completed in 2021)

Reference #3

- a) Entity Name: Metamora Township High School
- b) Contact Name and Title: Mr. Sean O'Laughlin, Superintendent
 - a. Email: Sean O'Laughlin: solaughl@mths.us
- c) City and State: Metamora, IL
- d) Phone Number: 309-367-4151
- e) Years Served: October 2018 thru March 2020 (18 months)
- f) Description of Services: MCP provided Construction Management Services
 - a. Project Description – The project was a new 16,000 sf building addition for the Career and Technical Education (CTE) department. This included four (4) classroom and separate lab spaces for their Agriculture, Auto Mechanics, Metals, and Woods departments. The project also included site improvements consisting of a new parking lot and site utilities.
 - b. This was our 3rd project with MTHS since 2018, and we are currently under contract as their CM on a \$3.2 million dollar HVAC renovation project scheduled to occur in the summer of 2022, which will be our 5th project with the school district since 2018.
- g) Total Project Costs: \$4,000,000. (Completed in 2020)

Reference #4

- a) Entity Name: Schuyler-Industry Community School District #5
- b) Contact Name and Title: Mr. Beau Fretueg, District Superintendent
 - a. Email: Beau Fretueg: bfretueg@sid5.com

- c) City and State: Rushville, IL
- d) Phone Number: 217-322-4311
- e) Years Serviced: September 2019 thru Present (32 months)
- f) Description of Services: MCP provided Construction Management Services
 - a. Project Description – This project was a new 34,600 sf Performing Arts Center building addition. The project includes two new parking lots, site improvements, building demolition, and a large building addition. The Performing Arts Center included a 500 seat auditorium, catwalks, Scene Shop, Dressing Rooms, Toilet Rooms, Chorus Room mezzanine, and a new Commons area.
 - b. This was our 3rd project with Schuyler-Industry School District since 2019. In addition, we were approved in March, 2022 as their CM on an upcoming 15,000 sf classroom addition at their elementary school. The budget for this project is \$4 million, and this will be our 4th project with the school district.
- g) Total Project Costs: \$12,500,000. (Completed in 2020)

Reference #5

- a) Entity Name: Tri-Valley Community School District #3
- b) Contact Name and Title: Dr. Dave Mouser, District Superintendent
 - a. Email: Dr. David M. Mouser: dmouser@tri-valley3.org
- c) City and State: Downs, IL
- d) Phone Number: 309-378-2351
- e) Years Serviced: April 2019 thru January 2021 (34 months)
- f) Description of Services: MCP provided Construction Management Services
 - a. Project Description – This project was a two (2) phased project including a \$1.2 million interior renovation of classroom spaces over the first summer. Phase 2 included a gym addition as well as a Fine Arts addition including an auditorium, band room, administration offices, concessions, toilet rooms, and new commons area. Overall square feet of the additions were 24,070 sf and the overall building renovation area was 72,300 sf, which was a major renovation throughout.
- g) Total Project Costs: \$16,500,000. (Completed in 2021)

Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name

Contract Number

N/A - MCP is not currently a part of any other cooperative purchasing group.

2. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

N/A

3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

MCP does not have any past experience working on Job Order Contracts, but does understand the process.

4. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

MCP has not ever been involved in litigation, bankruptcy, or re-organization.

5. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

TAB 3



OTHER REQUIRED BID FORMS

- BID FORM 8 THRU 17



BID FORM 8: AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded Region the contractor will use the contract that results in the lowest price for the Member. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region.

☒ No We will **NOT** consider working outside of the Geographic Region.

Signature: Chris Tyra

The Proposer shall acknowledge this bid by signing and completing the spaces provided below:

Name of Proposer: Mr. Chris Tyra

City/State/Zip: Morton, IL 61550

Telephone No.: 309-291-0913

If a partnership, names and addresses of partners:

Mr. Tim Braker – 520 E. Highland St., Morton, IL 61550

Mr. Brad Braker – 520 E. Highland St., Morton, IL 61550

Notarized

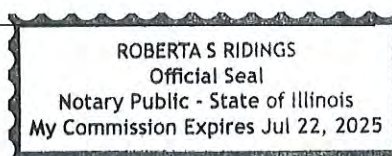
Subscribed and sworn to before me this 31st day of March, 2022

Notary Public in and for the County of Tazewell

State of IL

My commission expires: 7-22-2025

Signature: Roberta S. Ridings



BID FORM 9: FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting bids must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any item in this form, CCOG and Equalis Group will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

1. Vendor Violation or Breach of Contract Terms:

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any Contract award will be subject to CCOG General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a bid, you agree to these Vendor violation and breach of contract terms.

Does vendor agree Does Bidder agree? CET
(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in

the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? CET
(Initials of Authorized Representative)

3. Equal Employment Opportunity:

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does Bidder agree? CET
(Initials of Authorized Representative)

4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does Bidder agree? CET
(Initials of Authorized Representative)

5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? CET
(Initials of Authorized Representative)

6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Vendor agrees to comply with the above requirements when applicable.

Does Bidder agree? CET
(Initials of Authorized Representative)

7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended –Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? CET
(Initials of Authorized Representative)

8. Debarment and Suspension:

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? CET
(Initials of Authorized Representative)

9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? CET

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Bidder agree? CET
(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does Bidder agree? CET
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? CET

(Initials of Authorized Representative)

13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? CET

(Initials of Authorized Representative)

14. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? CET

(Initials of Authorized Representative)

15. Applicability to Subcontractors

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Bidder agree? CET

(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:



Printed Name:

Chris E. Tyra

Company Name:

Midwest Construction Professionals, Inc.

Mailing Address:

520 E. Highland | Morton, IL 61550

Job Title:

Director of Pre-Construction Services & Business Development



BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

(Provide copies of all licenses and certifications that are required to be held by your organization)

N/A

BID FORM 11: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Midwest Construction Professionals, Inc.

Title of Authorized Representative: Director of Pre-Construction Services & Business Development

Mailing Address: 520 E. Highland St. Morton, IL 61550

Signature: 

BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

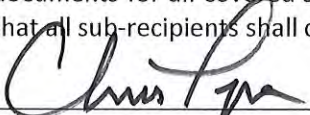
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



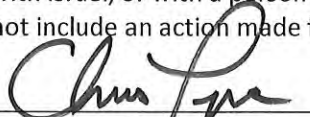
Signature of Respondent

April 7, 2022

Date

Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



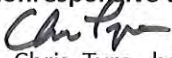
Signature of Respondent

April 7, 2022


Date

BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**



I, Chris Tyra, hereby certify and affirm that Midwest Construction Professionals, Inc., has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND



I, Chris Tyra, hereby certify and affirm that Midwest Construction Professionals, Inc., is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:


- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND


I, Chris Tyra, hereby certify and affirm that Midwest Construction Professionals, Inc., is not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND


I, Chris Tyra, hereby certify and affirm that Midwest Construction Professionals, Inc. either is not subject to a finding for recovery under ORC Section 9.24, or has taken appropriate remedial steps required under



that statute to resolve any findings for recovery, or otherwise qualifies under that section to enter into contracts with CCOG.

Chris Tyra

I, Chris Tyra, hereby affirm that this proposal accurately represents the capabilities and qualifications of Bidder Name, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidental as well as primary costs. *(Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.)*

BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature: _____

Date: _____



April 7, 2022

BID FORM 15: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
- ☒ No

BID FORM 16: MANDATORY DISCLOSURES

2. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. MCP has no formal claims against them for breach of contract.

Mandatory Disclosure of Governmental Investigations.

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. MCP has not been the subject of any adverse regulatory or adverse administrative governmental action with respect to our performance of services.

BID FORM 17: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Bidder and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Company Name Midwest Construction Professionals, Inc.
Address 520 E. Highland St.
City/State/Zip Morton, IL 61550
Phone Number 309-291-0913
Email Address chris@midconpro.com
Printed Name Chris Tyra
Job Title Director of Pre-Construction Services & Business Development
Authorized Signature 

Initial Term of the Master Agreement

Contract Effective Date: May 1, 2022
Contract Expiration Date: April 30, 2023
Contract Number:

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By: _____
Name: Scott A. Morgan
As: CCOG Board President
Date: _____

By: _____
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: _____



