

CONTRACTOR:

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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1578

SOUTH LOOP ELEMENTARY SCHOOL NEW CONSTRUCTION 1601 SOUTH DEARBORN STREET CHICAGO, IL 60616 PROJECT #05035

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel Chairman

Carina E. Sánchez Executive Director

Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

ISSUED FOR BID ON 6/2/2017

Any Contract entered into as a result of this bid process is governed by: All Volumes (as applicable) of Book1 "Project Information, Instructions To Bidders, and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts" and Book 3 - "Technical Specifications" and the Drawings.

Respondents: Madison Construction Company

PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

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I. INTRODUCTION

Thank you for your interest in bidding on this project, which is being undertaken by the Public Building Commission of Chicago. The Public Building Commission of Chicago (hereafter, the PBC, or Commission) is a municipal corporation with a statutory mandate to procure and award contracts for the construction of public buildings in the City of Chicago, and to oversee the construction of those public buildings until they are turned over to the user agency that will own and operate each new facility.

This is the first page of text of Book 1, which along with Book 2, Book 3, and the project drawings, comprise the PBC's construction contract. The balance of this Book 1 provides a brief description of the project, instructions for completing and submitting your bid, the bid pages, and the forms which must accompany your bid. Book 2 is the Standard Terms and Book 3 is the Technical Specifications for the work to be performed on this project. The Conditions of the contract. architect or engineer for the project will provide the drawings and other documents that may be necessary for you to bid on and/or perform the work. Each of the Books, along with the drawings and any other documents prepared by the architect or engineer, are Contract Documents. Collectively, the Contract Documents comprise the Contract. The Contract Documents are defined in Section 1 of Book 2, Standard Terms and Conditions.

II. PROJECT INFORMATION

A. General Information

Bids will be received by the Public Building Commission of Chicago for the following Project in accordance with the Contract Documents set forth below:

CONTRACT NO. C1578

SOUTH LOOP ELEMENTARY SCHOOL NEW CONSTRUCTION **1601 SOUTH DEARBORN STREET** CHICAGO, IL 60616 **PROJECT #05035**

General Description of Scope of Work:

The project consists of construction of a new, approximate 120,000 GSF, 4-story elementary school and site improvements at 1601 S. Dearborn Street. The school will accommodate approximately 1200 students and will include 32 typical classrooms; 4 kindergarten classrooms; 3 'pull-out' classrooms; 2 computer classrooms; 3 science classrooms; 2 art classrooms; 1 multi-purpose room; 1 music room with an operable partition; a 2-position gym with stage; library; dining room with a servery and hybrid kitchen; administrative center and student services suite: and roof top play area, Building construction will be structural steel frame; cast-in-place lateral bracing; pile foundations and an exterior cavity wall envelope of cold formed framing and face brick veneer. Site improvements shall consist of a new parking lot; storm water management improvements; playlot; waste/transformer enclosure; landscape planters; site furnishings; and right-of-way improvements.

A project-specific phasing plan is included in the Construction Documents.

- Construction Budget: \$38,400,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
- 4. User Agency: Chicago Public Schools
- Project is located in Ward: 3
- 6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
- Requests for Information: send to Public Building Commission of Chicago, Attn: Ms. Patricia Montenegro, Contract Officer by (email) patricia.montenegro@cityofchicago.org or (fax) 312-744-3572.
- Contract Documents Available at: BHFX, LLC, 346 North Justine Street, Chicago, Illinois 60607. Contact name: Ken Saulsbury, Telephone number: 312-782-2226,

Online Contract Documents Available at:

BHFX Online Planroom: https://www.bhfxplanroom.com/

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- Pre-Bid Meeting Date, Time, and Location: Wednesday, June 14, 2017 at 10:00 a.m. in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602
- Mandatory Technical Review Meeting for Prequalified Bidders: Wednesday, June 14, 2017 at 10:30 a.m. in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602
- 11. Site Visit (Non-Mandatory) for Prequalified Bidders and Inspection of the Site: Wednesday, June 14, 2017 at 12:30 p.m. at the 1601 South Dearborn Street, Chicago, Illinois 60616. Site Visit is not mandatory to remain eligible to bid.

Bidders shall be responsible for inspecting the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the site logistics required in the successful performance of this Contract. Failure of the Bidders to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

*NOTES:

- a. Only Prequalified Bidders who attend the Mandatory Technical Review Meeting will be deemed eligible to bid. An authorized representative of each Prequalified Bidder must be present and must sign the Mandatory Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in on the Mandatory Technical Review attendance sign-in sheet 15 minutes after commencement of the meeting will be deemed ineligible to bid.
- b. Subcontractors may attend these meetings.
- 12. Eligible, PBC Class A Prequalified Bidders for the South Loop Elementary School New Construction Project are listed below:

All-Bry Construction Company; Barton Malow Company; Blinderman Construction Company, Inc.; Burling Builders, Inc.; Clark Construction Group – Chicago, LLC; Development Solutions, Inc.; F.H. Paschen, S.N. Nielsen & Associates, LLC; Friedler Construction Company; The George Sollitt Construction Company; Henry Bros. Co.; James McHugh Construction Company; K.R. Miller Contractors, Inc.; Madison Construction Company; Old Veteran Construction, Inc.; Path Construction Company, Inc.; Power Construction Company, LLC; Powers & Sons Construction Company, Inc.; Tishman Construction Corporation of Illinois; Turner Construction Company; Tyler Lane Construction, Inc.; UJAMAA Construction, Inc.; Vanir Construction Management, Inc.; W.E. O'Neil Construction Company; Walsh Construction Company II

13. Bid Due Date and Public Bid Opening Date, Time, and Location: Bids are due Friday, July 7, 2017 at 11:00a.m. and a Public Bid Opening will be held immediately following receipt of bids in the PBC Board Room on the 2nd floor of the Richard J. Daley Center, 50 West Washington Street, in Chicago, Illinois 60602.

14. Amount of Bid Deposit: 5% amount of bid

Document Deposit: N/A

16. Cost for Additional Documents (per set): At the Contractor's own expense.

17. MBE/WBE Contract Goals: 26% MBE and 6% WBE

18. Source of Funding: City of Chicago – TIF

 Pre-Award Meeting Date, Time, and Location: A Pre-Award is tentatively scheduled for Monday, July 10, 2017 at 9:30 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602.

For the Pre-Award Meeting, the Lowest Responsive and Responsible Bidder shall be required to:

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite representatives of all MBE/WBE sub-contractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting
- 20. **Notice of Award** Date: Notice of Award is anticipated to be issued on or before July 12, 2017. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.

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Further, within two weeks of the issuance of the Notice of Award, the successful General Contractor shall be required to prepare and submit all permit documentation including but not limited to: pile driving procedures, Earth Retention Systems (ERS) drawings/calculations, ERS installation procedures, pile driving criteria calculations, and pile load test.

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and a Superintendent full time to the Project Effective as of the date of Notice to Proceed and effective until Final Acceptance. The Project Manager and Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work, including the completion of Punch List Work.

C. Scheduling Software Requirements

The Contractor shall utilize Primavera P6 Scheduling Software.

D. Online Collaboration and Documentation Management System Requirements

The Contractor shall use PBC's designated On-line Collaboration and Document Management system to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

E. Time of Completion

Substantial Completion must be achieved no later than November 30, 2018.

Schedule Milestones must be completed as follows:

Milestone Descriptions	Milestone Dates
Schedule Milestone #1: All Work associated with earthwork including excavation and proper handling and disposal of sub-grade obstructions and soil, in accordance with the Contract Documents.	August 31, 2018
Schedule Milestone #2: Area A – All Work associated with Site Improvements within the property line excluding plantings, in accordance with the Contract Documents.	October 1, 2018
Substantial Completion : Area B and Area C – All Work associated with the New Building and Public Right of Way (PROW) Improvements excluding plantings, in accordance with the Contract Documents.	November 30, 2018
Schedule Milestone #3: Landscape plantings Work, in accordance with the Contract Documents.	June 15, 2019

F. Commission's Contract Contingency

- 1. The Commission's Contract Contingency for this project is: \$1,200,000.00.
- 2. The Commission has established a Contract Contingency for the exclusive use of the Commission, at the Commission's sole discretion. The Commission's Contract Contingency sum shall be included as an allowance in the Base Bid. In the event that any or all of the Commission's Contract Contingency remains unused at the completion of the Work, the Commission will issue a deductive Change Order so that any such unused portion of the Commission's Contract Contingency shall remain with the PBC.

G. Copies of Drawings and Specifications Furnished

The Commission will allow the Contractor one (1) complimentary electronic download set of Drawings and Specifications, if desired, for the execution of the Work to registered bidders only. The Contractor is responsible for obtaining additional copies at its own cost.

H. Liquidated Damages

1. The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Paragraph C above. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of \$1,500.00 per day for each

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- day Milestones and Substantial Completion dates are not acheived, not as a penalty, but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.
- 2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
- 3. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

I. Prevailing Wage Rates

 Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

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III. INSTRUCTIONS FOR BIDDERS

A. Examination of Documents By Bidder

- The Bidder shall, before submitting its bid, carefully examine all Contract Documents, including but not limited to, the Project Information, Instructions to Bidders, and Execution Documents (Book 1); Standard Terms and Conditions (Book 2); Technical Specifications (Book 3); plans; drawings; Addenda (if any); and bonds. The Bidder will be responsible for all errors in its bid resulting from failure or neglect to comply with these instructions.
- The PBC requests that all questions related to this solicitation be submitted in writing via email to the attention of Patricia Montenegro at patricia.montenegro@cityofchicago.org no later than Monday, June 19, 2017 at 4:30 p.m.

B. Interpretations of Addenda

- 1. The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Bidder, the interpretation should be requested in a letter addressed to the PBC, Attn: Patricia Montenegro, Contract Officer, email; patricia.montenegro@cityofchicago.org or by fax 312-744-3572.
- 2. Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be on file in the office of the Commission. Although all addenda will be faxed, e-mailed, or mailed to each Bidder obtaining Contract Documents, it shall be the Bidder's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Bidder's failure to acknowledge in writing any issued addenda on the Contractor's Bid page, Section IV. A. (Proposal and Execution Documents-Contractor's Bid), shall result in the Commission finding the bid non-responsive and rejecting the bid. The Commission shall not allow any Bidder to acknowledge any such addenda, in writing or orally, after Bidder has submitted its bid to the Commission.

C. Pre-Qualification of Bidders

- 1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified", and only firms that have received notification of prequalification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-gualified or as a joint venture with another firm, provided that the pre-gualified firm has a controlling interest in the joint venture.
- 2. The Commission reserves the right to take such steps as it deems necessary to determine the continuing qualifications of the Bidder to adequately perform the requirements of the Contract, and the Bidder shall furnish to the Commission all information and data requested for this purpose. Failure of the Bidder to cooperate with the Commission in its investigation or submit any additional documents requested by the Commission shall be grounds for disqualification.

D. Evidence of Continuing Qualifications of Bidder

- 1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
- The Bidder, if requested, must present within a reasonable time, as determined by the Commission, evidence satisfactory to the Commission of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and Contract Documents.
- 3. The Bidder must provide the following item(s) with your Bid Submission:
 - a. Copy of current Contractor's General Contractor License.

Failure to submit these items may deem the Bid unresponsive. Licenses may be that of the Prime, Joint Venture Partner (if any), and/or Sub-Contractor performing the work.

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E. Preparation of Bid

- Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
- All bids must be prepared on forms supplied by the Commission and shall be subject to all requirements of the Contract Documents. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specification, should be correctly filled in. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made by the Bidder.
- The Bidder's name, address, telephone and fax number should be clearly written on the front cover of each of the copies of Book 1 submitted.
- When required by the Contract Documents, the Bidder may attach supporting documentation or additional information to the back of the form to which it refers.
- The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration of or departure from the bid form hereto attached.
- 6. The Bid Documents shall include the following:
 - b. Contractor's Bid Form
 - c. Bid Guarantee
 - d. Basis of Award (Award Criteria)
 - e. Unit Prices
 - f. Affidavit of Non-collusion
 - g. Schedule B Joint Venture Affidavit with supporting documentation (if applicable)
 - h. Schedule C Letter of Intent from MBE/WBE
 - i. Schedule D Affidavit of General Contractor Regarding MBE/WBE Participation
 - Schedule E Request for Waiver from MBE/WBE Participation (if applicable)
- 7. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

F. Bid Deposit

- The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - Non-withdrawal of the bid after date and time of opening.
 - b. The furnishing of the Performance and Payment Bond and evidence of the required insurance coverage by the successful Bidder as required by the Contract Documents.
- The guarantee shall be made by bid bond, certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No bid will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.
- 3. The bid bonds, certified checks, or cashier's checks of unsuccessful Bidders will be returned as soon as practicable after the opening of the bids; however, the deposits of the three (3) lowest Bidders shall be retained until the Commission awards the Contract to one of them, or for any reason rejects all bids.

G. Bidder's Execution of Bid

- 1. The Bidder must execute the Bid in two (2) original counterparts.
- 2. Bids must be submitted with original signatures in the space provided on the appropriate Part IV.G. "Acceptance of the Bid." Bids not properly signed shall be rejected.
- 3. If Bidder is a corporation, the President and Secretary must execute the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.

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- 4. If Bidder is a partnership, all partners must execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
- 5. If Bidder is a sole proprietorship, the sole proprietor must execute the bid.
- 6. A "Partnership." "Joint Venture." or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

H. Affidavit of Non-Collusion

1. Each Bidder shall fully execute an affidavit, in the form provided, to the effect that the Bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

MBE and WBE Commitments

- 1. Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed Schedule D-Affidavit of General Contractor regarding M/WBE Participation and Schedule B- Affidavit of Joint Venture (if applicable) as found in Book 2 Section 23,05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:
- 2. The apparent low bidder must provide complete Schedule C- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.
- 3. Please refer to Exhibit 4 Assist Agencies. Assist Agencies are comprised of chambers of commerce and notfor-profit agencies that represent the interest of small, minority- and/or women-owned businesses.

J. Local Business Subcontracting Participation and Community Hiring

1. In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:

2. Local Subcontracting Requirement

- General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
- General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
- A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the bid documents for that project. The source of funding for the project is identified in Section II.A.18 above.
- 3. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.

4. {INTENTIONALLY OMITTED}

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K. Disclosure of Retained Parties

The apparent low Bidder shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions
on the document within five (5) days of receipt of notice to provide such Disclosure.

L. Submission of Bid

- Two (2) copies of all bid documents with original signatures shall be enclosed in two (2) envelopes each (outer and inner), both of which shall be sealed and clearly labeled with "BID DOCUMENTS," the Contract number, name of Bidder, and date and time of opening.
- Bids received prior to the advertised hour of opening will be securely kept by the Commission.
- 3. Written modifications of bids will be considered only if received prior to the time stated for receipt of Proposals. Such modifications must be submitted in a sealed envelope and marked in the same manner as a bid. IN ADDITION, the envelope must state "BID MODIFICATIONS TO SEALED PROPOSAL" on the lower left-hand corner of the envelope in which the bid modification is enclosed, so that the modification will be recognized to prevent its being opened prior to scheduled public opening of bids. Telephonic or oral modifications will not be considered. Bidders are cautioned that modifications which are not explicit and which are in any sense subject to misinterpretation shall make the bid so modified or amended subject to rejection.

M. Withdrawal of Bids before Bid Opening

 Any Bidder may withdraw its bid by letter, facsimile, e-mail request, or by personally securing, with proper identification, the submitted bid proposal at any time prior to the time fixed for opening of bids. A telephonic request to withdraw a bid will not be considered.

N. Opening of Bids

1. At the time and place fixed for the opening of bids, the Commission will cause to be opened and publicly read aloud every bid received within the time set for receiving bids irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

O. Evaluation of Bids

- 1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
- 2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
- The Commission may require that the apparent low bidder and any other bidder submit a breakdown of their bids
 by CSI Division or other appropriate basis. The Commission may also require the apparent low bidder or any
 other bidder to attend a pre-award meeting to review their bids in detail.

P. Basis of Award

 Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure and otherwise responsive to all the requirements of the Contract Documents.

Q. Performance and Payment Bond and Insurance

- Each Bidder shall furnish proof of its ability to provide the bonds and insurance required by the Contract with its bid. With respect to the payment and performance bonds, a letter from the Bidder's surety affirming the surety's willingness to provide the Bidder's bonds is sufficient. With respect to the insurance, either a letter from the Bidder's insurer, or a certificate showing that the Bidder currently possesses the required coverage, is sufficient.
- 2. The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in the attached Exhibit 2, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time the Contractor or its Subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted in the requirements.
- Upon approval by the Commission to award, and within seven (7) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.

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- 4. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Contract Price and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Contractor may become legally indebted for labor, material, facilities or services of any nature, employed or used by it in performing the Work. The current power of attorney for the persons who sign for any surety company shall be attached to such bond. Such power of attorney shall be sealed and certified with a "first hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission. The Commission reserves the right to approve the surety company.
- The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within seven (7) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

R. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director located at 50 W. Washington, Room 200, Chicago, Illinois 60602. A pre-bid protest must be filed no later than five calendar (5) days before the bid opening date, a pre-award protest must be filed no later than ten (10) days after the bid opening date, and a post-award protest must be filed no later than ten (10) days after the award of the Contract.

BID PROTEST ACTIONS	TERM
Type of Protests Allowed: Pre-Bid, Pre-Award, Post-Award	All
Pre-Bid Protest Timing	No later than five (5) calendar days before Bid Opening
Pre-Award (Bid Results) Protest Timing	No later than ten (10) calendar days after Bid Opening
Post-Award Protest Timing	No later than ten (10) calendar days after Award
Adjudicator Role	Executive Director

2. All protests or claims must set forth the name and address of the protester, the contract number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Executive Director take.

S. Licensing

1. In addition to all other applicable licenses and certifications, the general contractor is required to submit a copy of its General Contractor License issued by the Department of Buildings of the City of Chicago.

U. Award Of Contract, Cancellation, or Rejection Of Bids

- 1. Award will be made to the responsible Bidder submitting the Lowest Award Criteria Figure as noted in Section III.P. Basis of Award above and otherwise responsive to all the requirements of the Contract Documents.
- 2. The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.
- The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.
- If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within seven (7) days affer given Notice of Award.

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- 5. Upon award of Contract, the Commission will process the Contract for final execution.
- The Commission reserves the right to reject any and all bids wherever such rejection is in the best interest of the Commission.
- 7. The Commission reserves the right to waive any informality in bids received whenever it determines such waiver is in the best interest of the Commission
- The Commission reserves the right to cancel the solicitation whenever it determines such cancellation is in the best interest of the Commission.

T. Alternates-Commission Discretion

(INTENTIONALLY OMITTED)

U. Project Labor Agreement (PLA)

To the extent that the Contract involves a project that is subject to a Project Labor Agreement (PLA), Contractor
acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract,
and shall comply in all respects with the PLA.

See Exhibit 5 - Project Labor Agreement attached hereto.

(Remainder of Page Intentionally Left Blank)

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IV. PROPOSAL AND EXECUTION DOCUMENTS

A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1578, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c), Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)

Addendum 01-6/23/17 Addendum 02-6/20/17

Further, the Contractor, having inspected the Site and become familiar with the conditions affecting the cost of the Work and with the requirements of the Contract, hereby proposes to furnish all labor, necessary tools, materials and other work necessary to perform and complete in a workmanlike manner the SOUTH LOOP ELEMENTARY SCHOOL NEW CONSTRUCTION PROJECT located at the Site designated as required by and in strict accordance with the Contract Documents for Total Base Bid indicated on the next page. The Total Base Bid as accepted by the Commission and awarded to the Contractor shall be the Contract Price listed on the next page.

The agreement between the parties includes not only this instrument, but also the remaining Contract Documents as described in the Standard Terms and Conditions, and all of which shall be binding on the parties hereto.

Time is of the essence of this Contract. The Contractor agrees that it will commence the performance of the Work on the date set forth in the Notice to Proceed issued by the Commission and that it will complete the Work within the time set forth in Part II "Project Information".

The Contract Price, as adjusted from time to time pursuant to the Contract Documents, shall be full compensation to the Contractor for having well and faithfully completed the Work, free and clear of all claims, liens, and charges whatsoever, of any kind or nature, and in full compliance with the Contract.

Payment for the Work will be made in the manner set forth in Book 2 the Standard Terms and Conditions.

The Contractor warrants that it has not employed any person to solicit or secure this Contract upon any agreement for a commission, percentage, brokerage, or contingent fee, Breach of this warranty shall give the Commission the right to terminate the Contract, or, at its discretion, to deduct from the Contract Price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to any commission payable by the Contractor upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

The Contractor, being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld; the information provided therein to the best of its knowledge is current; and the undersigned proposes to furnish the insurance and the Performance and Payment Bond required by the Contract Documents.

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B. BID FORM

FIRM NAME: Madison Construction Company

LINE	ITEM - Carrier of the control of the	AMOU	NT
1.	WORK	\$32	1,137,000
2.	COMMISSION'S CONTRACT CONTINGENCY	\$	1,200,000.00
3.	SITE WORK ALLOWANCE	\$	700,000.00
4.	CAMERA ALLOWANCE	\$	300,000.00
5.	TOTAL BASE BID (1+2+3+4)	\$34	,337,000
	O CRITERIA FIGURE on V. Proposal Support Document, line 15 of Award Criteria Figure)	\$ 32	3,259,611.

SURETY: Please specify full legal name and address of Surety:
Arch Insurance Company, Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1104

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C. SITE WORK ALLOWANCE SCHEDULE - SOUTH LOOP ELEMENTARY SCHOOL

Item No.	Description of Work	Unit(s)	Unit Price
1	Loading, transportation and disposal of stockpiled contaminated soil	Tons	\$40.00
2	Excavation, loading, transportation and disposal of contaminated soil	Tons	\$48.00
3	Loading, transportation and disposal of stockpiled clean construction or demolition debris and uncontaminated soil	Tons	\$20.00
4	Excavation, loading, transportation and disposal of in-place clean construction or demolition debris and uncontaminated soil	Tons	\$25.00
5	Load, place and compact on-site fill material from stockpile	Cubic Yards	\$7.00
6	Excavate, load, place and compact on-site fill material	Cubic Yards	\$11.00
7	Demolition, removal, loading, transportation and disposal of underground concrete footings and remnants. Work includes crushing, as required.	Cubic Yards	\$70.00
8	UST Removal (Tank < 2000 gal capacity)	Each	\$4,500.00
9	UST Removal (Tank 3,000-5,500 gal capacity)	Each	\$5,000.00
10	UST Removal (Tank 6,000-10,000 gal capacity)	Each	\$8,000.00
11	UST Removal (Tank > 10,000-15,000 gal capacity)	Each	\$9,000.00
12	UST Removal (Tank > 15,000 gal capacity)	Each	\$12,000.00
13	UST tank sludge removal and disposal (55-gallon drum)	Drums	\$450.00
14	Bulk UST pump out (Liquids), including transportation	Gallons	\$0.60
15	Waste characterization sample analysis for disposal authorization for soils removed under Allowance Schedule	Sample	\$1,500.00
16	Water analysis for full MWRDGC contaminants List	Each	\$750.00
17	Obtain MWRDGC discharge permit for Bulk disposal of contaminated liquid	Each	\$2,000.00
18	Contaminated water-hauling and disposal of drums	Drums	\$200.00
19	Pumping, transportation and disposal of contaminated water - bulk disposal	Gallons	\$0.60
20	Pumping, storage and disposal of contaminated water - bulk disposal by MWRDGC Permit	Gallons	\$0.10
21	Furnish, place and set base material CA-1 Stone (RECYCLED)	Ton	\$16.00
22	Furnish, place and set base material CA-1 Stone (VIRGIN)	Ton	\$20.00
23	Load on-site base materials, place and set CA-1 Stone	Cubic Yards	\$8.00

Item No.	Description of Work	Unit(s)	Unit Price
24	Furnish, place and compact aggregate material CA-6 (RECYCLED)	Ton	\$20.00
25	Furnish, place and compact aggregate material CA-6 (VIRGIN)	Ton	\$22.00
26	Excavate, place and compact on-site aggregate material CA-6	Cubic Yards	\$8.00
27	Furnish, place and set drainage material CA-7 (RECYCLED)	Tons	\$18.00
28	Furnish, place and set drainage material CA-7 (VIRGIN)	Tons	\$20.00
29	Excavate, place and set on-site drainage material CA-7	Cubic Yards	\$8.00
30	Furnish and place geotextile filter fabric	Square Yard	\$7.00
31	Site Survey - Survey crew for verification of excavation and backfill quantities	Each	\$2,000.00
32	Street restoration per CDOT - 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse, Less than 100 Square Yards	Square Yard	\$185.00
33	Street restoration per CDOT - 9-inch PCC Base Course, 1-1/2 inch Asphalt Binder Coarse and 1-1/2 inch Asphalt Surface Coarse. Less than 100 Square Yards.	Square Yard	\$250.00

NOTES:

- 1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
- 2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
- 3. Authorized additional excavation means excavation below subgrade elevations as shown in the Plans and Specifications due to the presence of unsuitable soil materials as determined by the Commission Representative.
- 4. The unit prices in this allowance schedule include all overhead, profit, and schedule impact costs.
- All unused portions of the allowance funds must be returned to the Commission.

D. CAMERA SCHEDULE

None.

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E. ACCEPTANCE OF THE BID

day and year first above written. PUBLIC BUILDING COMMISSION OF CHICAGO Lori Ann Lypson, Secretary Mayor Rahm Emanuel, Chairman CONTRACTING PARTY Madison Construction Company 15657 South 70th Court, Orland Park, IL 60462 Contractor Name Address IF A CORPORATION: Name: Robert J. Kostelny President Title: Signature: Timothy Cahill ATTEST BY: Secretary IF A PARTNERSHIP: Partner (Signature) Address Partner (Signature) Address Partner (Signature) Address IF A SOLE PROPRIETORSHIP: Signature Address **NOTARY PUBLIC** County of Cook State of IL day of Jul Subscribed and sworn to before me on this 20 DEFICIAL SEAL" BEVERLY J CORA NOTARY PUBLIC, STATE OF ILLINOIS (SEAL) Notary Public Signature Beverly J. Cora COOK COUNTY MY COMMISSION EXPIRES 1/20/2020 Commission Expires: __ Date: 8-31-2017 Neal & Leroy, LLC

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the

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F. ALTERNATES

(INTENTIONALLY OMITTED)

٧. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria Figure)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria Figure formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the Total Base Bid (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure pursuant to Section III.P Basis of Award above. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

Instructions

The Bidder shall complete the Award Criteria Figure Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than seventy percent (70%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than fifteen percent (15%) in each category for the purpose of award criteria only. The seventy percent (70%) and fifteen percent (15%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

Award Criteri	a Figure Formula
Line 1.	Total Base Bid (Refer to Line 5 of BID FORM), in figures 34,337,000
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)
Line 3.	Multiply Line 2 by Line 1 by 0.04
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)
Line 5.	Multiply Line 4 by Line 1 by 0.03 669, 571.50
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70) Multiply Line 6 by Line 1 by 0.01
Line 7.	Multiply Line 6 by Line 1 by 0.01 $240,359$
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)
Line 9.	Multiply Line 8 by Line 1 by 0.04 137,348

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Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)
Line 11.	Multiply Line 10 by Line 1 by 0.03
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)
Line 13.	Multiply Line 12 by Line 1 by 0.01 34,337
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13 2, 077,388.50
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure") 32, 259,611,50
	Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$33,259,611.50

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria Figure set out in Part V.A. "Basis of Award (Award Criteria Figure)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria Figure set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Section II, A.6 above.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Figure formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

 For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

Line 1 x 04

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

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 For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated damages, if any, will be calculated for the first pay requests reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- e. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

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Major Trades

Asbestos Workers **Boiler Makers** Bricklayers Carpenters Cement Masons Electricians **Elevator Construction** Glaziers Machinists Machinery Movers Ornamental Iron Workers Operating Engineers Painters Pile Driver Mechanics Pipe Fitters/Steam Fitters Plasterers Plumbers Roofers Sheet Metal Workers Sprinkler Fitters **Technical Engineers** Truck Drivers **Tuck Pointers**

For approval of other trades for consideration in the Award Criteria Figure formula, written approval should be requested from the Commission.

7. Trade Participation - For Information Only

The following information must be supplied by the Contractor for the purposes of evaluating figures supplied in the Award Criteria Figure formula. It is understood that these figures are estimates only and are not to be considered as limiting in any manner actual participation on the project.

Anticipated levels of minority participation, to be expressed as percentages, must be supplied for each trade, whether attributable to the Contractor's work force or any Subcontractor which will be active on this project.

TRADE PARTICIPATION	PERCENT OF MINORITY
Carpenters	30°6
Bricklayers	30%
Electrician	30%
sheet Metal Working	30%

8. Identification of Critical Subcontractors Required at Time of Bid

The Commission is requiring the identification of critical subcontractors be identified at the time of bid submission. Bidders are required to list the names of the intended subcontractors who will perform the corresponding Work, if successful. Failure to provide the names of the subcontractors listed below may deem a bid non-responsive.

Concrete Subcontractor
Firm Name: TUGK Henry
Structural Steel Erector Subcontractor
Firm Name: Area Erectors
Structural Steel Fabricator Sybcontractor
Firm Name: Steward Stee
Deep Foundations Subcontractor
Firm Name: Thatcher Foundations
Excavator ()
Firm Name: KITEWAY HVAGINS

Please note: within two weeks of the issuance of the Notice of Award, the successful General Contractor shall be required to prepare and submit all permit documentation including but not limited to: pile driving procedures, Earth Retention Systems (ERS) drawings/calculations, ERS installation procedures, pile driving criteria calculations, and pile load test.

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VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STA	TE OF ILLINOIS } }SS
COL	UNTY OF COOK }
Ro	bert J. Kostelny, being first duly sworn, deposes and says that:
(1)	President
	(Owner, Partner, Officer, Representative or Agent) of Madison Construction Company,
	the Bidder that has submitted the attached Bid;
(2)	That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham bid;
(4)	Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
(5)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.
(6)	The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bidrigging), 720 ILCS 5/33E-4 (Bid rotating) or the IPrevailing Wage Act, 30 ILCS 570/0.01 through 570/7.
(Sig	ned)
	resident
(Titl Sub	e) scribed and sworn to before methis 7th day of July2017
(Titl	"OFFICIAL SEAL" BEVERLY J CORA NOTARY PUBLIC, STATE OF ILLINOIS COOK COUNTY MY COMMISSION EXPIRES 1/20/2020

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Not Applicable

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form is not required if all joint venturers are MBE/Non-MBE or WBE/Non-WBE firms. In such case, however, a written joint venture agreement among the MBE/Non-MBE or WBE/Non-WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.

A.	Nan	ne of joint venture
В.	Add	lress of joint venture
C.	Pho	one number of joint venture
D.	lder	ntify the firms that comprise the joint venture
	1.	Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
	2.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
Ε.	Nat	ure of joint venture's business
F.	— Pro	vide a copy of the joint venture agreement.
G.	Ow	nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
Н.	Spe	ecify as to:
	1.	Profit and loss sharing%
	2	Capital contributions, including equipment%
	۷.	

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Not Applicable

SCHEDULE B - Joint Venture Affidavit (2 of 3)

primo		responsible for day-to-day management and policy decision making, including, but n sponsibility for:	ot limited to, those wi
1.	Fina	ancial decisions	
2.	Mar	nagement decisions such as:	
	a.	Estimating	
	b.	Marketing and Sales	
	C.	Hiring and firing of management personnel	
	d.	Other	
3.	Pur	chasing of major items or supplies	
4.	Sup	ervision of field operations	
5.	Sup	ervision of office personnel	
	will	cribe the financial controls of the joint venture, e.g., will a separate cost center be estable responsible for keeping the books; how will the expense therefor be reimbursed; the turer to commit or obligate the other. Describe the estimated contract cash flow for each	e authority of each joi
		te approximate number of operational personnel, their craft and positions, and whether the majority firm or the joint venture.	r they will be employed

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PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

SCHEDULE B - Joint Venture Affidavit (3 of 3)

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the joint venture is a subcontractor.

Name of Joint Venturer	Name of Joint Venturer
Signature	Signature
Name	Name
Title	Title
Date	Date
State ofCounty of	State of County of
On thisday of, 20	On this day of, 20
before me appeared (Name)	before me appeared (Name)
to me personally known, who, being duly sworn,	to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her
free act and deed.	free act and deed.
Notary Public	Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

Date of Issue: 6/2/2017 Respondents: Madison Construction Company
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 26 of 103

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: PBC South Loop Elementary School New Construction (Contract #C1578)

STATE OF ILLINOIS	}			
COUNTY OF COOK	} \$\$ }			
In connection with the a	above-captioned contra	act, I HEREBY	/ DECLARE AND AFFIRM that I am th	ie
President				_
Title and duly	y authorized representa	ative of		,
Madison Construction	n Company			
Name of Gen	neral Contractor whose	address is		
15657 South 70th Cou	urt			_
in the City of Orland Pa				
in the above-reference	ed Contract, including S	Schedule C ar	submitted with the attached Schedules nd Schedule B (if applicable), and the contract if awarded to this firm as the C	following is a statement of

Name of MBE/WBE Contractor	Type of Work to be Done in	Dollar Credit Toward MBE/WBE Goals		
	Accordance with Schedule C	MBE	WBE	
MW Powell Company	Roofing	\$ 670,000	\$	
Riteway-Huggins Construction Services	Earthwork	\$ 660,000	\$	
Pagoda Electric & Construction, Inc.	Low Voltage, Communications, Security & Fire Alarm	\$2,500,000	\$	
McFarlane/Douglass & Company	Landscaping	\$ 199,884	\$	
Leon Construction Company	Concrete (except Rebar & Shear Walls)	\$2,060,000	\$	
Toro Construction Corporation	Drywall/Rough Carpentry	\$2,800,000	\$	
Garces Contractors, LLC	Plumbing	\$	\$1,327,900	
Continental Painting and Decorating, Inc.	Painting	\$ 204,995		
Wolf Mechanical Industries, Inc.	HVAC (except Piping)	\$	\$1,538,200	
JADE Carpentry Contractors, Inc.	Architectural Woodwork (F&I)	\$	\$ 350,110	
	Total Net MBE/WBE Credit	\$9,094,879	\$3,216,210	
	Percent of Total Base Bid	26.49%	9.37%	

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

Date of Issue: 6/2/2017
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

Respondents: Madic South Court front Court Court

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)

The Undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:	11/2
Madison Construction Company	$\mu \omega 3, \lambda \omega$
Name of Contractor (Print)	Signature
7/26/17	Robert J. Kostelny
Date /	Name (Print)
(708) 535-7716	
Phone	
IF APPLICABLE:	
BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
	MBE WBE Non-MBE/WBE
Phone/FAY	

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	South Loop Eler	nentary Sch	ool		
Project Number:	05035				
FROM: Mu. Bu (Name of MBE or WBE)	zell	Para and State Balletine	мве Х	WBE	
TO: Madison Constru (Name of Bidder)	action .	and Public Bull	ding Commissio	n of Chicago	
The undersigned intende	s to perform work in con	nection with the	above-reference	ed project as (che	ck one):
a			. •	_ a Corporation _ a Joint Venture	
The MBE/WBE statu firm, a Schedule B, Join	is of the undersign In eddition, Venture Allidavii, is pro	ed is confim In the case whe ovided.	ned by the ere the undersig	attached Leiter ned is a Joint Ven	of Certification, dated
connection with the above	ve-named project.	-		., .	owing described goods is
The above-described s Contract Documents,	ervices or goods are o	offered for the f	following price,	with terms of pay	yment es etipuleted in th
\$670,000	00,00			************	

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS For any of the above Items that are partial pay Items, specific	ficelly describe the work and subcontract dollar amounf:
If more space is needed to fully describe the MBE/WBE additional sheet(s).	lim's proposed scope of work and/or payment schedule, atlact
SUB-SUBCONTRACTING LEVELS Of the dollar value of the MBE/WBE subcomposition of the dollar value of the MBE/WBE subcomposition of the dollar value of the MBE/WBE subcomposition	ontract will be sublet to non-MBE/WBE contractors. ontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontracting filled in each blank above. If more than 10% percent of the sublet, a brief explanation and description of the work to be	any of the work described in this Schedule, a zero (0) must be the value of the MBE/WBE subcontractor's scope of work will be sublet must be provided.
	eement for the above work with the Bidder, conditioned upon its n of Chicago, and will do so within five (5) working days of receip
used in the performance of this contract, meet the Agenc policy, codes, state, federal or local laws, rules or regulate	nowledge and belief that it, its principals and any aubcontractors y requirements and have not violated any City or Sister Agency ons and have not been subject to any debarment, suspension of ditionally, if at any time the Contractor becomes awere of auch ion.
Name of MBE/WBE Firm (Print) Date Phone	Signature Narne (Print)
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date Phone	Name (Print) MBE Non-MBE/WBE

Date of Issue: 8/2/2017
PBC: Book 1_InstructionstoBidders_SouthLoopElementerySchool/Renovation_C1578

Respondents: Madisory Cowstruction
Page 28 of 103



DEPARTMENT OF PROCUREMENT SERVICES

JAN 29 2015

CITY OF CHICAGO

Anthony Roque M.W. Powell Company 3445 S. Lawndale Avenue Chicago, Illinois 60623

Dear Anthony Roque:

We are pleased to inform you that M.W. Powell Company has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 01/01/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 01/01/2016, 01/01/2017, 01/01/2018, and 01/01/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 01/01/2020. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 11/01/2019.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

M.W. Powell Company

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the Individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

238160 - Corrugated Metal Roofing Installation

238160 - Galvanized Iron Roofing Installation

238160 - Roofing Contractors

238160 - Sheet Metal Roofing Installation

Your firm's participation on City contracts will be credited only toward Minority -Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamie L. Rhee

Chief Procurement Officer

JLR/es

B.S. CHARLES OF BRIDE SERVICES AND STREET



Vendor Information

Business Name M. W. Powell Company Mr. ANTHONY Roque Owner Address 3445 S. Lawndale Ave > Map This Address Chicago, IL 60623-5009

Phone 773-247-7438 Fax 773-247-7441

Email mwp151@sbcglobal.net

Website http://None

Certification Information

Certifying Agency City of Chicago

Certification Type **MBE - Minority Business Enterprise**

Certification Date 1/20/2017 Renewal Date 1/1/2018 **Expiration Date** 1/1/2020

Certified Business NAICS 238160 Corrugated metal roofing installation Description NAICS 238160 Galvanized iron roofing installation

NAICS 238160 Roofing contractors

NAICS 238160 Sheet metal roofing installation

Commodity Codes

Code Description NAICS 238160 Corrugated metal roofing installation NAICS 238160 Galvanized iron roofing installation NAICS 238160 Roofing contractors

NAICS 238160 Sheet metal roofing installation

Additional Information

Print This Page Customer Support

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SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As Subcontractor, Subconsultant, anglor Material Supplier

Name of	Project:	South Loop	Elementary So	hool	*
Project N	iumber:	05035			
FROM:	Riteway Services	Huggins Con , Inc.	struction	upr X	wat
(Name of	MBE or WBE	3	the state of the s	MDE	THE TYPE COMPANIES AND ASSESSED ASSESSED.
TO:					
	son Consti Bidder)	uction .	and Public B	ullding Commissio •	on of Chicago
The unde	ersigned inten-	ds to perform work in	connection with t	nereler-evoda ep	ed project as (chack one):
		Golg Proprietor		X	a Òprporation
	<u>. </u>	i Parthershîp			_ a Joint Venture
Dimi, a Sc The under	ok de eleberk de el bendlere	nt Venture Affidavit, i	ion, in the case w s provided.	here the undersig	attached Letter of Centification, data ned is a Joint Venture with a mon-MBE/WB or supply the following descriped goods t
	Earl (was	hweek - le Havling	exca.val	lan, Bac	k fill, Trucking
Contract	rè-described : Documents.	\$ 5		2	with terms of payment as stipulated in th
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u> </u>			The state of the s

Date of Issue; 6/2/2017
PBG; Book 1_InstructionatoHiddera_SouthLoopElementallySchoolRenovation_01578
Respondents: Madison Construction
Proje 27 of 103

SCHEDULE C - Lefter of Intent from MBE/WBE (2 of 2) To Perform As

Date of Issue: 6/2/2017
PBC: Book 1_instructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

Subcontractor, Subconsultant, and/or Material Supplier

more space is needed to fully describe the MBE/WBE firm's projectional sheet(s). UB-SUBCONTRACTING LEVELS O	pe subjet to non-MBE/WBE contractors.
dditional sheet(s). UB-SUBCONTRACTING LEVELS O % of the dollar value of the MBE/WBE subcontract will % of the dollar value of the MBE/WBE subcontract will MBE/WBE subcontractor will not be sub-subcontracting any of the led in each blank above. If more than 10% percent of the value of ublet, a brief explanation and description of the work to be sublet me the Undersigned (Contractor) will enter into a formal agreement for execution of a contract with the Public Building Commission of Chica if a notice of Contract award from the Commission. dditionally, the Undersigned certifies to the best of its knowledge sed in the performance of this contract, meet the Agency requirer oficy, codes, state, federal or local laws, rules or regulations and he ther disciplinary action by any government agency. Additionally, information, it must immediately disclose it to the Commission. Y: Riteway-Huggins Construction Services, Inc. Name of MBE/WBE Firm (Print) Signatury Lurry Date Name of MBE/WBE Firm (Print) Name of WBE/WBE Firm (Print) Name of Water States (Print) Name of Water States (Print)	pe subjet to non-MBE/WBE contractors.
% of the dollar value of the MBE/WBE subcontract wil % of the dollar value of the MBE/WBE subcontract wil % of the dollar value of the MBE/WBE subcontract wil MBE/WBE subcontractor will not be sub-subcontracting any of the led in each blank above. If more than 10% percent of the value of the united explanation and description of the work to be sublet must be undersigned (Contractor) will enter into a formal agreement for execution of a contract with the Public Building Commission of Chical a notice of Contract award from the Commission. Idditionally, the Undersigned certifies to the best of its knowledge sed in the performance of this contract, meet the Agency requires colicy, codes, state, federal or local laws, rules or regulations and higher disciplinary action by any government agency. Additionally, information, it must immediately disclose it to the Commission. In the Commission of MBE/WBE Firm (Print) Signature of MBE/WBE Firm (Print) Name of MBE/WBE Firm (Print) Name of MBE/WBE Firm (Print)	
led in each blank above. If more than 10% percent of the value or ublet, a brief explanation and description of the work to be sublet must be ublet or work to be sublet must be undersigned (Contractor) will enter into a formal agreement for xecution of a contract with the Public Building Commission of Chical a notice of Contract award from the Commission. Idditionally, the Undersigned certifies to the best of its knowledge sed in the performance of this contract, meet the Agency requirer olicy, codes, state, federal or local laws, rules or regulations and his ther disciplinary action by any government agency. Additionally, information, it must immediately disclose it to the Commission. In the Commission of MBE/WBE Firm (Print) Signature of MBE/WBE Firm (Print) Name of MBE/WBE Firm (Print) Name of MBE/WBE Firm (Print) Name of MBE/WBE Firm (Print)	
Accution of a contract with the Public Building Commission of Chical a notice of Contract award from the Commission. I a notice of Contract award from the Commission. I a notice of Contract award from the Commission. I a notice of Contract award from the Commission. I a performance of this contract, meet the Agency requires olicy, codes, state, federal or local laws, rules or regulations and higher disciplinary action by any government agency. Additionally, information, it must immediately disclose it to the Commission. I a contract with the Public Building Commission of Chical Contract of the Commission of Chical Contract of the Commission. I a contract award from the Commission of Chical Contract of of Chical Chical Contract of Chical	the MBE/WBE subcontractor's scope of work will I
sed in the performance of this contract, meet the Agency requirer olicy, codes, state, federal or local laws, rules or regulations and hither disciplinary action by any government agency. Additionally, iformation, it must immediately disclose it to the Commission. Y: Riteway-Huggins Construction Services, Inc. Name of MBE/ WBE Firm (Print) July 6, 2017 Date 173-734-1600	the above work with the Bidder, conditioned upon o, and will do so within live (5) working days of recei
Riteway-Huggins Construction Services, Inc. Name of MBE/ WBE Firm (Print) July 6, 2017 Date Name of MBE/ WBE Firm (Print) Lurry Name of MBE/ WBE Firm (Print)	ents and have not violated eny City or Sister Agen we not been subject to any debarment, suspension
Riteway-Huggins Construction Services, Inc. Name of MBE/ WBE Firm (Print) July 6, 2017 Date Name of MBE/ WBE Firm (Print) Lurry Name of MBE/ WBE Firm (Print)	7 1
Name of MBE/ WBE Firm (Print) Signate 101y 6, 2017 Larry Date Name (173-734-1608	
Duly 6, 2017 Larry Date Name (173-734-1600	way baggers
Date Name (
773-734-1600	
	(Aut)
Phone /	
FAPPLICABLE: Y:	
oint Venture Partner (Print) Signatur	**************************************
Date Name (
Phone	int)
IOUR	

Respondents: _

Page 28 of 103



DEPARTMENT OF PROGUREMENT SERVICES CITY OF CHICAGO

APR 1 7 2014

Mr. Larry Huggins Riteway-Huggins Construction Services, Inc. 1030 East 87th Street Street Chicago, IL 60619

Dear Mr. Huggins:

We are pleased to inform you that Riteway-Huggins Construction Services, inc., has been recertified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 4/30/2019; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 4/30/2015, 4/30/2016, 4/30/2017, and 4/30/2018. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 4/30/2019. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 2/28/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

go.

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4764).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

236116 - Residential Construction, Multi-Family General Contractors

236118 - Remodeling and Renovating, Residential General Contractors

236210 - Industrial Building, Construction, General Contractors

235220 - institutional Building, Construction, General Contractors

237310 - Grading, Highway, Street, Road

662111 - Waste Hauling, Local, Non-Hazard

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,

Jamié L. Rhee 733 Ohief Procurement Officer

JLR/cm

North and court faith in any little of the



Vendor Information

Business Name Riteway-Huggins Construction Services, Inc.

Owner **Larry Huggins**

1030 East 87th Street Address Chicago, IL 60619-6314 > Map This Address

Phone 773-734-1600 773-374-8166 Fax

Email ritewayhuggins rhcs@yahoo.com Website www.ritewayhugginsconstruction.com

Certification Information

City of Chicago Certifying Agency

MBE - Minority Business Enterprise Certification Type

Certification Date 4/20/2017 4/30/2018 Renewal Date **Expiration Date** 4/30/2019

Certified Business

NAICS 236116 Residential construction, multifamily, general Description

contractors

NAICS 236118 Remodeling and renovating general contractors,

residential

NAICS 236210 Industrial building (except warehouses)

construction, general contractors

NAICS 236220 Institutional building construction general

contractors

NAICS 237310 Grading, highway, road, street and airport runway

NAICS 562111 Waste hauling, local, nonhazardous solid

Commodity Codes

Code	Description
NAICS 236116	Residential construction, multifamily, general contractors
NAICS 236118	Remodeling and renovating general contractors, residential
NAICS 236210	Industrial building (except warehouses) construction, general contractors
NAICS 236220	Institutional building construction general contractors
NAICS 237310	Grading, highway, road, street and airport runway
NAICS 562111	Waste hauling, local, nonhazardous solid

Customer Support

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SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	South Loop Elementary So	chool - New Construction	
Project Number:	05035		
FROM:			
Pagoda Electric &	Construction	MBE X WBE	
(Name of MBE or WBE)			
TO: Madison Const	ruction		
(Name of Bidder)	and Public Bu	uilding Commission of Chicago	
•			
The undersigned intends	to perform work in connection with th	he above-referenced project as (check one);	
a\$	Solo Proprietor	X a Corporation	
<u> </u>	artuerahip	a Joint Venture	
3/1/2018	s of the undersigned is confir . In addition, in the case wi Venture Affidavit, is provided.	irmed by the attached Letter of Certification, date there the undersigned is a Joint Venture with a non-MBE/WBI	i :
The undersigned is pre connection with the above		cribed services or supply the following described goods in	1
Electrical Subco	ntractor		
	·	ruction, Inc. (PECI) will be supplying and	
		xtures and controls (Div 26), electrical dist	'
(Div 26), commic	ations (Div 27), and secu	urity systems (Div 28).	
The above-described se Contract Documents.	ervices or goods are offered for the	o following price, with terms of payment as stipulated in the)
\$2,500,000.00			

Respondents: Madison Construction

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2)

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:		
If more space is needed to fully describe the MBE/WBE additional sheet(s).	firm's proposed scope of work and/or payment schedule, attach	
	contract will be sublet to non-MBE/WBE contractors.	
	g any of the work described in this Schedule, a zero (0) must be the value of the MBE/WBE subcontractor's scope of work will be e sublet must be provided.	
The Undersigned (Contractor) will enter into a formal agreexecution of a contract with the Public Building Commission of a notice of Contract award from the Commission.	eement for the above work with the Bidder, conditioned upon its on of Chicago, and will do so within five (5) working days of receipt	
used in the performance of this contract, meet the Agen- policy, codes, state, federal or local laws, rules or regulat	nowledge and belief that it, its principals and any subcontractors by requirements and have not violated any City or Sister Agency ions and have not been subject to any debarment, suspension or iditionally, if at any time the Contractor becomes aware of such sion.	
Pagoda Electric & Construction, Inc. Name of MBE/WBE Firm (Print) 7/10/17 Date 630-478-3918 Phone	Signature Martin Loredo Jr., COO Name (Print)	
IF APPLICABLE: BY:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MBE WBE Non-MBE/WBE	
Phone	more and the man to the little and	

Data of Issue: 8/2/2017
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

Respondents: Madissou Construction
Page 28 of 103



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

JUN I 8 2014

Dr. Vincent Mills Pagoda Electric & Construction, Inc. 9400 S. Cottage Grove Avenue Chicago, IL 60619-7720

Dear Dr. Mills:

We are pleased to inform you that Pagoda Electric & Construction, Inc. has been recertified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 03/01/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

it is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your film's annual No-Change Affidavit is due by 03/01/2015, 03/01/2016, and 03/01/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 03/01/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 01/01/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:



- · File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by faisely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s): 238210 - Electrical Contractors

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely.

Jamle L. Rhee 755 Chief Procurement Officer

JLR/sl

Washer Lifeting Mean



Vendor Information

Business Name Pagoda Electric & Construction, Inc.

Dr. Vincent Mills Owner Address 1728 Cornell Road Flossmoor, IL 60422 > Map This Address

Phone 708-263-9540 708-647-6368 Fax

Email smills@pagodaelectric.com

Certification Information

City of Chicago Certifying Agency

Certification Type MBE - Minority Business Enterprise

Certification Date 4/18/2017 3/1/2018 Renewal Date **Expiration Date** 3/1/2018

Certified Business

Description

NAICS 238210 Electrical contractors

Commodity Codes

Code Description

NAICS 238210 Electrical contractors

Customer Support

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SCHEDULE C - Letter of Intent from MBEAVBE (1 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	South Loop El	ementary School		
Project Number:	05035			
FROM: MCFCY1CY (Name of MBE or WBE)	re Dogla	553 COMP MBE		
TO:				
Madison Constru (Name of Bidder)	ıction	and Public Building C	ommission of Chicago	
The undersigned intend	s to perform work in a	evods enti nthe notice anco	e-referenced project as (check or	18);
a			a Corporation a Joint Venture	
The MBEWBE, state 2 1 20 firm, a Schodule B, Join	rs of the undersi 22 In addition I Venture Affidavit, is	ignad is confirmed in in, in the case where the provided.	by the elleched Letter of undersigned is a Joint Venture	Cedification, dated with a non-MBEAMBE
The undersigned is proconnection with the abor	epared to provide the	na following described s	ervices or supply the following	described goods in
Exterior	- Imprai	ements, L	<u>wodzabing</u>	an in the state of
The above described a Contract Documents.	. 1		ng price, with terms of paymen	-
144,893	0 M			
Date of Issue; 872/2017 PBC: Book 1_Instructionstolitifiers	. Bouithi.copElementervSci	Respons hootikenovalian C1678	den(s;	Page 27 of 103

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

If more space is needed to fully describe the MBE additional cheet(s).	WBE firm's proposed scope of work end/or paymant schedule, elt
	E subcontract will be sublet to non-MBE/WBE contractors. E subcontract will be sublet to MBE/WBE contractors,
if MBE/WBE subcontractor will not be sub-subcont filled in each blank above. If more than 10% perce subjet, a brief explanation and description of the wor	tracting any of the work described in this Schedule, a zero (0) most ent of the value of the MBEAWBE subcontractor's scope of work will rk to be subtet must be provided.
The Undersigned (Contractor) will enter into a form execution of a contract with the Public Building Com of a notice of Contract eward from the Commission.	nal agreemant for the above work with the Blidder, conditioned upon mission of Chicago, and will do so within five (5) working days of reco
used in the performance of this contract, meet the policy, codes, state, taderal or local laws, rules or n	of its knowledge and ballet that it, its principals and any subcontract Agency requirements and have not violated any City or Sister Age regulations and have not been subject to any debarment, suspension by. Additionally, it at any time the Contractor becomes aware of a munission.
	1//
BY:	
84: ICECUTANO DE DESTROS & COMO	cuies distrib
BY: CHOYLONG DODGES & COMPA Name of MBE/MBE Flym (Print)	Slonature
Ctarlone Dasaloss & Comp	Signalure Keur Phin Name (Print)
Name of MBEAMBE Flym (Phint) Date (30-525-5335	Signature Keure Paint
Name of MBEMBE Flum (Pint) Date (30-325-5335 Phono IF APPLICABLE:	Signature Keure Paint
CTCV (CARE DODICES & COMPA Name of MBE/MBE Flym (Final) Date (630-525-5335 Phone IF APPLICABLE: BY:	Signature Keurr Parim Neme (Print) Signature Name (Print)
CTCV (CARE DO MICES & COMPA Name of MBE/MBE Flym (Finil) Data (630-525-5335 Phono IF APPLICABLE: BY: Joint Venture Pertner (Prini)	Signature Keuse Paint Name (Paint) Signature
Name of MBE/WBE Flym (Finit) Data (630-525-5335 Phono IF APPLICABLE: BY: Joint Venture Pertner (Prinit) Data	Signature Keurr Parim Neme (Print) Signature Name (Print)
Name of MBE/WBE Flym (Finit) Data (630-525-5335 Phono IF APPLICABLE: BY: Joint Venture Pertner (Prinit) Data	Signature Keurr Parim Neme (Print) Signature Name (Print)



DEPARTMENT OF PROGUREMENT SERVICES CITY OF CHICAGO

FEB 1 6 2017

Douglas N. Glebel Nassaw/Douglass & Associates, Ltd., d/b/a McFarlane/Douglass and Co. 143 Tower Drive Burr Ridge, IL 60527

Dear Douglas N. Glebel;

We are pleased to inform you that Nassaw/Douglass & Associates, Ltd., d/b/a McFarlane/Douglass and Co. has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This (MBE) certification is valid until 2/1/2022; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filling your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 2/1/2018, 2/1/2019, 2/1/2020, and 2/1/2021. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Fallure to file your annual No-Change Affidavit may result in the suspension or resolution of your certification.

Your firm's five year certification will expire on 2/1/2022. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 12/1/2021.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Fallure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.



Nassaw/Douglass & Associates, Ltd., d/b/a McFarlane/Douglass & Co.

Page 2 of 2

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a (MBE) if you fail to:

• File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- · File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

561730 - Landscape contractors (except construction)

561730 - Landscape Installation services

541410 - Decorating consulting services, interior

Your firm's participation on City contracts will be credited only toward Minority-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Rich Buffer

First Deputy Procurement Officer

RB/II

(DX

SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	South Loop Elementary School
Project Number:	05035
FROM: LEDY COM	STRUCTION COMPLY MBE X WBE
(Name of MBE or WBE)	
TO:	
Madison Constru (Name of Bidder)	and Public Building Commission of Chicago
The undersigned intende	s to perform work in connection with the above-referenced project as (check one):
a.1	Sole Proprietor a Corporation
a:	•
	•
firm, a Schedule B, Joint The undersigned is pre connection with the above	• •
S. A01-14	-PLACE CONCRETE: HENT GREAL BY OTHERS. SHEAR WALL BY OTHERS.
KEINFOLCE	HEAT OFFELL BY OFFEES.
CONCRETES	SHEAL WALL DY OTHERS.
The above-described si Contract Documents. + 2,060,0	ervices or goods are offered for the following price, with terms of payment as stipulated in the 2000.00 (TXO MILLICY AND SIXTY PHOUSANE TOXIAS)

SCHEDULE C - Letter of Intent from MBEWBE (2 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:		
If more space is needed to fully describe the MBE/WBE additional sheet(s).	firm's proposed scope of work and/or payment schedule, attach	
	ontract will be sublet to non-MBE/WBE contractors. ontract will be sublet to MBE/WBE contractors.	
	any of the work described in this Schedule, a zero (0) must be the value of the MBE/WBE subcontractor's scope of work will be e sublet must be provided.	
	eement for the above work with the Bidder, conditioned upon its in of Chicago, and will do so within five (5) working days of recelpt	
used in the performance of this contract, meet the Agency policy, codes, state, federal or local laws, rules or regulati	nowledge and belief that it, its principals and any subcontractors by requirements and have not violated any City or Sister Agency ions and have not been subject to any debarment, suspension or iditionally, if at any time the Contractor becomes aware of suction.	
BY: LEXY CONSTRUCTION COMPANY	Japan	
Name of MBE/MBE Firm(Print)	Signature AIHE. GLERREYCI. Name (Print)	
IF APPLICABLE: BY:		
Joint Venture Partner (Print)	Signature	
Date	Name (Print) MBE WBE Non-MBE/WBE	



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

MAR 13 2015

Mr. Jaime H. Guerrero Leon Construction Company 1407 South 61st Avenue Cicero, IL 60804

Dear Jaime H. Guerrero:

We are pleased to inform you that Leon Construction Company, has been recertified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 3/1/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 3/1/2016, and 3/1/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 3/1/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 1/1/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fall to:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO, ILLINOIS 60602

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period:
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s)

238110 - Poured Concrete Foundation and Structure Contractors

238910 - Blasting, Building Demolition

238910 - Site Preparation Contractors

238990 - Concrete Sawing and Drilling (except demolition)

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely.

Jamle L. Rhee

Chief Procurement Officer

JLR/cm

St. Gir., Oar Taail Officastallis said



Vendor Information

Business Name Leon Construction Company

Owner Jaime H Guerrero

Address 1407 South 61st Avenue Cicero, IL 60804-1014 > Map This Address

Phone 708-656-6318 Fax 708-656-4770

Email leonconstruction@sbcglobal.net

Certification Information

Certifying Agency City of Chicago

Certification Type MBE - Minority Business Enterprise

Certification Date 2/10/2017 Renewal Date 3/1/2018 **Expiration Date** 3/1/2018

Certified Business

Description

NAICS 238110 Poured Concrete Foundation and Structure

Contractors

NAICS 238910 Blasting, building demolition

NAICS 238910 Site Preparation Contractors (Wrecking,

Demolition, and Excavation)

NAICS 238990 Concrete sawing and drilling (except demolition)

Commodity Codes

Code Description NAICS 238110 Poured Concrete Foundation and Structure Contractors NAICS 238910 Blasting, building demolition NAICS 238910 Site Preparation Contractors NAICS 238990 Concrete sawing and drilling (except demolition)

Customer Support

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SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	South Loop Elementary School		
Project Number:	05035		
FROM:			
Toro Construction Co (Name of MBE or WBE)	orp.	MBE X	WBE
TO:			
Madison Construction (Name of Bidder)	and Public Buil	ding Commission	of Chicago
The undersigned intends	s to perform work in connection with the	above-reference	ed project as (check one):
	Sole Proprietor	X	_a Corporation
a l	Partnership	4/144	_a Joint Venture
07/15/2020	s of the undersigned is confirm	ned by the a ere the undersign	atlached Letter of Certification, dated ed is a Joint Venture with a non-MBE/WBE
The undersigned is pro- connection with the above		ibed services or	supply the following described goods in
Carpentry, drywall as	sembly, acoustic ceilings and batt in	nsulation.	
The above-described so Contract Documents.	ervices or goods are offered for the	iollowing price, v	vith terms of payment as stipulated in the
\$2,800,000			All the state of t

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

PARTIAL PAY ITEMS

For any of the ebove items that are partial pay items, specifically describe the work and subcontract dollar amount:		
If more space is needed to fully describe the MBE/WBE fadditional sheet(s).	Irm's proposed scope of work end/or payment schedule, ettach	
	ontract will be sublet to non-MBEWBE contractors. ontract will be sublet to MBEWBE contractors.	
	any of the work described in this Schedule, a zero (0) must be ne value of the MBE/WBE subcontractor's scope of work will be sublet must be provided.	
The Undersigned (Contractor) will enter into a formal agreexecution of a contract with the Public Building Commission of a notice of Contract award from the Commission.	nement for the above work with the Bidder, conditioned upon its n of Chicago, and will do so within five (5) working days of receipt	
used in the performance of this contract, meet the Agency policy, codes, state, federal or local laws, rules or regulation	owledge and belief that it, its principals and any subcontractors y requirements and have not violated any City or Sister Agency ons and have not been subject to any department, suspension or ditionally, if at eny time the Contractor becomes aware of such on.	
BY: Toro Construction Corp Name of MBE/WBE Firm (Print) 07/20/2017 Date (773) 306-0554 Phone IF APPLICABLE: BY:	Signature Socorro Vazquez Name (Print)	
Joint Venture Partner (Print) Date Phone	Signature Neme (Print) MBE WBE Non-MBE/WBE	

Respondent: Madison Construction

Date of Issue: 6/7/2017
PBC: Book 1_InstructionstoBidders_DoreElementarySchoolNewConstruction_C1577



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CRICAGO

JUL 2 1 2015

Socorro Vazquez Toro Construction Corp. 4556 W. 61st Street Chicago, IL 60415

Dear Socorro Vazquez:

We are pleased to inform you that Toro Construction Corp. has been certified as a Minority-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBEcertification is valid until 7/15/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 7/15/2016, 7/15/2017, 7/15/2018, and 7/15/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 7/15/2020. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 5/15/2020.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

DE NORTH LASAULE STREET, ROOM SIG, CHICAGO O LINOIS 60002

Please note - you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

236220 - Commercial and Institutional Building Construction

238310 - Drywall Contractors

238350 - Finish Carpentry Contractors

Your firm's participation on City contracts will be credited only toward Minority-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamle L. Rhee

Chief Procurement Officer

JLR/80

Manday Indonesian



Vendor Information

Toro Construction Corp. **Business Name**

Ms. Socorro Vazquez Owner

Address 4556 W 61st Chicago, IL 60629 > Map This Address

773-306-0554 Phone 773-306-0050 Fax

info@toroconstructioncorp.com Email

Website http://N/A

Certification Information

City of Chicago Certifying Agency

Certification Type **MBE - Minority Business Enterprise**

Certification Date 6/14/2017 Renewal Date 7/15/2018 **Expiration Date** 7/15/2020

Commercial and Institutional Building Construction (Remove) Certified Business

Drywall and Insulation Contractors (Remove) Description

Finish Carpentry Contractors (Remove)

Commodity Codes

Code Description

NAICS 236220 Commercial and Institutional Building Construction

NAICS 238310 Drywall and Insulation Contractors

Finish Carpentry Contractors NAICS 238350

Customer Support

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SCHEDULE C • Letter of Intent from MBE/WBE (1 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

South Loop Elementary School Name of Project: 05035 Project Number: FROM tractors LL (MBE N WBE X) TO: Madison Construction and Public Building Commission of Chicago (Name of Bidder) The undersigned intends to perform work in connection with the above-referenced project as (check one) a Sole Proprietor a Corporation a Partnership a Joint Venture The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 07/15/2022. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B Joint Venture Affidavit, is provided. The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project. The above-described services or goods are offered for the following price, with terms of payment as stipulated in the

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

Date of Issue 6/2/2017
PBC Book 1_instructionst/Bidders_SouthLoopElementarySchoolRenovation_C1578

PARTIAL PAY ITEMS For any of the above items that are partial pay items, speci	ically describe the work and	d subcontract do	allar amount:
IEARLEY INSULATION	-		800.00
The state of the s			
If more space is needed to fully describe the MBE/WBE additional sheet(s).	irm's proposed scope of w	ork and/or payr	ment schedule, attach
SUB-SUBCONTRACTING LEVELS % of the dollar value of the MBE/WBE subcomposition % of the dollar value of the MBE/WBE subcomposition.			
If MBE/WBE subcontractor will not be sub-subcontracting filled in each blank above. If more than 10% percent of t sublet, a brief explanation and description of the work to be	ne value of the MBE/WBE		
The Undersigned (Contractor) will enter into a formal agreexecution of a contract with the Public Building Commission of a notice of Contract award from the Commission.			
Additionally, the Undersigned certifies to the best of its kr used in the performance of this contract, meet the Agenc policy, codes, state, federal or local laws, rules or regulati- other disciplinary action by any government agency. Ad information, it must immediately disclose it to the Commiss	y requirements and have n ons and have not been sub ditionally, if at any time the	ot violated any ject to any deba	City or Sister Agency irment, suspension o
BY Carces Contractors, LLC Name of MBE WBE Firm (Brint) Date 7736266468 Phone	Signature COC Name (Print)	Mar	inion .
IF APPLICABLE: BY:			
Joint Venture Partner (Print)	Signature		
Date	Name (Print) MBE WBE Nor	-MRF/WRF	O-PAN-AMA
Phone	1100 (10)		•

Respondents:

Page 28 of 103



Elda Mannion Garces Contractors, LLC 5423 W. Division St. Chicago, IL 60651

Dear Elda Mannion:

We are pleased to inform you that Garces Contractors, LLC has been recertified as a Minority-Owned Business Enterprise ("MBE") and Women-Owned Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE/WBE certification is valid until 7/15/2022; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 7/15/2018, 7/15/2019, 7/15/2020, and 7/15/2021. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 7/15/2022. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 5/15/2022.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note -- you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE if you fail to:

File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period:
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s):

221310 - Irrigation system operation

221310 - Water supply systems

237110 - Water and Sewer Line and Related Structures Construction

238220 - Plumbing Contractors (expansion)

238910 - Site Preparation Contractors

Your firm's participation on City contracts will be credited only toward Minority-Owned Business Enterprise and Women-Owned Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely.

Rich Butler

16-5137

First Deputy Procurement Officer

RB/nw

SCHEDULE C - Letter of Intent from MBE/WBE To Perform As Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH BID

Name of Project: PBC South Loop Elementary Sc	NOO!
Project Number: 05035	
FROM:	
Continental Painting and Decorating, Inc. (Name of MBE or WBE)	MBE X WBE
то:	
Madison Construction (Name of General Bidder)	and Public Building Commission of Chicago
The undersigned intends to perform work in connection wi	th the above-referenced project as (check one):
a Sole Proprietor	a Corporation
a Partnership	a Joint Venture
The MBE/WBE status of the undersigned is confirmed 7/15/2018. In addition, in the case non-MBE/WBE firm, a Schedule B, Joint Venture Affiday.	by the attached Letter of Certification, dated where the undersigned is a Joint Venture with a it, is provided.
The undersigned is prepared to provide the following desc goods in connection with the above-named project. Painting	
The above-described services or goods are offered for stipulated in the Contract Documents, \$204,995	the following price, with terms of payment as

SCHEDULE C - Letter of Intent from MBE/WBE To Perform As Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)

PARTIAL PAY ITEMS

For any of the above items that are partial pay items amount: N/A	s, specifically describe the work and subcontract dolla
If more space is needed to fully describe the MBE schedule, attach additional sheet(s).	/WBE firm's proposed scope of work and/or paymen
SUB-SUBCONTRACTING LEVELS	
0 % of the dollar value of the MBE/WBE sub	contract will be sublet to non-MBE/WBE contractors.
	contract will be sublet to MBE/WBE contractors.
zero (0) must be filled in each blank above. If me	tracting any of the work described in this Schedule, a one than 10% percent of the value of the MBE/WBE f explanation and description of the work to be suble
The undersigned will enter into a formal agreer conditioned upon its execution of a contract with the so within five (5) working days of receipt of a notice By:	nent for the above work with the General Bidder Public Building Commission of Chicago, and will do of Contract award from the Commission.
Continental Painting and Decorating, Inc.	Helly He
Name of MBE/WBE Firm (Print) 7/25/17	Signature Holly Hacker, Vice President
Date 312-225-6100	Name (Print)
Phone	•
IF APPLICABLE: By:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	



DEPARTMENT OF PROCUREMENT SERVICES

AUG 0 2 2013

CITY OF CHICAGO

Hugh Williams
Continental Painting and Decorating, Inc.
2255 South Wabash Ave
Chicago, Illinois 60616

Dear Mr. Williams:

We are pleased to inform you that Continental Painting and Decorating, Inc. has been recertified as a Minority Business Enterprise ("MBE") by the City of Chicago ("City"). This MBE certification is valid until 07/15/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filling your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 07/15/2014, 07/15/2015, 07/15/2016, and 07/15/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 07/15/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 05/15/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jall for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s): 238320 – Painting and Wall Covering Contractors

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,

Jamie L. Rhee

Chief Procurement Officer

JLR/vlw

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โรส เลสเปลดเกา โลนส์เกลานาสเสน์ส์เวลม



Vendor Information

Business Name Continental Painting and Decorating, Inc.

Owner **Hugh Williams**

Address 2255 South Wabash Ave.

> Map This Address Chicago, IL 60616

Phone 312-225-6100 312-225-6160 Fax

Email cwilliams@continentalpainting.com Website http://www.continentalpainting.com

Certification Information

Certifying Agency City of Chicago

Certification Type **MBE - Minority Business Enterprise**

Certification Date 7/31/2016 Renewal Date 8/15/2017 **Expiration Date** 7/15/2018

Certified Business

Description

NAICS 238320 Painting & Wall Covering Contractors

Commodity Codes

Code Description

NAICS 238320 Painting and Wall Covering Contractors

Customer Support

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SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier South Loop Flementary School

	Name of Project:	South Loop Elementary School					
	Project Number:	05035					
	Wolf Mechanical Industries, Inc. MBE WBE X (Name of MBE or WBE)						
	TO:						
	Madison Co	onstruction and	d Public Building Cor	nmission of Chicago			
	(Name of Bidder)		•	-			
The	undersigned intends to	perform work in connection with t	-	• •			
		_ a Sole Proprietor	X	a Corporation			
	Additional to the same of the	_ a Partnership		a Joint Venture			
The	undersigned is prepare the above-named proj	e Affidavit, is provided. ed to provide the following describe ect. work including air fans and duct wo!	handling un				
	above-described servi uments.	ces or goods are offered for the foll	•	s of payment as stipulated in the	e Contrect		
		\$1,861,300	0.00				
				,			

SCHEDULE C - Letter of Intent from MBE/WBE (2 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

Phone

PARTIAL PAY ITEMS					
For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:					
Test and Balance - \$33,100.00 - Controlled Environment					
Temperature Controls - \$290,000 - JCl					
If more space is needed to fully describe th schedule, attach additional sheet(s).	e MBE/WBE firm's proposed scope of work and/or paymen				
SUB-SUBCONTRACTING LEVELS 17.38 % of the dollar value of the MBE/M	/BE subcontract will be sublet to non-MBE/WBE contractors. /BE subcontract will be sublet to MBE/WBE contractors.				
must be filled in each blank above. If more th	ontracting any of the work described in this Schedule, a zero (0) and 10% percent of the value of the MBE/WBE subcontractor's and description of the work to be sublet must be provided.				
	ormal agreement for the above work with the Bidder, conditioned Building Commission of Chicago, and will do so within five (5) ward from the Commission.				
subcontractors used in the performance of this any City or Sister Agency policy, codes, state, subject to any debarment, suspension or other	poest of its knowledge and belief that it, its principals and any contract, meet the Agency requirements and have not violated, federal or local laws, rules or regulations and have not beer disciplinary action by any government agency. Additionally, if a information, it must immediately disclose it to the Commission.				
BY:					
Wolf Mechanical Industries, Inc Name of MBE/WBE Firm (Print) July 25, 2017	Cincly McCarty Signature Clody McCarty				
Date 847-540-2059 Phone	Name (Print)				
IF APPLICABLE: BY:					
Joint Venture Partner (Print)	Signature				
Date	Name (Print) MBE WBE Non-MBE/WBE				



DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

NOV 2 1 2013

Cynthia McCarthy Wolf Mechanical Industries, Inc. 1192 Heather Drive Lake Zurich, IL 60047

Dear Ms. McCarthy:

We are pleased to inform you that Wolf Mechanical Industries, Inc. has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 11/01/2018; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligient in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 11/01/2014, 11/01/2015, 11/01/2016, and 11/01/2017. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 11/01/2018. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 09/01/2018.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be flable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

File your annual No-Change Affidavit within the required time period;

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- · File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's inspector General at chicagoinspectorgeneral.org, or 868-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s): 238220 - Ventilating Contractors

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your Interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,

Jamle L. Rhee Control Officer

JLR/gc

V enten halvara diene



Vendor Information

Business Name Wolf Mechanical Industries, Inc.

Owner **Cindy Mccarthy**

Address 1192 Heather Drive

Lake Zurich, IL 60047-6707 > Map This Address

847-540-2059 Phone 847-540-2071 Fax

cmccarty@wolfmechanical.com Email Website http://www.wolfmechanical.com

Certification Information

City of Chicago Certifying Agency

Certification Type WBE - Women Business Enterprise

Certification Date 11/10/2016 Renewal Date 11/1/2017 **Expiration Date** 11/1/2018

Certified Business

Description

NAICS 238220 Ventilating contractors

Commodity Codes

Code Description

NAICS 238220 Ventilating contractors

Customer Support

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SCHEDULE C - Letter of Intent from MBENVBE (1 of 2) To Perform As Subcontractor, Subconsultant, and/or Material Supplier

Name of Project:	South Loop Elementary School		
Project Number:	05035		
FROM:			
JADE Carpentry Co (Name of MBE or WBE)	ontractors, Inc.	MBE WBE X	
TO:			
Madison Constru (Name of Bidder)		nd Public Building Commission of Chicago	
The undersigned intends	to perform work in conne	ction with the above-referenced project as (check one);	
a S	ole Proprietor	a Corporation	
a P	artnership	a Joint Venture	
9/1/2017 firm, a Schedule B, Joint \	In addition, in Venture Affidavit, is provi pared to provide the fo	I to confirmed by the attached Letter of Certification, deted the case where the undersigned is a Joint Venture with a non-MBE/WBE ded. Nowing described services or supply the following described goods in	
	furnish & install n	nillwork	
The above-described ser Contract Documents.		red for the following price, with terms of payment as stipulated in the	
Magnetic Market School (1984)	and the second of the second o		

SCHEDULE C - Letter of intent from !#BE/WBE (2 of 2) To Perform As Bubcontractor, Subconsultant, and/or Material Supplier

For any of the above Items that are partial pay Items	e, specifically describe the work and subcontract doller amount:
if more space is needed to fully describe the MBE additional sheet(e).	WBE firm's proposed scope of work and/or payment schedule, attach
	E subcontract will be sublet to non-MBE/WBE contractors. E subcontract will be outlet to MSE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subcontified in each blank above. If more than 10% perception, and description of the world the substitution of the	tracting any of the work described in this Schedule, a zero (0) must be ent of the value of the MBEWBE subcontractor's scope of work will be rk to be sublet must be provided.
The Undersigned (Contractor) will enter into a form execution of a contract with the Public Building Com of a notice of Contract award from the Commission.	nel agreement for the above work with the Bidder, conditioned upon its uniseion of Chicago, and will do so within five (5) working days of receipt
used in the performance of this contract, meet the policy, codes, state, federal or local laws, rules or n	of its knowledge and belief that it, its principals and any subcontractors Agency requirements and have not violated any City or Sister Agency egulations and have not been subject to any debarment, suspension or by. Additionally, it at any time the Contractor becomes aware of such symmission.
BY:	and and
JADE Carpentry Contractors, Inc.	Christoft DE SMILLS
Name of MBE/WBE Firm (Print) 7/24/2017	Signature Judith DeAngelo
Date	Name (Print)
773-594-1600 Phone	
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	MDC 188C NOITMBELTIDE

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Data of laute: 6/2/2017
PBC: Book __InstructionatoBiddera_SouthLoopElementarySchoolRenovation_C1578



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 1 0 2014

Judith DeAngelo Jade Carpentry Contractors, Inc. 6575 N. Avondale Avenue Chicago, IL 60631

Dear Ms. DeAngelo:

We are pleased to inform you that Jade Carpentry Contractors, Inc. has been recertified as a Women Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 09/01/2017; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 09/01/2014, 09/01/2015, and 09/01/2016. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Fallure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on 08/01/2017. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 07/01/2017.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22. "Faise Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a WBE if you fail to:

File your annual No-Change Affidavit within the required time period;



- Provide financial or other records requested pursuant to an audit within the required time period:
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in cartification, bidding and/or contractual fraud or abuse, the City will pursue descrification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jall for a period not to exceed six months, or a fine of not less than \$6,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code(s): 238130 - Carpentry Contractors 238350 - Millwork Installation

Your firm's participation on City contracts will be credited only toward Women Business Enterprise goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely.

Nief Procurement Officer

JLR/el

World of hatermanifers



Vendor Information

Business Name JADE Carpentry Contractors, Inc.

Owner Ms. Judith DeAngelo
Address 145 Bernice Drive
> Map This Address Bensenville, IL 60106

Phone 773-594-1600 Fax 773-594-0442

Email <u>judydeangelo@jadecarpentry.com</u>
Website <u>http://www.jadecarpentry.com</u>

Certification Information

Certifying Agency City of Chicago

Certification Type WBE - Women Business Enterprise

 Certification Date
 10/31/2016

 Renewal Date
 9/1/2017

 Expiration Date
 9/1/2017

Certified Business NAICS 238130 Carpentry Contractors
Description NAICS 238350 Millwork installation

Commodity Codes

Code Description

NAICS 238130 Carpentry Contractors NAICS 238350 Millwork installation

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https://chicago.mwdbe.com/FrontEnd/VendorSearchPublicDetail.asp?XID=7203&TN=chicago&CID=E40150F108A32104E656E35BB0FC1713779501...

NOT APPLICABLE

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date:		
Public Richard 50 W. V	a E. Sánchez, Executive Director Building Commission of Chicago rd J. Daley Center Washington Street, Room 200 go, IL 60602	
Dear M	Ms. Sanchez:	
RE:	Contract No.	
	Project Title:	
provision certified the Mir	ions. The undersigned certifies that it/we has ad as MBE/WBE to perform work in this project,	med hereby requests a waiver/partial waiver from the MBE/WBE have been diligent in our attempt to identify potential subcontractors that such efforts have not been successful, and that it/we cannot mee oal. These efforts are described below and are consistent with the gram as detailed in Section 23.01.7 as follows:
Docum	nentation attached: yes no	
Based	on the information provided above, we request	consideration of this waiver request.
Sincere	rely,	
Signat	ure	
Print N	Name	
Title		
Name (of Firm	

Date of Issue: 6/2/2017 Respondents: Madison Construction Company

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

- 1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
- 3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Con	tract	or hereby certifies as follows:	O the Element of October 1 Post		
1.	This	s Disclosure relates to the following transaction: _	South Loop Elementary School Proje	ect	
	a,	Description of goods or services to be provided	under Contract		
		General Contracting		-	
2.	Nar	ne of Contractor: Madison Construction C	ompany	-	
3.	con	CH AND EVERY lobbyist retained or anticipat nection with the contract or lease is listed below.	Attach additional pages if necessary.	·	o or i
	Che	eck here if no such persons have been retained o	r are anticipated to be retained:X	-	
Reta	aineo	l Parties:			

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)		
		A COLUMN TO THE PARTY OF THE PA			
			1		

Date of Issue: 6/2/2017 Respondents: Madison Construction Company
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 32 of 103

- 4. The Contractor understands and agrees as follows:
 - The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
 - If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

let 5. Let	7/2/17
Signature	Date
Robert J. Kostelny	President
Name (Type or Print)	Title
Subscribed and sworn to before me this day of _July, 2017 Notary Public Beverly J. Cora Commission expires: January 20, 2020	(SEAL)

Respondents: Madison Construction Company Date of Issue: 6/2/2017 PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 33 of 103

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. C1578

Performance and Payment Bond BOND NO. SU1142211

Contract No. C1578

KNOW ALL MEN BY THESE PRESENTS, that we MADISON CONSTRUCTION COMPANY a Corporation organized and existing under the laws of the State of Illinois, with offices in the Village of Orland Park, State of Illinois, as Principal, and ARCH INSURANCE COMPANY a corporation organized and existing under the laws of the State of NEW JERSEY, with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of THIRTY-FOUR MILLION THREE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS AND NO CENTS (\$ 34,337,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated <u>July 11, 2017</u>, for the furnishing, fabrication, delivery and installation of:

South Loop Elementary School New Construction 1601 South Dearborn Street Chicago, Illinois 60616

In the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

PUBLIC BUILDING COMMISSION OF CHICAGO Contract No. C1578

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of <u>THIRTY-FOUR MILLION THREE HUNDRED</u>

<u>THIRTY-SEVEN THOUSAND DOLLARS AND NO CENTS</u> (\$ <u>34,337,000.00</u>) shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1578

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this , the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body. WITNESS: BY (Seal) Individual Principal Name (Seal) Individual Principal **Business Address** State CORPORATE SEAL MADISON CONSTRUCTION ATTEST: Corporate Principal

Harborside 3, 210 Hudson Street, Ste. 300 Jersey City, NJ 07311-1107 (312)601-4527 Business Address & Telephone

Secretary

Title

Arch Insurance Company

Corporate Surety

Presiden

Title

Title

Amy E. Callahan, Attorney-In-Fact

CORPORATE SEAL

FOR CLAIMS (Please Print):
Contact Name: Craig Tagliamonte

Business Address: Harborside 3, 210 Hudson Street, Ste. 300, Jersey City, NJ 07311

Telephone: 312-601-4527 Fax: 312-601-8491

The rate of premium of this Bond is \$ 14.40/9.60/7.80/7.20/6.60 per thousand. **
Total amount of premium charged is \$ 241,288.00

^{*} The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. The Commission will not accept a facsimile signature.

^{**} Must be filled in by the Corporate Surety.

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1578

BOND APPROVAL

ВУ	
Lori Ann Lypson, Secretary Public Building Commission of Chicago	-

CERTIFICATE AS TO CORPORATE SEAL

I, <u>Timothy Cahill</u>, certify that I am the Secretary of <u>Madison Construction Company</u>, corporation named as Principal in the foregoing performance and payment bond, that <u>Robert J. Kostelny</u> who signed on behalf of the Principal was then <u>President</u> said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 17th day of July, 2017

CORPORATE SEAL



	. 🖊	CKNOV	VLEDGMI	ENT BY SUR	ETY	
STATE OF Illinois		ss.				
County of Cook		5				
On this 11th	day of		July	,	2017	, before me personally
appeared Amy E. Callahan					, known to, m	e to be the Attorney-in-Fact of
Arch Incurence Company						
	and acknowle	dged to 1	ne that suc	n corporation e	executed the same.	, the corporatio
Arch Insurance Company that executed the within instrument, IN WITNESS WHEREOF, I have h year in this certificate first above wr	ereunto set my					









THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Amy E. Callahan and Peter S. Forker of Itasca, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Altorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

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Page 1 of 2

Printed in U.S.A.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 16th day of August, 2016.

Attested and Certified

Arch Insurance Company

CORPORATE SEAL 1971

David M. Finkelstein, Executive Vice President

Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

1, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

COMMONWEALTH OF FINNSYLVANIA

NOTARIAL SEAL

HELEN SZAFRAN, Notary Public

City of Philadalphia, Phila, County

My Commission Expires October 3, 2017

Helen Szafran, Notary Public My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated <u>August 16</u>, <u>2016</u> on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division 3 Parkway, Suite 1500 Philadelphia, PA 19102



Document Submittal Checklist

Two originals of the following documents are required at the time of bid opening. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

1	Contractor's Bid
2	Bid Guarantee
3	Acceptance of the Bid
4	Basis of Award (Award Criteria)
5	Unit Prices (If applicable)
6	Affidavit of Non-Collusion
7	Schedule B – Affidavit of Joint Venture (if applicable)
8	Schedule C – Letter of Intent from MBE/WBE
9	Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
10	Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
11	Proof of Ability to Provide Bond
12	Proof of Ability to Provide Insurance
13	General Contractor's License
14	Disclosure of Retained Parties (The apparent low and the apparent 2 nd low bidder must submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening).

Madison Construction Company

EXHIBIT #1 COOK COUNTY PREVAILING WAGE FOR JULY 2015

(Current as of June 1, 2017 per Cook County Prevailing Wage Rates website – No updates since July 2015)
(See explanation of column headings at bottom of wages)

		(See	ex	planation o	of column h	neadings	at bot	tom of	wages)		-	,
Trade Name	RG			Base	FRMAN N				H/W	Pensn	Vac	Trng
	==	===	=			====		===	=====			
ASBESTOS ABT-GEN		ALL		39,400	39,950	1,5	1.5	2.0	13,98	10.72	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0			6.970			
BRICK MASON		BLD		43.780	48.160	1.5			10.05			
CARPENTER		ALL			46.350				11.79			
CEMENT MASON		ALL			45.750				13.05			
CERAMIC TILE FNSHER		BLD		36.810	0.000				10.55			
COMM. ELECT.		BLD			42.800				8.670			
ELECTRIC PWR EQMT OP		ALL			51.100				10.76			
ELECTRIC PWR GRNDMAN		ALL			52.500				8.630			
ELECTRIC PWR LINEMAN		ALL			52.500				11.06			
ELECTRICIAN		ALL			48.000				13.83			
ELEVATOR CONSTRUCTOR		BLD			57.150				13.57			
FENCE ERECTOR		ALL			39.340				13.05			
GLAZIER		BLD			42.000				13.14			
HT/FROST INSULATOR		BLD			50.950				11.47			
IRON WORKER		ALL			46.200				13.65			
LABORER		ALL			39.950				13.98			
LATHER		ALL			46.350				11.79			
MACHINIST		BLD			47.850				7.260			
MARBLE FINISHERS		ALL			34.320				10.05			
MARBLE MASON		BLD			47.330				10.05			
MATERIAL TESTER I		ALL		29.200	0.000				13.98			
MATERIALS TESTER II		ALL		34.200	0.000				13.98			
MILLWRIGHT		ALL			46.350				11.79			
OPERATING ENGINEER					52.100				17.55			
OPERATING ENGINEER					52.100				17.55			
OPERATING ENGINEER					52.100				17.55			
OPERATING ENGINEER					52.100				17.55			
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0			17.55			
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0			17.55			
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT	1	53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1,250
OPERATING ENGINEER		FLT	2	52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER					53.600		1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	4	38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	5	55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		FLT	6	35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5			17.55			
OPERATING ENGINEER		HWY	5	41.100	50.300	1,5			17.55			
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1,5	2.0	17.55	12.65	1,900	1.250
OPERATING ENGINEER					50.300				17.55			
ORNAMNTL IRON WORKER		ALL			47.500				13.55			
PAINTER		ALL			46.500				11.50			
PAINTER SIGNS		BLD			38.090				2.600			
PILEDRIVER		ALL			46.350				11.79			
PIPEFITTER		BLD			49.000				9.000			
PLASTERER		BLD			46.040				13.05			
PLUMBER		BLD			48.650				13.18			
ROOFER		BLD			44.000				8.280			
SHEETMETAL WORKER		BLD			45.610				10.53			
SIGN HANGER		BLD			33.810				4.850			
SPRINKLER FITTER		BLD			51.200				11.75			
STEEL ERECTOR		ALL			44.070				13.45			
DIBEL ERECTOR		VIII		42.070	34.070	2.0	2.0	2.0	13,43	19.09	0.000	0.330

Date of Issue: 6/2/2017 Respondents: Madison Construction Company

PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

```
43.780 48.160 1.5 1.5 2.0 10.05 14.43 0.000 1.030
STONE MASON
                        BLD
SURVEY WORKER
                    -->NOT IN EFFECT
                                        ALL 37.000 37.750 1.5 1.5 2.0 12.97 9.930
0.000 0.500
TERRAZZO FINISHER
                        BLD
                              38.040 0.000 1.5
                                                 1.5 2.0 10.55 11.22 0.000 0.720
                             41.880 44.880 1.5 1.5 2.0 10.55 12.51 0.000 0.940 43.840 47.840 1.5 1.5 2.0 10.55 11.40 0.000 0.990
TERRAZZO MASON
                        BLD
TILE MASON
                        _{\mathrm{BLD}}
                      HWY 32.750 34.350 1.5 1.5 2.0 6.550 6.450 0.000 0.500
TRAFFIC SAFETY WRKR
TRUCK DRIVER E ALL 1 35.480 35.680 1.5 1.5 2.0 8.350 10.50 0.000 0.150
                   E ALL 2 34.100 34.500 1.5 1.5 2.0 8.150 8.500 0.000 0.150
TRUCK DRIVER
                    E ALL 3 34.300 34.500 1.5 1.5 2.0 8.150 8.500 0.000 0.150
TRUCK DRIVER
TRUCK DRIVER
                                                  1.5 2.0 8.150 8.500 0.000 0.150
                    E ALL 4 34.500 34.500 1.5
W ALL 1 35.600 35.800 1.5
TRUCK DRIVER
                                                  1.5 1.5 8.250 9.140 0.000 0.150
                    W ALL 2 32.700 33.100 1.5 1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                    W ALL 3 32.900 33.100 1.5 1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                   W ALL 4 33.100 33.100 1.5 1.5 2.0 6.500 4.350 0.000 0.000
TRUCK DRIVER
                        BLD 43.800 44.800 1.5 1.5 2.0 8.280 13.49 0.000 0.670
TUCKPOINTER
```

Legend: RG (Region) TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers) C (Class) Base (Base Wage Rate) FRMAN (Foreman Rate) M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri. OSA (Overtime (OT) is required for every hour worked on Saturday)

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

H/W (Health & Welfare Insurance)

Pensn (Pension) Vac (Vacation) Trng (Training)

Explanations

COOK COUNTY

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

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

EXPLANATION OF CLASSES

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

CERAMIC TILE FINISHER

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

Respondents: Madison Construction Company Date of Issue: 6/2/2017 Page 40 of 103 products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

- Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic Class 1. Dredge).
- Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.
- Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.
- Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator.
- Class 5. Friction or Lattice Boom Cranes.
- Class 6. ROV Pilot, ROV Tender

SURVEY WORKER - Operated survey equipment including data collectors, G.P.S. and robotic instruments, as well as conventional levels and transits.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

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

- Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.
- Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.
- Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.
- Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I".

Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

EXHIBIT #2 INSURANCE REQUIREMENTS C1578 - SOUTH LOOP ELEMENTARY SCHOOL NEW CONSTRUCTION

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public **Building Commission.**

INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability (Primary and Umbrella)

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago (the User Agency) and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 0704 and CG2037 0704. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago (the User Agency), and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

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

Contractors Pollution Liability 4)

Contractors Pollution coverage is required with limits of not less than \$5,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

Respondents: Madison Construction Company Date of Issue: 6/2/2017

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein. Subcontractors performing environmental work for Contractor must maintain limits of not less than \$2,000,000 per occurrence.

5) Professional Liability

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

6) Builders Risk/Installation Floater

Contractor must provide All Risk Builders Risk or Installation Floater insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site-work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written** permission of the Public Building Commission, even if the Project has been put to its intended use.

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if any insurance policy has an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach

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of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the Board of Education of the City of Chicago and any other entity as required by the Public Building Commission of Chicago.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago, the Board of Education of the City of Chicago and any other entity as required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Contractor under the Contract.

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

If contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

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

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

Contractor must submit the following at the time of award:

- Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
- All required endorsements including the CG2010 and CG2037

The Public Building Commission reserves the right to modify, delete, alter or change these requirements.

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CERTIFICATE OF LIABILITY INSURANCE



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLD	DER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED the terms and conditions of the policy, certain policies may require	D, the policy(ies) must be	e endorsed. tement on th	If SUBROGATIO	N IS WAIVED	o, subject to	
certificate holder in lieu of such endorsement(s).							
PRODUCER	NAME:						
Esser Hayes Insurance 1811 High Grove, Suite 139	PHONE (A/C, No	PHONE [AIC, No, Ext): 630-355-2077 FAX [AIC, No]: 630-355-7996					
Naperville IL 60540-9100	E-MAIL ADDRES	E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE					
		INSURER A : National Fire Ins Co of Hartford 20478					
INSURED MADIS-3	1	INSURER B: Continental Insurance Co. 35289					
Madison Construction Co. 15657 S 70th Court		INSURER C: Valley Forge Insurance Company 20508					
Orland Park IL 60462		INSURER D : Columbia Casualty Company 31127					
	INSURE				<u> </u>	-	
CENTIFICATE NUMBER, 15139	INSURE	RF:		DEVICION MUM	DED.		
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If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLIC	CY LIMIT \$1,00	0,000	
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PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSUREDS OF THE PUBLIC BUILDING COMMISSION OF CHICAGO; THE CI	N GENERAL TY OF CHIC	. LIABILITY, AGO: THE	AUTO LIA BOARD OF	EDUCATION O	ELUTION LI F THE CITY	ABILITY:	
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PUBLIC BUILDING COMMISSION PROCUREMENT DEPARTMENT RICHARD J. DALEY CENTER Approved by RAD	THE	EXPIRATIO	N DATE TH	DESCRIBED POLICI EREOF, NOTICE CY PROVISIONS.			
50 W. WASHINGTON ST. ROOM 200 CHICAGO IL 60602	AUTHO	AUTHORIZED REPRESENTATIVE Say R. January					

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

CNA75079XX (1-15) Page 1 of 2 Policy No: 6045947498 Endorsement No:

Effective Date: 03/14/17



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

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

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

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

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

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

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

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

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

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

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (1-15) Page 2 of 2 Policy No: 6045947498 Endorsement No:

Effective Date: 03/14/17 Insured Name:



Pag	PATE(MM/DD/YYYY)
100	7/21/2017

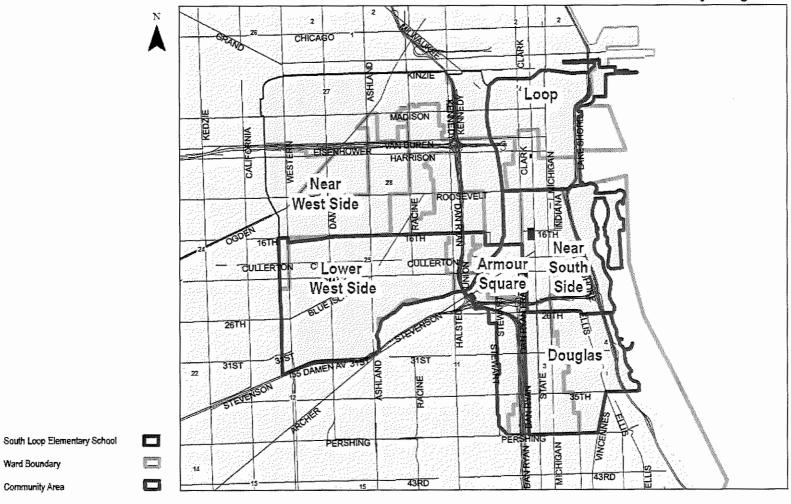
EVIDENCE OF PROPERTY INSURANCE THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PHONE (A/C, No, Ext); 630-355-2077 Hanover Insurance Company Esser Hayes Insurance Group PO Box 890678 1811 High Grove, Suite 139 Charlotte NC 28289-0678 Naperville, IL 60540-9100 FAX (A/C, No):630-355-7996 CODE: SUB CODE: AGENCY CUSTOMER ID #: MADIS-3 POLICY NUMBER LOAN NUMBER INSURED IHCD238278 Madison Construction Co. 15657 S 70th Court EFFECTIVE DATE EXPIRATION DATE Orland Park, IL 60462 CONTINUED UNTIL 08/01/2017 06/15/2019 TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED: 7/18/2017 PROPERTY INFORMATION LOCATION/DESCRIPTION RE: #17-018-MC/South Loop Elementary School, 1601 S. Dearborn Street, Chicago, IL THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. COVERAGE INFORMATION AMOUNT OF INSURANCE DEDUCTIBLE COVERAGE / PERILS / FORMS 5,000 Builders Risk, Special Form 34.337.000 5,000 5,000 Soft Costs 1,500,000 Property in Transit Property in Temporary Storage or Off Site Fabrication 1,000,000 5,000 1,000,000 Earthquake Coverage 25,000 5,000,000 Flood Coverage 5,000,000 25,000 Permission to Occupy Included Equipment Breakdown Included REMARKS (Including Special Conditions) Named Insureds Include: The Public Building Commission of Chicago and the Board of Education of the City of Chicago (EVID/BR) #17-018-MC/South Loop Elementary School CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS MORTGAGEE ADDITIONAL INSURED Named Insured LOSS PAYEE Public Building Commission of Chicago - Richard LOAN # J. Daley Center 50 W. Washington Street Room 200 AUTHORIZED REPRESENTATIVE Chicago IL 60602 R. schemen

ACORD 27 (2009/12)

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EXHIBIT #3 PROJECT COMMUNITY AREA MAP

South Loop Elementary School **Community Hiring Areas**



Date of Issue: 6/2/2017

Madison Construction Company Respondents:



Assist agencies are comprised of chambers of commerce and not-for-profit agencies that represent the interests of small, minority- and/or women-owned businesses.

CHATHAM BUSINESS ASSOCIATION: SMALL **BUSINESS DEVELOPMENT, INC.**

800 E 78th St Chicago, IL 60619

Melinda Kelly

melindakelly@cbaworks.org (773) 994-5006 cbaworks.org

CONSTRUCTION BUSINESS **DEVELOPMENT CENTER**

202 S Halsted St Chicago Heights, IL 60411

Paul Murtagh

pmurtagh@prairiestate.edu (708) 709-3592 prairiestate.edu

ILLINOIS BLACK CHAMBER OF COMMERCE

411 Hamilton Blvd, #1404 Peoria, IL 61602

Kenyatta Fisher

larryivory@illinoisblackchamber.org (309) 740-4430 illinoisblackchamber.org

RAINBOW/PUSH COALITION

930 E 50th St Chicago, IL 60615

John Mitchell

imitchell@rainbowpush.org (773) 256-2766 rainbowpush.org

CHICAGO URBAN LEAGUE

4510 S Michigan Ave Chicago, IL 60653

Jason Johnson

ijohnson@ thechicagourbanleague.org (773) 451-3547 thechicagourbanleague.org

FEDERATION OF WOMEN CONTRACTORS

216 W Jackson St, #625 Chicago, IL 60606

Beth Doria

fwcchicago@aol.com (312) 360-1122 fwcchicago.com

ILLINOIS HISPANIC CHAMBER OF COMMERCE

222 Merchandise Mart Plaza, #1212 Chicago, IL 60654

Omar Duque

info@ihccbusiness.net (312) 425-9500 ihccbusiness.net

WOMENS BUSINESS **DEVELOPMENT CENTER**

8 S Michigan Ave. #400 Chicago, IL 60603

Frieda Curry

fcurry@wbdc.org (312) 853-3477 wbdc.org

BLACK CONTRACTORS UNITED

12000 Marshfield Ave Calumet Park, IL 60827

Carole Williams

bcunewera@att.net (708) 389-5730 blackcontractors united.com

CONSTRUCT CONNECT

28 N Clark St Chicago, IL 60602

Sherwin Deperalta sdeperalta@bidclerk.com (312) 267-1035

HISPANIC AMERICAN CONSTRUCTION INDUSTRY ASSOCIATION

650 W Lake St. #415 Chicago, IL 60661

Jorge Perez

jperez@haciaworks.org (312) 575-0389 haciaworks.org

LATIN AMERICAN CHAMBER OF COMMERCE

3512 W Fullerton Ave Chicago, IL 60647

D. Lorenzo Padron

d.lorenzopadron@laccusa.com (773) 252-5211 laccusa.com

U.S. MINORITY CONTRACTORS ASSOCIATION

1250 Grove Ave. #200 Barrington, IL 60010

Larry Bullock

larry.bullock@ usminoritycontractors.org (847) 852-5010 usminoritycontractors.org

FOLLOW THE PBC:



OR VISIT US ONLINE AT PBCCHICAGO.COM

EXHIBIT #5 PROJECT LABOR AGREEMENT

of Issue: 6/2/2017 Respondents: Madison Construction Company

CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, schoolchildren and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in excess of \$25,000.00

Respondents:

- ; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.
- All contractors working on projects subject to this Agreement shall be required to maximize the number of the apprentices working on the project.
- 3. The Board shall require that the Public Building Commission (PBC) comply with this Agreement on projects managed by the PBC that it performs on the Board's behalf.
- 4. With respect to a contractor or subcontractor who is the successful bidder, but is not a signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall be the relevant area agreement regulating the wages, hours and other terms and conditions of employment.
- 5. During the term of this Agreement, project contractors and/or subcontractors shall engage in no lockout at any of the project sites.
- 6. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives or employees, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any project sites for any reason whatsoever, including, but not limited to, a dispute between the Board, or any contractor or subcontractor, and any union or any employee, or by and between any unions, or in sympathy with any union or employee or with any other individual or group, or in protest of any project of \$25,000.00 or under.
- 7. Each union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union signatory further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof.
- 8. Any contractor signatory hereto shall have the right to discharge or discipline any employee who violates the provision of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.

Respondents:

- 9. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
- 10. This Agreement shall expire on June 30, 2025 unless either party gives written notice to the other no earlier than February 1, 2020 and no later than March 1, 2020 to terminate this Agreement effective June 30, 2020. If such notice to terminate is given or, if not, upon expiration on June 30, 2025, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 11.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
 - b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
- 12. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such umons shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
 - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same

Respondents:

International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) If no settlement is reached during the proceedings contemplated in Paragraph 10(a) above, the matter shall be immediately referred to the leadership of the Chicago & Cook County Building & Construction Trades Council, according to the historic practice, for a meeting between the parties. Any agreement reached at this step shall be final and binding upon all parties.
- c.) If no settlement is reached subsequent to the actions contemplated in Paragraph 10(b) above, the matter shall be referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute. A copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".

It is explicitly agreed to by all parties that the parties to this Agreement, as well as each contractor and subcontractor performing work on or for the project, specifically are bound and stipulated to the jurisdiction and process of the Joint Conference Board. Said provision shall become a provision in all contracts and subcontracts issued by the owner, construction manager, contractor, subcontractor, or any agent thereof.

- 13. This agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NTD Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Article V, VI, and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
- 14. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. These parties agree to utilize the services of the Center for

Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

- 15. This Agreement constitutes the entire agreement between the parties hereto and may not be modified or changed except by the subsequent written agreement of the parties. Each party warrants and represents that they have the full legal authority and capacity to enter into this Agreement.
- 16.(a.) The parties agree that in the implementation and administration of this Agreement it is vitally necessary to maintain effective and immediate communication so as to minimize the potential for disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems which may arise during the term of this Agreement can be directed. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The Board hereby designates the Chief Executive Officer or his designee; the unions hereby designate the President of the Council or his designee.
 - b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
- 17. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or

unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

18. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

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Dated this day of	, 2015, in Chicago, Illinois.	;
· ·	CHICAGO BOARD OF EDUCAT	TON
	By: David J. Vitale, President	GAM.
Attest: <u>Settle B. Beltin</u> Estela G. Beltran, Secretary Date: <u>3/6//5</u>		(Jr.)
Board Report#: 15-0128-EX5	,	
James Bebley, General Counsel (1908)		
Labor Organization:		
Address:		
City, State, Zip Code:		
Telephone Number:		
By:	•	

Date of Issue: 6/2/2017 Respondents: Madison Construction Company
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 5

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Dated this _____ day of _______, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitate, President

FM COS

Attest: Stella M. Rultur 2/3/15
Estela G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: Ruck 1 17585	
Address: 660 FNOUSPRIAL DR	
City, State, Zip Code: & Com Hurst It	60/26
Telephone Number: 630 941 2300	
By: Ce Ok	
Its: TAMES ALLEN	

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Date of Issue: 6/2/2017 Respondents: Madison Construction Company

Dated this 19 day of MATCA , 2015, in Chicago, Illinois.

CHICAGO BOARD OF HOUCATION



Attest	Setela H. Stela G. Boltos	Beltar	
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	3/6/15		
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Roard	Report#: 15	5-M121	O EVE

d	Prebley	
James Bebley,	General Cour	sel Office

: Labor Organization: Boicet makers Union Local No. One
Address: 2941 S. Archer Ave
City, State, Zip Code: Chicago Ic 60608
Telephone Number: 773-347-5335
By: JOHN F. RIEL / Jah L. Piel III: BUSINESS MANAGET / SECRETARY TREASURER
16: Business Manager / Secretary Treasurer

113369.10

Madison Construction Company Date of Issue: 6/2/2017 FBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Respondents:

Dated this day of	, 2015, in Chlongo, Hilnols.	;
	CHICAGO DOARD OF EDUCA	TION
	By: David J. Vitale, President	JAM (
Attest: Bills B. Beltran Estela G. Beltran, Secretary Date: 3/6/15 Roard Reportity 15 - 01 2 G. F.Y S.		G-
Board Reportifi: 15-0128 EX5- James Bobloy, General Coursel M. W.	,	
Labor Organization: <u>CARPENTERS'</u> Address: <u>12 EAST ERIE ST.</u>		•
City, State, Zip Code: 60611 Telephone Number: (312) 787-3076		
By: Lay Dunair	£	

113369,10

Madison Construction Company Respondents:

Date of Issue: 6/2/2017 FBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

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Dated this day of	2015, in Chicago, Illinois.
•	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: <u>Wills B. Bultian</u> Estela G. Beltran, Secretary	31
Date: 3/6/15	•
Board Report#: 15-0128-EX5-	
James Hobley, General Compet (M)	
James Hebley, General Countel	**************************************
. Labor Organization: CEMENT MS	ous local Jos
Address: 739 2544 AVE	
City, State, Zip Code: <u>CELUACOD</u> Z	
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Date of Issue: 6/2/2017 PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchootRenovation_C1578 Respondents:

Ву:

Dated this 5 day of FRB	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: <u>Stella M. Aultan</u> 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel ATW	
Labor Organization: IBEW, LUCAL 134	
Address: 400 W WASH WY TON	
City, State, Zip Code: CH 1 OH100 1L (00661
Telephone Number: 3/2 454-1340	

Madison Construction Company Respondents: _ Date of Issue: 6/2/2017

Dated this 9Th day of MAR CH CHICAGO BOARD OF EDUCATION Board Report#: 15-0128-EX5-1 INTERNATIONAL UNION OF Labor Organization: r constructors Address;_ LOCAL NO. 2 City, State, Zip Code: 5860 W. 111th St. Chicago Ridge, IL 60415

113369.10

Madison Construction Company Respondents: Date of Issue: 6/2/2017 Page 63 of 103

Telephone Number:

Dated this _____day of _________, 2015, in Chicago, Illinois.

	CHICAGO BOARD OF EDUCATION	N
	By: David J. Vitale, President	. F.
Attest: Stella M. Rullian 2/3/15 Estela G. Beltran, Secretary		
Board Report#: 15-0128-EX5-1		
James Bebley, General Counsel of Wil		
Labor Organization: Local 17 Heat:	t Frost Insulators	
Address: 18520 Spring Cre	x Dr Suite U	
Address: 18520 Spring Cffe City, State, Zip Code: Tinky Park	IL 60477	
Telephone Number: 708 468 8006		
By: Brian Alynn Its: Bus Mess !	VANAGER	

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Respondents: Madison Construction Company

Date of Issue: 6/2/2017 RDC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

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Dated this day of	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: All M. Bultur Estela G. Beltran, Secretary Date: 3/6/15 Board Report#: 15-0128-EX5	-1
James Bebley, General Counted (111)	
~ Labor Organization: Laborers Distri	it Council of Chicago a Vicinity
Address: 999 Mc Clintock Driv	9
City, State, Zip Code: Burr Ridge,	1L 60527
By: Jan Planney Its: Austral Man	89

Madison Construction Company Date of Issue: 6/2/2017 FDC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Respondents: _

Dated and the or with the	AULU, in Chivago, minoro.
	1
	CHICAGO BOARD OF EDUCATION
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	~
	By: David A. V. Hu David J. Vitale, President
	David J. Vilale, President
	M.M.
011	<i>*</i> ** <i>Y</i>
Attest: <u>Bully B. Bultury</u> Estela G. Beltran, Secretary	
Estela G. Beltran, Secretary	•
, ,	46,8
Date: 3/6/15	
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Board Report#: 15-0128-E	X5-1 .
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James Bebley, General Counsel	λ
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Labor Organization: Laborers L	District Council of Chicago a Viewity
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Address: 999 Me Clintock	Drive Suite 300
du de la des Rica D'	and the desired from the second
City, State, Zip Code: Burr Rid	gr 11 (1052)
Telephone Number: 630, 655	. 0164
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110369,10

Madison Construction Company Respondents: __ Date of Issue: 6/2/2017 PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

Dated this day of, 2	015, in Chicago, Illinois.
	CAGO BOARD OF EDUCATION Band Marve David J. Vitalia, President
Attest: Study M. Rultur 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: IRON WORKERS LO	CAL #1
Address: 7720 INDUSTRIAL DR.	
City, State, Zip Code: FOREST PARK, IL	60130
Telephone Number: 708.366.1188	
By: Clary Salution Its: PRESIDENT/BM	

Dated this / day of APR//	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Study M. Rultur 2/3/15 Esteta G. Beltran, Secretary	·
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: ARCHITECTURAL FORMA	MENTAL IW 63
Address: 2525 W. LEXINGTON ST	al
City, State, Zip Code: BROADVIEW, 12	ness ann fairch haif i Mirra gampa er er renners diesel Artikl a
Telephone Number: 708-344-7727	
By: 2224 Its: BUSINESS MANAGER, FST	**************************************

Dated thisday of	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Solly H. Aulter 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: MACII JULY MOU	DEC RIGGERS MACHINER ETERTORS
Address: 1820 BRACK ST.	
City, State, Zip Code: BROND / IP W	12h 60k 56
Telephone Number: 708-615. 93 By Toluttullo Its: BMF-5-7	30D

Date of Issue: 6/2/2017 Respondents: Madison Construction Company
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 69 of 103

Dated this	day of	, 2015, in Chicago, Illinois.	
		CHICAGO BOARD OF EDUCATION	N
THE PARTY AND TH		By: David J. Vitale, President	. (
Attest: <u>Satula <i>I</i>J</u> Estela G. Bell	Auto 2/3/15 ran, Secretary		,
Board Report#: 1	5-0128-EX5-1		
James Bebley, G	eneral Counsel ATM		
Labor Organization	: <u>Local 126, T.</u>	M.A.W.	
Address: 120 E	ast Ogden Ave,	SuiteIBA	
City, State, Zip Co	le: Hinsdale, I	L 60521	
	: 630 -655-		
By: Karl D.	Scupplin	4	

Respondents: _

Madison Construction Company

,	
Dated thisday of	, 2015, in Chicago, Illinois.
,	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Billi H. Billian Estela G. Beltran, Secretary	
Date: 3/6/15 Board Report#: 15-0128-EX5-	4 ,
James Bobley, General Counsel MW.	
	** ·
- Labor Organization: RANKS DSMIL	Council #14
Address: USO W. Adams	
City, State, Zip Code: CNCOGO IIL	60607
Telephone Number: (313)421-0046	

113369,10

Madison Construction Company Respondents: Date of Issue: 6/2/2017 FBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 71 of 103 Dated this 6th day of Fabrary , 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

. If M.

Attest: Sattle M. Aulten 2/3/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: PIPE FITTERS L.U. 597			
Address: 45N	Odgen	AUE	
City, State, Zip Code:	CHGO	IL	60607
Telephone Number:	312-8	29-41	191 x 240
By: Same Buchanan Its: BUSINESS MANAGER			
Its: U BUSINE	S MANA	442	

113369.10

Dated this 5th day of February	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Settle M. Auto 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel GTW	
Labor Organization: Chlcago Journeyman Plumbers	Local 130 UA
Address: 1340 W. Washington Blvd.	
City, State, Zip Code: Chicago, IL 60607	
Tolombona Number: (312) 421-1010	

Madison Construction Company Respondents: Date of Issue: 6/2/2017 FBC: Book 1_InstructionstoBidders_SouthLoopEtermentarySchoolRenovation_C1578 Page 73 of 103 Dated this _______, 2015, in Chicago, Illinois.

113369.10

Date of Issue: 6/2/2017 Respondents: Madison Construction Company
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 74 of 103

Dated thisday of	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION By: David J. Vitale, President
Attest: Stella M. Rultur 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	·
Labor Organization: SHEET METAL WOR	
Address: 4550 ROOSEVELT ROAD	
City, State, Zip Code: HILLSIDE, IL	-60162
Telephone Number: 708-449-0073	
By: PRESIDENT AND BUSINESS MAN	VAGER

Madison Construction Company

113369.10

Dated this 5th day of February	, 2015, in Chicago, Illinois.	
	CHICAGO BOARD OF EDUCATION	
	By: David J. Vitale, President	TM EVIL
Attest: Stella H. Rulhan 2/3/15 Estela G. Beltran, Secretary		
Board Report#: 15-0128-EX5-1		
James Bebley, General Counsel		
Labor Organization: Sprinkler Fitters Unio	on Local 281, U.A.	
Address: 11900 S. Laramie Avenue		
City. State. Zip Code: Alsip. IL 60803		

Madison Construction Company

Date of Issue: 6/2/2017 FBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578

(708) 597-1800

Attest:

City,

Telephone Number:

By: Business Manager

Dated this day of	, 2015, in Chicago, Illinois.	
	CHICAGO BOARD OF EDUCAT	ION
	By: David J. Vitale, President	- FM
Attest: Stlla H. Aultan 2/3/15 Estera G. Beltran, Secretary		
Board Report#: 15-0128-EX5-1		
James Bebley, General Counsel		
Labor Organization: Loca & Union	40.731	
Address: 1000 BURR Ridge PR	Ny. 5/2.300	
City, State, Zip Code: Burn Ridge	SL. 60527	
Telephone Number: (630) 887-4/	00	
By: Tastanial		
Its: President		

Date of Issue: 6/2/2017 Respondents: Madison Construction Company
PBC: Book 1_InstructionstoBidders_SouthLoopElementarySchoolRenovation_C1578 Page 77 of 103

SUPPLEMENTAL AGREEMENT TO THE PROJECT LABOR AGREEMENT REGARDING STUDENT PROGRAMS AND APPRENTICESHIPS July 1, 2015

The Chicago Board of Education ("Board") and the signatory labor organizations ("Unions") to the Project Labor Agreement hereby agree, as follows:

- 1. <u>Student Business Enterprises</u>. Notwithstanding any existing agreement, the Board may use non-paid volunteers or parents and paid or unpaid students for in-school projects, specifically, projects such as the Student Business Enterprise, or any other similar education-related programs.
- 2. Apprenticeship Goals and Supports for CPS Graduates. Each Union will establish a goal that at least thirty percent (30%) of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS"). The Chicago and Cook County Building Trades Council ("CBTC") will regularly update its website (www.CBTC.org) with information regarding apprenticeship programs and links to the Unions' apprenticeship program websites. The Board shall inform its high school counselors and relevant teacher staff of the website and the resources available there.
- Apprenticeship Programs. The Board and the Unions individually and through their umbrella organization (the Chicago and Cook County Building Trades Council) will collaborate to improve student, faculty (including high school counselors) and staff awareness of trade apprenticeship programs, their availability, their requirements and their processes and to develop programs that will increase the success of CPS graduates' who seek entry into Union apprenticeship programs. The support provided by the CBTC may be in one or more of the following forms as agreed to annually by the parties:

A. Designing and conducting informational meetings with CPS high school counselors and CPS faculty at CPS high schools or at designated central locations to provide information on trade apprenticeship curriculum development, apprenticeship programs, application processes, and requirements for successful candidates.

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- B. Providing information regarding apprenticeship application processes to student and faculty, including facsimiles of applications, and information regarding application requirements.
- C. Hosting two construction teacher meetings per year for CPS teachers.
- D. Reviewing curriculum and suggesting improvements.
- E. Facilitating student field trips to Apprenticeship Training Facilities, provided the CPS will secure and pay for transportation costs and any CPS-required insurance for such field trips.
- F. Facilitating the transmission of the following information to CPS from each Joint Apprenticeship Training Committee, including a yearly report on or about September 1st of each year or other reporting date that the parties may designate:
 - Total number of apprenticeship applications received;
 - Total number of CPS apprenticeship applications received;
 - Total number of individuals accepted into the apprenticeship program;
 - Total number of CPS graduates accepted over and under the age of 23 into the apprenticeship program;
 - Total number of graduates of the apprenticeship program; and,
 - Total number of CPS graduates of the apprenticeship program.
- G. Facilitating speaking engagements by Union speakers at CPS schools to provide information about the trades they represent, the work they do and the value they contribute to the community; hosting field trips; working with Construction Industry Services Corporation (CISCO), Education to Careers Division, to educate students about opportunities in the trades; and, facilitating participation by the Apprenticeship Programs yearly in CISCO's Hands-On Fair for CPS.
- H. Participating in student immersion programs, including workshops, for CTE and non-CTE students.
- 4. Board to Require Contractors to Maximize Trade Apprentices on CPS Jobs and Jobs Performed for CPS. The Board shall require Contractors to maximize the number of apprentices working on jobs subject to this agreement (the number of apprentices are subject to the terms of the appropriate trade agreement) and the Multi-Project Labor Agreement and shall

include such requirements in its bid solicitation for contractors and subcontractors.

- 5. Union Support for CPS Summer Seasonal Student Employment. The Unions shall support the Board's summer employment initiative for CPS students in its summer season facilities maintenance program, in which CPS students will be employed to perform non-skilled maintenance that is not within the jurisdiction of any trade and will participate in educational seminars and demonstrations regarding the various aspects of facilities maintenance including those requiring skilled trades. The support shall include trade demonstrations, informational material regarding their respective trades, technical advice and other supports to the program. The Unions and the Board will agree on specific roles that the Unions will play during that program.
- 6. <u>Union Participation in the Industry Advisory Council</u>. The Unions will ensure that each trade who is a party to this Agreement provides a representative who participates on the Industry Advisory Council.
- 3. Support for Board-Union-CBTC Collaborative Efforts on Apprenticeships and Program Support. The Board shall engage an external project manager at a cost not to exceed one hundred thousand dollars (\$100,000.00) annually for the first two years of this agreement for the purposes of providing support services to the Board and CBTC in attaining the goals of this agreement. No later than August 1 of each year of this Agreement, Board, CBTC and the project manager shall meet to plan a program of support for the upcoming school year and develop CPS student apprenticeship program strategies, including plans to identify, inform and counsel qualified CPS high school students (regardless of program of study) and their guidance counselors about apprenticeship programs and opportunities. The plan will include benchmarks by which success of the Board-CBTC collaboration and the project management is measured that year. The project manager shall work with Board and CBTC representatives to

plan activities for each academic year and to work with the CBTC representatives, the Union and the Unions' apprenticeship program to facilitate the Unions' work in paragraphs 2 and 3(A) to (G), and 5, the effort to maximize apprenticeships with Board contractors in accordance with paragraph 4 and the unions participation in Industry Advisory Council in accordance with paragraph 6. During the period of July 1, 2016 to July 1, 2017, the Board CBTC and CPS will review the annual fee to determine whether and to what extent it should be continued in subsequent years of this agreement.

Supplement is Integral Part of the PLA. The parties recognize that this 8. Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to, bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Attest:	Estela B. Belker	
Ī	Estela G. Beltran, Secretary	

Labor Organization:	 	
Address:	 	
City, State, Zip Code:		
Telephone Number:	 	
By:		

CHICAGO BOARD OF EDUCATION

Attest: Lottle B. Beltan Estela G. Beltran, Secretary Date: 3/5/15 Board Report: 15-0128-EXS-2	By: David J. Vitale, i	resident	(M) (4128)
James L. Bebley, General Counsel			
Labor Organization:	•		
Address:			
City, State, Zip Code:			
Telephone Number:			

9. <u>Supplement is Integral Part of the PLA</u>. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

	By: David J. Volle	
	David J. Vitale, President	
Attest: Sittle W. Bultas 2/3/15 Estela G. Beltran, Secretary		
Board Report: 15-0128-EX5-2		
James L. Bebleyl, General Counselos M		
Labor Organization: Back W/ENJ		
11 Straight An		

4

City, State, Zip Code:

Telephone Number:

By: Its:

9. Supplement is Integral Part of the PLA. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Ву: _	David J. Vitale, President	
•	David J. Vitale, President	11 July 18
		リノイ

Board Report - 15-0128-EX5-2

Labor Organization: Local	7	Heat	+	Frost	IN	sulators
4						

Address: 18520 Spring Crek Dr Suite W. City, State, Zip Code: Tinley Park, IL 60477

Telephone Number:

Respondents:

Supplement is Integral Part of the PLA. The parties recognize that this 9. Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to finition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Bv:	David J. Vita David J. Vitale, President	
- , ,	David J. Vitale, President	J. Th.

Attest: Attle S. Bultus 2/3/15
Estela G. Beltran, Secretary

Board Report - 15-0128-EX5-2

Labor Organization	: IRON	WORKE	rs Loc	AL HI
	7720			
City, State, Zip Co	de: FORC	ST PA	RK IL	<u>60</u> 30
Telephone Number	7	08.36	6.6695	5
By: (Nou	Sut	uli		
Its:	PRES 100	ENT/B	IV(

Madison Construction Company Respondents:

9. Supplement is Integral Part of the PLA. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Bv:	David J. Vilale, President	
~4	David J. Vitale, President	TYPE S

Attest: Stella S. Beltas 2/3/15
Estela G. Beltran, Secretary

Board Report: 15-0128-EX5-2

Labor Organization: ARCHITECTURAL + ORNAMENTAL FW 63
Address: 2525 W. LEXINOTON 3T
The real of the second second of the second

City, State, Zip Code: BRUADVIEW, 14 60155

Telephone Number: 708 - 344 - 1727

By: By: Business MANAGER, EST

Respondents:

9. <u>Supplement is Integral Part of the PLA.</u> The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Ву;	David J. Vilale, President	
- , `_	David J. Vitale, President	A Thylory

Attest: Satura H. Bulhas 2/3/15
Estela G. Beitran, Secretary

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counselof W

Labor Organization: MACHINERY MOVERS RIGGERS MACHINERY ERECTORS
Address: 1820 BEACH ST

City, State, Zip Code: BROAD /IEW, 121. 60155

Telephone Number: 705-613-9300

By: Polentulton

Respondents:

9. Supplement is Integral Part of the PLA. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President (448)

Attest: Lately H. Bultus 2/3/15
Estela G. Beltran, Secretary

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counselor M

Labor Organization: Local 126, I.A.M.A.W.

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hins dale, IL. 60521

Telephone Number: 630-655-1930

By: Kald Sapotic.

Its: Business Representative

9. Supplement is Integral Part of the PLA. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Ву: _	Parist J. Vitras. David J. Vitras. President	
-,	David J. Vitale, President	THE STATE OF THE S

Board Report: 15-0128-EX5-2

Labor Organization:	PIPERITIES L. U. 597
Address: 45 N	odgen Aus
City, State, Zip Code:	CHAO IL 60607
Telephone Number:	312-829-4191 × 240
By: Hamed B Its: BUSING	
Its: // BUSING.	SI MANAGER

Respondents:

9. Supplement is Integral Part of the PLA. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

Board Report: 15-0128-EX5-2

Labor Organization: LOCOT-13-118842
Address: 600 W WASHINGTON
City, State, Zip Code: CHICHOLO IL 60661
Telephone Number: 312 454. 1340
BY COMPAN EINA
IN BUSINESS MANAGER / FINANCIAL SECY

Supplement is Integral Part of the PLA. The parties recognize that this 9. Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Bv:	David J. Vitale, President	
- , ·	David J. Vitale, President	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Board Report: 15-0128-EX5-2

Labor Organization;	Chicago Journeymen Plumbers Local 130 UA
Address: 1340 W. W	ashington Blvd.
City, State, Zip Code	Chicago, Illinois 60607
Telephone Number: _	
By: Dones	7. Cuyru Business Manager
Its: James F. Coyne	Business Manager

Respondents:

9. Supplement is Integral Part of the PLA. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Bv:	David J. Vitale, President	
-,· <u>-</u>	David J. Vitale, President	JAM YHUS

Attest: Sittle W. Bultus 2/3/15
Estela G. Beltran, Secretary

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counselor W

Labor Organization: United Union of Roofers Waterproofers & Allied Workers Local	11
Address: 9838 W. Roosevelt Road	
City, State, Zip Code: WestchesterIL 60154	
Telephone Number: 708-345-0970	
By: Menger President/Rusiness Manager	

Respondents:

9. <u>Supplement is Integral Part of the PLA.</u> The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

By;	David J. Vitale, President	
-3	David J. Vitale, President	JAM WES
		ソリアン

Attest: Satila M. Bultus 2/3/15
Estela G. Beltran, Secretary

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counseld M

Labor Organization: SHEET METAL WORKERS' LOCAL	73
Address: 4550 ROOSEVELT ROAD	
City, State, Zip Code: HILLSINE, IL 60162	
Telephone Number: <u>708-449-0073</u>	
By: PRESIDENT AND BUSINESS MANAGER	
Its: PRESIDENT AND BUSINESS MANAGER	

9. <u>Supplement is Integral Part of the PLA</u>. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

By:	David J. Vitale, President	
- ,	David J. Vitale, President	F11403

Attest: Estela G. Beltran, Secretary

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counselor M

Labor O	rganization:	Sprinkler	Fitters	Union	Loca1	281, U	. А.
Address	11900 S	. Laramie	Avenue				
City, Sta	te, Zip Code	Alsip,	IL 6080	3			
Telephor	ne Number:	708-597-	1800			-	
Ву: 📿	isiness Ma	THE	2				
Its: Bu	ısiness Ma	nager '					

9. Supplement is Integral Part of the PLA. The parties recognize that this Agreement is an integral part of their agreements regarding the PLA. The parties further agree that the initiatives described herein require the continued good faith efforts of both parties to bring these initiatives to fruition. The parties hereby commit themselves to such efforts.

CHICAGO BOARD OF EDUCATION

Bv:	David J. Vithe David J. Vitele, President	
- ,	David J. Vitale, President	THE SE

Board Report: 15-0128-EX5

Labor Organization:

City, State, Zip Code:

Telephone Number:

Respondents:

Labor Organization: COMENT MISONS UNION COCAL SO2
Address: 239 2544 AUENUE
City, State, Zip Code: BELLANDOD IC 60104
Telephone Number: 7085449100
By: Alibar list.
Its: Desainest

Labor Organization: Boilermakers Union Local No. One
Address: 2941 S. Archer Ave
City, State, Zip Code: Chicago Ic 60608
Telephone Number: 773-247-5325
By: JOHN F. RIEL TUB W. RELLIES
I'S RUCH PSS MANATON SORRETARY Trascuror

abor Organization; CALPENTERS COUNCIL
Address: 12 EAST ERIE ST.
Sity, State, Zip Codo: CHICAGO, IL. 60611
elephone Number: (812) 787-30 '76
Selephone Number: (312) 787-30'76 Sy Lay Lynai s; Vice PRESIDENT
s: VICE PRESIDENT

Labor Organization: Palners' District Council	HIY
Address: 1456 W. Bdains	
City, State, Zip Code: Chi(Crigo , FC 60007	
Telephone Number (312) 41:0046	
Telephone Number 318) Q1:009(6	

INTERNATIONAL UNION OF **ELEVATOR CONSTRUCTORS**

LOCAL NO. 2

Labor Organization:	5860 W. 111th St.
Address;	Chicago Ridge, IL 60415
City, State, Zip Code:	
Telephone Number: 70	3-907-7770
By: Dan ODE	2
Its: K- 1 MG	a / Premina

Labor Organization: Laborers District Council of Chicago a Vicinity
Address: 999 McClintock Drwe, Suite 300
City, State, Zip Code: Burn Ridge, 16 60527
Telephone Number: 630.655.8289
By: James Alamas
Its: Busing Managor

Labor Organization: Laborers District Council of Chicago a Vicinity Address: 999 McClintock Drive, Suite 300 City, State, Zip Code: Burr Ridge, 14 60527 Telephone Number: 630.655.8289

City of Chicago Department of Buildings General Contractor's Licenses

BY THE AUTHORITY OF THE CITY OF CHICAGO, THE FOLLOWING LICENSE IS HEREBY GRANTED TO:

MADISON CONSTRUCTION COMPANY 15657 S. 70TH COURT ORLAND PARK IL 60462-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC051882

CERTIFICATE NUMBER: GC051882-13

FEE:

\$ 2000

DATE ISSUED:

03/09/2017

DATE EXPIRES:

03/26/2018

THIS LICENSE IS NON-TRANSFERABLE

THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE OF ILLINOIS, COUNTY OF COOR AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

Rober Emanuel

Rahm Emanuel Mayor Jufath Prodlem

Judith Frydland Commissioner