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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1559

**ORIOLE PARK ELEMENTARY SCHOOL ANNEX/RENOVATION
5424 NORTH OKETO AVENUE
CHICAGO, ILLINOIS 60656
PROJECT #05720**

PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
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Any Contract entered into as a result of this bid process is governed by: Book 1 "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.

ISSUED FOR BID ON MAY 6, 2014

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PUBLIC BUILDING COMMISSION OF CHICAGO

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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 Conditions of the contract. Book 3 is the Technical Specifications for the work to be performed on this project. The PBC's 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 PBC, its 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

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

**ORIOLE PARK ELEMENTARY SCHOOL ANNEX/RENOVATION
5424 NORTH OKETO AVENUE
CHICAGO, ILLINOIS 60656
PROJECT #05720**

2. General Description of Scope of Work:

As further described in the detailed specifications and drawings, the project consists of a two story 42,000 sf addition comprised of 10 classrooms, 5 pre-k/k classes, a new science classroom, a new computer classroom, a new kitchen/cafeteria and select interior renovations.

This Addition to the existing building is intended to address school over-crowding within the existing facility. This addition will provide expanded program space with contiguous weather-protected connection to the existing building. The design of the new Addition and site improvements strive to provide spaces which can contribute to ensuring that every child is educated and prepared for success; the ultimate goal of CPS. In order to achieve this goal, the building and site design seeks to provide a non-institutional child-centered learning environment that can foster integration and cooperation among students, encourage learning through an array of spaces and visual connections, allow for interactive play, and encourage independence of students. Importantly, the architecture should have an inherent and understandable order and offer visual cues and orientation aids for all students.

The new addition and site will be designed and constructed to achieve a minimum LEED for Schools 2009 Certified rating as defined by the U.S. Green Building Council. Requirements for green building items that are part of the LEED process will be incorporated into the drawings and specifications to provide direction to the construction team.

3. Construction Budget: \$13,500,000 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 41st ward
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."
7. 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.

8. Contract Documents Available at: Springer Blue Print Service 10640 South Western Avenue, Chicago, IL 60643, telephone number: 773-238-6340.
9. Online Contract Documents Available at: <http://www.springerblueprint.com/public.php>
10. Pre-Bid Meeting Date, Time, and Location: Wednesday, May 21, 2014 at 10:00 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
11. Mandatory Technical Review Meeting for Pre-Qualified Bidders: Wednesday, May 21, 2014 at 10:30 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. An authorized representative of each prequalified bidder must be present and must sign the Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in by 11:45AM will not be permitted to bid.

*NOTE: Only Pre-qualified Bidders who attend the Technical Review Meeting will be eligible to bid.

12. Bid Opening Date and Time: Tuesday, June 3, 2014 at 11:00a.m.
13. Amount of Bid Deposit: 5% amount of bid
14. Amount of Commission's Contract Contingency: \$300,000.00
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 24% MBE and 4% WBE
18. Source of Funding: State Funding

B. Mandatory Project Specific Contractor Staffing Requirements

The Contractor shall assign a Project Manager and a Superintendent to the Project effective as of the date of Notice to Proceed and effective until Final Acceptance. The 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 all Punch List Work.) Project Manager and Superintendent may be the same person.

C. Time of Completion

The Notice to Proceed (NTP) is expected to be issued on but no later than June 23, 2014. Substantial Completion must be achieved by August 18, 2015 (Schedule Milestone #3). Add #1 - 5/23/14

Schedule Milestones must be completed as follows:

Milestone Description	Milestone Date
Schedule Milestone 1: All associated work on sheet C002: Site Preparation Plan related to the relocation and reconnection of utilities for the existing modular units.	August 15, 2014
Schedule Milestone 2: Completion of all work in area A (New Annex Construction) with the exception of the final connection work of the fire alarm scope in the existing building.	June 25, 2015
Schedule Milestone 3: Completion of all work within the limits of Area B	August 18, 2015
Schedule Milestone 4: Completion of all work within the limits of Area C and D	August 28, 2015

D. Commission's Contract Contingency

1. The Commission's Contract Contingency for this project is: \$300,000.00.
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.

E. Copies of Drawings and Specifications Furnished

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

F. 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:

Milestone Date	Liquidated Damage Amount
Schedule Milestone 1: August 15, 2014	\$1,000 per day
Schedule Milestone 2: June 25, 2015	\$2,500 per day
Schedule Milestone 3: August 18, 2015	\$1,000 per day
Schedule Milestone 4: August 28, 2015	\$1,000 per day

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 1.01.32.

G. Prevailing Wage Rates

1. 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.

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 May 22, 2014 at 12:00p.m.

B. Interpretations of Addenda

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.

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. Inspection of Site

Bidder shall inspect the Site to become familiar with the conditions relating to the Work to be performed, the facilities involved, and the difficulties and restrictions attending the performance of this Contract. Failure of the Bidder to visit the Site shall not relieve or alter the Bidder's responsibility for completing the Work as required by the Contract Documents.

The following date has been scheduled for a site visit walk-thru:

Wednesday, May 20, 2014 at 6:00a.m.

D. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Statement of Qualifications (SOQ) to approve the qualifications of firms to perform work on the Project. Responses to the SOQ were evaluated by the Commission on the basis of the criteria set forth in the SOQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified", and only firms that have received notification of pre-qualification are eligible to bid on this Contract. Pre-qualified firms are eligible to bid either as the entity that was pre-qualified or as a joint venture with another firm, provided that the pre-qualified 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.

E. Evidence of Continuing Qualifications of Bidder

3. 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.

4. 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.

F. Preparation of Bid

1. Two (2) copies of Project Information, Instructions, and Execution Documents (Book 1) shall be prepared with original signatures and notarizations wherever required.
2. 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.
3. 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.
4. 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.
5. The Commission may consider as irregular, and at its option reject, any bid on which there is an alteration or departure from the bid form hereto attached.
6. The Bid Documents shall include the following:
 - a. Contractor's Bid Form
 - b. Bid Guarantee
 - c. Basis of Award (Award Criteria)
 - d. Unit Prices
 - e. Affidavit of Non-collusion
 - f. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
 - g. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
 - h. 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.

G. Bid Deposit

1. The Bid must be accompanied by a "Bid Deposit" in the amount set forth in Part II.A. "General Project Information" to ensure:
 - a. 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.
2. 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.

H. 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 II.B. "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.
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).

I. Affidavit of Non-Collusion

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.

J. MBE and WBE Commitments

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:

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.

K. Local Business Subcontracting Participation, Community Hiring and Student Hiring

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:

1. Local Subcontracting Requirement

- a. 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.
- b. 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.
- c. 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.

2. 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.

3. Student Hiring Requirement. The Contractor agrees to participate in the Commission's Student Investment Program to increase career awareness, help model student behavior through examples and reinforce in the

student the link between classroom learning and work requirements. The ideal internship will integrate classroom learning with real world applications. A worksite supervisor needs to be assigned to review assignments, provide necessary training and submit a performance evaluation. Acceptable activities for the Student Investment Program may include but not limited to:

- Introduction to the company and its departments
- Tour of the company
- Pairing of the student(s) with a professional to assist with a project, discuss specific duties of the professional, ask questions and seek advice.
- Learn about various functions within the workplace
- Learn about skills needed to succeed in a particular career path
- Take advantage of opportunities to apply those skills during the internship; for construction sites, this may include hands-on or administrative work.

Students are to be hired as part-time employees in their career pathway and receive the same training as other employees even if the experience is not wholly targeted or structured for them.

Examples of unacceptable internships include: (i) a one-day experience; (ii) presentations at capstones or participation in competitions; or (iii) working in a position wholly unrelated to the Project. The Commission will determine, in its sole discretion, if a Contractor is complying with the terms of an internship.

The Contractor agrees to employ a minimum of (5) student interns for a minimum of 150 hours for each Intern during the course of the Project. Ideally, each student intern should work from the Effective Date of this Agreement to Substantial Completion, as defined or amended. Student interns shall be assigned to the Contractor by the Commission. Any background or drug test results/reports conducted by the Contractor shall be furnished to the Commission upon request. Additionally, the Contractor must complete a Performance Evaluation at Milestone #1 and #2 (see *Section C. Time of Completion*) for each student.

Student interns shall be compensated directly by the Commission via stipend. Contractor shall submit hours of work performed by each student intern in its required certified payroll reporting (see Book 2, Sections (i) 16.02(9) and (ii) 21.03 (3)).

Contractor agrees to abide any applicable state and federal labor laws.

L. 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.

M. Submission of Bid

1. 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.
2. 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.

N. 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.

O. Opening of Bids

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.

P. 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.
3. 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.

Q. Basis of Award

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

R. Performance and Payment Bond and Insurance

1. 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.
3. Upon approval by the Commission to award, and within five (5) 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.
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.
5. The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) 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.

S. Protests

1. The bidder shall submit any protests or claims regarding this solicitation to the office of the Commission's Executive Director. A pre-bid protest must be filed five (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.
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.

T. Licensing

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

U. Award Of Contract; Rejection Of Bids

1. The Contract will be awarded to the responsible Bidder submitting the lowest Award Criteria Figure, 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.
3. 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.
4. 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 five (5) days after given Notice of Award.
5. Upon award of Contract, the Commission will process the Contract for final execution.
6. The Commission reserves the right to reject any and all bids and to waive any informality in bids received whenever it determines such rejection or waiver is in its interest.

V. Alternates-Commission Discretion

{INTENTIONALLY OMITTED}

IV. PROPOSAL AND EXECUTION DOCUMENTS

A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1559, 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 #1 dated May 23, 2014; Addendum #2 dated May 29, 2014; Addendum #3 dated May 30, 2014

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 ORIOLE PARK ELEMENTARY SCHOOL ANNEX RENOVATION 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.

B. BID FORM

LINE	ITEM	AMOUNT
1.	WORK	\$ 11,453,364
2.	SITE WORK ALLOWANCE	\$ 100,000.00
3.	CAMERA EQUIPMENT ALLOWANCE	\$50,000.00
4.	COMMISSION'S CONTRACT CONTINGENCY	\$300,000.00
TOTAL BASE BID (1+2+3+4)		\$ 11,889,000
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)		\$ 11,365,884

SURETY: Please specify full legal name and address of Surety:

Continental Casualty Company

CNA Plaza

Chicago, IL 60602

C. SITE WORK ALLOWANCE SCHEDULE

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, transportation and disposal of underground concrete footings and remnants.	Cubic Yards	\$50.00
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

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

Total Site Work Allowance Fund = \$100,000.00

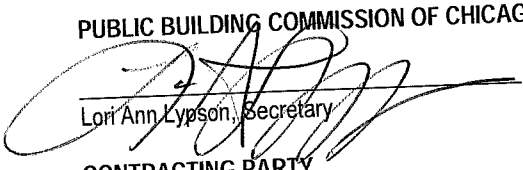
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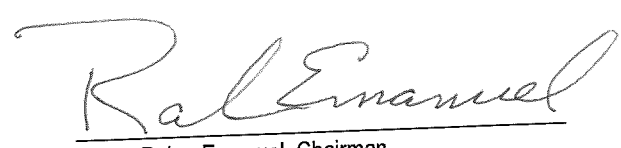
1. All Work associated with the above allowance schedule shall be approved in writing by the Commission Representative prior to proceeding.
2. Authorized additional excavation and replacement material will be paid for in accordance with the above allowance schedule.
3. Authorized additional excavation 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 and profit.
5. All unused portions of the allowance funds must be returned to the Commission in the form of a deductive change order prior to Final Completion and Acceptance of the Work.

D. ACCEPTANCE OF THE BID

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO


Lori Ann Lyson, Secretary


Mayor Rahm Emanuel, Chairman

CONTRACTING PARTY

IHC Construction Companies, LLC

Contractor Name

1500 Executive Drive, Elgin, IL 60123

Address

IF A CORPORATION:

Name: David J. Rock

Title: President

Signature: 

ATTEST BY: 

Alan L. Orosz

Secretary

~~**IF A PARTNERSHIP:**~~

~~Partner (Signature)~~

~~Address~~

~~Partner (Signature)~~

~~Address~~

~~Partner (Signature)~~

~~Address~~

~~**IF A SOLE PROPRIETORSHIP:**~~

~~Signature~~

~~Address~~

NOTARY PUBLIC

County of _____ State of _____

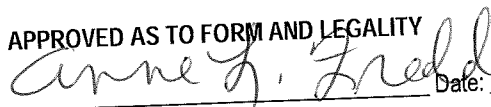
Subscribed and sworn to before me on this _____ day of _____, 20____.

_____(SEAL)

Notary Public Signature

Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY


Neal & Leroy, LLC

Date: July 1, 2014

E. ALTERNATES

ACCEPTED BY THE COMMISSION		ALTERNATE DESCRIPTION	PROPOSED ALTERNATE PRICE
Yes <input type="checkbox"/>	No <input type="checkbox"/>	{INTENTIONALLY OMITTED}	\$

V. PROPOSAL SUPPORT DOCUMENTS

A. Basis of Award (Award Criteria)

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 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. 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.

1. Instructions

The Bidder shall complete the Award Criteria 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 fifty percent (50%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than ten (10%) percent in each category for the purpose of award criteria only. The fifty percent (50%) and ten percent (10%) 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.

2. Award Criteria Formula

Line 1. Total Base Bid, in figures

11,889,000

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 0.50)

.5

Line 3. Multiply Line 2 by Line 1 by 0.04

237,780

Line 4. Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.50)

.5

Line 5. Multiply Line 4 by Line 1 by 0.03

178,335

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 0.50)

.5

Line 7. Multiply Line 6 by Line 1 by 0.01

59,445

Line 8. Percentage of total Journeyworker hours that the Contractor

.05

proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)

Line 9. Multiply Line 8 by Line 1 by 0.04

23,778

Line 10. Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.10)

.05

Line 11. Multiply Line 10 by Line 1 by 0.03

17,833.50

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 0.10)

.05

Line 13. Multiply Line 12 by Line 1 by 0.01

5,944.50

Line 14. Summation of Lines 3, 5, 7, 9, 11, and 13

523,116

Line 15. Subtract Line 14 from Line 1 (= "Award Criteria Figure")

11,365,884

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$ 11,365,884

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 set out in Part V.A. "Basis of Award (Award Criteria)," 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 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 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:

- a. 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

100

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

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

Line 1 x 03

100

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:

Line 1 x 01

100

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.
- b. 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.
- e. 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.

6. Major Trades

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

For approval of other trades for consideration in the Award Criteria 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 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
<u>Brick Layers</u>	<u>10%</u>
<u>Carpenters</u>	<u>40%</u>
<u>Cement Masons</u>	<u>10%</u>
<u>Electricians</u>	<u>10%</u>
<u>Glaziers</u>	<u>10%</u>
<u>Ornamental Iron Workers</u>	<u>10%</u>
<u>Painters</u>	<u>50%</u>
<u>Pipe Fitters</u>	<u>10%</u>
<u>Plumbers</u>	<u>10%</u>
<u>Roofers</u>	<u>10%</u>
<u>Sheet Metal Workers</u>	<u>10%</u>

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

David J. Rock, being first duly sworn, deposes and says that:

- (1) He/~~She~~ is
President
(Owner, Partner, Officer, Representative or Agent) of
IHC Construction Companies, LLC
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 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed)

David J. Rock

President

(Title)

Subscribed and sworn to before me this 3rd day of July 20 14

Tina McAlpin
Notary

(Title)

My Commission expires: 1-09-16



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. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify 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.

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? _____%

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

4. Describe any loan agreements between joint venturers, and identify the terms thereof.

I. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

1. Financial decisions

2. Management decisions such as:

a. Estimating

b. Marketing and Sales

c. Hiring and firing of management personnel

d. Other

3. Purchasing of major items or supplies

4. Supervision of field operations

5. Supervision of office personnel

6. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

7. State approximate number of operational personnel, their craft and positions, and whether they will be employees of the majority firm or the joint venture.

J. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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

Signature

Name

Title

Date

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state

that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

Name of Joint Venturer

Signature

Name

Title

Date

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state

that he or she was properly authorized by
(Name of Joint Venture)

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Commission expires:
(SEAL)

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

Name of Project: Oriole Park Elementary School Annex/Renovations

Project Number: 05720

FROM:

Atrium MBE _____ WBE X
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC 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 X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/4/14. 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.

Landscaping & playground Equipment

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$186,386.00



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 04 2014

Ms. Kathy Bruch
Atrium, Inc.
17113 Davey Road
Lemont, IL 60439

Dear Ms. Bruch:

We are pleased to inform you that **Atrium, Inc.** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **10/5/2016**; 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 **10/5/2014 and 10/5/2015**. 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 **10/5/2016**. 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 **08/5/2016**.

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 **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):

561730 – Landscape Care and Maintenance Services

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/cm

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

Name of Project: Oriole Park Elementary School Annex/Renovations

Project Number: 05720

FROM:

Arc Underground, Inc. MBE _____ WBE ☒
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC 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 6-30-14. 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.

Site Utilities

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 259,325.00

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, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0
0

% of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

% of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

Arc Underground, Inc

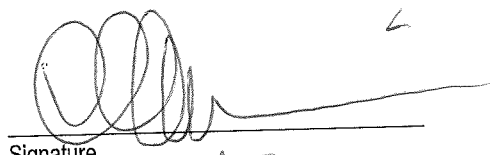
Name of MBE/WBE Firm (Print)

6.3.14

Date

773.235.4648

Phone



Signature

Christine M. Savio

Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Copy sent via email:
arcinc1@Comcast.net

March 5, 2014

Chistine M. Savoia
ARC Underground, Inc.
2114 W. Thomas St.
Chicago, IL 60622

Dear Ms. Savoia:

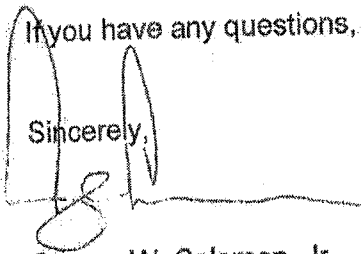
This letter is to inform you that the City of Chicago has extended your status as a **Women-Owned Business Enterprise (WBE)** until **June 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,


George W. Coleman, Jr.
Deputy Procurement Officer

GWC/tma



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Copy sent via email:
arcinc1@Comcast.net

March 5, 2014

Chistine M. Savoia
ARC Underground, Inc.
2114 W. Thomas St.
Chicago, IL 60622

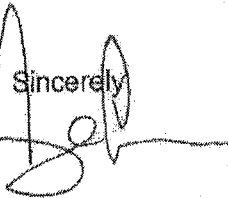
Dear Ms. Savoia:

This letter is to inform you that the City of Chicago has extended your status as a **Disadvantaged Business Enterprise (DBE)** until **June 31, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,


George W. Coleman, Jr.
Deputy Procurement Officer

GWC/tma

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

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: Oriole Park Elementary School Annex/Renovations

Project Number: 05720

FROM:

Evergreen Supply Co.
(Name of MBE or WBE)

MBE _____ WBE X

TO:

IHC Construction Companies, LLC 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 X a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated _____, 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.

Electrical Materials

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 58,400.00 @ 60 % = \$ 35,000.00

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, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

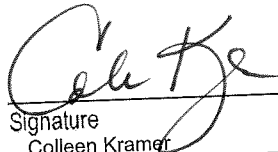
0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

Evergreen Supply Co.
Name of MBE/WBE Firm (Print)
Date
773-375-4750
Phone


Signature
Colleen Kramer
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ___ WBE ___ Non-MBE/WBE ___



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAR 10 2014

Ms. Colleen Kramer
Evergreen Supply Co.
9901 S. Torrence Ave.
Chicago, IL 60617

Dear Ms. Kramer:

We are pleased to inform you that **Evergreen Supply Co.**, has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/1/2018**; 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 **2/1/2015, 2/1/2016 and 2/1/2017**. 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 **2/1/2018**. 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 **12/1/2017**.

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, "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:

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

ge
JW

- 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:

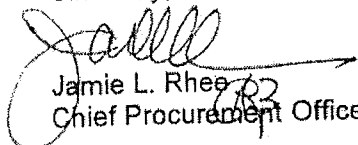
NAICS Code(s):

- 423610 – Construction Materials, Electrical Merchant Wholesalers**
- 423610 – Fixtures, Electric Lighting, Merchant Wholesalers**
- 423610 – Insulated Wire or Cable Merchant Wholesalers**
- 423690 – Condensers, Electronic, Merchant Wholesalers**
- 423690 – Electronic Parts (e.g., condensers, connectors, switches) Merchant Wholesalers**

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/cm

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

**To Perform As
Subcontractor, Subconsultant, and/or Material Supplier**

Name of Project: Oriole Park Elementary School Annex/Renovations

Project Number: 05720

FROM:

J.B. Erectors
(Name of MBE or WBE)

MBE ☒ WBE ☐

TO:

IHC Construction Companies, LLC 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 4/24/2014. 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.

TURNISH & ERECT STRUCTURAL AND MISCELLANEOUS METALS

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$ 839,000

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:

PURCHASE OF MATERIALS - \$250,000
FABRICATION OF MATERIALS - \$149,500
ENGINEERING - \$20,000

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

50 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

JB ERECTORS
Name of MBE/WBE Firm (Print)
6/6/14
Date

Phone

[Signature]
Signature
JOSE BARRAZA / PRESIDENT
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 24 2014

Jose Barraza
JB Erectors, Inc.
5025 S. Homan Avenue
Chicago, IL 60632

Dear Mr. Barraza:

We are pleased to inform you that **JB Erectors, Inc.** has been certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **04/15/2019**; 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 **04/15/2015, 04/15/2016, 04/15/2017, and 04/15/2018**. 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 **04/15/2019**. 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 **02/15/2019**.

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:

JB Erectors, Inc.

- 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:

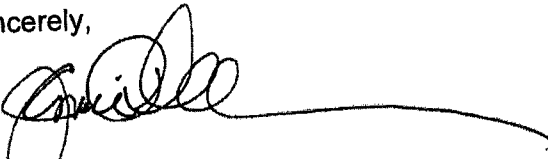
NAICS Code(s):

238120 Structural Steel and Precast Concrete 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,



Jamie L. Rhees
Chief Procurement Officer

JLR/sl



June 23rd, 2014

Public Building Commission of Chicago
Daley Center, Room 200
50 W. Washington St.
Chicago, IL 60602
Tel: 312-744-9442
Fax: 312-744-3572
Attn: Malisa G. Torres
Re: SCH. C Explanation of sub work at Oriole Park PBC Addition- Chicago, IL

Dear Ms. Torres,

Please be advised that JB Erectors, Inc. offers this letter as an explanation of our subletting of work at the above referenced project.

As the apparent low bidder, we will sublet and or provide purchase orders for the following work:

- Steel Material Purchasing - \$250,000.00
 - Materials that will be purchased for procurement for complete installation. We will source from suppliers that meet our materials budget.
- Steel Material Fabrication to an AISC Shop - \$149,500.00
 - As per section 055000 of the specification, specifically DIV. 5, we are to provide fabrication from an AISC Certified Shop. The AISC (American Institute of Steel Construction) certification requires licensing and accreditation that we do not carry, but supply when required. This is achieved by working composite with fabrication shops that do have this accreditation.
- Engineering - \$20,000.00
 - As per section 055000 of the specification, specifically DIV. 5, we are to provide engineering calculations approved and sealed by a licensed State of Illinois Structural Engineer. This work is not performed by JB Erectors, and sublets this portion of work to a licensed and certified firm.

We hope our description helps in providing the assurance in completing your due diligence. We hope to hear from you soon.

Please contact us with any questions.

Thank you,

Mr. Jose Barraza
President

Cc: Mr. Joe Slattery (IHC Construction)

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

Name of Project: Oriole Park Elementary School Annex/Renovations

Project Number: 05720

FROM:

H & P Contractor MBE X WBE _____
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC 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 X _____ a Corporation
_____ a Partnership _____ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated March 17, 2014. 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.

Framing and Drywall

Excluded Alternate # 1

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

Nine Hundred Ninety Eight Thousand, Five Hundred Dollars \$998,500.00

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, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

H & P Contractor Inc.

Name of MBE/WBE Firm (Print)

June 3, 2014

Date

773 645-0875

Phone


 Signature

Humberto Pinto
 Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

MBE WBE Non-MBE/WBE



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

March 17, 2014

Mr. Humberto Pinto
H & P Contractor, Inc.
2921 W. Diversey Ave.
Chicago, IL 60647

Dear Mr. Pinto:


This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **June 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and/or for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-4900.

Sincerely,


George Coleman
Deputy Procurement Officer

GC/cm

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

To Perform As

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: Oriole Park Elementary School Annex/Renovations

Project Number: 05720

FROM:

F.E. ROOFTEC CORPORATION MBE ☒ WBE ☐
(Name of MBE or WBE)

TO:

IHC Construction Companies, LLC 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 10/5/2014. 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.

Roofing

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

Lump Sum \$331,900.00

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, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

0 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

F.E. Rooftec Corporation

Name of MBE/WBE Firm (Print)

6/3/2014

Date

847-455-4766

Phone

Franklin G. Evans

Signature

FRANKLIN G. EVANS

Name (Print)

IF APPLICABLE:

BY:

 Joint Venture Partner (Print)

 Date

 Phone

 Signature

 Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____



CITY OF CHICAGO
OFFICE OF COMPLIANCE

October 7, 2011

Frank Evans
F.E. Rooftec Corporation
1959 Cornell Avenue
Melrose Park, IL 60160

Certificate Expires: October 5, 2016

Dear Mr. Frank Evans:

We are pleased to inform you that F.E. Rooftec Corporation has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until **October 5, 2016**; however your firm must be re-validated annually. Your firm's No Change Affidavit is due by **August 5, 2012**.

As a condition of continued certification during this five year period, you must file a No-Change Affidavit **within 60 days prior** to the date of expiration. Failure to file this Affidavit will result in the termination of your certification. You must also notify the City of Chicago of any changes in ownership or control of your firm or any other matters or facts affecting your firm's eligibility for certification.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago 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, and/or gross receipts that exceed the program threshold.

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

- ♦ file your No Change Affidavit within the required time period;
- ♦ provide financial or other records requested pursuant to an audit within the required time period; or
- ♦ notify the City of any changes affecting your firm's certification within 10 days of such change.



CITY OF CHICAGO
OFFICE OF COMPLIANCE

F.E. Rooftec Corporation

Page 2

Further, 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. And 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 that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, 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 \$5,000.00 and not more than \$10,000, or both.

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

NAICS - 238160 - ROOFING CONTRACTORS

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

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

Sincerely,

A handwritten signature in cursive script that reads "Michael Chambers".

Michael Chambers
Senior Compliance Officer
CITY OF CHICAGO
City Hall

TA

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

Name of Project: Oriole Park Elementary School Annex/Renovations

Project Number: 05720

FROM:

Genex Corporation
 (Name of MBE or WBE)

MBE x WBE

TO:

IHC Construction Companies, LLC 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 x a Corporation
 a Partnership a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 6/1/2013. 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.

Electrical Work

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the Contract Documents.

\$1,260,000.00

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, specifically describe the work and subcontract dollar amount:

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

SUB-SUBCONTRACTING LEVELS

20 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors. **LOW VOLTAGE**
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

BY:

Genex Corporation
Name of MBE/WBE Firm (Print)
6/3/14
Date
630-964-8400
Phone

Nand Belani
Signature
Nand Belani
Name (Print)

IF APPLICABLE:

BY:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE ____ WBE ____ Non-MBE/WBE ____



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 31 2013

Nand Belani
Genex Corporation
4811 Emerson Ave., #101
Palatine, IL 60067

Dear Belani:

We are pleased to inform you that **Genex Corporation** has been re-certified} as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **06/01/2018**; however your firms' certification must be re-validated 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 firms' **annual No-Change Affidavits** are due by **06/01/2014, 06/01/2015, 06/01/2016, and 06/01/2017**. 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 firms' five year certification will expire on **06/01/2018**. 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 04/01/2018.

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 firms' 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;

MAY 31 2013

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firms' 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 a minority-owned business or a woman-owned business, 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 \$5,000.00 and not more than \$10,000.00, or both.

Your firms' 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): Revised

238210 - Electrical Contractors, Electrical Wiring Contractors; Low Voltage Electrical Work

561320 - Temporary employment services

Your firms' participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) of 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

JR/mj



June 24th, 2014

To: City of Chicago, Contract Compliance Division

RE: Oriole Park Elementary School Annex/Renovation
PBC Contract# C1559
"Electrical Work"

Genex Corporation submitted a Schedule C to IHC Construction Companies, LLC for the above referenced project. The total project amount is \$1,260,000.00. Genex is proposing to subcontract approximately \$250,000 of the total value of the contract to Interstate Construction Co for the clock and other auxiliary system. Genex does not have the expertise to this work. Genex will provide the pipe and wire for this part of the work and Interstate will provide the specialized equipment as per specification.

Sincerely,

Nand Belani
President

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)Name of Project: Oriole Park Elementary School Annex/RenovationSTATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

President

Title and duly authorized representative of

IHC Construction Companies, LLC

Name of General Contractor whose address is

1500 Executive Drivein the City of Elgin, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
Atrium Inc.	Landscape / Playground Equip	\$	\$ 186,386.00
ARC Underground Inc.	Site Utilities	\$	\$ 259,325.00
Evergreen Supply Co.	Electrical Supply	\$	\$ 35,000.00
JB Erectors, Inc.	Steel	\$ 839,000.00	\$
H&P Contractor, Inc.	Drywall	\$ 998,500.00	\$
F.E. Rooftec Corporation	Roofing	\$ 331,900.00	\$
Genex Corporation	Electrical	\$1,260,000.00	\$
		\$	\$
Total Net MBE/WBE Credit		\$3,429,400.00	\$ 480,771.00
Percent of Total Base Bid		28.85 %	4.04 %

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.

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

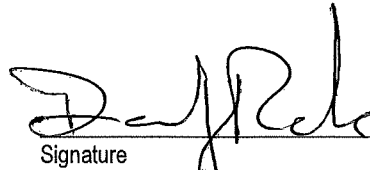
The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Contractor of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

BY:

IHC Construction Companies, LLC
Name of Contractor (Print)

June 3, 2014
Date

(847) 742-1516
Phone


Signature

David J. Rock, President
Name (Print)

IF APPLICABLE:

~~BY:~~

~~_____
Joint Venture Partner (Print)~~

~~_____
Signature~~

~~_____
Date~~

~~_____
Name (Print)~~

~~_____
Phone/FAX~~

~~MBE ____ WBE ____ Non-MBE/WBE ____~~

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: June 3, 2014

Erin Lavin Cabonargi, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear Mrs. Cabonargi:

RE: Contract No. C1559

Project Title: Oriole Park Elementary School Annex/Renovation

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

Documentation attached: yes ☐ no ☐

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Signature

Print Name

Title

Name of Firm

Statement of Bidder's Qualifications (1 of 2)

At the request of the Commission, the Bidder shall also submit additional information regarding the capability of the Bidder to perform the Contract.

Bidder IHC Construction Companies, LLC

Submitted By David J. Rock

Title President

Address 1500 Executive Drive
Elgin, IL 60123

Local Telephone No. and Fax No. (847) 742-1516 / (847) 742-6610

How many years operating as contractor for work of this nature? 108 Years

List of recently completed contracts of similar dollar value and scope of work.

	Name/Address	Dollar Amount	Year of Contract	Nature of Project
	SEE ATTACHED			

The Lowest Responsive and Responsible Bidder shall be required to attend a Pre-Award Meeting the day following the scheduled Bid Due Date to verify past experience and familiarity with this project.

The Lowest Responsive and Responsible Bidder shall be required to bring representatives of all sub-contractors intended to be assigned to the project.

RECENTLY COMPLETED CONTRACTS - SIMILAR DOLLAR VALUE AND SCOPE OF WORK (date: 5/29/14)

Public Building Commission of Chicago: Contract No. C1559 - Oriole Park Elementary School Annex/Renovation, Chicago, IL

PROJECT NAME BRIEF DESCRIPTION	CONTRACT VALUE	COMPLETION DATE	NAME OF OWNER CONTACT, ADDRESS, PHONE #
PBC 2013 SCHOOL INVESTMENT PROGRAM RENOVATIONS AT 9 CHICAGO PUBLIC SCHOOLS/11 FACILITIES: ELEMENTARY: BRENNEMANN, BRENTANO, CHAPPELL, MCCUTCHEON, MCPHERSON, STOCKTON HIGH SCHOOL: SCHURZ, SENN, TAFT CLASSROOM RENOVATION, TECHNOLOGY UPGRADES, ROOF REPAIR, ENHANCED SCIENCE LABS, MEP REPAIRS, DOORS AND HARDWARE CHICAGO, IL	\$14,995,000	AUG. 2013	PUBLIC BUILDING COMMISSION OF CHICAGO PAUL SPIELES, CHIEF DEVELOPMENT OFFICER 50 W. WASHINGTON, ROOM 200 CHICAGO, IL 60602 312-744-3090
NILES NORTH HIGH SCHOOL NEW 28,000 SF AQUATICS CENTER ADDITION (SOUTH POOL) RENOVATIONS TO EXISTING NORTH POOL WITH MEP UPDGRADES STUDENT/COMMUNITY LOCKER ROOM, FACULTY OFFICES SKOKIE, IL <i>pursuing LEED GOLD CERTIFICATION</i>	\$14,900,000	AUG. 2013	NILES TOWNSHIP HIGH SCHOOL DISTRICT 219 DR. NANJIANN GATTA, SUPERINTENDENT 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3960
WILLIAM J. ONAHAN SCHOOL ANNEX NEW 23,678 GSF TWO-STORY LINKED ANNEX BUILDING ADDITION, RENOVATIONS TO EXISTING STRUCTURE, SITE WORK AT MODULAR AREA, STANDARD & COMPUTER CLASSROOMS CHICAGO, IL	\$8,736,775	MAY 2013	PUBLIC BUILDING COMMISSION OF CHICAGO ERIC ODDERSTOL, PE, DEPUTY PROGRAM MGR. 50 W. WASHINGTON, ROOM 200 CHICAGO, IL 60602 312-744-8381
ELGIN COMMUNITY COLLEGE NEW 97,000 SF ACADEMIC LIBRARY ADDITION 143,000 SF OF RENOVATIONS TO STUDENT RESOURCE CENTER MEP, SITEWORK ELGIN, IL <i>LEED SILVER CERTIFICATION - ACADEMIC LIBRARY</i>	\$46,635,000	JAN. 2012 LIBRARY MAR. 2012 SRC OCT. 2012 - HBT	ELGIN COMMUNITY COLLEGE PAUL DAWSON, MANAGING DIRECTOR FACILITIES 1700 SPARTAN DRIVE ELGIN, IL 60123 847-214-7364
MUNDELEIN HIGH SCHOOL DISTRICT 120 RENOVATIONS AND UPGRADES: TOILET ROOM, ROOFING, TRACK AND FIELD, POOL, WINDOWS, MEP SYSTEMS. MUNDELEIN, IL	\$10,000,000	AUG. 2012	MUNDELEIN HIGH SCHOOL DISTRICT 120 ANDREW SEARLE, BUSINESS MANAGER 1350 W. HAWLEY STREET MUNDELEIN, IL 60060 847-949-2200 ext.1213
NAPERVILLE CENTRAL HIGH SCHOOL 172,430 SF OF ADDITIONS (3-STORY CLASSROOM ADDITION, 3-STORY ADMINISTRATION & ENTRY ADDITION, MUSIC ADDITION) 280,000 SF OF RENOVATIONS THROUGHOUT INTERIOR & EXTERIOR SCIENCE ROOM RENOVATIONS, MEP, SITEWORK NAPERVILLE, IL	\$87,700,000	AUG. 2011	NAPERVILLE COMMUNITY UNIT SCHOOL DIST. 203 DR. DAN BRIDGES, SUPERINTENDENT 203 WEST HILLSIDE ROAD NAPERVILLE, IL 60540 630-420-6311
MORAIN VALLEY COMMUNITY COLLEGE - CAMPUS EXPANSION NEW 100,000 SF VERNON O. CRAWLEY SCIENCE HALL NEW 54,000 SF MORAIN BUSINESS & CONFERENCE CTR NEW 30,300 SF STUDENT UNION BUILDING 57,000 SF OF ADDITIONS AND RENOS TO STUDENT SVC CTR 100,000 SF OF RENOVATIONS TO EXISTING BUILDINGS A, B & L NEW 32,161 SF SOUTHWEST EDUCATION CENTER IN TINLEY PARK INFRASTRUCTURE IMPROVEMENTS THROUGHOUT MAIN CAMPUS PALOS HILLS & TINLEY PARK, IL <i>LEED PLATINUM CERTIFICATION</i>	\$97,000,000	OCT. 2010	MORAIN VALLEY COMMUNITY COLLEGE ANDREW DUREN, MS, VP ADMIN. 9000 W. COLLEGE PARKWAY, D201 PALOS HILLS, IL 60465 708-974-5203
NILES THSD 219 - SUMMER 2010 RENOVATIONS CAPITAL IMPROVEMENTS NILES WEST, NORTH AND CENTRAL HIGH SCHOOLS SKOKIE, IL	\$10,000,000	OCT. 2010	NILES TOWNSHIP HIGH SCHOOL DISTRICT 219 DR. NANJIANN GATTA, SUPERINTENDENT 7700 GROSS POINT ROAD SKOKIE, IL 60077 847-626-3960
GRANT HIGH SCHOOL NEW FIELDHOUSE 2 CLASSROOM ADDITIONS: SCIENCE LABS, ART STUDIOS, FAMILY AND CONSUMER SCIENCE LABS FOX LAKE, IL	\$34,000,000	DEC. 2009	GRANT COMMUNITY HIGH SCHOOL DISTRICT 124 DR. CHRISTINE SEFCIK, SUPERINTENDENT 285 E. GRAND AVENUE FOX LAKE, IL 60020 847-587-2561

Statement Of Bidder's Qualifications (2 of 2)

The undersigned hereby authorizes any person, firm, or corporation to furnish any information requested by the Public Building Commission of Chicago in verification of this Statement of Bidder's Qualifications.

If submitted by a corporation:

(a) Corporation Name IHC Construction Companies, LLC

(b) State and City in which incorporated Organized in Elgin, IL

(c) If incorporated in another state, is firm authorized to do business in the State of Illinois? Yes ☐ No ☐

(d) Name and address of registered agent in Illinois

Thomas S. Rakow, 1797 N. LaFox, South Elgin, IL 60177

(e) Names and titles of officers authorized to sign contracts

See Attached

Name

Title

Name

Title

~~If submitted by a partnership:~~

~~(a) Firm Name~~

~~(b) Official Address~~

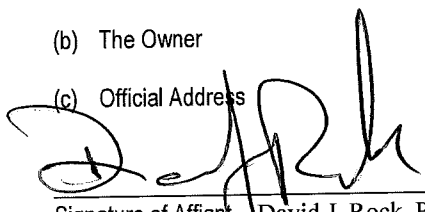
~~(c) Names of all Partners:~~

~~If submitted by an individual:~~


~~(a) Firm Name~~

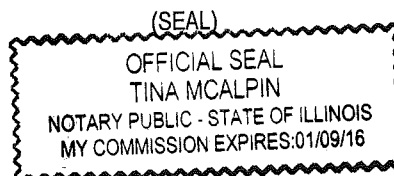
~~(b) The Owner~~

~~(c) Official Address~~


Signature of Affiant David J. Rock, President

Subscribed and sworn to before me this 3rd day of June 20 14


Notary Public
My Commission expires: 1-09-16





CONSTRUCTION
COMPANIES
LLC

ACTION BY MEMBERS

IHC CONSTRUCTION COMPANIES, L.L.C.

BY MAJORITY WRITTEN CONSENT

We, the undersigned, being the majority of members of IHC Construction Companies, L.L.C. an Illinois Limited Liability Company, hereby consent in writing without a meeting to the following actions:

Resolved, that those persons whose names are included below hold the positions set beside their names.

Resolved, that those same persons whose names are included below are hereby authorized to bind the company, to sign, contracts, bids and bonds and to execute all documents necessary to conduct business on behalf of the limited liability company.

THOMAS S. RAKOW

CHAIRMAN, TREASURER

DAVID J. ROCK

PRESIDENT

ALAN L. OROSZ

SECRETARY

WALTER P. DWYER

VICE PRESIDENT, ASSISTANT SECRETARY

THOMAS S. RAKOW
IHC Group, Inc., by its President
MEMBER

DAVID J. ROCK
MEMBER

ALAN L. OROSZ
MEMBER

WALTER P. DWYER
MEMBER

I hereby certify that this is a true copy of an original document.

NOTARY PUBLIC

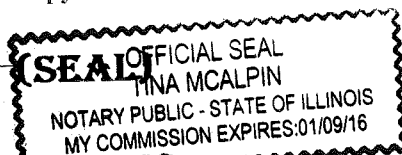
Dated: 6 May 2013

Subscribed and sworn to before me
this 5th day of May 2013.

Dated: 6-03-14

NOTARY PUBLIC

NAOMI G. MURDOCH
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 28, 2015



Corporate Office: 1500 Executive Drive, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Underground Contractors' Office/Warehouse: 840 Church Road, Elgin, IL 60123 • Fax: 847-289-3650
Repair and Fabrication Shop/Yard: 1797 N. LaFox Street, South Elgin, IL 60177

www.ihcconstruction.com
ESTABLISHED 1906

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

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: Oriole Park Elementary School Annex/Renovation

- a. Description of goods or services to be provided under Contract

General Construction

2. Name of Contractor: IHC Construction Companies, LLC

3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Check here if no such persons have been retained or are anticipated to be retained: X

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
None			

4. The Contractor understands and agrees as follows:

- a. 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.
- b. 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.
- c. 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.

Signature

David J. Rock
Name (Type or Print)

June 3, 2014

Date

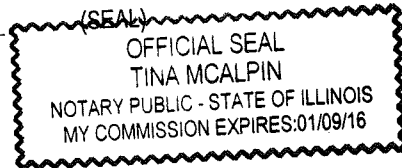
President

Title

Subscribed and sworn to before me
this 3rd day of June, 2014

Notary Public

Commission expires: 1-09-16



Performance and Payment Bond
BOND NO. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

with offices in the _____ State of _____
as _____ Corporate _____ Principal, and _____

a corporation organized and existing under the laws of the State of _____, 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 _____ Dollars (\$ _____) 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 _____, 20____, for the furnishing, fabrication, delivery and installation of the

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.

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 _____ dollars (\$ _____), 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.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ 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:

Name

Business Address

City State

CORPORATE SEAL

ATTEST:

BY _____

Secretary
Title

Business Address

BY _____ (Seal)
Individual Principal

Individual Principal

Partner

Corporate Principal

BY _____

Resident
Title

Corporate Surety

BY _____

Title

Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ _____ per thousand.**
Total amount of premium charged is \$ _____ **

* 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. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

Bond Approval

BY

Lori Ann Lypson, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the _____
Secretary of the _____ who signed on behalf of
corporation named as Principal in the within _____
the Principal was then _____ of said corporation; that I know this person's signature, and the signature
hereto is genuine, and the said bond was duly signed, sealed, and attested for and in behalf of said corporation by
authority of its governing body.

Dated this _____ day of _____ 20____.

CORPORATE SEAL

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

EXHIBIT #1 Cook County Prevailing Wage for May 2014

Illinois Department of Labor Prevailing Rates of Hourly Wages for Cook County

Cook County Prevailing Wage for May 2014

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	====	=	=====	=====	=====	====	====	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			37.100	37.600	1.5	1.5	2.0	13.38	9.520	0.000	0.500
ASBESTOS ABT-MEC	BLD			35.100	37.600	1.5	1.5	2.0	11.17	10.76	0.000	0.720
BOILERMAKER	BLD			44.240	48.220	2.0	2.0	2.0	6.970	17.54	0.000	0.350
BRICK MASON	BLD			41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
CARPENTER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
CEMENT MASON	ALL			42.350	44.350	2.0	1.5	2.0	12.16	12.35	0.000	0.430
CERAMIC TILE FNSHER	BLD			34.810	0.000	2.0	1.5	2.0	10.20	7.830	0.000	0.640
COMM. ELECT.	BLD			38.000	40.800	1.5	1.5	2.0	8.420	11.30	1.100	0.700
ELECTRIC PWR EQMT OP	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRIC PWR GRNDMAN	ALL			34.980	49.850	1.5	1.5	2.0	8.290	11.10	0.000	0.350
ELECTRIC PWR LINEMAN	ALL			44.850	49.850	1.5	1.5	2.0	10.63	14.23	0.000	0.450
ELECTRICIAN	ALL			43.000	46.000	1.5	1.5	2.0	12.83	14.27	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			49.900	56.140	2.0	2.0	2.0	12.73	13.46	3.990	0.600
FENCE ERECTOR	ALL			34.840	36.840	1.5	1.5	2.0	12.86	10.67	0.000	0.300
GLAZIER	BLD			40.000	41.500	1.5	2.0	2.0	12.49	15.99	0.000	0.940
HT/FROST INSULATOR	BLD			46.950	49.450	1.5	1.5	2.0	11.17	11.96	0.000	0.720
IRON WORKER	ALL			42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
LABORER	ALL			37.000	37.750	1.5	1.5	2.0	13.38	9.520	0.000	0.500
LATHER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
MACHINIST	BLD			43.920	46.420	1.5	1.5	2.0	6.760	8.950	1.850	0.000
MARBLE FINISHERS	ALL			30.520	0.000	1.5	1.5	2.0	9.700	12.55	0.000	0.590
MARBLE MASON	BLD			40.780	44.860	1.5	1.5	2.0	9.700	12.71	0.000	0.740
MATERIAL TESTER I	ALL			27.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MATERIALS TESTER II	ALL			32.000	0.000	1.5	1.5	2.0	13.38	9.520	0.000	0.500
MILLWRIGHT	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
OPERATING ENGINEER	BLD 1			46.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 2			44.800	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 3			42.250	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 4			40.500	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 5			49.850	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 6			47.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	BLD 7			49.100	50.100	2.0	2.0	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	FLT 5			52.800	51.300	1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 1			44.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 2			43.750	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 3			41.700	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 4			40.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 5			39.100	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 6			47.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY 7			45.300	48.300	1.5	1.5	2.0	16.60	11.05	1.900	1.250
ORNAMNTL IRON WORKER	ALL			42.900	45.400	2.0	2.0	2.0	13.11	16.40	0.000	0.600
PAINTER	ALL			40.750	45.500	1.5	1.5	1.5	10.75	11.10	0.000	0.770
PAINTER SIGNS	BLD			33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER	ALL			42.520	44.520	1.5	1.5	2.0	13.29	12.75	0.000	0.630
PIPEFITTER	BLD			46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.680
PLASTERER	BLD			41.250	43.730	1.5	1.5	2.0	11.10	11.69	0.000	0.550
PLUMBER	BLD			46.050	48.050	1.5	1.5	2.0	12.53	10.06	0.000	0.880
ROOFER	BLD			39.200	42.200	1.5	1.5	2.0	8.280	9.690	0.000	0.430
SHEETMETAL WORKER	BLD			41.210	44.510	1.5	1.5	2.0	10.48	19.41	0.000	0.660

SIGN HANGER	BLD	30.210	30.710	1.5	1.5	2.0	4.850	3.030	0.000	0.000
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	10.75	8.850	0.000	0.450
STEEL ERECTOR	ALL	42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350
STONE MASON	BLD	41.580	45.740	1.5	1.5	2.0	9.700	12.80	0.000	1.040
SURVEY WORKER	ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER	BLD	36.040	0.000	1.5	1.5	2.0	10.20	9.900	0.000	0.540
TERRAZZO MASON	BLD	39.880	42.880	1.5	1.5	2.0	10.20	11.25	0.000	0.700
TILE MASON	BLD	41.840	45.840	2.0	1.5	2.0	10.20	9.560	0.000	0.880
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	33.850	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	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	E ALL 4	34.500	34.500	1.5	1.5	2.0	8.150	8.500	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	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
TUCKPOINTER	BLD	41.950	42.950	1.5	1.5	2.0	8.180	11.78	0.000	0.630

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 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 300 ft.); 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 5 ft. 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

Class 1. Craft Foreman; Master Mechanic; Diver/Wet Tender; Engineer; Engineer (Hydraulic 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.

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.

Class 2. 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, Euclids, 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

Construction Board of Education (CBOE)
1559 Oriole Park Elementary 05720

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's Director of Risk Management.

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 Board of Education of the City of Chicago and the City of Chicago as Additional Insured using the ISO CG2010 and CG2037. 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 Board of Education of the City of Chicago and the City 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

4) **Contractors Pollution Liability**

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.

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 Board of Education of the City of Chicago and the City of Chicago, 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.

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**

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 sitework. 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 with a sublimit of \$1,000,000.

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 Risk Management Department, 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 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 Board of Education of the City of Chicago and the City 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 Board of Education of the City of Chicago and the City 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 Board of Education of the City of Chicago and the City 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:

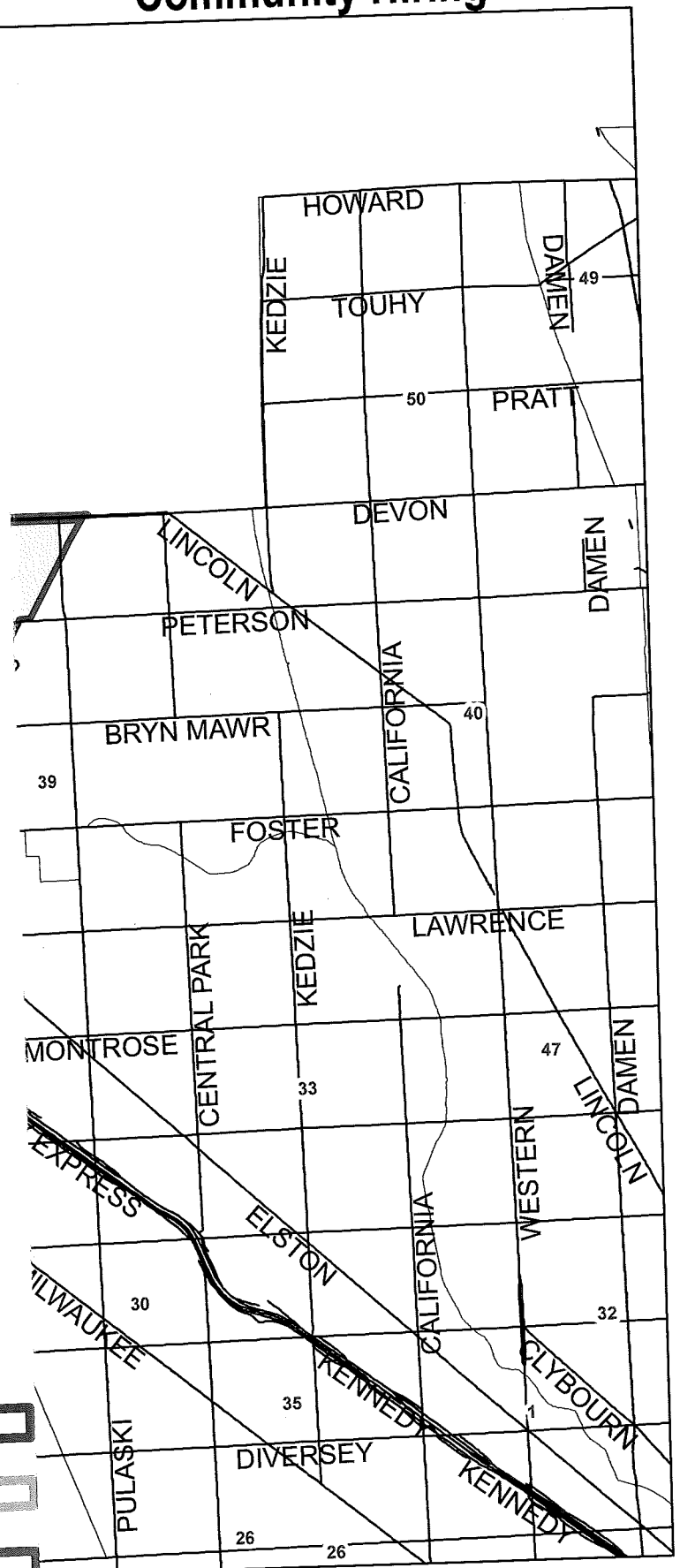
1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements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

The Public Building Commission's Director of Risk Management maintains the rights to modify, delete, alter or change these requirements.

Park Elementary School Annex Community Hiring Areas



Oriole Park ES
Ward Boundary
Community Area





ACTION BY MEMBERS

IHC CONSTRUCTION COMPANIES, L.L.C.

BY MAJORITY WRITTEN CONSENT

We, the undersigned, being the majority of members of IHC Construction Companies, L.L.C. an Illinois Limited Liability Company, hereby consent in writing without a meeting to the following actions:

Resolved, that those persons whose names are included below hold the positions set beside their names.

Resolved, that those same persons whose names are included below are hereby authorized to bind the company, to sign, contracts, bids and bonds and to execute all documents necessary to conduct business on behalf of the limited liability company.

THOMAS S. RAKOW

CHAIRMAN, TREASURER

DAVID J. ROCK

PRESIDENT

ALAN L. OROSZ

SECRETARY

WALTER P. DWYER

VICE PRESIDENT, ASSISTANT SECRETARY

THOMAS S. RAKOW
IHC Group, Inc., by its President
MEMBER

DAVID J. ROCK
MEMBER

ALAN L. OROSZ
MEMBER

WALTER P. DWYER
MEMBER

I hereby certify that this is a true copy of an original document.

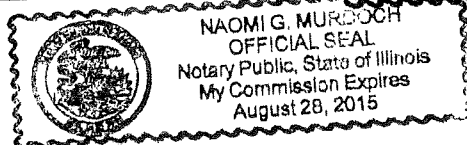
NOTARY PUBLIC

Dated: 6 May 2013

Subscribed and sworn to before me
this 5th day of May 2013.

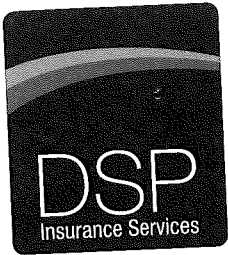
Dated: 17 JUNE 2014

NOTARY PUBLIC



NAOMI G. MURDOCH
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
August 28, 2015

Corporate Office: 1500 Executive Drive, Elgin, IL 60123 • Phone: 847-742-1516 • Fax: 847-742-6610
Underground Contractors' Office/Warehouse: 840 Church Road, Elgin, IL 60123 • Fax: 847-289-3650
Repair and Fabrication Shop/Yard: 1797 N. LaFox Street, South Elgin, IL 60177



1900 E. Golf Road, Suite 650
Schaumburg, IL 60173
P 847 934 6100
F 847 934 6186
www.dspins.com

May 28, 2014

Public Building Commission of Chicago
50 West Washington Street
Chicago, IL 60602

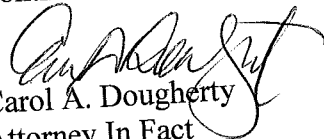
Re: IHC Construction Companies, LLC
Oriole Park Elementary School Annex/Renovation, Project #05720

To Whom It May Concern:

At the request of IHC Construction Companies, LLC and in support of this bid, we have agreed to act as surety on the performance and payment bonds specified in the bid documents, pursuant to satisfactory review of the bid results and contract documents, as well as IHC Construction Companies, LLC continuing to satisfy other underwriting criteria.

Continental Casualty Company is a CNA Surety company and rated A XV by AM Best.

Sincerely,
Continental Casualty Company


Carol A. Dougherty
Attorney In Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Carol A Dougherty, J S Pohl, R B Schutz, James L Sulkowski, Robert E Kappus, Sherene L Hemler, Sarah E Green,
Individually

of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of July, 2013.

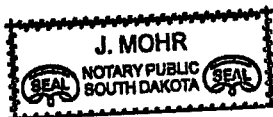


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of July, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of May, 2014.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D Bult
D. Bult Assistant Secretary



Chicago, IL | St. Louis, MO
www.assuranceagency.com

March 28, 2014

RE: Contract No. C1559
Oriole Park Elementary School Annex/Renovation

To Whom It May Concern:

Assurance Agency Ltd. has reviewed the specifications per the above contract. All certificates of insurance, endorsements and policy binders that are required can be obtained for IHC Construction Companies, LLC from their carriers.

Assurance Agency Ltd is a binding agent and has authority to bind coverage.

If you have any questions or need copies of Certificates of Insurance please contact me.

Thank You

Dan Klaras
President
847-463-7327

**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 :

IHC CONSTRUCTION COMPANIES, L.L.C.
1500 EXECUTIVE DRIVE
ELGIN IL 60123

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04230

CERTIFICATE NUMBER: GC04230-11

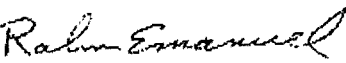
FEE: \$ 2000

DATE ISSUED: 03/31/2014

DATE EXPIRES: 04/12/2015

THIS LICENSE IS NON-TRANSFERABLE

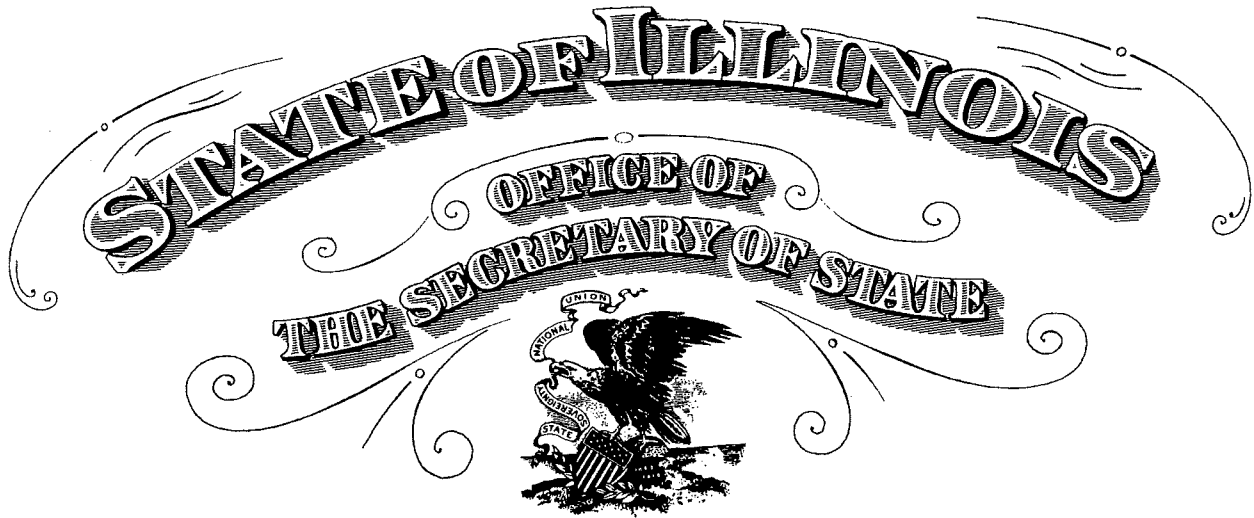
THIS LICENSE IS ISSUED AND ACCEPTED SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION FOR SAID LICENSE. THIS LICENSE MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW. THE ABOVE LICENSEE SHALL OBSERVE AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS OF THE UNITED STATES, STATE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


Rahm Emanuel
Mayor


Felicia Davis
Commissioner

File Number

0063312-7



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

IHC CONSTRUCTION COMPANIES, L.L.C., HAVING ORGANIZED IN THE STATE OF ILLINOIS ON DECEMBER 03, 2001, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 15TH day of MAY A.D. 2012 .

Jesse White

Authentication #: 1213600800

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1559

PERFORMANCE AND PAYMENT BOND

Contract No.

Bond No. 929594573

C1559

KNOW ALL MEN BY THESE PRESENTS, that we, IHC CONSTRUCTION COMPANIES, L.L.C. a Limited Liability Company organized and existing under the laws of the State of Illinois, with offices in the City of Elgin, State of Illinois, as Limited Liability Company Principal, and Continental Casualty Company
333 S. Wabash, 41st Floor
Chicago, IL 60604

a corporation organized and existing under the laws of the State of Illinois, 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 ELEVEN MILLION EIGHT HUNDRED EIGHTY-NINE THOUSAND DOLLARS AND NO CENTS 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 June 10, 2014, for the fabrication, delivery, performance and installation of:

Oriole Park Elementary School Annex/Renovation

5424 North Oketo Avenue

Chicago, IL 60656

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

PUBLIC BUILDING COMMISSION OF CHICAGO
Contract No. C1559

BOND APPROVAL

BY



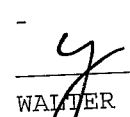
Secretary,
Public Building Commission of Chicago

LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE AS TO ~~CORPORATE~~ SEAL

I, Walter P. Dwyer, certify that I am the Assistant Secretary of IHC Construction Companies, LLC, ~~LLC~~ ~~corporation~~ named as Principal in the foregoing performance and payment bond, that David J. Rock who signed on behalf of the Principal was then President of said ~~LLC~~ ~~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 June, 2014.

LIMITED LIABILITY COMPANY
~~CORPORATE~~ SEAL

IHC CONSTRUCTION COMPANIES, LLC
- 

WALTER P. DWYER, ASSISTANT SECRETARY

Surety Company Acknowledgement

STATE OF **ILLINOIS**
COUNTY OF **COOK**

SS:

On this **17th day of June, 2014**, before me personally appeared **Carol A. Dougherty**, to me known, who, being by me duly sworn, did depose and say: that (s)he resides at **Schaumburg, Illinois**, that (s)he is the **Attorney in Fact of Continental Casualty Company**, the corporation described in and which executed the annexed instrument; that (s)he knows the corporate seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed his/her name thereto by like order; and that the liabilities of said corporation do not exceed its assets as ascertained in the manner provided by law.

Nancy A. Zorica

Notary Public in and for the above County and State

My Commission Expires: **02/06/16**



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Carol A Dougherty, J S Pohl, R B Schutz, James L Sulkowski, Robert E Kappus, Sherene L Hemler, Sarah E Green,
Individually

of Palatine, IL, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 16th day of July, 2013.

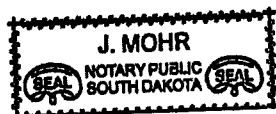


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of July, 2013, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2015

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 17th day of June, 2014.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
D. Bult Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/18/2014

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

Assurance Agency, Ltd.
One Century Centre
1750 E. Golf Road
Schaumburg IL 60173-

CONTACT

NAME: Alison Valois

PHONE (A/C, No, Ext): (847) 463-7810

FAX (A/C, No): (847) 440-9124

E-MAIL ADDRESS: avalois@assuranceagency.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Allied World Assurance Company

19489

INSURER B: Hanover Insurance Co.

10212

INSURER C: Starr Indemnity and Liability

38318

INSURER D: Liberty Insurance Corp.

26042

INSURER E: Liberty Mutual Fire Insurance Compa

INSURER F:

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER: 2103412223

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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY			TB7Z91461489023	10/1/2013	10/1/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
E	AUTOMOBILE LIABILITY			AS2Z91461489033	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	UMBRELLA LIAB			1000020360	10/1/2013	10/1/2014	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input checked="" type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input checked="" type="checkbox"/> RETENTION \$10,000						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC7Z91461489013	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						
B A	Builders Risk Pollution/Professional Leased & Rented Equipment			IHCA337580 03078593	6/23/2014 10/1/2013	8/20/2015 10/1/2014	Limit \$11,889,000 Limit \$5,000,000 Limit/Deductible: \$450,000/\$1,000

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

*The Named Insured on the Builders Risk policy is The Public Building Commission of Chicago and the Board of Education of the City of Chicago.

RE: PROJECT #05720 - IHC Job #14226 - ORIOLE PARK ELEMENTARY SCHOOL ANNEX/RENOVATION - 5424 North Oketo Avenue, Chicago, Illinois 60656.

See Attached...

CERTIFICATE HOLDER

The Public Building Commission of Chicago and the
Board of Education of the City of Chicago
50 West Washington Street
Chicago IL 60602

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.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: IHCCONS-01

LOC #: _____

Page 1 of 1



ADDITIONAL REMARKS SCHEDULE

AGENCY
Assurance Agency, Ltd.

POLICY NUMBER

CARRIER

NAIC CODE

NAMED INSURED
IHC Construction Companies, LLC
1500 Executive Drive
Elgin IL 60123

EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

It is agreed that the following are added as Additional Insureds, when required by written contract, on the General Liability and Automobile Liability policies on a primary and non-contributory basis with respect to operations performed by the Named Insured in connection with this project.

1. Public Building Commission of Chicago
2. the Board of Education of the City of Chicago
3. City of Chicago
4. and others as may be required by the Public Building Commission of Chicago

A Waiver of Subrogation in favor of the Additional Insureds applies to the Worker's Compensation, General Liability and Automobile policies, when required by written contract and where allowed by law.

POLICY NUMBER: TB7Z91461489023

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket as required by Contract or Agreement and executed prior to loss.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER TB7Z91461489023

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Blanket as required by Contract or Agreement and executed prior to loss
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

POLICY NUMBER: TB7Z91461489023

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization for whom or which you are required by any contract or agreement, executed prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: AS2Z91461489033

COMMERCIAL AUTO
CA 04 44 03 10

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

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

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

Named Insured: IHC CONSTRUCTION COMPANIES LLC

Endorsement Effective Date: 10/01/2013

SCHEDULE

**Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH
YOU ARE REQUIRED BY ANY CONTRACT OR AGREEMENT,
EXECUTED PRIOR TO LOSS.**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED BY WRITTEN CONTRACT.

This endorsement changes the policy to which it is attached 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 10/01/2013 Policy No. WC7Z91461489013 Endorsement No. 000
Premium \$

Insured IHC CONSTRUCTION COMPANIES, LLC
Insurance Company

Countersigned by

Daniel R. Keras

WC 00 03 13
(Ed. 4-84)

© 1993 National Council on Compensation Insurance.

POLICY NUMBER: AS2Z91461489033

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

(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.

