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TO BE EXECUTED IN DUPLICATE

BOOK 1:

PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS

CONTRACT NO. C1571

TONTI ELEMENTARY SCHOOL MODULAR  
CHICAGO, ILLINOIS  
PROJECT #19120

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  
[www.pbcchicago.com](http://www.pbcchicago.com)

*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 29, 2015

## TABLE OF CONTENTS

I. INTRODUCTION .....	4
II. PROJECT INFORMATION .....	4
A. GENERAL INFORMATION .....	4
B. MANDATORY PROJECT SPECIFIC CONTRACTOR STAFFING REQUIREMENTS .....	5
C. TIME OF COMPLETION .....	5
D. COMMISSION'S CONTRACT CONTINGENCY .....	5
E. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED .....	5
F. LIQUIDATED DAMAGES .....	6
G. PREVAILING WAGE RATES .....	6
III. INSTRUCTIONS FOR BIDDERS .....	7
A. EXAMINATION OF DOCUMENTS BY BIDDER .....	7
B. INTERPRETATIONS OF ADDENDA .....	7
C. INSPECTION OF SITE .....	7
D. PRE-QUALIFICATION OF BIDDERS .....	7
E. EVIDENCE OF CONTINUING QUALIFICATIONS OF BIDDER .....	7
F. PREPARATION OF BID .....	8
G. BID DEPOSIT .....	8
H. BIDDER'S EXECUTION OF BID .....	8
I. AFFIDAVIT OF NON-COLLUSION .....	9
J. MBE AND WBE COMMITMENTS .....	9
K. LOCAL BUSINESS SUBCONTRACTING PARTICIPATION AND COMMUNITY HIRING .....	9
L. DISCLOSURE OF RETAINED PARTIES .....	10
M. SUBMISSION OF BID .....	10
N. WITHDRAWAL OF BIDS BEFORE BID OPENING .....	10
O. OPENING OF BIDS .....	10
P. EVALUATION OF BIDS .....	10
Q. BASIS OF AWARD .....	10
R. PERFORMANCE AND PAYMENT BOND AND INSURANCE .....	10
S. PROTESTS .....	11
T. LICENSING .....	11
U. AWARD OF CONTRACT; REJECTION OF BIDS .....	11
V. ALTERNATES-COMMISSION DISCRETION .....	12
W. PROJECT LABOR AGREEMENT .....	12
IV. PROPOSAL AND EXECUTION DOCUMENTS .....	13
A. CONTRACTOR'S BID .....	13

**PUBLIC BUILDING COMMISSION OF CHICAGO**

B. BID FORM ..... 14

C. SITE WORK ALLOWANCE SCHEDULE ..... 15

D. ACCEPTANCE OF THE BID ..... 19

E. ALTERNATES ..... 20

V. PROPOSAL SUPPORT DOCUMENTS ..... 20

    A. BASIS OF AWARD (AWARD CRITERIA) ..... 20

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED ..... 24

    Affidavit Of Non-collusion ..... 24

    SCHEDULE B - Joint Venture Affidavit (1 of 3) ..... 25

    SCHEDULE C - Letter of Intent from MBE/WBE (1 of 2) ..... 28

    SCHEDULE E - Request for Waiver from MBE/WBE Participation ..... 32

    Disclosure of Retained Parties ..... 33

    Performance and Payment Bond ..... 35

    Bond Approval ..... 38

DOCUMENT SUBMITTAL CHECKLIST ..... 39

EXHIBIT #1 COOK COUNTY PREVAILING WAGE FOR MAY 2015 ..... 40

EXHIBIT #2 INSURANCE REQUIREMENTS ..... 46

EXHIBIT #3 PROJECT COMMUNITY AREA MAP ..... 50

## 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:

**CONTRACT NO. C1571**

**TONTI ELEMENTARY SCHOOL MODULAR  
CHICAGO, ILLINOIS  
PROJECT #19120**

2. General Description of Scope of Work:

As further described in the detailed specifications and drawings, the project consists of:

This modular building is intended to provide additional classrooms to serve the existing facility. The project consists of fabrication and installation of a new 4-classroom modular building. The new modular building will be ordered, delivered, and installed at the project site. The modular building will be placed over spread concrete footings and will be directly connected to an existing 4-classroom modular building installed in 2013. Fire alarm, intercom, and other connections will be made through the existing modular building to the main building. The new modular will make use of existing water and sewer connections where possible. Site improvements may be comprised of storm water management improvements, sidewalks and landscaping. The project is expected to start construction Spring of 2015 and be completed in August of 2015.

3. Construction Budget: \$1,200,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 23
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas. Project Community Areas shall be designated in a forthcoming addendum.
7. Requests for Information: send to Public Building Commission of Chicago, Attn: Ms. Patricia Montenegro, Contract Officer by (email) [Patricia.Montenegro@cityofchicago.org](mailto:Patricia.Montenegro@cityofchicago.org) or (fax) 312-744-3572.
8. Contract Documents Available at: BHFx, 19 South Wabash, Chicago, IL 60603, telephone number: 312-782-2226.
9. Online Contract Documents Available at:  
<http://www.bhfxplanroom.com/details.php?job=683&jobName=PBC+Project+%2319120+2015+Modular+Program+-+Tonti+ES+Modular>

10. Pre-Bid Meeting Date, Time, and Location: Wednesday, June 3, 2015 at 11:00 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
11. Technical Review Meeting for Pre-Qualified Bidders: Wednesday, June 3, 2015 at 11:30 a.m. in Board Room, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602.
12. Bid Opening Date and Time: Monday, June 8, 2015 at 11:00a.m.
13. Amount of Bid Deposit: 5% amount of bid
14. Document Deposit: N/A
15. Cost for Additional Documents (per set): At the Contractor's own expense.
16. MBE/WBE Contract Goals: 10% MBE and 2% WBE
17. Pre-Award meeting:

The Lowest Responsive and Responsible Bidder shall be required to:

- a. Attend a Pre-Award Meeting immediately following the scheduled Bid Due Date (within three business days of Bid Opening)
- b. Invite representatives of all MBE/WBE sub-contractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting

#### 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 Project Manager and Superintendent must be at the Project Site full time from the date of commencement of construction activities through Final Completion and Acceptance of the Work (including the completion of all Punch List Work.) (Must be separate Project Manager and Superintendent.)

#### C. Time of Completion

Substantial Completion must be achieved no later than August 31, 2015.

Schedule Milestones must be completed as follows:

Description	Milestone Date
Schedule Substantial Completion: Modular Building(s) including all connections to existing building facilities	August 31, 2015
Schedule Milestone 1: Completion of all remaining work including Site Development, Public Right of Way, and Landscaping	September 7, 2015

#### D. Commission's Contract Contingency

1. The Commission's Contract Contingency for this project is: \$35,000.00.
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:

Description	Liquidated Damage Amount
Schedule Substantial Completion: August 31, 2015	\$5,000 / day after August 24, 2015; \$7,500 per day after September 4, 2015
Schedule Milestone 1: September 7, 2015	\$1,500 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 1.01.33.

## 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](http://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](mailto:patricia.montenegro@cityofchicago.org) no later than Wednesday, June 3, 2015 at 4:00 p.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](mailto: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:

**NO SITE VISIT**

#### 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

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.

2. 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 of 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 C – Letter of Intent from MBE/WBE
  - h. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - i. 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 and Community 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. {INTENTIONALLY OMITTED}

**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**

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.

The Bidder agrees its bid shall remain valid for a period of up to 60 days after receipt of bid and the bid cannot be withdrawn until that time.

The Bidder to whom the award is made will be notified as soon as practicable after the Commission approves award of the Contract. This written notification constitutes the Notice of Award and acceptance of the bid submitted.

If written notice of the acceptance of this Bid is mailed, faxed, e-mailed or otherwise delivered to the undersigned within the time noted herein, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to enter into a Contract with the Public Building Commission of Chicago with the Bid as accepted. The undersigned agrees to give a Performance and Payment Bond as specified in the Contract Documents, with good and sufficient surety or sureties, and to furnish the required insurance, all within five (5) days after given Notice of Award.

Upon award of Contract, the Commission will process the Contract for final execution.

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}

**W. Project Labor Agreement**

1. All Contractors must comply with the Board of Education for the City of Chicago Multi-Project Labor Agreement enacted in June 2005.

#### IV. PROPOSAL AND EXECUTION DOCUMENTS

##### A. Contractor's Bid

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1571, 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)

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Addendum No. 01

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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 Tonti Modular Building located at the Site(s) 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 – 4-classroom modular building <sup>\$ 1,242,919<sup>00</sup></sup>	\$ <del>1,242,919<sup>00</sup></del> <sup>1,242,919<sup>00</sup></sup>
2.	COMMISSION'S CONTRACT CONTINGENCY	\$ 35,000.00
3.	SITE ALLOWANCE (per building)	\$ 50,000.00
4.	TOTAL BASE BID (1 + 2 + 3) <sup>\$ 1,551,104<sup>12</sup></sup>	\$ <del>1,551,104<sup>12</sup></del> <sup>1,551,104<sup>12</sup></sup>
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)		\$ <del>1,551,104<sup>12</sup></del> <sup>1,528,369<sup>12</sup></sup>

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

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Employers Mutual Casualty Company

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1815 S. Meyers Rd, Ste. 500, Oak Brook Terrace, IL 60181

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

**SUPPLEMENTAL SITE WORK ALLOWANCE**

Item No.	Description of Work	Unit(s)	Unit Price
34	Asphalt Removal – 2" Average Thickness, including base removal, no haul off	Square Feet	\$1.25
35	Concrete Removal – 5" Average Thickness, including base removal, no haul off	Square Feet	\$4.25
36	CCDD Removal	Cubic Yards	\$42.00
37	Subtitle D Removal	Cubic Yards	\$100.00
38	Provide additional 6" of vertical height of all concrete foundations and piers	Cubic Yards	\$ 775.00
39	Provide Additional rebar for additional 6" of vertical height of concrete foundations and piers	Pounds	\$2.00
40	New Asphalt Pavement – 1.5" HMA Surface Course, 2.25" HMA Binder Course, 9" compacted CA-6	Square Feet	\$4.25
41	New Concrete Pavement – 5" P.C.C. w/6"X6" W2.9X2.9 WWF on 8" CA-6 Base Course	Square Feet	\$9.50
42	Concrete Edge Curb – 6"x12" – See similar detail on AS-01	Linear Feet	\$22.00
43	4" Caliper Parkway Tree – Magyar Ginkgo, including excavation and 36" soil – See Detail on AS-01	Each	\$1,600.00
44	30" Shrub – Spirea X Bumalda, including 24" soil – See similar detail on AS-01	Each	\$90.00
45	New Sod, including 12" soil	Square Feet	\$3.75



46	New 3" Ground Cover Planting in Shade – Convallaria Majalis, including 24" soil	Each	\$12.25
47	New 3" Ground Cover Planting in Sun – Monarda Didyma, including 24" soil	Each	\$11.50
48	New 4' High Ornamental Metal Fence, including excavation & concrete – See Detail on AS-01	Linear Feet	\$140.00
49	New 3'-4" Gate for 4' High Ornamental Metal Fence, including excavation & concrete – See Detail on AS-01	Each	\$1,500.00
50	New 4' High Chainlink Fence, including excavation & concrete – See Detail on AS-01	Linear Feet	\$45.00
51	New 3'-4" Gate for 4' High Chainlink Fence, including excavation & concrete – See Detail on AS-01	Each	\$800.00
52	New 48" Precast Concrete Manhole, including excavation & CA7 backfill – See Detail on AS-02	Each	\$6,000.00
53	New 36" Precast Concrete Catch Basin, including excavation & CA7 backfill – See Detail on AS-02	Each	\$4,000.00
54	New 36" Precast Concrete Catch Basin w/ Half Trap, including excavation & CA7 backfill – See Detail on AS-02	Each	\$4,250.00
55	8" Ductile Iron Pipe, including excavation & backfill	Linear Feet	\$95.00
56	6" Ductile Iron Pipe, including excavation & backfill	Linear Feet	\$75.00
57	8" ESVCP, including excavation & backfill	Linear Feet	\$65.00
58	6" ESVCP, including excavation & backfill	Linear Feet	\$60.00
59	New 8" Connection to City Sewer – See Detail on AS-02	Each	\$1,200.00
60	4" Ductile Iron Pipe, including excavation & backfill	Linear Feet	\$72.00
61	New 4" Pressure Connection to City Water Service in 48" Precast Concrete Vault – See Detail on AS-02	Each	\$32,000.00
62	Utility Pole, including excavation & concrete base	Each	\$30.00
63	#600MCM Copper Service Cable, wire only	Linear Feet	\$76.00
64	6 Strand Fiber Optic Cable, including conduit	Linear Feet	\$29.00
65	25 Pair Category 5E Telephone Cable, including conduit	Linear Feet	\$47.00
66	Fire Alarm Wire, including conduit	Linear Feet	\$23.00
67	Concrete Ductbank with (3)-2" conduits & (1)-1" conduit , including excavation & backfill– See Detail on AS-01	Linear Feet	\$135.00

Total Site Work Allowance Fund = \$50,000.00

**NOTES:**

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

[Signature]  
Lori Ann Lypson, Secretary

[Signature: Rahm Emanuel]  
Mayor Rahm Emanuel, Chairman

**CONTRACTING PARTY**

Contractor Name

Address

**IF A CORPORATION:**

Name:

Kelly Heneghan

Title:

President

Signature:

[Signature: Kelly Heneghan]

ATTEST BY:

[Signature: John W. ...]

Secretary

**IF A PARTNERSHIP:**

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

**IF A SOLE PROPRIETORSHIP:**

Signature

Address

**NOTARY PUBLIC**

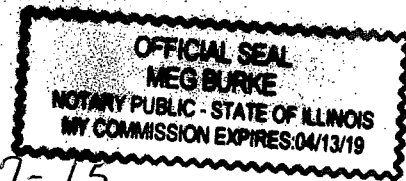
County of Cook

State of IL

Subscribed and sworn to before me on this 4 day of June, 20 15.

[Signature: Meg Burke] (SEAL)  
Notary Public Signature

Commission Expires: 4/13/19



**APPROVED AS TO FORM AND LEGALITY**

[Signature: Anne L. Fredel] Date: 7-17-15  
Neal & Leroy, LLC

E. ALTERNATES

{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 (Refer to Line 4 of BID FORM), in figures	<u>\$1,551,644<sup>42</sup></u> <del>\$1,539,000</del>
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)	<u>0.25</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>\$15,516<sup>44</sup></u>
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)	<u>0</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>0</u>
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)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>\$7,695<sup>00</sup></u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.10)	<u>0</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>0</u>

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)	<u>0</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>0</u>
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)	<u>0</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>0</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>\$ 7,695<sup>00</sup></u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>\$ 1,528,369<sup>75</sup></u>
	Award Criteria Figure (Insert Line 15 of Award Criteria Formula):	<u>\$ 1,528,369<sup>75</sup></u>

### 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:

$$\frac{\text{Line 1} \times 04}{100}$$

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:

$$\frac{\text{Line 1} \times 03}{100}$$

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:

$$\frac{\text{Line 1} \times 01}{100}$$

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>Plumbing</u>	<u>15% Subcontractor Supply</u>
<u>Flooring</u>	<u>100% Subcontractor</u>
<u>Landscaping</u>	<u>100% Subcontractor</u>
<u>Low Voltage</u>	<u>100% Subcontractor</u>
<u>Fencing</u>	<u>100% Subcontractor</u>

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

Kelly Heneghan, being first duly sworn, deposes and says that:

(1) He/She is President  
(Owner, Partner, Officer, Representative or Agent) of  
O.C.A. Construction, Inc.  
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.

Kelly Heneghan  
(Signed)

President

(Title)  
Subscribed and sworn to before me this 4 day of June 20 15

Meg Burke

(Title)

My Commission expires: 4/13/19





**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

N/A

*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.

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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.

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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.

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

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**SCHEDULE B - Joint Venture Affidavit (3 of 3)**

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

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

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

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 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.

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

Commission expires:  
(SEAL)

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: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ 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 \_\_\_\_\_ . In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above-named project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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:

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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**

\_\_\_\_\_ % 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:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)

IF APPLICABLE:  
BY:

\_\_\_\_\_  
Joint Venture Partner (Print)  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (Print)  
MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

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

Name of Project: Tonti Elementary School 2015 Modular

STATE 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

O.C.A. Construction, Inc.

Name of General Contractor whose address is

8434 Corcoran Rd

in the City of Willow Springs, 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
Briar Patch Landscaping	Landscaping	\$ 12,000 <sup>00</sup>	\$
Jan's Enterprises	Flooring	\$ 9,500 <sup>00</sup>	\$
New Frontier Electrical	Low Voltage	\$ 85,000 <sup>00</sup>	\$
Ct G Construction Supply	Plumbing Supply	\$ 28,800 <sup>00</sup>	\$
Vt K Management, Inc.	Hauling	\$ 11,700 <sup>00</sup>	\$
Premier Plumbing Supply	Plumbing Supply	\$ 5,400 <sup>00</sup>	\$
Frank's Masonry	Masonry	\$ 15,000 <sup>00</sup>	\$
O.C.A. Construction, Inc.	Project Mgt.	\$	\$ 60,000 <sup>00</sup>
Total Net MBE/WBE Credit		\$ 167,470 <sup>00</sup>	\$ 60,000 <sup>00</sup>
Percent of Total Base Bid		10.8 %	3.9 %

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:

O.C.A. Construction, Inc.  
Name of Contractor (Print)

June 8, 2015  
Date

708.839.5605  
Phone

Kelly Heneghan  
Signature

Kelly Heneghan  
Name (Print)

IF APPLICABLE:

BY:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print)

MBE \_\_\_ WBE \_\_\_ Non-MBE/WBE \_\_\_

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: \_\_\_\_\_

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. \_\_\_\_\_

Project Title: \_\_\_\_\_

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



### 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: Tonti Elementary School 2015 modular
  - a. Description of goods or services to be provided under Contract  
new 4 classroom modular building
2. Name of Contractor: O.C.A. Construction, Inc.
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)

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.

Kelly Heneghan  
Signature

6/8/15  
Date

Kelly Heneghan  
Name (Type or Print)

President  
Title

Subscribed and sworn to before me  
this 4 day of June, 20 15

(SEAL)

Meq Burke  
Notary Public

Commission expires: 4/13/19



**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1571

**PERFORMANCE AND PAYMENT BOND**

**Contract No.**

**Bond No. S441124**

**C1571**

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KNOW ALL MEN BY THESE PRESENTS, that we, OCA CONSTRUCTION, INC., a Corporation organized and existing under the laws of the State of Illinois, with offices in the City of Willow Springs, State of Illinois, as \_\_\_\_\_ Principal, and Employers Mutual Casualty Company \_\_\_\_\_  
1815 South Meyers Road., Suite 500., Oak Brook Terrace, IL 60181

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a corporation organized and existing under the laws of the State of Iowa, 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 ONE MILLION FIVE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND FOURTY-TWO 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 9, 2015, for the fabrication, delivery, performance and installation of:

Tonti Elementary School 2015 Modular

3352 West 59<sup>th</sup> Street

Chicago, IL

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. C1571

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 ONE MILLION FIVE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS AND FORTY-TWO CENTS shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1571

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this June 12, 2015, 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:

Kelly Heneghan  
Name

8434 S. Corcoran Road  
Business Address

Willow Springs IL 60480  
City State

BY Kelly Heneghan (Seal)  
Individual Principal

John W. Perry (Seal)  
Individual Principal

CORPORATE SEAL

ATTEST:

OCA CONSTRUCTION, INC.  
Corporate Principal

BY Kelly Heneghan  
Secretary  
Title

BY Kelly Heneghan  
President  
Title

BY Rene' Rould  
Rene' Rould  
1815 South Meyers Rd., Oak Brook Terrace, IL 60181  
Business Address & Telephone 630-613-1102

Employers Mutual Casualty Company  
Corporate Surety  
Attorney-In-Fact  
Title  
CORPORATE SEAL

**FOR CLAIMS (Please Print):**

Contact Name: Michael Maher

Business Address: 1815 South Meyers Road., Suite 500., Oak Brook Terrace, IL 60181

Telephone: 630-613-1102 Fax: 630-620-2045

The rate of premium of this Bond is \$ 14.40 Slide per thousand. \*\*  
Total amount of premium charged is \$ 16,349.00 \*\*

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

\*\* Must be filled in by the Corporate Surety.

**PUBLIC BUILDING COMMISSION OF CHICAGO**  
Contract No. C1571

**BOND APPROVAL**

BY

\_\_\_\_\_  
Secretary,  
Public Building Commission of Chicago

**CERTIFICATE AS TO CORPORATE SEAL**

I, Kelly Heneghan, certify that I am the President + Secretary of OCA Construction, Inc., corporation named as Principal in the foregoing performance and payment bond, that Kelly Heneghan who signed on behalf of the Principal was then President + Secretary of said corporation; that I know this person's signature, and the signature is genuine; and that the Bond was duly signed, sealed, and attested, for and in behalf of said corporation by authority of its governing body.

Dated this 12th day of June, 2015.

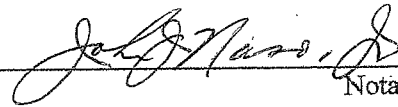
CORPORATE SEAL

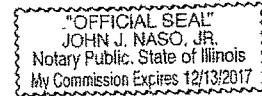
STATE OF ILLINOIS  
COUNTY OF COOK

I, **John J. Naso Jr.**, a Notary Public in and for the state and county aforesaid, do hereby certify that **Rene' Roulo** of **Orland Park, Illinois** who is personally known to me, appeared before me this day and acknowledged that she signed, sealed and delivered the foregoing instrument as her free and voluntary act as **Attorney-in-Fact** of the **Employers Mutual Casualty Company**, and as the free and voluntary act of the **Employers Mutual Casualty Company**, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of June, A.D. 2015.

My commission expires December 13, 2017  
NOTARIAL JURAT

  
\_\_\_\_\_  
Notary Public





P.O. Box 712 • Des Moines, IA 50306-0712

No. B07886

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: RENE' ROULO, PAMELA S. HIGGINBOTHAM, JOHN J. NASO, JR

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

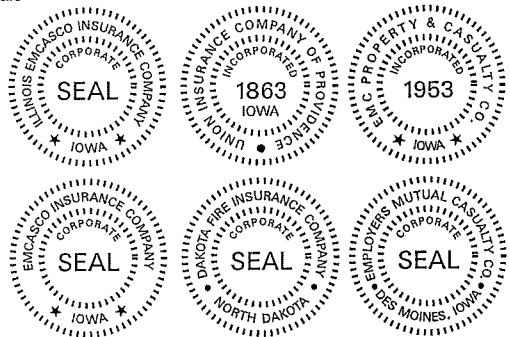
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 11th day of FEBRUARY, 2014

Seals



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel, Assistant Vice President

On this 11th day of FEBRUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2016.

Kathy Lynn Loveridge, Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 11, 2014 on behalf of: RENE' ROULO, PAMELA S. HIGGINBOTHAM, JOHN J. NASO, JR

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 12th day of June, 2015

Signature of James D. Clough, Vice President



## Document Submittal Checklist

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

1.  Contractor's Bid
2.  Bid Guarantee
3.  Acceptance of the Bid
4.  Basis of Award (Award Criteria)
5.  Unit Prices (If applicable)
6.  Affidavit of Non-Collusion
7.  *N/A* Schedule B – Affidavit of Joint Venture (if applicable)
8.  Schedule C – Letter of Intent from MBE/WBE *to be provided*
9.  Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
10.  *N/A* Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
11.  Proof of Ability to Provide Bond
12.  Proof of Ability to Provide Insurance
13.  General Contractor's License
14.  *NA* Disclosure of Retained Parties (The apparent low and the apparent 2<sup>nd</sup> 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 2015

(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		38.200	38.700	1.5	1.5	2.0	13.78	10.12	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		45.650	49.760	2.0	2.0	2.0	6.970	17.81	0.000	0.400		
BRICK MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030		
CARPENTER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630		
CEMENT MASON		ALL		43.100	45.100	2.0	1.5	2.0	12.70	13.24	0.000	0.450		
CERAMIC TILE FNSHER		BLD		35.810	0.000	1.5	1.5	2.0	10.55	8.440	0.000	0.710		
COMM. ELECT.		BLD		39.000	41.800	1.5	1.5	2.0	8.420	11.98	1.100	0.700		
ELECTRIC PWR EQMT OP		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460		
ELECTRIC PWR GRNDMAN		ALL		35.960	51.100	1.5	1.5	2.0	8.390	11.60	0.000	0.360		
ELECTRIC PWR LINEMAN		ALL		46.100	51.100	1.5	1.5	2.0	10.76	14.87	0.000	0.460		
ELECTRICIAN		ALL		44.000	47.000	1.5	1.5	2.0	13.33	14.77	0.000	0.750		
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600		
FENCE ERECTOR		ALL		35.840	37.840	1.5	1.5	2.0	13.01	11.51	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		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720		
IRON WORKER		ALL		43.000	45.000	2.0	2.0	2.0	13.45	20.65	0.000	0.350		
LABORER		ALL		38.000	38.750	1.5	1.5	2.0	13.78	10.12	0.000	0.500		
LATHER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630		
MACHINIST		BLD		44.350	46.850	1.5	1.5	2.0	6.760	8.950	1.850	0.000		
MARBLE FINISHERS		ALL		31.400	32.970	1.5	1.5	2.0	9.850	13.10	0.000	0.600		
MARBLE MASON		BLD		41.780	45.960	1.5	1.5	2.0	9.850	13.42	0.000	0.760		
MATERIAL TESTER I		ALL		28.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500		
MATERIALS TESTER II		ALL		33.000	0.000	1.5	1.5	2.0	13.78	10.12	0.000	0.500		
MILLWRIGHT		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630		
OPERATING ENGINEER		BLD 1		47.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		BLD 2		45.800	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		BLD 3		43.250	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		BLD 4		41.500	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		BLD 5		50.850	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		BLD 6		48.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		BLD 7		50.100	51.100	2.0	2.0	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		FLT 1		52.450	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250		
OPERATING ENGINEER		FLT 2		50.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250		
OPERATING ENGINEER		FLT 3		45.350	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250		
OPERATING ENGINEER		FLT 4		37.700	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250		
OPERATING ENGINEER		FLT 5		53.950	52.450	1.5	1.5	2.0	16.60	11.05	1.900	1.250		
OPERATING ENGINEER		FLT 6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250		
OPERATING ENGINEER		HWY 1		45.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 2		44.750	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 3		42.700	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 4		41.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 5		40.100	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 6		48.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
OPERATING ENGINEER		HWY 7		46.300	49.300	1.5	1.5	2.0	17.10	11.80	1.900	1.250		
ORNAMNTL IRON WORKER		ALL		43.900	46.400	2.0	2.0	2.0	13.36	17.24	0.000	0.650		
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		
PILEDRIVER		ALL		43.350	45.350	1.5	1.5	2.0	13.29	13.75	0.000	0.630		
PIPEFITTER		BLD		46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780		
PLASTERER		BLD		42.250	44.790	1.5	1.5	2.0	11.40	12.19	0.000	0.650		
PLUMBER		BLD		46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880		
ROOFER		BLD		40.100	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530		
SHEETMETAL WORKER		BLD		41.530	44.850	1.5	1.5	2.0	10.48	20.06	0.000	0.690		
SIGN HANGER		BLD		31.310	33.810	1.5	1.5	2.0	4.850	3.280	0.000	0.000		
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550		
STEEL ERECTOR		ALL		42.070	44.070	2.0	2.0	2.0	13.45	19.59	0.000	0.350		
STONE MASON		BLD		42.580	46.840	1.5	1.5	2.0	9.850	13.60	0.000	1.030		
SURVEY WORKER		NOT IN EFFECT			ALL	37.000	37.750	1.5	1.5	2.0	12.97	9.930	0.000	0.500
TERRAZZO FINISHER		BLD		37.040	0.000	1.5	1.5	2.0	10.55	10.32	0.000	0.620		
TERRAZZO MASON		BLD		40.880	43.880	1.5	1.5	2.0	10.55	11.63	0.000	0.820		
TILE MASON		BLD		42.840	46.840	1.5	1.5	2.0	10.55	10.42	0.000	0.920		
TRAFFIC SAFETY WRKR		HWY		32.750	34.350	1.5	1.5	2.0	6.550	6.450	0.000	0.500		
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	42.800	43.800	1.5	1.5	2.0	8.180	12.66	0.000	0.650

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.

Class 6. ROV Pilot, ROV Tender

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

#### TERRAZZO FINISHER

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

#### TRAFFIC SAFETY

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

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

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

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)  
C1571 Tonti Modular Building 19120

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. Unless otherwise noted below or in the Job Order, 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.

### INSURANCE TO BE PROVIDED

#### 1) Workers' Compensation and Employers Liability

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 \$2,000,000 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, flood, explosion, collapse, underground hazards, separation of insureds, defense, and contractual liability with no limitation endorsement. Contractor and all subcontractors or 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 on a primary, non-contributory basis for any liability arising directly or indirectly from the work including the two (2) years completed operations period. ISO forms CG2010 and GC2047 or equivalent must be evidenced on the policies. 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 insureds 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 \$2,000,000 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 to 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 as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform 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 work for Architect 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 Insurance or Installation Floater 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. 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.

7) Railroad Protective Liability

When work is to be performed within fifty (50) feet of the rail right-of-way, Contractor shall ensure that Railroad Protective Liability insurance in the name of the railroad or transit entity remains in force during the course of construction of the project entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

**Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.**

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. Nonfulfillment 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 Commission reserves the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

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.

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor.

The Contractor waives and agrees to cause all its 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 and each entity's respective Board members, employees, elected officials, officers, or representatives and property owner, if applicable.

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 do 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

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/26/2015

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).

<b>PRODUCER</b> DAN M STUMPF (02341) 17605 S OAK PARK AVE STE C AND D TINLEY PARK, IL 60477-0000	CONTACT NAME: DAN M STUMPF PHONE (A/C, No, Ext): 708-614-1688      FAX (A/C, No): 708-633-6492 E-MAIL ADDRESS: DANIEL.STUMPF@COUNTRYFINANCIAL.COM	
	INSURER(S) AFFORDING COVERAGE      NAIC #	
<b>INSURED</b> 6273974 OCA CONSTRUCTION INC 8434 CORCORAN RD WILLOW SPRINGS, IL 60480	INSURER A: COUNTRY Mutual Insurance Company      20990	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input checked="checked" type="checkbox"/>	<input checked="checked" type="checkbox"/>	AB1565941	10/6/2014	10/6/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS  Covered on Gen Liab	<input checked="checked" type="checkbox"/>		AB1565941	10/6/2014	10/6/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="checked" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="checked" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="checked" type="checkbox"/> RETENTION \$ 10,000	<input checked="checked" type="checkbox"/>		AU1565941	10/6/2014	10/6/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="checked" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="checked" type="checkbox"/>	N/A	AW1565940	10/6/2014	10/6/2015	<input checked="checked" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 JOB NAME:  
 C1569 2015 MODULAR PROGRAM  
  
 (CONTINUED)

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 JOB NAME:  
 C1569 2015 MODULAR PROGRAM  
  
 (CONTINUED)

<b>CERTIFICATE HOLDER</b>  <div style="text-align: right; padding-right: 20px;">                         ok eryan                          5/26/15                     </div> PUBLIC BUILDING COMMISSION PROCUREMENT DEPARTMENT RICHARD J DALEY CENTER ROOM 200 CHICAGO, IL 60602	<b>CANCELLATION</b> 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 <div style="text-align: center; font-size: large;"> <i>Douglas M Banz</i> </div>
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER AB1565941		OCA CONSTRUCTION INC 8434 CORCORAN RD WILLOW SPRINGS, IL 60480	
CARRIER COUNTRY Mutual Insurance Company	NAIC CODE 20990	EFFECTIVE DATE: 5/26/2015	

### ADDITIONAL REMARKS

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

**REMARKS:**

BUILDERS RISK INSURANCE \$700,000

**POLICY INFORMATION:**

HIRED AUTOS LIMIT AND NON-OWNED AUTOS LIMIT ARE INCLUDED IN THE EACH OCCURRENCE LIMIT AND GENERAL AGGREGATE LIMIT OF THE GENERAL LIABILITY

**WAIVERS:**

SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

**ADDITIONAL INSURED(S):**

PUBLIC BUILDING COMMISSION OF CHICAGO

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

CITY OF CHICAGO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**  
**BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS**

This endorsement modifies insurance provided under the following:

**WORKERS COMPENSATION INSURANCE POLICY**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

**SCHEDULE**

Persons or organizations to whom a certificate of insurance has been issued and approved by us, and that certificate waives our rights of subrogation against the certificate holder under this policy and is in effect at the time of the occurrence.

**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 Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PUBLIC BUILDING COMMISSION OF CHICAGO  THE BOARD OF EDUCATION OF THE CITY OF CHICAGO  CITY OF CHICAGO	C1569 2015 MODULAR PROGRAM
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
(See following Schedule)	C1569 2015 MODULAR PROGRAM

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## Schedule for Endorsement

CG2037 FOR POLICY AB1565941

PUBLIC BUILDING COMMISSION OF CHICAGO

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO

CITY OF CHICAGO

# ADDENDUM ATTACHMENT A – EXHIBIT #3 PROJECT COMMUNITY AREA MAP

Tonti Elementary School Modular  
Community Hiring Areas

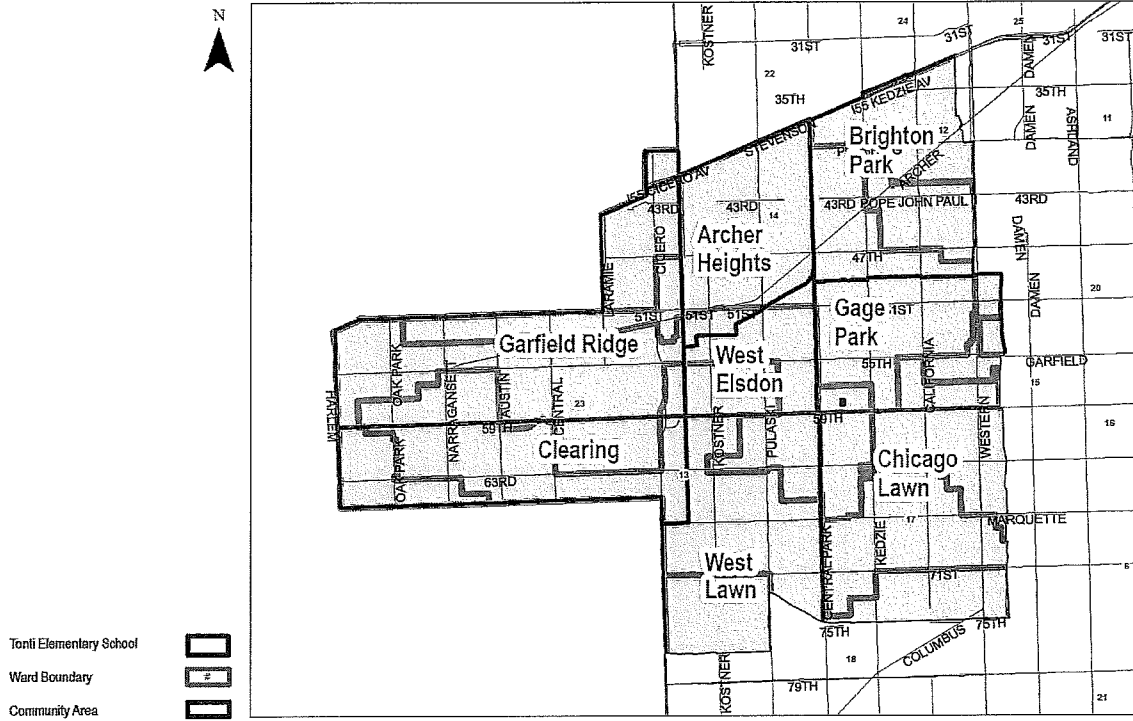


EXHIBIT #3 PROJECT COMMUNITY AREA MAP

{INTENTIONALLY LEFT BLANK}

**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 :

OCA CONSTRUCTION, INC  
8434 CORCORAN ROAD  
WILLOW SPRINGS IL 60480-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04272

CERTIFICATE NUMBER: GC04272-12

FEE: \$ 2000

DATE ISSUED: 03/04/2015

DATE EXPIRES: 04/16/2016

**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.

A handwritten signature in cursive script, appearing to read "Rahm Emanuel".

Rahm Emanuel  
Mayor

A handwritten signature in cursive script, appearing to read "Felicia S Davis".

Felicia S Davis  
Commissioner