

CONTRACTOR: Madison Construction Company  
CONTACT NAME: Robert J. Kostelny  
ADDRESS: 15657 South 70th Court  
CITY/STATE/ZIP: Orland Park, IL 60462  
PHONE NUMBER: (708) 535-7716  
FAX NUMBER: (708) 535-7791  
EMAIL: bob.kostelny@madisonconstruction.net

**TO BE EXECUTED IN DUPLICATE**

**BOOK 1:**

**PROJECT INFORMATION, INSTRUCTIONS TO BIDDERS, AND EXECUTION DOCUMENTS**

**CONTRACT NO. C1578**

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**



**Mayor Rahm Emanuel  
Chairman**

**Carina E. Sánchez  
Executive Director**

Room 200  
Richard J. Daley Center  
50 West Washington Street  
Chicago, Illinois 60602  
312-744-3090  
[www.pbcchicago.com](http://www.pbcchicago.com)

**ISSUED FOR BID ON 6/2/2017**

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

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**PUBLIC BUILDING COMMISSION OF CHICAGO**

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## I. INTRODUCTION

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

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

## II. PROJECT INFORMATION

### A. General Information

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. C1578**

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

2. General Description of Scope of Work:

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

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

3. Construction Budget: \$38,400,000.00 (excluding Allowances and Commission's Contract Contingency Funds).
4. User Agency: Chicago Public Schools
5. Project is located in Ward: 3
6. For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated on "Exhibit# 3 Project Community Area Map."
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, LLC, 346 North Justine Street, Chicago, Illinois 60607. Contact name: Ken Saulsbury. Telephone number: 312-782-2226.

Online Contract Documents Available at:

BHFX Online Planroom:

<https://www.bhfxplanroom.com/>

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

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

**\*NOTES:**

- a. Only Prequalified Bidders who attend the Mandatory Technical Review Meeting will be deemed eligible to bid. An authorized representative of each Prequalified Bidder must be present and must sign the Mandatory Technical Review Meeting attendance sheet no later than 15 minutes after the scheduled start of the meeting. Prequalified firms that do not sign-in on the Mandatory Technical Review attendance sign-in sheet 15 minutes after commencement of the meeting will be deemed ineligible to bid.
- b. Subcontractors may attend these meetings.

12. Eligible, PBC Class A Prequalified Bidders for the South Loop Elementary School New Construction Project are listed below:

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

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

14. Amount of Bid Deposit: 5% amount of bid
15. Document Deposit: N/A
16. Cost for Additional Documents (per set): At the Contractor's own expense.
17. MBE/WBE Contract Goals: 26% MBE and 6% WBE
18. Source of Funding: City of Chicago – TIF

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

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

- a. Have, at minimum, the Project Executive, Project Manager (if known), and Cost Estimator in attendance at the meeting
- b. Invite representatives of all MBE/WBE sub-contractors listed on Schedule D
- c. Provide and be prepared to discuss the Schedule of Values for the project
- d. Provide a list of Pre-Award meeting attendees in advance of the meeting

20. **Notice of Award** Date: Notice of Award is anticipated to be issued on or before July 12, 2017. The successful General Contractor will be required to return a compliant Certificate of Insurance and Payment and Performance Bond within seven (7) days of the issuance of the Notice of Award.

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

**B. Mandatory Project Specific Contractor Staffing Requirements**

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

**C. Scheduling Software Requirements**

The Contractor shall utilize Primavera P6 Scheduling Software.

**D. Online Collaboration and Documentation Management System Requirements**

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

**E. Time of Completion**

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

Schedule Milestones must be completed as follows:

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

**F. Commission's Contract Contingency**

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

**G. Copies of Drawings and Specifications Furnished**

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

**H. Liquidated Damages**

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

day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Contract for completing the Work.

2. The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor's final pay request.
3. Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

**I. Prevailing Wage Rates**

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.

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### III. INSTRUCTIONS FOR BIDDERS

#### A. Examination of Documents By Bidder

1. 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.
2. 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 **Monday, June 19, 2017 at 4:30 p.m.**

#### B. Interpretations of Addenda

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

#### C. Pre-Qualification of Bidders

1. Unless otherwise indicated in Part II "Project Information", the Commission has previously issued Request for Qualifications (RFQ) to approve the qualifications of firms to perform work on the Project. Responses to the RFQ were evaluated by the Commission on the basis of the criteria set forth in the RFQ. Notice of pre-qualification has been provided by the Commission to all firms "pre-qualified", and only firms that have received notification of 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.

#### D. Evidence of Continuing Qualifications of Bidder

1. The Commission reserves the right to refuse to award a Contract to any person, firm, or corporation that is in arrears or is in default to the Commission upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Commission, or had failed to perform faithfully any previous contract with the Commission, or any of the User Agencies on whose behalf the PBC constructs public buildings.
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.
3. The Bidder must provide the following item(s) with your Bid Submission:
  - a. Copy of current Contractor's General Contractor License.

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



## **E. 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:
  - b. Contractor's Bid Form
  - c. Bid Guarantee
  - d. Basis of Award (Award Criteria)
  - e. Unit Prices
  - f. Affidavit of Non-collusion
  - g. Schedule B – Joint Venture Affidavit with supporting documentation (if applicable)
  - h. Schedule C – Letter of Intent from MBE/WBE
  - i. Schedule D – Affidavit of General Contractor Regarding MBE/WBE Participation
  - j. Schedule E – Request for Waiver from MBE/WBE Participation (if applicable)
7. The apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days after bid opening.

## **F. Bid Deposit**

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.

## **G. Bidder's Execution of Bid**

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

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

#### **H. Affidavit of Non-Collusion**

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

#### **I. MBE and WBE Commitments**

1. Each Bidder, which is a MBE/Non-MBE joint venture, shall submit with its Bid a completed **Schedule D-Affidavit of General Contractor** regarding M/WBE Participation and **Schedule B- Affidavit of Joint Venture** (if applicable) as found in Book 2 Section 23.05a (2, 3, 4) describing the extent to which Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms will participate in the Contract:
2. The apparent low bidder must provide complete **Schedule C- Letter of Intent from M/WBE to Perform as a Subcontractor, Subconsultant, or Material Supplier**, including current certification letter for each MBE and WBE firm included in its bid, within 5 Days of the date set for bid opening.
3. Please refer to Exhibit 4 – Assist Agencies. Assist Agencies are comprised of chambers of commerce and not-for-profit agencies that represent the interest of small, minority- and/or women-owned businesses.

#### **J. Local Business Subcontracting Participation and Community Hiring**

1. In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:
  2. Local Subcontracting Requirement
    - 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.
  3. Community Hiring Requirement. At least 7.5% of the project labor must be performed by "Project Community Residents" as defined in Section II.A.6 and included on the "Project Community Area Map" in Exhibit #3. The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. In order to comply with the Community Hiring requirement, the Contractor must hold a minimum of (2) application intake sessions in the designated Project Community as depicted on Exhibit (3) and compile an applicant database.
  4. {INTENTIONALLY OMITTED}

**K. Disclosure of Retained Parties**

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

**L. Submission of Bid**

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.

**M. Withdrawal of Bids before Bid Opening**

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

**N. Opening of Bids**

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

**O. Evaluation of Bids**

1. The Commission reserves the right to check all calculations and to correct all extensions in case of error in order to determine the correct amount of the Total Base Bid and/or the total amount of any other schedule required.
2. Along with reviewing the calculations of each bid, the Commission will evaluate each Bidder's responsiveness to all Bid requirements and responsibility.
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.

**P. Basis of Award**

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

**Q. Performance and Payment Bond and Insurance**

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 seven (7) days after being given notice, the successful Bidder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, and evidence of the required insurance coverage.

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 seven (7) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Commission for a refund. Because of the difficulty of ascertaining the damage caused to the Commission, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the Commission to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

**R. Protests**

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

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

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

**S. Licensing**

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

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

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

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

**T. Alternates-Commission Discretion**

{INTENTIONALLY OMITTED}

**U. Project Labor Agreement (PLA)**

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

See **Exhibit 5 – Project Labor Agreement** attached hereto.

(Remainder of Page Intentionally Left Blank)

#### IV. PROPOSAL AND EXECUTION DOCUMENTS

##### A. CONTRACTOR'S BID

The Contractor hereby acknowledges receipt of the Contract Documents for Contract No. C1578, including, but not limited to, a) Project Information, Instructions to Bidders, and Execution Documents (Book 1), b) Standard Terms and Conditions (Book 2), c) Technical Specifications (Book 3), d) Plans and Drawings, and e) Addenda Nos. (None unless indicated here)  
Addendum 01-6/23/17

Addendum 02-6/20/17

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

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

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

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

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

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

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

**B. BID FORM**

FIRM NAME: Madison Construction Company

LINE	ITEM	AMOUNT
1.	WORK	\$ 32,137,000
2.	COMMISSION'S CONTRACT CONTINGENCY	\$ 1,200,000.00
3.	SITE WORK ALLOWANCE	\$ 700,000.00
4.	CAMERA ALLOWANCE	\$ 300,000.00
5.	TOTAL BASE BID (1+2+3+4)	\$ 34,337,000
AWARD CRITERIA FIGURE (See Section V. Proposal Support Document, line 15 of Award Criteria Figure)		\$ 32,259,611.50

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

Arch Insurance Company, Harborside 3, 210 Hudson Street, Suite 300, Jersey City, NJ 07311-1104

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. SITE WORK ALLOWANCE SCHEDULE - SOUTH LOOP ELEMENTARY SCHOOL**

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



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

**NOTES:**

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

**D. CAMERA SCHEDULE**

None.

**E. 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]  
Mayor Rahm Emanuel, Chairman

**CONTRACTING PARTY**

Madison Construction Company  
Contractor Name

15657 South 70th Court, Orland Park, IL 60462  
Address

**IF A CORPORATION:**

Name: Robert J. Kostelny  
Title: President  
Signature: [Signature]

ATTEST BY: Timothy Cahill  
[Signature]  
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 7<sup>th</sup> day of July, 2017

[Signature] (SEAL)  
Notary Public Signature Beverly J. Cora  
Commission Expires: 1-20-2020



**APPROVED AS TO FORM AND LEGALITY**

Anne L. Fredd Date: 8-31-2017  
Neal & Leroy, LLC

**F. ALTERNATES**

{INTENTIONALLY OMITTED}

**V. PROPOSAL SUPPORT DOCUMENTS**

**A. Basis of Award (Award Criteria Figure)**

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

**1. Instructions**

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

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

**2. Award Criteria Figure Formula**

Line 1.	Total Base Bid (Refer to Line 5 of BID FORM), in figures	<u>34,337,000</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	<u>0.65</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>892,762</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 0.70)	<u>0.65</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>669,571.50</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 0.70)	<u>0.70</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>240,359</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 0.15)	<u>0.10</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>137,348</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 0.15)	<u>0.10</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	<u>103,011</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 0.15)	<u>0.10</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	<u>34,337</u>
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	<u>2,077,388.50</u>
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	<u>32,259,611.50</u>
<b>Award Criteria Figure</b> (Insert Line 15 of Award Criteria Formula):		<b>\$ <u>32,259,611.50</u></b>

**3. Community Hiring Bonuses**

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

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

**Definitions**

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

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

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

**4. Liquidated Damages**

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

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

- 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 Figure formula, written approval should be requested from the Commission.

**7. Trade Participation - For Information Only**

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

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

TRADE PARTICIPATION	PERCENT OF MINORITY
<u>laborers</u>	<u>50%</u>
<u>Carpenters</u>	<u>30%</u>
<u>Bricklayers</u>	<u>30%</u>
<u>Electrician</u>	<u>30%</u>
<u>Sheet Metal Workers</u>	<u>30%</u>

**8. Identification of Critical Subcontractors Required at Time of Bid**

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

<b>Concrete Subcontractor</b>	Firm Name: <u>Hugh Henry</u>
<b>Structural Steel Erector Subcontractor</b>	Firm Name: <u>Area Erectors</u>
<b>Structural Steel Fabricator Subcontractor</b>	Firm Name: <u>Steward Steel</u>
<b>Deep Foundations Subcontractor</b>	Firm Name: <u>Thatcher Foundations</u>
<b>Excavator</b>	Firm Name: <u>Ritewy Huggins</u>

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

VI. ADDITIONAL DOCUMENTS TO BE EXECUTED

Affidavit Of Non-collusion

STATE OF ILLINOIS }  
 } SS  
COUNTY OF COOK }

Robert J. Kostelny, being first duly sworn, deposes and says that:

- (1) He/She is President  
(Owner, Partner, Officer, Representative or Agent) of Madison Construction Company  
the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

[Signature]  
(Signed)

President

(Title)

Subscribed and sworn to before me this 7<sup>th</sup> day of July 20 17

[Signature]  
Beverly J. Cora

(Title)

My Commission expires: 1-20-2020



# Not Applicable

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

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

A. 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.

---

---

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

---

---

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

---

---

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

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

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

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

\_\_\_\_\_  
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

\_\_\_\_\_  
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)

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

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

STATE OF ILLINOIS     }  
   } 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

Madison Construction Company

Name of General Contractor whose address is

15657 South 70<sup>th</sup> Court

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

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.

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

BY:

Madison Construction Company

Name of Contractor (Print)

7/26/17

Date

(708) 535-7716

Phone

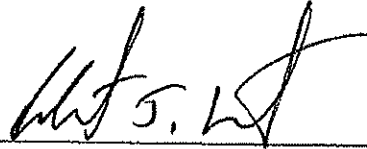
IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Date

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



\_\_\_\_\_  
Signature

Robert J. Kostelny  
Name (Print)

\_\_\_\_\_  
Signature

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

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

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

Name of Project: \_\_\_\_\_

Project Number: 05035

FROM:

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

TO:

Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                       a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/01/2009. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Roofing + Related Sheet Metal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 570,000.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

The Undersigned (Contractor) 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.

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

BY:

Michael Powell  
Name of MBE/WBE Firm (Print)  
July 7, 2017  
Date  
773-247-7438  
Phone

[Signature]  
Signature  
Joe Rogue, Jr.  
Name (Print)

IF APPLICABLE:  
BY:

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

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



DEPARTMENT OF PROCUREMENT SERVICES

JAN 29 2015

CITY OF CHICAGO

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

Dear Anthony Roque:

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

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

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

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

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

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

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

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

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

**NAICS Code(s):**

**238160 – Corrugated Metal Roofing Installation**

**238160 – Galvanized Iron Roofing Installation**

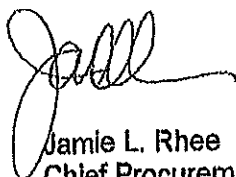
**238160 – Roofing Contractors**

**238160 – Sheet Metal Roofing Installation**

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer  
JLR/es



## Vendor Information

CLOSE WINDOW  HELP**Vendor Information**

Business Name **M. W. Powell Company**  
 Owner **Mr. ANTHONY Roque**  
 Address **3445 S. Lawndale Ave**  
 > [Map This Address](#) **Chicago, IL 60623-5009**  
 Phone **773-247-7438**  
 Fax **773-247-7441**  
 Email **[mwp151@sbcglobal.net](mailto:mwp151@sbcglobal.net)**  
 Website **<http://None>**

**Certification Information**

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **1/20/2017**  
 Renewal Date **1/1/2018**  
 Expiration Date **1/1/2020**  
 Certified Business Description **NAICS 238160 Corrugated metal roofing installation**  
**NAICS 238160 Galvanized iron roofing installation**  
**NAICS 238160 Roofing contractors**  
**NAICS 238160 Sheet metal roofing installation**

**Commodity Codes**

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

**Additional Information**[Customer Support](#)[Print This Page](#)

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

Name of Project: South Loop Elementary School

Project Number: 05035

FROM: Riteway-Huggins Construction Services, Inc.

(Name of MBE or WBE)

MBE  WBE

TO:

Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

a Sole Proprietor  
 a Partnership

a Corporation  
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 4-17-14. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Earthwork - Excavation, Backfill, Trucking  
(waste Hauling)

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

\$ 800,000

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

TRUCKING \$140,000  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

17.50 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
D % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

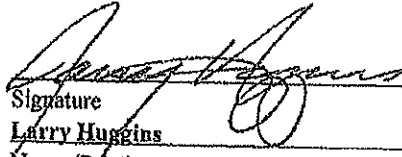
If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet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

The Undersigned (Contractor) 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.

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

BY:

Riteway-Huggins Construction Services, Inc.  
 Name of MBE/ WBE Firm (Print)  
July 6, 2017  
 Date  
773-734-1600  
 Phone

  
 Signature  
Larry Huggins  
 Name (Print)

IF APPLICABLE:  
 BY:

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

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

APR 17 2014

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

Dear Mr. Huggins:

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

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

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

A handwritten signature in the bottom right corner of the page.

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

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

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

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

**NAICS Code(s):**

**236116 – Residential Construction, Multi-Family General Contractors**  
**236118 – Remodeling and Renovating, Residential General Contractors**  
**236210 – Industrial Building, Construction, General Contractors**  
**236220 – Institutional Building, Construction, General Contractors**  
**237310 – Grading, Highway, Street, Road**  
**562111 – Waste Hauling, Local, Non-Hazard**

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/cm

## Vendor Information

CLOSE WINDOW  HELP

## Vendor Information

Business Name **Riteway-Huggins Construction Services, Inc.**  
 Owner **Larry Huggins**  
 Address **1030 East 87th Street**  
 > [Map This Address](#) **Chicago, IL 60619-6314**  
 Phone **773-734-1600**  
 Fax **773-374-8166**  
 Email [ritewayhuggins\\_rhcs@yahoo.com](mailto:ritewayhuggins_rhcs@yahoo.com)  
 Website [www.ritewayhugginsconstruction.com](http://www.ritewayhugginsconstruction.com)

## Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **4/20/2017**  
 Renewal Date **4/30/2018**  
 Expiration Date **4/30/2019**  
 Certified Business Description **NAICS 236116 Residential construction, multifamily, general contractors**  
**NAICS 236118 Remodeling and renovating general contractors, residential**  
**NAICS 236210 Industrial building (except warehouses) construction, general contractors**  
**NAICS 236220 Institutional building construction general contractors**  
**NAICS 237310 Grading, highway, road, street and airport runway**  
**NAICS 562111 Waste hauling, local, nonhazardous solid**

## Commodity Codes

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

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

Name of Project: South Loop Elementary School - New Construction

Project Number: 05035

FROM:

Pagoda Electric & Construction MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO: Madison Construction

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 3/1/2018. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Electrical Subcontractor

Scope of work: Pagoda Electric & Construction, Inc. (PECI) will be supplying and installing conduit and wire (Div 26), light fixtures and controls (Div 26), electrical distribution (Div 26), communications (Div 27), and security systems (Div 28).

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

\$2,500,000.00

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

The Undersigned (Contractor) 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.

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

BY:

Pagoda Electric & Construction, Inc.

Name of MBE/WBE Firm (Print)

7/10/17

Date

630-478-3918

Phone



Signature

Martin Loredo Jr., COO

Name (Print)

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature

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

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





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 18 2014

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

Dear Dr. Mills:

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

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

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

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

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

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

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

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

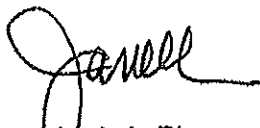
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**  
**238210 - Electrical Contractors**

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/sl

## Vendor Information

CLOSE WINDOW  HELP**Vendor Information**

Business Name **Pagoda Electric & Construction, Inc.**  
 Owner **Dr. Vincent Mills**  
 Address **1728 Cornell Road**  
 > [Map This Address](#) **Flossmoor, IL 60422**  
 Phone **708-263-9540**  
 Fax **708-647-6368**  
 Email **[smills@pagodaelectric.com](mailto:smills@pagodaelectric.com)**

**Certification Information**

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **4/18/2017**  
 Renewal Date **3/1/2018**  
 Expiration Date **3/1/2018**  
 Certified Business Description **NAICS 238210 Electrical contractors**

**Commodity Codes**

Code	Description
NAICS 238210	Electrical contractors

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

Name of Project: \_\_\_\_\_

Project Number: 05035

FROM:  
McFarlane Douglas & Comp MBE  WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:  
Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

- a Sole Proprietor
- a Corporation
- a Partnership
- a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 2/1/2022. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

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

Exterior Improvements, Landscaping  
\_\_\_\_\_  
\_\_\_\_\_

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

\$ 199,883.61  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

The Undersigned (Contractor) 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.

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

BY:

M. Fortune Douglas & Companies

Name of MBE/WBE Firm (Print)

Date 4/10/14

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

FEB 16 2017

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

Dear Douglas N. Glebel:

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

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

*[Handwritten signature]*  
2/16/17

FEB 16 2017

Nassaw/Douglass & Associates, Ltd., d/b/a McFarlane/Douglass & Co. Page 2 of 2

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

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

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

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

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

**NAICS Code(s):**

- 561730 - Landscape contractors (except construction)
- 561730 - Landscape installation services
- 541410 - Decorating consulting services, interior

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

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

Sincerely,



Rich Butler  
First Deputy Procurement Officer  
RB/lj



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

Name of Project: South Loop Elementary School  
Project Number: 05035

FROM: LEON CONSTRUCTION COMPANY MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO: Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):  
 a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated MARCH 1, 2018. 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.

CAST-IN-PLACE CONCRETE  
REINFORCEMENT STEEL BY OTHERS  
CONCRETE SHEAR WALL BY OTHERS

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

\$ 2,060,000.00 (TWO MILLION AND SIXTY THOUSAND  
00/100 DOLLARS)



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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

The Undersigned (Contractor) 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.

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

BY:

LEON CONSTRUCTION COMPANY

Name of MBE/WBE Firm (Print)

7125117

Date 708-656-6318

Phone



Signature

JAIME GUERRERO

Name (Print)

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature

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

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAR 13 2015

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

Dear Jaime H. Guerrero:

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

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

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

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

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

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

3/12

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

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

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

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

**NAICS Code(s)**

**238110 – Poured Concrete Foundation and Structure Contractors**

**238910 – Blasting, Building Demolition**

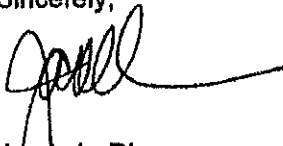
**238910 – Site Preparation Contractors**

**238990 – Concrete Sawing and Drilling (except demolition)**

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/cm

## Vendor Information

**CLOSE WINDOW** 

 **HELP**

### Vendor Information

**Business Name**                    **Leon Construction Company**

**Owner**                                **Jaime H Guerrero**

**Address**                              **1407 South 61st Avenue**  
     > [Map This Address](#)            **Cicero, IL 60804-1014**

**Phone**                                **708-656-6318**

**Fax**                                      **708-656-4770**

**Email**                                 [leonconstruction@sbcglobal.net](mailto:leonconstruction@sbcglobal.net)

### Certification Information

**Certifying Agency**                **City of Chicago**

**Certification Type**                **MBE - Minority Business Enterprise**

**Certification Date**                **2/10/2017**

**Renewal Date**                      **3/1/2018**

**Expiration Date**                  **3/1/2018**

**Certified Business Description**    **NAICS 238110 Poured Concrete Foundation and Structure Contractors**  
    **NAICS 238910 Blasting, building demolition**  
    **NAICS 238910 Site Preparation Contractors (Wrecking, Demolition, and Excavation)**  
    **NAICS 238990 Concrete sawing and drilling (except demolition)**

### Commodity Codes

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

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

Name of Project: South Loop Elementary School

Project Number: 05035

FROM:

Toro Construction Corp. MBE X WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 07/15/2020. 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.

Carpentry, drywall assembly, acoustic ceilings and batt insulation.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\$2,800,000  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

The Undersigned (Contractor) 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.

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

BY:

Toro Construction Corp  
 Name of MBE/WBE Firm (Print)  
07/20/2017  
 Date  
(773) 306-0554  
 Phone

Socorro Vazquez  
 Signature  
Socorro Vazquez  
 Name (Print)

IF APPLICABLE:  
 BY:

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

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

JUL 21 2015

Socorro Vazquez  
Toro Construction Corp.  
4556 W. 61<sup>st</sup> Street  
Chicago, IL 60415

Dear Socorro Vazquez:

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

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

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

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

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

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

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

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

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

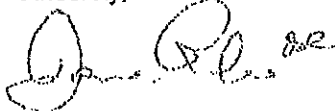
**NAICS Code(s):**

- 236220 - Commercial and Institutional Building Construction
- 238310 - Drywall Contractors
- 238350 - Finish Carpentry Contractors

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

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

Sincerely,



Jamle L. Rhee  
Chief Procurement Officer  
JLR/sg



## Vendor Information

**CLOSE WINDOW** 

 **HELP**

### Vendor Information

Business Name **Toro Construction Corp.**  
 Owner **Ms. Socorro Vazquez**  
 Address **4556 W 61st**  
 > [Map This Address](#) **Chicago, IL 60629**  
 Phone **773-306-0554**  
 Fax **773-306-0050**  
 Email [info@toroconstructioncorp.com](mailto:info@toroconstructioncorp.com)  
 Website <http://N/A>

### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **6/14/2017**  
 Renewal Date **7/15/2018**  
 Expiration Date **7/15/2020**  
 Certified Business Description **Commercial and Institutional Building Construction (Remove)**  
**Drywall and Insulation Contractors (Remove)**  
**Finish Carpentry Contractors (Remove)**

### Commodity Codes

Code	Description
NAICS 236220	Commercial and Institutional Building Construction
NAICS 238310	Drywall and Insulation Contractors
NAICS 238350	Finish Carpentry Contractors

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

Name of Project: South Loop Elementary School

Project Number: 05035

FROM:  
Garcés Contractors LLC MBE  WBE   
(Name of MBE or WBE)

TO:  
Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one)

a Sole Proprietor                       a Corporation  
 a Partnership                               a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 07/15/2022. In addition, in the case where the undersigned is a Joint Venture with a non-MBE/WBE firm, a Schedule B Joint Venture Affidavit, is provided.

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

Garcés to provide labor, equipment and material to perform plumbing, water and sewer work.

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

\$ 1,415,700.00  
General Contractor shall pay all sums properly invoiced by Garcés within 30 working days of approval by Contractor Owner Architect.

**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:

EARLEY INSULATION INC. 87,800.00

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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**

6.2 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The Undersigned (Contractor) 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.

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

BY  
Garcia Contractors, LLC

Name of MBE/WBE Firm (Print):  
07/25/2017  
 Date  
773 626 6468  
 Phone

[Signature]  
 Signature  
Elda Morrison  
 Name (Print)

IF APPLICABLE:  
 BY:

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

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



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

Dear Elda Mannion:

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

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

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

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

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

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

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

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

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

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

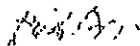
**NAICS Code(s):**

- 221310 - Irrigation system operation**
- 221310 - Water supply systems**
- 237110 - Water and Sewer Line and Related Structures Construction**
- 238220 - Plumbing Contractors (expansion)**
- 238910 - Site Preparation Contractors**

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

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

Sincerely,



Rich Butler  
First Deputy Procurement Officer  
RB/nw

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

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE  
SUBMITTED WITH BID**

Name of Project: PBC South Loop Elementary School

Project Number: 05035

FROM:

Continental Painting and Decorating, Inc. MBE  WBE   
(Name of MBE or WBE)

TO:

Madison Construction and Public Building Commission of Chicago  
(Name of General 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 7/15/2018. 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.

Painting  
\_\_\_\_\_  
\_\_\_\_\_

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

\$204,995  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

N/A

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

The undersigned will enter into a formal agreement for the above work with the General 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:

Continental Painting and Decorating, Inc.

Name of MBE/WBE Firm (Print)

7/25/17

Date

312-225-6100

Phone



Holly Hacker, Vice President

Name (Print)

**IF APPLICABLE:**

By:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

AUG 02 2013

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

Dear Mr. Williams:

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

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

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

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

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

AR



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

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

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

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

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

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

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

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/vlw

## Vendor Information

CLOSE WINDOW 

 HELP

### Vendor Information

Business Name **Continental Painting and Decorating, Inc.**  
 Owner **Hugh Williams**  
 Address **2255 South Wabash Ave.**  
 > [Map This Address](#) **Chicago, IL 60616**  
 Phone **312-225-6100**  
 Fax **312-225-6160**  
 Email [cwilliams@continentalpainting.com](mailto:cwilliams@continentalpainting.com)  
 Website <http://www.continentalpainting.com>

### Certification Information

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **7/31/2016**  
 Renewal Date **8/15/2017**  
 Expiration Date **7/15/2018**  
 Certified Business Description **NAICS 238320 Painting & Wall Covering Contractors**

### Commodity Codes

Code	Description
NAICS 238320	Painting and Wall Covering Contractors

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

Subcontractor, Subconsultant, and/or Material Supplier

Name of Project: South Loop Elementary School

Project Number: 05035

FROM:

Wolf Mechanical Industries, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      X \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 11/1/2018. 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.

Ventilation work including air handling units, air distribution  
equipment, fans and duct work.  
\_\_\_\_\_  
\_\_\_\_\_

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

\$1,861,300.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

Test and Balance - \$33,100.00 - Controlled Environment

---

Temperature Controls - \$280,000 - JCI

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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**

17.36 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.  
0 % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

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

The Undersigned (Contractor) 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.

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

BY:

Wolf Mechanical Industries, Inc  
 Name of MBE/WBE Firm (Print)  
July 26, 2017  
 Date  
847-540-2059  
 Phone

Cindy McCarty  
 Signature  
Cindy McCarty  
 Name (Print)

IF APPLICABLE:

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

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



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

NOV 21 2013

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

Dear Ms. McCarthy:

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

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

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

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

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

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

121 NORTH LASALLE STREET, ROOM 806, CHICAGO ILLINOIS 60602

90

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

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

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

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

**NAICS Code(s):**  
**238220 – Ventilating Contractors**

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

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

Sincerely,

  
Janile L. Rhee  
Chief Procurement Officer

JLR/gc

*Handwritten initials*

## Vendor Information

CLOSE WINDOW  HELP**Vendor Information**

Business Name **Wolf Mechanical Industries, Inc.**  
 Owner **Cindy Mccarthy**  
 Address **1192 Heather Drive**  
 > [Map This Address](#) **Lake Zurich, IL 60047-6707**  
 Phone **847-540-2059**  
 Fax **847-540-2071**  
 Email [cmccarty@wolfmechanical.com](mailto:cmccarty@wolfmechanical.com)  
 Website <http://www.wolfmechanical.com>

**Certification Information**

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **11/10/2016**  
 Renewal Date **11/1/2017**  
 Expiration Date **11/1/2018**  
 Certified Business Description **NAICS 238220 Ventilating contractors**

**Commodity Codes**

Code	Description
NAICS 238220	Ventilating contractors

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

Name of Project: \_\_\_\_\_

Project Number: 05035

FROM:

JADE Carpentry Contractors, Inc. MBE \_\_\_\_\_ WBE X  
(Name of MBE or WBE)

TO:

Madison Construction and Public Building Commission of Chicago  
(Name of Bidder)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      X a Corporation  
\_\_\_\_\_ a Partnership                          \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/1/2017. 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.

furnish & install millwork  
\_\_\_\_\_  
\_\_\_\_\_

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

\$350,110.00  
\_\_\_\_\_  
\_\_\_\_\_



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

**PARTIAL PAY ITEMS**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**SUB-SUBCONTRACTING LEVELS**

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

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

The Undersigned (Contractor) 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.

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

BY:

JADE Carpentry Contractors, Inc.

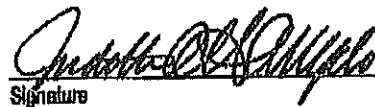
Name of MBE/WBE Firm (Print)

7/24/2017

Date

773-694-1800

Phone



Signature

Judith DeAngelo

Name (Print)

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone

\_\_\_\_\_  
 Signature

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

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



**DEPARTMENT OF PROCUREMENT SERVICES**

**CITY OF CHICAGO**

MAR 10 2014

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

Dear Ms. DeAngelo:

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

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

Your firm's five year certification will expire on 09/01/2017. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by 07/01/2017.

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

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

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

A handwritten signature in black ink, appearing to be "J. DeAngelo".

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

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

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

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

**NAICS Code(s):**

**238130 - Carpentry Contractors**

**238350 - Millwork Installation**

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

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

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/sl

## Vendor Information

CLOSE WINDOW  HELP**Vendor Information**

Business Name **JADE Carpentry Contractors, Inc.**  
 Owner **Ms. Judith DeAngelo**  
 Address **145 Bernice Drive**  
 > [Map This Address](#) **Bensenville, IL 60106**  
 Phone **773-594-1600**  
 Fax **773-594-0442**  
 Email [judydeangelo@jadecarpentry.com](mailto:judydeangelo@jadecarpentry.com)  
 Website <http://www.jadecarpentry.com>

**Certification Information**

Certifying Agency **City of Chicago**  
 Certification Type **WBE - Women Business Enterprise**  
 Certification Date **10/31/2016**  
 Renewal Date **9/1/2017**  
 Expiration Date **9/1/2017**  
 Certified Business Description **NAICS 238130 Carpentry Contractors**  
**NAICS 238350 Millwork installation**

**Commodity Codes**

Code	Description
NAICS 238130	Carpentry Contractors
NAICS 238350	Millwork installation

**Customer Support**

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# NOT APPLICABLE

## SCHEDULE E - Request for Waiver from MBE/WBE Participation

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

Carina E. Sánchez, Executive Director  
Public Building Commission of Chicago  
Richard J. Daley Center  
50 W. Washington Street, Room 200  
Chicago, IL 60602

Dear Ms. Sanchez:

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: South Loop Elementary School Project

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

General Contracting

---

2. Name of Contractor: Madison Construction Company

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:

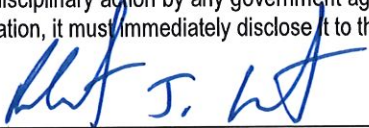
Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)

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.

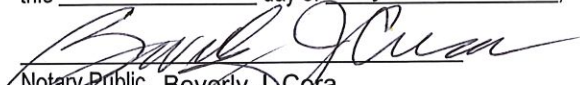
The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations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

  
\_\_\_\_\_  
Signature  
Robert J. Kostelny  
Name (Type or Print)

7/7/17  
\_\_\_\_\_  
Date  
President  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of July, 20 17

(SEAL)

  
\_\_\_\_\_  
Notary Public Beverly J. Cora

Commission expires: January 20, 2020

PUBLIC BUILDING COMMISSION OF CHICAGO  
Contract No. C1578

Performance and Payment Bond  
BOND NO. SU1142211

Contract No.  
C1578

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

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

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

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

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



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
**Contract No. C1578**

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

It is expressly understood and agreed that this Bond, in the penal sum of **THIRTY-FOUR MILLION THREE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS AND NO CENTS** (\$ **34,337,000.00**) shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Contract No. C1578

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

BY \_\_\_\_\_ (Seal)  
Individual Principal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Individual Principal

\_\_\_\_\_  
City State

CORPORATE SEAL

ATTEST:

MADISON CONSTRUCTION COMPANY  
Corporate Principal

BY \_\_\_\_\_

BY \_\_\_\_\_

Secretary Timothy Cahill  
Title

President ROBERT J. KOSSEWY  
Title

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

Arch Insurance Company  
Corporate Surety  
Amy E. Callahan, Attorney-In-Fact

CORPORATE SEAL

FOR CLAIMS (Please Print):

Contact Name: Craig Tagliamonte

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

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

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

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

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

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Contract No. C1578

**BOND APPROVAL**

BY

\_\_\_\_\_  
Lori Ann Lypson, Secretary  
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

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

Dated this 17th day of July, 2017

CORPORATE SEAL



**ACKNOWLEDGMENT BY SURETY**

STATE OF Illinois }  
County of Cook } ss.

On this 11th day of July, 2017, before me personally  
appeared Amy E. Callahan, known to, me to be the Attorney-in-Fact of  
Arch Insurance Company

\_\_\_\_\_, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.



\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook

A handwritten signature in blue ink, appearing to be "JK", written over the notary's name line.

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

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

**POWER OF ATTORNEY**

Know All Persons By These Presents:

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

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

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

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

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

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

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

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

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

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

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

Attested and Certified

Arch Insurance Company

*Patrick K. Nails*  
Patrick K. Nails, Secretary

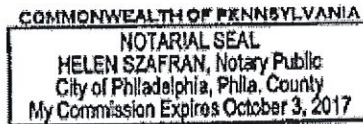


*David M. Finkelstein*  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

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



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

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11<sup>th</sup> day of July, 2017.

*Patrick K. Nails*  
Patrick K. Nails, Secretary

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

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

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



### Document Submittal Checklist

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

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

## EXHIBIT #1 COOK COUNTY PREVAILING WAGE FOR JULY 2015

(Current as of June 1, 2017 per Cook County Prevailing Wage Rates website – No updates since July 2015)

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL			39.400	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
ASBESTOS ABT-MEC	BLD			36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER	BLD			47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON	BLD			43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
CEMENT MASON	ALL			43.750	45.750	2.0	1.5	2.0	13.05	14.45	0.000	0.480
CERAMIC TILE FNSHER	BLD			36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMM. ELECT.	BLD			40.000	42.800	1.5	1.5	2.0	8.670	12.57	1.100	0.750
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			37.050	52.500	1.5	2.0	2.0	8.630	12.28	0.000	0.370
ELECTRIC PWR LINEMAN	ALL			47.500	52.500	1.5	2.0	1.5	11.06	15.75	0.000	0.480
ELECTRICIAN	ALL			45.000	48.000	1.5	1.5	2.0	13.83	15.27	0.000	1.000
ELEVATOR CONSTRUCTOR	BLD			50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR	ALL			37.340	39.340	1.5	1.5	2.0	13.05	12.06	0.000	0.300
GLAZIER	BLD			40.500	42.000	1.5	2.0	2.0	13.14	16.99	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			44.200	46.200	2.0	2.0	2.0	13.65	21.14	0.000	0.350
LABORER	ALL			39.200	39.950	1.5	1.5	2.0	13.98	10.72	0.000	0.500
LATHER	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
MACHINIST	BLD			45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS	ALL			32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON	BLD			43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I	ALL			29.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MATERIALS TESTER II	ALL			34.200	0.000	1.5	1.5	2.0	13.98	10.72	0.000	0.500
MILLWRIGHT	ALL			44.350	46.350	1.5	1.5	2.0	11.79	16.39	0.000	0.630
OPERATING ENGINEER	BLD	1		48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	2		46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	3		44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	4		42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	5		51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	6		49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	BLD	7		51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	FLT	1		53.600	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	2		52.100	53.600	1.5	1.5	2.0	17.10	11.05	1.900	1.250
OPERATING ENGINEER	FLT	3		46.400	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	4		38.550	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	5		55.100	53.600	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER	FLT	6		35.000	35.000	1.5	1.5	2.0	16.60	11.05	1.900	1.250
OPERATING ENGINEER	HWY	1		46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	2		45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	3		43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	4		42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	5		41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	6		49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER	HWY	7		47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER	ALL			45.000	47.500	2.0	2.0	2.0	13.55	17.94	0.000	0.650
PAINTER	ALL			41.750	46.500	1.5	1.5	1.5	11.50	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			44.350	46.350	1.5	1.5	2.0	11.79	16.39	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			43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER	BLD			46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD			41.000	44.000	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD			42.230	45.610	1.5	1.5	2.0	10.53	20.68	0.000	0.720
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	43.780	48.160	1.5	1.5	2.0	10.05	14.43	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
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
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	35.480	35.680	1.5	1.5	2.0	8.350	10.50	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	35.600	35.800	1.5	1.5	1.5	8.250	9.140	0.000	0.150
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
TUCK POINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

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 300ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Flows; 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

### C1578 – SOUTH LOOP ELEMENTARY SCHOOL NEW CONSTRUCTION

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

#### INSURANCE TO BE PROVIDED

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

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

2) **Commercial General Liability (Primary and Umbrella)**

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

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

3) **Automobile Liability (Primary and Umbrella)**

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

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

4) **Contractors Pollution Liability**

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

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

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

5) **Professional Liability**

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

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

6) **Builders Risk/Installation Floater**

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

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

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

**B. ADDITIONAL REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

Contractor must submit the following at the time of award:

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

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





# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 4 DATE (MM/DD/YYYY)  
7/18/2017

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> Esser Hayes Insurance 1811 High Grove, Suite 139 Naperville IL 60540-9100	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 630-355-2077 E-MAIL ADDRESS:	FAX (A/C, No): 630-355-7996
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> MADIS-3 Madison Construction Co. 15657 S 70th Court Orland Park IL 60462	<b>INSURER A:</b> National Fire Ins Co of Hartford NAIC # 20478	
	<b>INSURER B:</b> Continental Insurance Co. NAIC # 35289	
	<b>INSURER C:</b> Valley Forge Insurance Company NAIC # 20508	
	<b>INSURER D:</b> Columbia Casualty Company NAIC # 31127	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

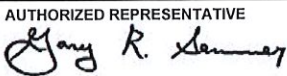
**COVERAGES**      **CERTIFICATE NUMBER:** 1513840767      **REVISION NUMBER:**

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> \$1000 PD Ded. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Terrorism	Y	Y	6045947498	3/14/2017	3/14/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		6045947484	3/14/2017	3/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$n/a			6046216729	3/14/2017	3/14/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6046216715	3/14/2017	3/14/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> LEASED RENTED EQUIPMENT CONTRACTORS PROFESSIONAL & POLLUTION LIAB. CLAIMS MADE			6045947498 6046205276	3/14/2017 3/14/2017	3/14/2018 3/14/2018	\$100,000 LIMIT \$1,000 DEDUCTIBLE \$5,000,000 EA CLAIM \$5,000,000 AGG. DEDUCTIBLE \$25,000

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

RE: #17-018-MD/SOUTH LOOP ELEMENTARY SCHOOL NEW CONSTRUCTION - C1578  
 PRIMARY/NON-CONTRIBUTORY ADDITIONAL INSUREDS ON GENERAL LIABILITY, AUTO LIABILITY AND POLLUTION LIABILITY:  
 THE PUBLIC BUILDING COMMISSION OF CHICAGO; THE CITY OF CHICAGO; THE BOARD OF EDUCATION OF THE CITY OF CHICAGO (THE USER AGENCY). FORM CNA75079XX 01/15 ATTACHED. WAIVER OF SUBROGATION AS IT PERTAINS TO GENERAL LIABILITY, WORKERS COMPENSATION; AND POLLUTION LIABILITY IN FAVOR OF THE ADDITIONAL INSUREDS.

<b>CERTIFICATE HOLDER</b> PUBLIC BUILDING COMMISSION PROCUREMENT DEPARTMENT RICHARD J. DALEY CENTER 50 W. WASHINGTON ST. 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 
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Approved by RAD - 07.24.17



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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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



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

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

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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



# EVIDENCE OF PROPERTY INSURANCE

Page 4 of 5 DATE (MM/DD/YYYY)  
7/21/2017

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

AGENCY Essex Hayes Insurance Group 1811 High Grove, Suite 139 Naperville, IL 60540-9100		PHONE (A/C, No, Ext): 630-355-2077	COMPANY Hanover Insurance Company PO Box 890678 Charlotte NC 28289-0678	
FAX (A/C, No): 630-355-7996	E-MAIL ADDRESS:			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: MADIS-3		LOAN NUMBER		POLICY NUMBER IHCD238278
INSURED Madison Construction Co. 15657 S 70th Court Orland Park, IL 60462		EFFECTIVE DATE 08/01/2017	EXPIRATION DATE 06/15/2019	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED: 7/18/2017				

## PROPERTY INFORMATION

LOCATION/DESCRIPTION  
RE: #17-018-MC/South Loop Elementary School, 1601 S. Dearborn Street, Chicago, IL

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

## COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk, Special Form	34,337,000	5,000
Soft Costs	1,500,000	5,000
Property in Transit	1,000,000	5,000
Property in Temporary Storage or Off Site Fabrication	1,000,000	5,000
Earthquake Coverage	5,000,000	25,000
Flood Coverage	5,000,000	25,000
Permission to Occupy Included		
Equipment Breakdown Included		

## REMARKS (Including Special Conditions)

Named Insureds Include: The Public Building Commission of Chicago and the Board of Education of the City of Chicago (EVID/BR) #17-018-MC/South Loop Elementary School

## CANCELLATION

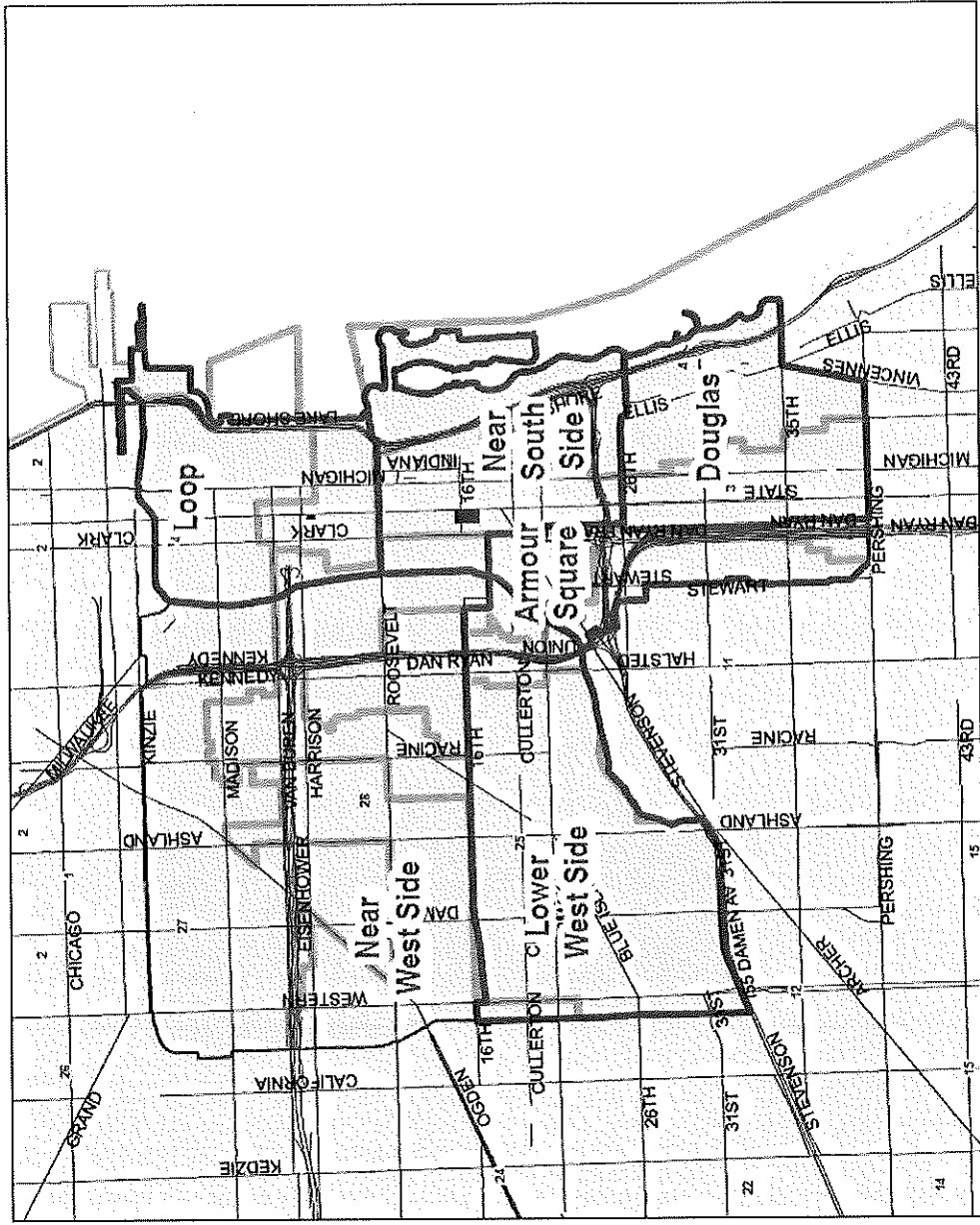
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## ADDITIONAL INTEREST

NAME AND ADDRESS  Public Building Commission of Chicago - Richard J. Daley Center 50 W. Washington Street Room 200 Chicago IL 60602	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	X Named Insured
LOAN #		
AUTHORIZED REPRESENTATIVE 		

# EXHIBIT #3 PROJECT COMMUNITY AREA MAP

South Loop Elementary School  
Community Hiring Areas






-  South Loop Elementary School
-  West Side
-  Near West Side

EXHIBIT #4 ASSIST AGENCIES



## Public Building Commission of Chicago

# ASSIST AGENCIES

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

**BLACK CONTRACTORS UNITED**  
 12000 Marshfield Ave  
 Calumet Park, IL 60827  
**Carole Williams**  
[bcunewera@att.net](mailto:bcunewera@att.net)  
 (708) 389-5730  
[blackcontractorsunited.com](http://blackcontractorsunited.com)

<p><b>CHATHAM BUSINESS ASSOCIATION: SMALL BUSINESS DEVELOPMENT, INC.</b>              800 E 78th St              Chicago, IL 60619  <b>Melinda Kelly</b>  <a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a>              (773) 994-5006  <a href="http://cbaworks.org">cbaworks.org</a></p>	<p><b>CHICAGO URBAN LEAGUE</b>              4510 S Michigan Ave              Chicago, IL 60653  <b>Jason Johnson</b>  <a href="mailto:jjohnson@thechicagourbanleague.org">jjohnson@thechicagourbanleague.org</a>              (773) 451-3547  <a href="http://thechicagourbanleague.org">thechicagourbanleague.org</a></p>	<p><b>CONSTRUCT CONNECT</b>              28 N Clark St              Chicago, IL 60602  <b>Sherwin Deperalta</b>  <a href="mailto:sdeperalta@bidclerk.com">sdeperalta@bidclerk.com</a>              (312) 267-1035</p>
<p><b>CONSTRUCTION BUSINESS DEVELOPMENT CENTER</b>              202 S Halsted St              Chicago Heights, IL 60411  <b>Paul Murtagh</b>  <a href="mailto:pmurtagh@prairiestate.edu">pmurtagh@prairiestate.edu</a>              (708) 709-3692  <a href="http://prairiestate.edu">prairiestate.edu</a></p>	<p><b>FEDERATION OF WOMEN CONTRACTORS</b>              216 W Jackson St, #625              Chicago, IL 60606  <b>Beth Doria</b>  <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a>              (312) 360-1122  <a href="http://fwcchicago.com">fwcchicago.com</a></p>	<p><b>HISPANIC AMERICAN CONSTRUCTION INDUSTRY ASSOCIATION</b>              650 W Lake St, #415              Chicago, IL 60661  <b>Jorge Perez</b>  <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a>              (312) 575-0389  <a href="http://haciaworks.org">haciaworks.org</a></p>
<p><b>ILLINOIS BLACK CHAMBER OF COMMERCE</b>              411 Hamilton Blvd, #1404              Peoria, IL 61602  <b>Kenyatta Fisher</b>  <a href="mailto:larryivory@illinoisblackchamber.org">larryivory@illinoisblackchamber.org</a>              (309) 740-4430  <a href="http://illinoisblackchamber.org">illinoisblackchamber.org</a></p>	<p><b>ILLINOIS HISPANIC CHAMBER OF COMMERCE</b>              222 Merchandise Mart Plaza, #1212              Chicago, IL 60654  <b>Omar Duque</b>  <a href="mailto:info@ihccbbusiness.net">info@ihccbbusiness.net</a>              (312) 425-9500  <a href="http://ihccbbusiness.net">ihccbbusiness.net</a></p>	<p><b>LATIN AMERICAN CHAMBER OF COMMERCE</b>              3512 W Fullerton Ave              Chicago, IL 60647  <b>D. Lorenzo Padron</b>  <a href="mailto:d.lorenzopadron@laccusa.com">d.lorenzopadron@laccusa.com</a>              (773) 252-5211  <a href="http://laccusa.com">laccusa.com</a></p>
<p><b>RAINBOW/PUSH COALITION</b>              930 E 50th St              Chicago, IL 60615  <b>John Mitchell</b>  <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a>              (773) 256-2766  <a href="http://rainbowpush.org">rainbowpush.org</a></p>	<p><b>WOMENS BUSINESS DEVELOPMENT CENTER</b>              8 S Michigan Ave, #400              Chicago, IL 60603  <b>Frieda Curry</b>  <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a>              (312) 853-3477  <a href="http://wbdc.org">wbdc.org</a></p>	<p><b>U.S. MINORITY CONTRACTORS ASSOCIATION</b>              1250 Grove Ave, #200              Barrington, IL 60010  <b>Larry Bullock</b>  <a href="mailto:larry.bullock@usminoritycontractors.org">larry.bullock@usminoritycontractors.org</a>              (847) 852-5010  <a href="http://usminoritycontractors.org">usminoritycontractors.org</a></p>

**FOLLOW THE PBC:**    **OR VISIT US ONLINE AT [PBCCHICAGO.COM](http://PBCCHICAGO.COM)**

2017.04.12

**EXHIBIT #5 PROJECT LABOR AGREEMENT**

## **CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT**

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

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

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

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

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

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; provided however, that said project contracts shall not be "split" so as to avoid the applicability of this Agreement.

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

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

113369.10

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

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

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

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

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

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

113369.10

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

*DTM*  
*MS*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5

James Bebley *(BW)*  
James Bebley, General Counsel *DTM*  
*MS*

Labor Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

2015 FEB 19 PM 2:46

LAW DEPARTMENT

-6-

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
2/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/15

Labor Organization: Black LATTERS

Address: 660 Industrial Dr

City, State, Zip Code: Elmhurst IL 60126

Telephone Number: 630 941 2300

By: James Allen  
Its: JAMES ALLEN

113369.10

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

CHICAGO BOARD OF EDUCATION

By: David A. Vitale  
David J. Vitale, President

*ATM*  
*3/6/15*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Beblay  
James Beblay, General Counsel

*MM*  
*4/08*

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

By: John F. Riel / John L. Riel  
His: BUSINESS MANAGER / SECRETARY TREASURER

113369.10



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

*DM*  
*3/15/15*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobloy  
James Bobloy, General Counsel

*DM*  
*3/15/15*

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST. CHICAGO, IL.

City, State, Zip Code: 60611

Telephone Number: (312) 787-3076

By: Gary Dennis  
His: VICE PRESIDENT

113369.10

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David A. Vitale  
David J. Vitale, President

*DM*  
*3/16/15*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/16/15

Board Report#: 15-0128-EX5-1

James E. Bobloy  
James Bobloy, General Counsel

*DM*  
*3/16/15*

Labor Organization: CEMENT MASONS LOCAL 502

Address: 739 25th AVE

City, State, Zip Code: BELMONT ILL 60604

Telephone Number: 708-544-9100

By: Robert A. Kiser  
Its: PRESIDENT

113369, 10

Dated this 5 day of Feb, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

DTM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

DTM  
2/3/15

Labor Organization: IBEW, LOCAL 134

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

By: Donald Finn  
Its: BUSINESS MANAGER / FINANCIAL SECY

113369.10

3-9-15

-7-

Dated this 9<sup>TH</sup> day of MARCH, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David A. Vitale  
David J. Vitale, President

*DM*  
2/15/15

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

*DM*  
2/15/15

Labor Organization: INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Address: LOCAL NO. 2

City, State, Zip Code: 5860 W. 111th St. Chicago Ridge, IL 60415

708-907-7770

Telephone Number: \_\_\_\_\_  
By: David J. Vitale  
Its: Business Mbr / President

113369.10

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

JTM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
2/3/15

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr Suite U

City, State, Zip Code: Tinley Park, IL 60477

Telephone Number: 708 468 8000

By: Brian Flynn  
Its: BUSINESS MANAGER

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David A. Vitale  
David J. Vitale, President

*DM*  
*YMS*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

*DM*  
*YMS*

✓ Labor Organization: Laborers District Council of Chicago a vicinity

Address: 999 McClintock Drive Suite 300

City, State, Zip Code: Burr Ridge, IL 60527

Telephone Number: 630.655.8289

By: James P. Lawrence  
Its: Business Manager

113369.10

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David A. Vitale  
David J. Vitale, President

*APM*  
*YBS*

Attest: Estela G. Bellran  
Estela G. Bellran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley  
James Bobley, General Counsel *YBS*

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

City, State, Zip Code: Burr Ridge, IL 60527

Telephone Number: 630.656.8289

By: James P. Lawrence  
Its: Business Manager

112369.10

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/3/15

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

City, State, Zip Code: FOREST PARK, IL 60130

Telephone Number: 708.366.1188

By: Craig Santolucito  
Its: PRESIDENT / BM



Dated this 1 day of APRIL, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
FINE

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
FINE

Labor Organization: ARCHITECTURAL & ORNAMENTAL I.W. 63

Address: 2525 W. LEXINGTON ST.

City, State, Zip Code: BROOKVIEW, IL

Telephone Number: 708-344-7727

By: [Signature]

Its: BUSINESS MANAGER, FST

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
FINE

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
FINE

Labor Organization: MACHINERY/MODELS RIGGERS MACHINERY & RECTORS

Address: 1820 BEACH ST.

City, State, Zip Code: BROADVIEW, ILL 60656

Telephone Number: 708-615-9300

By: Robert E. Fulton

Its: BMTS-T

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/3/15

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

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Scupoli  
Its: Business Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David A. Vitale  
David J. Vitale, President

*Handwritten initials and date: DAV 3/15*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley  
James Bobley, General Counsel

*Handwritten initials and date: JMB 3/15*

Labor Organization: Painters District Council #14

Address: 1436 W. Adams

City, State, Zip Code: CHICAGO, IL 60607

Telephone Number: (312) 421-0046

By: [Signature]  
Its: \_\_\_\_\_

113369.10

Dated this 6<sup>th</sup> day of FEBRUARY, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
ANS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
ANS

Labor Organization: PIPE FITTERS L.U. 597

Address: 45N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 x 240

By: James Buchanan  
Its: BUSINESS MANAGER

Dated this 5th day of February, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

JTM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
JTB

Labor Organization: Chicago Journeyman Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-1010

By: James F. Coyne  
Its: James F. Coyne, Business Manager

113369.10

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

JTM  
FEB 3

Attest: Esteia G. Beltran 2/3/15  
Esteia G. Beltran, Secretary

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
FEB

Labor Organization: United Union of Roofers Waterproofers & Allied Workers Local 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: [Signature]  
Its: President/Business Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

JTM  
FMS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
FMS

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSDALE, IL 60162

Telephone Number: 708-449-0073

By: [Signature]  
Its: PRESIDENT AND BUSINESS MANAGER



Dated this 5th day of February, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
KNS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
KNS

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: [Signature]  
Its: Business Manager

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM  
FINE

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

Board Report#: 15-0128-EX5-1

James Hebley  
James Hebley, General Counsel

ATM  
FINE

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 Burr Ridge Pkwy. Ste. 300

City, State, Zip Code: Burr Ridge, Ill. 60527

Telephone Number: (630) 887-4100

By: Pat Hanrod  
Its: President

113369.10

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

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

1. **Student Business Enterprises.** Notwithstanding any existing agreement, the Board may use non-paid volunteers or parents and paid or unpaid students for in-school projects, specifically, projects such as the Student Business Enterprise, or any other similar education-related programs.

2. **Apprenticeship Goals and Supports for CPS Graduates.** Each Union will establish a goal that at least thirty percent (30%) of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS"). The Chicago and Cook County Building Trades Council ("CBTC") will regularly update its website (www.CBTC.org) with information regarding apprenticeship programs and links to the Unions' apprenticeship program websites. The Board shall inform its high school counselors and relevant teacher staff of the website and the resources available there.

3. **Joint Efforts to Improve CPS Graduate Success in Admissions to Apprenticeship Programs.** The Board and the Unions individually and through their umbrella organization (the Chicago and Cook County Building Trades Council) will collaborate to improve student, faculty (including high school counselors) and staff awareness of trade apprenticeship programs, their availability, their requirements and their processes and to develop programs that will increase the success of CPS graduates' who seek entry into Union apprenticeship programs. The support provided by the CBTC may be in one or more of the following forms as agreed to annually by the parties:

- A. Designing and conducting informational meetings with CPS high school counselors and CPS faculty at CPS high schools or at designated central locations to provide information on trade apprenticeship curriculum development, apprenticeship programs, application processes, and requirements for successful candidates.
- B. Providing information regarding apprenticeship application processes to student and faculty, including facsimiles of applications, and information regarding application requirements.
- C. Hosting two construction teacher meetings per year for CPS teachers.
- D. Reviewing curriculum and suggesting improvements.
- E. Facilitating student field trips to Apprenticeship Training Facilities, provided the CPS will secure and pay for transportation costs and any CPS-required insurance for such field trips.
- F. Facilitating the transmission of the following information to CPS from each Joint Apprenticeship Training Committee, including a yearly report on or about September 1<sup>st</sup> of each year or other reporting date that the parties may designate:
  - Total number of apprenticeship applications received;
  - Total number of CPS apprenticeship applications received;
  - Total number of individuals accepted into the apprenticeship program;
  - Total number of CPS graduates accepted over and under the age of 23 into the apprenticeship program;
  - Total number of graduates of the apprenticeship program; and,
  - Total number of CPS graduates of the apprenticeship program.
- G. Facilitating speaking engagements by Union speakers at CPS schools to provide information about the trades they represent, the work they do and the value they contribute to the community; hosting field trips; working with Construction Industry Services Corporation (CISCO), Education to Careers Division, to educate students about opportunities in the trades; and, facilitating participation by the Apprenticeship Programs yearly in CISCO's Hands-On Fair for CPS.
- H. Participating in student immersion programs, including workshops, for CTE and non-CTE students.

**4. Board to Require Contractors to Maximize Trade Apprentices on CPS Jobs and Jobs Performed for CPS.** The Board shall require Contractors to maximize the number of apprentices working on jobs subject to this agreement (the number of apprentices are subject to the terms of the appropriate trade agreement) and the Multi-Project Labor Agreement and shall

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

5. **Union Support for CPS Summer Seasonal Student Employment.** The Unions shall support the Board's summer employment initiative for CPS students in its summer season facilities maintenance program, in which CPS students will be employed to perform non-skilled maintenance that is not within the jurisdiction of any trade and will participate in educational seminars and demonstrations regarding the various aspects of facilities maintenance including those requiring skilled trades. The support shall include trade demonstrations, informational material regarding their respective trades, technical advice and other supports to the program. The Unions and the Board will agree on specific roles that the Unions will play during that program.

6. **Union Participation in the Industry Advisory Council.** The Unions will ensure that each trade who is a party to this Agreement provides a representative who participates on the Industry Advisory Council.

7. **Support for Board-Union-CBTC Collaborative Efforts on Apprenticeships and Program Support.** The Board shall engage an external project manager at a cost not to exceed one hundred thousand dollars (\$100,000.00) annually for the first two years of this agreement for the purposes of providing support services to the Board and CBTC in attaining the goals of this agreement. No later than August 1 of each year of this Agreement, Board, CBTC and the project manager shall meet to plan a program of support for the upcoming school year and develop CPS student apprenticeship program strategies, including plans to identify, inform and counsel qualified CPS high school students (regardless of program of study) and their guidance counselors about apprenticeship programs and opportunities. The plan will include benchmarks by which success of the Board-CBTC collaboration and the project management is measured that year. The project manager shall work with Board and CBTC representatives to

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

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

CHICAGO BOARD OF EDUCATION

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

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

JTM  
JMS

Date: 3/5/15

Board Report: 15-0128-EX 5-2

James L. Bebley  
James L. Bebley, General Counsel

JTM  
JMS

Labor Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CHICAGO BOARD OF EDUCATION

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

*JTM*  
*4/28/15*

Attest: Estela G. Beltran  
Estela G. Beltran, Secretary

Date: 3/5/15

Board Report: 15-0128-EXS-2

James L. Bebley  
James L. Bebley, General Counsel

*JTM*  
*4/28/15*

Labor Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_


By: \_\_\_\_\_

Its: \_\_\_\_\_




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

CHICAGO BOARD OF EDUCATION

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

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


Board Report: 15-0128-EX5-2

[Signature]  
James L. Bebley, General Counsel 

Labor Organization: Black W7625  
Address: 660 Industrial Dr  
City, State, Zip Code: Elmhurst IL 60126  
Telephone Number: 630 941 2300  
By: [Signature]  
Its: JAMES ALLEN


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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr suite u

City, State, Zip Code: Tinley Park, IL 60477

Telephone Number: 708 468 8000

By: Brian Flynn  
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President FTM  
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel FTM  
2/3/15

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.


City, State, Zip Code: FOREST PARK IL 6030

Telephone Number: 708.366.6695

By: Craig Sutulew  
Its: PRESIDENT / BM


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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: ARCHITECTURAL + ORNAMENTAL FW 63

Address: 2525 W. LEXINGTON ST


City, State, Zip Code: BROADVIEW, IL 60156

Telephone Number: 708-344-7727

By: [Signature]  
Its: BUSINESS MANAGER, FST

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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: MACHINERY MEN'S RIGGERS MACHINERY ERectors

Address: 1820 BEACH ST

City, State, Zip Code: BROADVIEW, ILL. 60155


Telephone Number: 708-615-9300

By: Robert Fulton

Its: BMTST


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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bobley  
James L. Bobley, General Counsel 

Labor Organization: Local 126, I.A.M.A.W.  
Address: 120 East Ogden Ave, Suite 18A  
City, State, Zip Code: Hinsdale, IL 60521  
Telephone Number: 630-655-1930  
By: Karl D. Sarpotich  
Its: Business Representative

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

CHICAGO BOARD OF EDUCATION

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

*[Handwritten initials]*

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

Board Report: 15-012B-EX5-2

James L. Bebley  
James L. Bebley, General Counsel

Labor Organization: PIPEFITTERS L.U. 597

Address: 45 N OGDEN AVE


City, State, Zip Code: CHICAGO IL 60607

Telephone Number: 312-829-4191 X 240

By: James Buchanan  
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: LOCAL 134 IBEW

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661


Telephone Number: 312 454.1340

By: Donald Finn  
Its: BUSINESS MANAGER / FINANCIAL SECY.



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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: Chicago Journeymen Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.


City, State, Zip Code: Chicago, Illinois 60607

Telephone Number: (312) 421-1010

By: James F. Coyne  
Its: James F. Coyne, Business Manager


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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: United Union of Roofers Waterproofers & Allied Workers Local 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Sam Mengel  
Its: President/Business Manager

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CHICAGO BOARD OF EDUCATION

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

FTM  
2/15/15

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSIDE, IL 60162

Telephone Number: 708-449-0073

By: [Signature]  
Its: PRESIDENT AND BUSINESS MANAGER

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CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President FTM  
2/28/15

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

Board Report: 15-0128-EX5-2

James L. Behley  
James L. Behley, General Counsel JLB  
2/3/15

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11900 S. Laramie Avenue


City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-597-1800

By: [Signature]  
Its: Business Manager

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: TEAMSTERS LOCAL UNION NO. 731  
Address: 1000 Burr Ridge II, Ste. 300  
City, State, Zip Code: Burr Ridge, IL 60527  
Telephone Number: (630) 887-4100  
By: [Signature]  
Its: President

Labor Organization: CEMENT MASONS UNION LOCAL 502

Address: 739 25th AVENUE

City, State, Zip Code: BELWOOD IL 60104

Telephone Number: 7085449100

By: *[Signature]*

Its: RECEIPT

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

By: John F. Riel *John F. Riel*  
Its: BUSINESS MANAGER / SECRETARY TREASURER

Labor Organization: CARPENTERS Council

Address: 12 EAST ERIE ST.

City, State, Zip Code: CHICAGO, IL. 60611

Telephone Number: (312) 787-3076

By: Stan Rymon

Its: VICE PRESIDENT

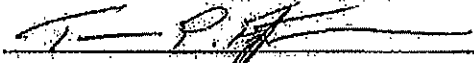


Labor Organization: Palmer's District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: 

Its: \_\_\_\_\_

3-9-15

**INTERNATIONAL UNION OF  
ELEVATOR CONSTRUCTORS  
LOCAL NO. 2**

Labor Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_

5860 W. 111th St.

Chicago Ridge, IL 60415

Telephone Number: 708-907-7270

By: [Signature]  
Its: Business MGR / President

Labor Organization: Laboreks District Council of Chicago & Vicinity

Address: 999 McClintock Drive, Suite 300

City, State, Zip Code: Burr Ridge, IL 60527

Telephone Number: 630.655.8289

By: James P. Lammell

Its: Business Manager

Labor Organization: Laborers District Council of Chicago-Vicinity

Address: 999 McClintock Drive, Suite 300

City, State, Zip Code: Burr Ridge, IL 60527

Telephone Number: 630.655.8289

By: James Flannell

Its: Bureau Manager

**City of Chicago  
Department of Buildings  
General Contractor's Licenses**

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

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

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC051882

CERTIFICATE NUMBER: GC051882-13

FEE: \$ 2000

DATE ISSUED: 03/09/2017

DATE EXPIRES: 03/26/2018

**THIS LICENSE IS NON-TRANSFERABLE**

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

**Judith Frydland  
Commissioner**