

WORK ORDER

Whereas, water infiltration into the gymnasium of Eric Solorio High School resulted in damage to the floor;

Whereas, the Commission removed and replaced the wood floor system;

Whereas, the investigation into the cause of the water infiltration included a review of twin 72 in diameter concrete water retention pipes that are located south of the school;

Whereas, the investigation indicated that the exfiltration from the pipe system is a source for water that could enter the gymnasium floor level;

Whereas, delaying the repair to the twin pipe system may result in continued exfiltration to the wood floor system causing it to be damaged again; and

Therefore, the undersigned, for the provisions stated herein, agree as follows:

The undersigned, **Miller Pipeline, LLC** ("Contractor") whose business address is 8850 Crawfordsville Road, Indianapolis, IN 46234, hereby agrees to the following terms with **Public Building Commission of Chicago** ("Owner"), made this 23 day of May, 2014.

Project Description/Amount. Contractor agrees to supply all the materials and labor and pay all license fees and expenses for **Installation of 72" WEKO Seals and Warranty Inspections** for the **Eric Solorio High School** (the "Facility") located at **5400 South Saint Louis, Chicago, IL 60632** (the "Site"), as more particularly described on Schedule A and made a part of this Agreement (the "Work"). As full compensation for performance of this Agreement, Owner agrees to pay Contractor in accordance with Schedule B of this Agreement for the performance of the Work subject to all applicable provisions of this Agreement.

In consideration of the mutual promises and covenants contained in this contract additional terms and conditions on reverse side (the "Agreement"), the above parties agree to abide by all the terms of this Agreement.

Miller Pipeline Corporation's acceptance of this Work Order is expressly made condition on client's assent to these terms and conditions.

Counterparts/Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of such counterparts shall together constitute one and the same instrument. The undersigned individuals have executed this Agreement and by doing so represent that they have been or are specifically authorized to do so on behalf of the entities they represent. The parties also agree that this Agreement, and any amendments to this Agreement, may be transmitted by facsimile or electronically. The parties intend and agree that electronic or facsimile signatures constitute original signatures and are binding on all parties.

"Owner"

"Contractor"

"Public Building Commission of Chicago"

"Miller Pipeline Corporation"

Public Building Commission of Chicago

MILLER PIPELINE CORPORATION

By: 

By: 

Printed: ERIN LAVIN CARBONARO

Printed: Kevin Miller

Its: EXECUTIVE DIRECTOR

Its: President

Submitted: 5/27, 2014

Submitted: June 5, 2014

TERMS AND CONDITIONS

1. Work. Contractor will perform and furnish its best skill and judgment, and will furnish all materials, labor, equipment, supplies and tools for, the work described on Schedule B to this Agreement (the "Work") in accordance with the terms and conditions contained in this Agreement, any special conditions, general conditions, specifications, drawings, addenda, change orders, amendments and any pending and exercised alternates. The Work will be performed in accordance with plans, specifications, drawings and schedules for the Work, and any supplemental terms and conditions to this Agreement, all of which are, or will be, on file at the office of the Owner (collectively called the "Contract Documents") and incorporated into the Agreement by this reference as if fully set forth. Owner will have the right at any time to supplement the plans and specifications for the Work with additional or replacement drawings and schedules and upon so doing such drawings and schedules will immediately become part of the Contract Documents. The Contract Documents, including any time schedules, may be amended and/or supplemented from time to time by giving Contractor written notice thereof. In the event of a conflict between this Agreement and the Contract Document, this Agreement shall govern.
2. Protection of Work. Contractor will supervise, administer and protect the Work against loss or damage from any cause and be responsible for all parts of the Work, temporary or permanent, finished or not, until inspected and accepted by Owner. Contractor will take reasonable precautions and maintain reasonable safeguards to protect against loss or damage to persons or property owing to weather conditions and arising out of its activities at or about the Site including, but not limited to, bracing and reinforcing where necessary and providing for guards, locks, fences, signs, barricades, lights and such other warning and security devices where appropriate. Contractor will bear and be liable for, and Owner will not be responsible for, any loss or damage to the Work and any material, equipment or other thing employed in the Work or placed at the Site including, but not limited to, loss or damage due to theft, trespass or vandalism before inspection and acceptance of the Work by Owner.
3. Timing/Schedule. All work will be done on a timely basis. The work to be performed under this contract shall be commenced by: 14 Days after notice to proceed and shall be substantially completed within: 30 days after Notice to Proceed. Time is of the essence.
4. Insurance. Miller Pipeline shall at all times carry the type, levels, and amount of insurance described more fully in Attachment D.
5. Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Public Building Commission of Chicago and the Board of Education of the City of Chicago, and all such parties' representatives, partners, designees, officers, directors, shareholders, employees, agents, successors and assigns (the "Indemnified Parties"), from any loss to or claims against the Indemnified Parties, including attorneys' fees, arising from the performance or nonperformance of this Agreement by CONTRACTOR, CONTRACTOR's principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors or anyone employed directly or indirectly by any of them agents or employees, provided that such duty does not extend to any loss caused by or arising out of the sole negligence or willful misconduct of the Indemnified Parties. This means that Contractor will pay any attorneys' fees and expenses the Indemnified Parties pay to defend themselves from any claims, and that Contractor will pay, on the Indemnified Parties' behalf, any judgment rendered against the Indemnified Parties or any that the Indemnified Parties agree to pay in settlement of any claims. If the provisions of this Section violate the statutory or common law of the applicable state or governing authority, then this Section will not be stricken or found to be void in its entirety. Rather, Contractor's indemnification obligations will apply to the fullest extent permitted by applicable law.
6. Warranty and Guarantee. Contractor warrants to Owner that all materials, machinery and equipment furnished and incorporated pursuant to this Agreement shall be new unless otherwise specified, that the performance of the Work shall not limit, void or otherwise compromise or diminish any manufacturer warranty that is to be issued under the Agreement or the Contract Documents, and that all Work under this Agreement shall be and remain of good quality, free from faults, liens, security interests and defects, merchantable and fit for their particular purpose, and in strict conformance with the Contract Documents. All Work not conforming to these standards shall be considered defective. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. Contractor agrees to indemnify and hold Owner harmless from any losses, costs or other damages or expenses (including attorney and expert fees and expenses) resulting from any breach of the foregoing warranty. Nothing herein shall in any way limit the right of Owner to assert claims for damages resulting from patent or latent defects in the Work for the period of limitations prescribed by law. Contractor shall bear all expenses incurred in connection with the inspection, removal, repair, correction, handling and transportation of defective or nonconforming Work or Work whose acceptance has been revoked. In addition, at Owner's option, Contractor shall: (i) bear the costs of replacement materials, equipment and labor and all damages incurred by Owner and (ii) pay Owner for all expenses incurred in and delay caused by remedying defective or otherwise nonconforming Work. The provisions of this Paragraph shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents and shall survive the making and acceptance of final payment and/or termination of this Agreement.
7. Correction of Work. Contractor shall, at its sole expense, promptly and properly repair, replace or otherwise correct any Work that is (i) rejected by Owner, or (ii) known, observed or discovered at any time by Contractor, Owner to be defective or failing to conform to the Contract Documents and shall pay Owner for all costs and expenses incurred in any delay caused by remedying defective or otherwise nonconforming Work. Furthermore, if within one year after final completion and acceptance of the Project by Owner, or such longer period as established with respect to Contractor's obligations with the Owner, the Work or any portion thereof is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so. The period within which Contractor shall be obligated to correct Work shall be extended with respect to portions of Work, including corrective work, first performed after final completion and acceptance of the Project. Contractor's obligations under this Paragraph shall survive completion and acceptance of the Work and Project and termination of this Agreement.
8. Liens. To the fullest extent permitted by law, Contractor will at all times keep the Project, the Site and each part thereof free from any attachment, lien, claim of lien, or other encumbrance arising out of the Work and Contractor will indemnify, defend and hold Owner harmless from and against all claims, losses, demands, causes of action or expenses (including attorneys' fees and other costs of defense incurred by Owner in defending against the foregoing or in enforcing this indemnity and defense obligation) of whatever nature, arising by reason of any such lien, claim of lien, attachment or encumbrance. If any claim is filed to enforce any laborers, materialmen, mechanic's, or other similar lien arising out of or relating to the Work, Contractor will immediately cause such lien to be released and discharged and if Contractor fails to do so, then Owner

will have a right to pay all sums, including attorneys' fees and other costs and expenses incurred necessary to obtain such release and discharge, and hold Contractor liable for the amount thereof with the right to deduct all or a portion of such sum from accounts that may be due Contractor.

9. Default. In addition to the other remedies available under law: (a) if CONTRACTOR should fail or refuse, except in cases where extension of time is provided, to supply enough properly skilled workers or proper materials for the Work; or (b) if CONTRACTOR should fail to make payment to CONTRACTORS for material or labor, or (c) if CONTRACTOR should fail to keep and comply with any of the terms and provisions of this Agreement or the Contract Documents, or (d) if CONTRACTOR should be adjudged bankrupt, file or suffer to be filed a petition for relief under the Bankruptcy Act, or make a general assignment for the benefit of the creditors; or (e) if a receiver should be appointed on account of CONTRACTOR's insolvency; or (f) if CONTRACTOR shall have failed to timely complete the Work or perform any of its obligations under the Contract Documents; then, in any such event, Owner may without prejudice to any other right or remedy and after giving CONTRACTOR and its surety, if any, 3 days written notice, terminate its obligation to CONTRACTOR under this Agreement and take possession of the Site and all materials, tools and appliances thereon and complete (or cause to be completed) the Work by whatever method Owner may deem expedient. In such case CONTRACTOR will not be entitled to receive any further payment until the Work is completed. Upon completion of the Work, Owner will pay to CONTRACTOR an amount equal to (x) the unpaid portion of the Contract Amount attributable to the Work performed up to the termination less (y) the amount by which (i) the costs incurred by Owner to complete the Work, including, without limitation, costs for architectural, managerial and administrative services and reasonable attorneys' fees, if legal counsel is employed, exceed (ii) the portion of the Contract Amount attributable to the balance of the Work yet to be performed at the time of termination. If the amount calculated under part (y) in the preceding sentence exceeds the amount owing under part (x), the CONTRACTOR will pay the difference to Owner. If the amount in part (x) exceeds the amount in part (y), Owner will pay the difference to CONTRACTOR; however, Owner will have the right at its option to withhold such amount from CONTRACTOR until the expiration of one year from the date of the termination of this Agreement.
10. Independent Contractor. CONTRACTOR is an independent CONTRACTOR and is not an employee or agent of the Owner and neither CONTRACTOR nor anyone employed by CONTRACTOR will be deemed for any purpose to be the agent, employee, servant or representative of Owner in the performance of the Work. CONTRACTOR acknowledges and agrees that Owner will have no direction or control over the means, methods, procedures or manner of the Work performed by CONTRACTOR or any of its CONTRACTORS, or any of their employees, vendors or suppliers.
11. Changes. No changes shall be made in the work proposed or in the price unless those changes are agreed to in writing by both CONTRACTOR and Owner.
12. Clean Up. CONTRACTOR will at all time keep the facility safe and free from the accumulation of waste materials or rubbish caused by its operations or related to the Work. Upon completion of the Work and each portion thereof, CONTRACTOR will remove all rubbish and waste produced by its operations or Work hereunder from the facility as well as all of its tools, equipment, machinery and surplus materials no longer needed and leave the facility in a "broom clean" or equivalent condition and safe for CONTRACTOR's employees and subsequent CONTRACTORS to perform their work, unless otherwise specified in writing. If CONTRACTOR fails to clean up, Owner may do so after written notice to CONTRACTOR and the cost thereof will be charged to CONTRACTOR.
13. Entire Agreement. This Agreement is the complete and final Agreement of the parties. It replaces any other prior written or oral agreement between the parties. This Agreement may be amended or supplemented only by written instrument duly executed by both parties hereto.
14. Assignment. CONTRACTOR shall not assign or subcontract this Agreement or any portion thereof or of any money due or which may become due hereunder without the prior written consent of Owner. Notwithstanding anything to the contrary contained herein, Owner may not assign this Agreement without the consent of CONTRACTOR.
15. Notice. Unless otherwise provided herein, any notice provided for herein will be in writing and delivered to the parties (a) in person, (b) by facsimile transmission (with the original and a copy of the facsimile confirmation following in the United States mail), (c) by overnight delivery service, or (d) by certified mail, return receipt requested. Notice will go to the address first shown herein for the respective party to whom notice is given or to such other address as may be designated by either party by written notice given pursuant hereto.
16. Governing Law/Venue/Attorney Fees. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, including, without limitation, matters of construction, validity, enforcement, and interpretation. The parties agree (a) that venue for any dispute under this Agreement shall be at Owner's sole option unless the Owner agrees otherwise, waive the right to a trial by jury in the action or proceeding. In the event any effort is initiated by Owner against CONTRACTOR for default of this Agreement, CONTRACTOR shall be liable to Owner for any and all costs of collection, including but not limited to, reasonable attorneys' and professional fees, court costs, traveling and lodging expenses, costs of investigation and defense, accrued interest, and any other reasonable expenses incurred by Owner in initiating such efforts.
17. Partial Lien Waivers and Affidavits. As a prerequisite for payments, the CONTRACTOR shall provide, in a form satisfactory to the Owner partial lien or claim waivers in the amount of the application for payment and affidavits covering its CONTRACTORS and suppliers for completed Work.
18. Severability of Agreement. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

SCHEDULE B

April 30, 2014

Quote No: 1008-959R2

Steven H. Zimmerman, PE
Senior Associate
Wiss, Janney, Elstner Associates, Inc.
10 S. LaSalle Street, Suite 2600
Chicago, IL 60603

Phone: 312.372.0555
Fax: 312.372.0873
E-Mail: szimmerman@wje.com

RE: **Proposal for WEKO-SEAL Repairs**
72" Storm Water Internal Joint Rehabilitation
Kelly Curie / Solorio High School
PREVAILING WAGE PROJECT

Dear Mr. Zimmerman:

General

Thank you for contacting Miller Pipeline Corporation for your pipeline rehabilitation needs. We are pleased to submit our proposal for providing materials and services for the above referenced project.

Since the project requires man-entry of the pipelines, it will be necessary to shut down, de-water, and safely isolate the pipe to protect the safety of our confined-space trained installation technicians. Please note that our WEKO-SEAL® technicians are trained, certified, and equipped to comply with all requirements of 29 CFR 1910.146 Federal OSHA's Permit Required Confined-Space Regulations.

To safely complete the sealing operations, it is our understanding that access to enter the pipe will be reasonably close to the installation points.

Scope of Service

1. Mobilize Crew, Equipment and Materials from Indianapolis, IN to Project Location.
2. Pipeline cleaning (Subcontracted Service)
3. Provide WEKO-SEAL® custom manufactured to the specifications for the pipe size and special conditions provided.
4. Inspect all safety procedures including lockout/tagout and pipeline ventilation.
5. Test atmosphere within the confined space for entry. Continue monitoring and maintain ingress/egress log.
6. Provide our Confined Space Entry Equipment.
7. Perform all necessary pipe preparation for seal acceptance.
8. Fill all joints with hydraulic cement prior to WEKO-SEAL placement.
9. Install the WEKO-SEALS® at specified locations.
10. Fill lift holes flush with hydraulic cement.
11. Address bulkhead seams/corners with Sikaflex
12. Repair lateral interface connections with Sikaflex/hydraulic cement (T&M)
13. Perform leakage test on WEKO-SEAL® per specifications.
14. Hydrostatic Testing on Finished Pipeline(s) (Subcontracted Service)
15. Project cleanup and demobilization.

Preliminary Inspection Proposal

Item	Description	Qty	U/M	Unit Price	Amount
1	Mobilize (2) Miller Pipeline Technicians for 72" Storm Inspection 03-27-14. Technicians to evaluate pipeline condition and joint count for future WEKO-SEAL repairs.	1	LS	\$4,200.00	\$4,200.00
Total					\$4,200.00

Inspection Scope: Miller Pipeline will bring all necessary equipment for Permit-Required Confined Space Entry, including ventilation (as required), entry equipment, air monitoring equipment and proper PPE. Others to provide traffic control, if applicable. (1) Attendant and (1) Entrant.

WEKO-SEAL Installation Proposal

Item	Description	Qty	U/M	Unit Price	Amount
1	Pressure wash and broom clean entire detention system on south end of school. Remove all debris and haul off-site (Subcontracted Service) Final hydrostatic testing, as directed by Engineers (Subcontracted Service)	1	LS	\$48,600.00	\$48,600.00
2	Mobilization/Demobilization of Miller Pipeline materials, equipment and personnel from Indianapolis, IN to project location.	1	LS	\$12,500.00	\$12,500.00
3	Furnish and install 72" Regular WEKO-SEAL with (2) 316 stainless steel retaining bands.	35	EA	\$1,250.00	\$43,750.00
4	Furnish and install 72" Extra Wide WEKO-SEAL with (3) 316 stainless steel retaining bands.	52	EA	\$1,455.00	\$75,660.00
5	Lift Hole Repair Fill flush with hydraulic cement or sand/cement mixture.	88	EA	\$55.00	\$4,840.00
6	Lateral Interface Repairs Sikaflex/Hydraulic Cement Refinishing T&M Crew Day-Rate (3 Day Allowance)	3	EA	\$9,000.00	\$27,000.00

7	Bulkhead Seam/Corner Interface Repairs Sikaflex/Hydraulic Cement	3	EA	\$985.00	\$2,955.00
8	Inspection: Year 1 or 2 and year 8 or 9. A written report with photos will be provided. Owner to contact Miller Pipeline, Terry Bell to Schedule inspections.	2	EA	\$10,000.00	\$20,000.00
9	10 year warranty for workmanship/materials (Miller Pipeline Issued Warranty Document)	1	LS	\$5,000.00	\$5,000.00

CONTRACT AMOUNT: \$244,505.00

Responsibility of Others

1. Site access and staging area.

Extra Work

If requested, and mutually agreed, Miller Pipeline Corporation can provide additional services beyond our scope of work quoted herein at time and material rates. These rates would also apply in case of stand-by time derived from causes not the fault of Miller Pipeline Corporation.

Classification	Hourly Pay/Straight Time
Foreman	\$150.00
Technician	\$145.00
Truck	\$12.00
Misc. Tools	\$24.00
Air Compressor	\$21.00
Confined Space Tools	\$28.00

General Conditions

1. Dates for installation will be finalized at time of acceptance notification.
2. The proposal pricing does not include sales taxes. All applicable taxes will be added to the pricing unless Miller Pipeline is provided with a tax-exempt statement from the buyer.
3. No hazardous materials exist in the pipeline.
4. This proposal will expire in thirty (30) days without a signed contractual agreement. Furthermore, this proposal will become part of any contractual agreement. After expiration of this proposal, our pricing is subject to adjustment or can be withdrawn. This proposal pricing is subject to adjustment if the actual job site conditions or quantities differ from the requirements and conditions presented to us at the time of this proposal.
5. Not less than the prevailing wage rate of wages as determined by the Illinois Department of Labor must be paid to all laborers, mechanics, and other workers performing Work under this Contract.
 - The wage rates set forth in these Contract Documents were the rates in effect at the time these Contract Documents were issued. In the performance of the Work, however, the Contractor is fully responsible for paying the generally prevailing hourly rate of wages in

effect, as determined by the Department of Labor, at the time the Work is being performed. One resource for determining with current prevailing wage is the Internet site: <http://www.state.il.us/agency/idol/rates.HTM>

- As a condition of making payment to the Contractor, the Owner may request the Contractor to submit a sworn affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workers employed on this contract in accordance with Illinois law



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
05/19/2014

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 HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Minnesota, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company NAIC# 16535-000 INSURER B: Axis Surplus Insurance Company 26620-002 INSURER C: American Zurich Insurance Company 40142-001 INSURER D: AIG Specialty Insurance Company 26883-001 INSURER E: INSURER F:
INSURED Miller Pipeline, LLC Miller Pipeline Corp. 8850 Crawfordsville Rd. Indianapolis, IN 46234-1559	

COVERAGES

CERTIFICATE NUMBER: 21617488

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y	GLO9242201-02	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XCU						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY	Y	Y	BAP9242202-02	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Hired Auto						\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	<input checked="" type="checkbox"/> \$100 Comp						
	<input checked="" type="checkbox"/> \$1000 Coll						
B	UMBRELLA LIAB	Y		EAU758748/01/2014	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	Y	WC9242205-02	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractors' Pollution	Y	Y	CPL2672545	7/1/2013	7/1/2016	\$2,000,000 Each \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

RE: Kelly Curie Gage Park (Solorio) High School Pipe Repair

Employers Liability for the Monopolistic States of ND, OH, WA & WY is provided in the Workers' Compensation policy. Statutory coverage is not included.

The Public Building Commission of Chicago, The Board of Education of the City of Chicago, and the City of Chicago are additional insureds with respect to the General Liability, Automobile Liability and Pollution Liability coverages where required by written contract or agreement, executed prior

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission of Chicago 50 W. Washington St., Room 200 Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Coll:4418852 Tpl:1789865 Cert:21617488 ©1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

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ADDITIONAL REMARKS SCHEDULE

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AGENCY Willis of Minnesota, Inc.		NAMED INSURED Miller Pipeline, LLC Miller Pipeline Corp. 8850 Crawfordsville Rd. Indianapolis, IN 46234-1559	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

to claim or loss.

The Automobile Liability, Pollution Liability, General Liability and Workers Compensation policies includes a Waiver of Subrogation in favor of any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, except where such contract or agreement is prohibited by law.

Such insurance as is afforded to additional insured with regard to the General Liability and Automobile Liability policies shall be primary and non-contributory with any other insurance available to additional insured if required by contract and executed prior to loss, except where prohibited by law.

Excess Liability coverage follows form of the underlying General Liability and Automobile Liability policies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 4/1/2014	Countersigned By: (Authorized Representative)
Named Insured: Miller Pipeline, LLC	

SCHEDULE

Name of Person(s) or Organization(s): Any person or organization to whom or to which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9242201-02	4/1/2014	4/1/2015		34937000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4. above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;
2. Negate the cancellation; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

**ZURICH**

Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP9242202-02	4/1/2014	4/1/2015		34937000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Auto Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs 2, 3, and 4, above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;
2. Negate the cancellation; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX – CONDITIONS**F. Notification To Others Of Cancellation**

1. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will deliver electronic notification to each person or organization shown in a Schedule provided to us by you. Such Schedule:
 - a. Must be initially provided to us within 15 days:
After the beginning of the policy period shown in the Declarations; or
After this endorsement has been added to policy;
 - b. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that this policy has been cancelled;
 - c. Must be in an electronic format that is acceptable to us; and
 - d. Must be accurate.Such Schedule may be updated and provided to us by you during the policy period. Such updated Schedule must comply with Paragraphs **b. c. and d.** above.
2. Our delivery of the electronic notification as described in Paragraph 1. of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to you. Delivery of the notification as described in Paragraph 1. of this endorsement will be completed as soon as practicable after the effective date of cancellation to you.
3. Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs 1. and 2. of this endorsement.
4. Our delivery of electronic notification described in Paragraphs 1. and 2. of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 - a. Extend the policy cancellation date;
 - b. Negate the cancellation; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
5. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs 1. and 2. of this endorsement.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2014

Policy No. WC9242205-02

Endorsement No.

Miller Pipeline, LLC

Premium \$

American Zurich Insurance Company

U-WC-332-A

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