

EXHIBITS
TO
DESIGN-BUILD AGREEMENT
BETWEEN
PUBLIC BUILDING COMMISSION OF CHICAGO
AND
K.R. MILLER CONTRACTORS, INC.
2013 SCHOOL INVESTMENT PROGRAM
PROJECT NUMBER 07
CONTRACT NUMBER PS1969
PUBLIC BUILDING COMMISSION OF CHICAGO



Mayor Rahm Emanuel
Chairman

Erin Lavin Cabonargi
Executive Director

Public Building Commission
Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
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JULY 2013

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

1. Complete the design for the Project and solicit Commission and User Agency reviews and approvals. Complete analysis of all Project requirements, including verification of the Scope and Performance Criteria, concept design, regulatory requirements, the conditions of the site and the survey. Consult with the Commission and Using Agency to establish the final design.
2. Provide design documents for written approval at the completion of Design Development, and Construction Documents as identified in Book 1, Article 3.
3. Provide all Coordination, Permit and Trade and Construction packages fourteen (14) days prior to issuance for Commission and User Agency review.
4. Prepare and professionally seal documents that will be issued by for regulatory reviews, approvals and permits. Conduct reviews and submit for review/permits with required regulatory agencies, including, but not limited to, Department of Buildings, Bureau of Fire Prevention, Chicago Department of Transportation, Mayor's Office for People with Disabilities, Office of Emergency Management and Communications, and Illinois Environmental Protection Agency. Conduct and prepare a code analysis package and/or Code Matrix, including, but not limited to, the following components:
 - a. Occupancy classification.
 - b. Construction type.
 - c. Occupant load by area and floor.
 - d. Travel distances.
 - e. Accessibility.
 - f. Exit types, units and widths.
 - g. Plumbing fixture counts.
 - h. Loading berths and parking requirements.
 - i. Fire resistance requirements.
5. Facilitate a Lessons Learned walk-thru of recently constructed projects as necessary with the Commission and User Agency. Document and issue for Commission and User Agency Approval a record of improvements and variations to be incorporated into design.
6. Coordination and support in the form of information, including but not limited to narratives, specifications, and drawings concerning the design, installation and operation of Building Automation Systems (BAS) to the Commission's independent BAS Commissioning Authority. (IF APPLICABLE)
7. Facilitate and document a Sustainable Design Plan for Commission and User Agency approval and provide follow up sessions as directed by the Commission Representative. The purpose of the Plan and meetings are to develop the appropriate design strategies and confirm that the Project's target LEED rating of silver is achievable for all project phases, and make alternative plans as required. Plan shall include LEED Checklist and narratives, including all LEED detail. (IF APPLICABLE)
8. Provide an energy simulation model using the DOE II Modeling Software. (IF APPLICABLE)
9. Preparation of Proposed Public Right of Way Amendment Plan and other documents necessary to illustrate any required amendments to the public right of way. (IF APPLICABLE)

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

10. Preparation of CDOT coordination drawings to the extent required by the Commission and CDOT to coordinate site work with planned improvements by the City of Chicago and CDOT. (IF APPLICABLE)
11. As required, prepare Request for Clarification submittals for the Commission or User Agency questions.
12. Preparation of storm water analysis and management proposal. (IF APPLICABLE)
13. Issuance of a zoning analysis package (if required).
14. Provide a utility coordination and public infrastructure plan. Administer a design phase and construction phase utility coordination meeting including but not limited to the following participants. (IF APPLICABLE)
 - a. Using Agency
 - b. Public Building Commission
 - c. Com Ed
 - d. Peoples Gas
 - e. AT&T
 - f. Comcast
 - g. Office of Emergency Management and Communications
 - h. Department of Water Management
 - i. Bureau of Electricity
15. Develop a keyed furniture, fixture and equipment plan and schedule for review and approval. The plan must locate devices requiring any power, data, communication, low voltage wiring, security and life safety equipment for Commission and User Agency review and approval. The plan will also indicate any equipment requiring water supply, drainage, condensate lines and vents for each device or piece of equipment. (IF APPLICABLE)
16. Develop a hardware and device location plan for Commission and User Agency review and approval. (IF APPLICABLE)
17. Develop a signage plan and specifications for Commission and User Agency review and approval. (IF APPLICABLE)
18. Certification of Compliance with Commission's Design Checklists submitted as part of the Book 3, Project Requirements of the Scope and Performance Criteria. (IF APPLICABLE)
19. Prepare and Submit for use by the Commission an Inspection and Testing Plan ten (10) days prior to any site construction activities. The plan must be in spreadsheet format, following the specification section numbering system. Each inspection, test and required certificate in the project Specifications shall be identified by specification section number. The Authorized Commission Representative upon request can provide a sample Inspection and Testing Plan for use. The Authorized Commission Representative will identify the testing firm(s) that will be used on the Project. The Inspection and Testing Plan must provide for:
 - a. Verification of responsibilities for providing inspections, tests and certificates
 - b. Scope of services for the testing and inspection services RFQ.

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

- c. A scorecard to monitor the completion of required inspections and tests, and the submittal of required certificates.
20. In addition to the Coordination set forth below, the Design Builder shall provide coordination services set forth in Book 2A, Standard Terms and Conditions Procedures Manual for Design Build Contracts. Architect Engineer shall issue MEP coordination documentation to the Commission for review. Architect Engineer shall coordinate and resolve:
- a. Space requirements between trades and/or disciplines.
 - b. Space requirements and access for maintenance and replacement all MEP equipment.
 - c. Incompatibility between items provided under different disciplines (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16).
 - d. Inconsistencies between drawings and specifications (between disciplines and within each discipline).
 - e. As required to manage discipline coordination, prepare drawings or models to manage discipline coordination, resolve conflicts, and present the findings of coordination process to the PBC's design review team.
 - i. Above ceilings in corridors to confirm that service, fixtures, and other devices can fit between the designed ceiling height and the bottom of any structural members or other obstructions. The horizontal spacing of these items will also be reviewed to confirm that desired locations of lighting fixtures and other devices can be achieved.
 - ii. Slabs where services would logically be installed within the slab on grade or on deck. The Architect will confirm that these services can fit within the slab cross section without compromising the structural integrity of the slab. Any limitations on embedded services will be noted on the construction documents.
 - iii. Areas and/or rooms where a significant number of services converge. This includes mechanical rooms, MDF rooms, IDF rooms, electrical closets, fire pump rooms, and any other areas or rooms where the coordination of individual or multiple services are required with multiple disciplines. Where a significant number of services penetrate a wall, floor, ceiling, or roof in close proximity, the Architect will design and detail an appropriate chase with respect to structural elements, code issues, and proper installation of the services.
 - iv. Within mechanical, equipment, and other specialty rooms to confirm that the required equipment, panels, racks, fixtures, ventilation, and other equipment, along with the services entering these rooms will fit within the designed space and layout. Checks will be made for door swings, as well as, equipment accessibility into and within the room.
 - v. Locations on the site or under the building where major existing or new utilities come in close proximity to each other and/or other new or existing structures. This would include locations where these services enter the building or penetrate the foundations.

EXHIBIT 1 - DESIGN BUILDER DESIGN SERVICES

21. Prepare documents that confirm that the appropriate power, communication, and other low voltage services are shown running to and from each required device/fixture and back to the appropriate originating or receiving location are included in the design. This coordination may be represented by a composite device/service schedule that cross references the appropriate interface points.

22. Architect Engineer shall provide no less than 12 hours per week solely dedicated to field observation of the construction in order to monitor the progress and conformance of the permanent features of the work to the requirements of the Contract Documents and submit periodic reports documenting their findings. This time is in addition to time dedicated to management, reviewing submittals, and attending project meetings. The Design Builder retains primary responsibility for ensuring the quality of construction. The Architect Engineer's on-site representative shall not be removed or replaced before final completion of the Project without the prior written approval of the Authorized Commission Representative. The Architect Engineer's on-site representative will be removed immediately upon written request of the Authorized Commission Representative.

23. Provide an expert in roofing on the Project Site throughout the construction/installation of the roof for the Project. (IF APPLICABLE)

24. Architect Engineer to conduct a comprehensive final inspection of the Project with the Authorized Commission Representative and User Agency to verify that the materials furnished and the work performed are substantially compliant with the contract documents.
 - a. The Design Builder is responsible for facilitating a walkthrough on site with the Authorized Commission Representative, Commissioning Agent and User Agency to review punch list items identified in the Design Builder's initial punch list. The Design Builder will consolidate and prepare punch lists indicating the items of work remaining to be accomplished before a Certificate of Final Acceptance will be issued. Prepare certificates of preliminary and final completion in consultation with the Commission and the User Agency.

25. Submittal, Record Document and Close requirements set forth in Book 2A, Standards Terms and Conditions Procedures Manual for Design Build Projects.

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EXHIBIT 2 – SCOPE AND PERFORMANCE CRITERIA

Design Builder acknowledges receipt of the initial Scope and Performance Criteria dated May 16, 2013, Update 1 to the Scope and Performance Criteria dated May 24, 2013, Update 2 to the Scope and Performance Criteria dated May 29, 2013, and Update 3 to the Scope and Performance Criteria dated June 4, 2013 for all schools in Project 13. These documents and the Construction Drawings and Specifications listed herein, including the noted exceptions/clarifications shown on Exhibit 3 form the basis for the Scope of Work for Project 13.

PROJECT REFERENCE DOCUMENTS

- **2013 SCHOOL INVESTMENT PROGRAM RFP FOR DESIGN-BUILD SERVICES ISSUED 4/9/13 - By Public Building Commission**
- **BOOK 1 – DESIGN –BUILD AGREEMENT BETWEEN PUBLIC BUILDING COMMISSION AND DESIGN BUILDER – By Public Building Commission**
- **BOOK 2 – STANDARD TERMS AND CONDITIONS FOR DESIGN BUILD CONTRACTS – By Public Building Commission**
- **BOOK 2A – STANDARD TERMS AND CONDITIONS PROCEDURES MANUAL FOR DESIGN BUILD CONTRACTS – By Public Building Commission**
- **RFP EXHIBIT B – SCHOOL INVESTMENT PROGRAM SCOPE AND PERFORMANCE CRITERIA – By Public Building Commission**
- **RFP EXHIBIT C – SCHOOL INVESTMENT MATRIX – By Public Building Commission**
- **RFP ATTACHMENT 1 – SCHOOL INVESTMENT PROGRAM MAPS – By Public Building Commission**
- **NOTICE OF INTENT TO RECEIVE PROPOSALS FOR DESIGN BUILD SERVICES – By Public Building Commission**
- **RFP ADDENDUM 1 DATED 4/18/13 – By Public Building Commission**
- **RFP ADDENDUM 2 DATED 4/25/13 – By Public Building Commission**
- **RFP ADDENDUM 3 DATED 4/26/13 – By Public Building Commission**
- **PBC CPS School Investment Program – Scope and Performance Criteria Memorandum – Update 1 Dated 5/24/13 – By Public Building Commission**
- **PBC CPS School Investment Program – Scope and Performance Criteria Memorandum – Update 1 Dated 6/4/13 – By Public Building Commission**
- **KEY TRANSACTION TERMS LETTER DATED 5/22/13 – By Public Building Commission**
- **INITIAL GMP SCOPES/CONSTRUCTION ESTIMATES DATED 6/3/13 – By Public Building Commission**
- **PBC Scope Clarification dated 6/20/13 – iPad Design Guide Clarification (Welcoming Schools Only)**
- **PBC Scope Revisions dated 7/9/13 – SIP Program July 09, 2013 Scope Revisions**

- **PBC Directive dated 7/8/13 – Scope Modifications – Conduit in lieu of Wiremold**
- **Limited Asbestos Survey – Cardenas School Dated 5/14/13 – By Carnow Conibear**
- **Limited Lead-Based Paint Assessment – Cardenas School Dated 5/14/13 – By Carnow Conibear**
- **Hazardous Material Survey – Cardenas School Dated 5/14/13 – By Carnow Conibear**
- **Limited Asbestos Survey – Castellanos School Dated 5/21/13 – By Carnow Conibear**
- **Limited Lead-Based Paint Assessment – Castellanos School Dated 5/23/13 – By Carnow Conibear**
- **Hazardous Material Survey – Castellanos School Dated 5/15/13 – By Carnow Conibear**
- **Limited Asbestos Survey – Farragut School Dated 5/20/13 – By Carnow Conibear**
- **Limited Lead-Based Paint Assessment – Farragut School Dated 5/20/13 – By Carnow Conibear**
- **Hazardous Material Survey – Farragut School Dated 5/20/13 – By Carnow Conibear**
- **Limited Asbestos Survey – Hammond School Dated 5/23/13 – By Carnow Conibear**
- **Limited Lead-Based Paint Assessment – Hammond School Dated 5/14/13 – By Carnow Conibear**
- **Hazardous Material Survey – Hammond School Dated 5/20/13 – By Carnow Conibear**
- **Limited Asbestos Survey – Kennedy School Dated 5/23/13 – By Carnow Conibear**
- **Limited Lead-Based Paint Assessment – Kennedy School Dated 5/14/13 – By Carnow Conibear**
- **Hazardous Material Survey – Kennedy School Dated 5/21/13 – By Carnow Conibear**
- **Limited Asbestos Survey – Telpochcalli School Dated 5/15/13 – By Carnow Conibear**
- **Limited Lead-Based Paint Assessment – Telpochcalli School Dated 5/14/13 – By Carnow Conibear**
- **Hazardous Material Survey – Telpochcalli School Dated 5/14/13 – By Carnow Conibear**

EXHIBIT 3

SCHEMATIC DESIGN PLANS AND SPECIFICATIONS
PREPARED BY DOYLE AND ASSOCIATES DATED JUNE 12, 2013

DAVID FARRAGUT CAREER ACADEMY
2345 S. Christiana Ave
Chicago, IL

June 12, 2013

Index of Drawings

Cover Sheet

G1,00 TITLE SHEET

Architectural

A-1 SITE PLAN
A-2 THIRD FLOOR PLAN
A-3 SECOND FLOOR PLAN
A-4 SCIENCE LAB ENLARGED PLANS
A-5 TOILET ROOM ENLARGED PLANS
A-6 SCIENCE LAB INTERIOR ELEVATIONS
A-7 SCIENCE LAB SCHEDULES
A-8 SCIENCE LAB WORKSTATION DETAILS
A-9 SCIENCE LAB POWER AND GAS PLANS
A-10 SCIENCE LAB PLUMBING PLANS

Specifications

Division 1 GENERAL REQUIREMENTS
Division 2 EXISTING CONDITIONS
Division 3 CONCRETE
Division 4 MASONRY
Division 5 METALS
Division 6 WOOD, PLASTICS, AND COMPOSITES
Division 7 THERMAL AND MOISTURE PROTECTION
Division 8 OPENING
Division 9 FINISHES
Division 10 SPECIALTIES
Division 11 EQUIPMENT
Division 12 FURNISHINGS

EXHIBIT 3

SCHEMATIC DESIGN PLANS AND SPECIFICATIONS
PREPARED BY DOYLE AND ASSOCIATES DATED JUNE 12, 2013

KENNEDY HIGH SCHOOL
6325 WEST 56th ST
Chicago, IL 60638

June 12, 2013

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Cover Sheet

G1,00 **TITLE SHEET**
G1.01 **ABBREVIATIONS & SHEET INDEX**
ADA.01 **MOUNTING HEIGHTS & CASEWORK DETAILS**

Civil

C1.01 **SITE PLAN**

Architectural

A1.01 **PARTIAL FIRST FLOOR PLAN**
A1.02 **PARTIAL SECOND FLOOR PLAN**
A1.03 **PARTIAL THIRD FLOOR PLAN**
A2.01 **SCIENCE LAB 318 ENLARGED PLANS**
A2.02 **SCIENCE LAB 318 ENLARGED PLANS**
A3.01 **SCHEDULES & DETAILS**

Electrical

E0.1 **ELECTRICAL GENERAL NOTES, LEGENDS AND SYMBOLS**
E.02 **ENLARGED SCIENCE LAB 318 LIGHTING PLAN & SCHEDULES**
E0.3 **ENLARGED SCIENCE LAB 318 POWER & COMMUNICATION PLAN**
E.04 **ELECTRICAL DETAILS**
E.05 **ELECTRICAL DETAILS**
P.01 **PLUMBING NOTES**
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Division 4 **MASONRY**
Division 6 **WOOD, PLASTICS, AND COMPOSITES**
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Division 8 **OPENING**
Division 9 **FINISHES**
Division 10 **SPECIALTIES**
Division 11 **EQUIPMENT**
Division 12 **FURNISHINGS**

EXHIBIT 3

SCHEMATIC DESIGN PLANS AND SPECIFICATIONS
PREPARED BY DOYLE & ASSOCIATES DATED JUNE 12, 2013

Telpochalli Elementary School
2832 W. 24th Blvd
Chicago, IL 60623

June 12, 2013

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ADA.01 Mounting Heights and Threshold Details

Civil

C1.01 Site Plan

Architectural

A1.01 First & Second Floor Plans
A2.01 South & East Elevations
A2.02 North & East Elevations
A3.01 Computer Lab 163 – Enlarged Plans
A4.01 Schedules & Detail

Electrical

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E.02 Electrical Site Plan
E.03 First & Second Floor Power Plans
E.04 First & Second Floor Emergency Lighting Plans
E.05 Computer Lab Demo & New Electric Plans
E.06 Electrical Riser Diagrams & Details
E.07 Electrical Details
E.08 Electrical Details & Schedules

EXHIBIT 3

SCHEMATIC DESIGN PLANS AND SPECIFICATIONS
PREPARED BY COYNE & ASSOCIATES ARCHITECTS DATED JUNE 12, 2013

Charles G. Hammond Elementary School
2819 W. 21st Place
Chicago, Il 60643
June 12, 2013

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SHEET G-001 to G-002 – SITE PLAN / CODE / ADA MATRIX – INDEX / GENERAL NOTES

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N/A

Landscape

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SHEET A-101 to A-601 - FLOOR PLANS / ROOF PLANS / ELEVATIONS / DETAILS / DOOR / FRAME SCHEDULE

Structural

SHEET S-101 – STRUCTURAL PLANS / SECTIONS / DETAILS

Mechanical

SHEET M-000 to M-501 – MECHANICAL NOTES / FLOOR PLANS / SCHEDULES / DETAILS

Plumbing

SHEET P-001 to P-103 – PLUMBING NOTES & ABBREVIATIONS / FLOOR PLANS / ROOF PLANS

Electrical

SHEET E-001 to E-104 – ELECTRIC NOTES / FLOOR PLANS / ROOF PLANS

Technology

IN ELECTRIC

EXHIBIT 3

SCHEMATIC DESIGN PLANS AND SPECIFICATIONS
PREPARED BY DOYLE & ASSOCIATES DATED JUNE 12, 2013

Lazaro Cardenas Elementary School - ANNEX
2406 South Central Park Avenue
Chicago, IL 60623

June 12, 2013

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A1.01 First & Second Floor Plans
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Mechanical

M.01 First and Second Floor Mechanical Plans
M.02 Mechanical Details and Schedules

Plumbing

P.01 First and Second Floor Plans

Electrical

E.01 First and Second Floor Plans

EXHIBIT 3

SCHEMATIC DESIGN PLANS AND SPECIFICATIONS
PREPARED BY TRIPARTITE, INC. DATED JUNE 12, 2013

Rosario Castellanos Elementary School
2524 S. Central Park Ave.
Chicago, IL 60623

June 12, 2013

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A-105 Roof Plan

A-201 South Lunchroom and Kitchen Plan

South Lunchroom RCP

A-202 North Lunchroom Plan and

North Lunchroom RCP

A-203 Bathroom Plans

Food Service

FS-101 Food Service Equipment Plan

FS-102 Food Service Equipment Plan

FS-103 Food Service Electrical Plan

Electric

E-000 Symbols and Notes

E-101 Basement Electrical Plans

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E-103 2nd Floor Electrical Plans

E-104 3rd Floor Electrical Plans

E-105 Roof Electrical Plan

E-301 Single Line Diagram, Panel Schedules,

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**Rosario Castellanos Elementary School
2524 S. Central Park
Chicago, IL 60623**

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**MP-000 Mechanical and Plumbing Underground
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MP-100 Mechanical and Plumbing Basement Plan
MP-101 Mechanical and Plumbing 1st Floor Plan
MP-102 Mechanical and Plumbing 2nd Floor Plan
MP-103 Mechanical and Plumbing 3rd Floor Plan
MP-104 Mechanical and Plumbing Roof Plan
MP-201 Mechanical and Plumbing Schedules
MP-300 Mechanical Schedules
MP-301 Plumbing Schedules
MP-401 Mechanical Details
MP-402 Plumbing Details

Fire Protections

FP-100 Schematic Fire Protection Basement Plan

**EXHIBIT 3 –EXCEPTIONS/CLARIFICATIONS TO CONSTRUCTION DRAWINGS
AND SPECIFICATIONS**

Design-Builder acknowledges submission of Construction Drawings and Specifications as shown on Exhibit 2 and notes the following exceptions/clarifications, as attached:

All Schools

K.R. Miller Contractors, Inc's General Conditions and Requirements include personnel required for ontime completion of the project and are not based on PBC's standard personnel requirements. All requirements for PBC site representative appurtenances per PBC's Standard Specifications have been eliminated from the scope.

Cardenas School

1. Refrigerator & freezers supplied and installed by others.
2. Figures opening kitchen floor for MEP rough.
3. Owner to disconnect existing equipment if required
4. Furniture /desks provided by others.
5. No exterior door replacement is necessary on the main building/ existing doors are new FRP
6. Due to existing condition of the Annex doors, we figured for replacing six doors (per scope) on the annex, and none on the main building.

Castellanos School

1. Emergency Lighting and Life Safety at the school is not to City code. Our proposal adds over 72 new or replacement exit signs and battery backup lights to bring the school to code.
2. All materials will color match as close as possible to what is available at the time of the work.
3. The bathroom scope was altered to repair existing fixtures and add new hot water return line to the addition bathrooms 1st through 3rd floors; as well as, repair the 3rd floor bathroom.
4. All existing bathroom heaters were found broken. Scope will replace them.
5. Areas must be clean and equipment and material must be removed from work area prior to beginning our work.
6. Requested shut downs by the facility must be timely and not impact schedule.
7. Reach in freezers, refrigerators and holding cabinets by others.
8. Delete the installation of serving lines at Castellanos School. Per direction from CPS on 7/8/13, the serving lines and all associated plumbing and electrical work is to be deleted from the scope.
9. Delete the scope of work associated with the window guards. A/C Units are being replaced in the same location and window guard work will be eliminated.

Farragut School

1. Areas must be clean and equipment and material must be removed from work area prior to beginning our work.
2. Requested shut downs by the facility must be timely and not impact schedule.
3. Pricing per the directive of painting the whole room for are included.
4. No paint removal from existing wood trim that has existing paint from previous paint work.
5. No environmental work had to be completed under this scope of work.

Hammond School

1. All HVAC equipment will be removed & reinstalled so equipment curbs can be extended.
2. Parapet wall will be raised so 14" flashing can be installed per CPS standards.
3. New cantilevered arm mounted light supports and new lighting will be installed per CPS standard.
4. Only patching at upper roof per the scope.
5. Replacing (2) existing 4" downspout from the drain body on the 2nd floor roof to the 2nd floor slab. Opening and closing p 2 pipe chases on the 2nd floor.
6. No work to be done regarding the joists / sleepers in regards to the tile / plywood replacement at the perimeter
7. Auditorium door will be repaired / refinished to the best of our contractor's abilities.
8. New kitchen water connections will be made at the existing pipes at the kitchen entrance in corridor 108.
9. Delete the scope of work associated with the Auditorium at Hammond School. Per PBC Director of Design's email dated 6/29/13, "Client Directed Scope Revisions" the work associated with the Gym/Auditorium is to be deleted.
10. Delete the painting of the classrooms and corridors at Hammond School. The classrooms at Hammond were painted by Chicago Cares last month.
11. Delete the soffits to conceal the condensate drain piping from the split system units. Condensate lines will be run directly out of an outside wall and drain to adjacent roofs.

Kennedy School

1. All materials will color match as close as possible to what is available at the time of the work.
2. Areas must be clean with all equipment and material removed from work area prior to beginning our work. This includes all rooms work will take place in.
3. Requested shut downs by the facility must be timely and not impact schedule.

Telpochcalli School

1. All new feed and panels will come from the existing switchgear in the Saucedo School. The feeds / piping from the switchgear room to the new computer room will run in the steam tunnels.
2. Computer Room furniture to be provided by others.
3. Delete the scope of work associated with the tuckpointing portions of the parapet wall.

EXHIBIT 4 – RESERVED

EXHIBIT 5 – DESIGN BUILDER GUARANTEED MAXIMUM PRICE FORM

Project Number: 07

Design – Builder: K.R. Miller

Contract Number: 1969

Cost of Construction..... \$4,102,266.00

Cost of Design (Architect and Engineer) Fees \$425,832.00

General Conditions and General Requirements \$768,751.00

Design-Builder's Overhead and Fee \$484,204.00

GUARANTEED MAXIMUM PRICE

\$5,781,053.00

EXHIBIT 6 - RESERVED

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

1. COMPENSATION FOR DESIGN BUILD SERVICES

- a. DESIGN PHASE SERVICES. The Design Builder shall be paid a lump sum fee for Design Phase Services of \$425,832.00 in accordance with Article 7 of Book 1 and Exhibit 5.
- b. DESIGN BUILDER'S OVERHEAD AND FEE. The Design Builder shall be paid a lump sum amount of overhead and fee of \$484,204.00 in accordance with Article 7 of Book 1 and Exhibit 5.

2. DESIGN BUILDER'S COMPENSATION FOR CONSTRUCTION PHASE SERVICES

- a. Design Builder shall be paid a lump sum of \$768,751.00 as full compensation for General Conditions and for General Requirements; and
- b. a lump sum of \$4,102,266.00 for Construction Costs as provided in Section 8.2 of Book 1 and Exhibit 5.

c. GENERAL CONDITIONS ITEMS

The Design Builder's General Conditions include compensation for the following work and services:

- .1 Management, Supervisory and Technical Personnel, including, without limitation:
 - .1 Project Executive
 - .2 Senior Project Manager, Project Manager
 - .3 Assistant Project Manager, Project Engineers
 - .4 MEP Coordinator
 - .5 General Field Superintendent, Senior Field Superintendent
 - .6 Field Superintendent, Assistant Superintendent
 - .7 Timekeeper
 - .8 Secretary, Clerical
 - .9 Accountant
- .2 General and administrative expenses for site office, including, without limitation:
 - .1 Project Office/Field Office
 - .2 Storage Trailers/Sheds
 - .3 Office Supplies Furniture & Equipment
(Copier, Fax, Computers, Printers, Plotters)
- .3 Communication Equipment
 - .1 Telephone service including local calls and site telephone service.

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .2 Mobile Phone Service
- .3 Computer charges, including internet service.

- .4 Miscellaneous
 - .1 Parking, mileage and cab fares.
 - .2 Data processing costs related to the work.

d. GENERAL REQUIREMENTS ITEMS

The Design Builder's General Requirements include compensation for the following work and services:

- .1 Building Layout and Elevation Benchmarks
- .2 Street Cleaning/Snow Removal
- .3 Pest Control
- .4 Access Road Maintenance
- .5 Construction Barricade Graphics

- .6 Temporary Utilities
 - .1 Temporary Gas Lines
 - .2 Temporary Energy Costs (Stated as an Allowance)
 - .3 Temporary Utility Enclosures
 - .4 Temporary Heat
 - .5 Temporary Water for Drinking

- .6 Safety
 - .1 Carpenters for Safety Maintenance
 - .2 Temporary Stair Maintenance
 - .3 Handrails and Toe Board Maintenance
 - .4 Safety Equipment
 - .5 Overhead Protection/Canopies
 - .6 First Aid Supplies

- .7 Watchman Services
- .8 Fences and Gates

- .9 General Cleaning and Disposal
 - .1 General Construction Cleaning
 - .2 Dumpster Container service, removal and disposal
 - .3 Floor Trash Buggies
 - .4 Labor for General Cleanup
- .10 Miscellaneous
 - .1 Monthly Construction Progress Photos
 - .2 Postage/Overnight mail/Messenger Service
 - .3 Out of Town Travel Expenses
 - .4 Temporary Toilets
 - .5 Copier Charges

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- .6 Bidding Document CD's and Revisions
- .7 Long Distance Communications

- .11 Pre-Conditions Site Survey
- .12 Settlement Survey
- .13 Vibration Monitoring
- .14 Indoor Air Quality Monitoring

3. OTHER COMPONENTS OF THE GMP

- a. [reserved]
- b. The sum of the General Conditions and Requirements, Construction Costs, Cost of Design, and Bonds and Insurance shall be referred to as the Cost of the Work.

4. Commission Contingencies, Commission Allowance Items and Design Builder Allowances

[reserved]

5. DESIGN BUILDER'S CONTINGENCY

[reserved]

6. ITEMS NOT INCLUDED IN THE COST OF THE WORK

The following items are not included and shall not be included in the Cost of the Work.

- a. Salaries and other compensation of the Design Builder's personnel stationed at the Design Builder's principal office or offices other than the Project Site.
- b. Expenses of the Design Builder's principal office and offices, other than the site office.
- c. Overhead and general expenses except as may be set forth in the Agreement or this Exhibit.
- d. The capital expenses of the Design Builder and the subcontractors including interest on capital employed in furtherance of the Work
- e. Costs due to the default or negligence of the Design Builder or anyone directly or indirectly employed by the Design Builder, including without limitation, costs for the correction of damaged, defective or non-confirming Work, except as allowed by the Design Builder's Contingency, disposal and replacement of materials and equipment incorrectly ordered or supplied and repairing damage to property not forming a part of the Work.
- f. Overtime wages or salaries (and fringe benefits related thereto) incurred by the Design Builder as a result of the Design Builder's failure to perform

EXHIBIT 7 - COMPENSATION/COST OF THE WORK

- the work in an timely manner in accordance with the Construction Schedule except as allowed by the Design Builder's Contingency;
- g. Costs that would cause the Project GMP to be exceeded.

7. ADMINISTRATION OF ALLOWANCES AND CONTINGENCIES

- a. Design Builder Allowances. Any Overage on a Design Builder Allowance Item shall be allocated from the Commission Contingency or funded by a Change Order to the Project GMP from other Commission Funds at the Commission's sole discretion. Any such allocation shall be performed pursuant to the Commission's Change Order Process defined in Article 17 of Book 2. In the event that any Design Builder Allowances or partial amounts thereof remain unused at the completion of the Work, the Design Builder shall allocate any such unused amounts to the Commission Contingency. Any such re-allocation shall be made on the Payment Application following the completion of the Work for which the Design Builder Allowance was established.
- b. Design Builder Contingency. In the event that any Design Builder Contingency remains unused at the completion of the Work, the Commission shall issue a deductive Amendment to reduce the GMP so any unused portion of the Design Builder Contingency remains with the Commission.

EXHIBIT 8 - RESERVED

EXHIBIT 9 - INSURANCE AND BONDING REQUIREMENTS

1. The Design-Builder shall furnish proof of its ability to provide the bonds and insurance required by the Contract to the satisfaction of the Commission prior to the commencement of any construction activities on site. With respect to the payment and performance bonds, a letter from the Design-Builder's surety affirming the surety's willingness to provide the Design-Builder's bonds is sufficient. With respect to the insurance, either a letter from the Design-Builder's insurer, or a certificate showing that the Design-Builder currently possesses the required coverage, is sufficient.
2. The insurance requirements for this project are as follows: The Design-Builder must provide and maintain at Design-Builder's 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 Design-Builder returns to perform additional work regarding warranties or for any other purpose.
3. The insurance requirements to be adhered to by the Design-Builder are included in this Exhibit 9.
4. Upon approval by the Commission to commence construction activities, which approval shall be designated by a Notice to Proceed with Construction Activities from the Commission to the Design-Builder, and no less than ten (10) days before the commencement of any construction activities on the site, the Design-Builder must execute and deliver to the Commission the Performance and Payment Bond in the form included in the Contract Documents, or such other guarantee as agreed to by the Commission, and evidence of the required insurance coverage.
5. The Performance and Payment Bond shall be in the form provided herein, in the full amount of the Construction GMP, and shall be security for the faithful performance of the Contract and payment of all persons, firms, or corporations to whom the Design-Builder 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.
6. The failure of the Design-Builder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the Commission may grant based upon reasons determined sufficient by the Commission, shall constitute a default and the Commission may either award the Contract to the next lowest responsible Design-Builder 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 Design-Builder, 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 Design-Builder 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 Design-Builder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the Design-Builder to an extension of time required to complete the Work.

The Design-Builder must provide and maintain at Design-Builder's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. Unless otherwise noted below, 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 Design-Builder or its subcontractors return to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

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

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

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. Design-Builder and all subcontractors of every tier will specifically name the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC as Additional Insured using ISO CG2010 0413 and CG2037 0413. 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.

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

Subcontractors performing work for Design-Builder 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 Design-Builder must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the Board of Education of the City of Chicago, the City of Chicago and others as may be required by the PBC are to be named as Additional Insured on a primary, non-contributory basis.

Subcontractors performing work for Design-Builder 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 Design-Builder 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 Design-Builder and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago and others as may be required by the PBC, 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 on-going and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) Professional Liability

When Design-Builder performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than ~~\$5,000,000~~ \$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.

In the event that the Design-Builder hires an Architect/Engineer, the Architect/Engineer must maintain limits of not less than ~~\$5,000,000~~ \$1,000,000 per occurrence with the same terms herein. Subcontractors performing professional work for Design-Builder or an Architect/Engineer must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

6) Builders Risk

Design-Builder must provide All Risk Builders Risk Insurance or Installation Floater on a replacement cost basis including but not limited to all labor, materials, supplies, equipment,

machinery and fixtures that are or will be permanent part of the facility. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insured 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 PBC Risk Management Department, even if the Project has been put to its intended use.

The Design-Builder 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 Design-Builder.

7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Design Builder or subcontractors perform, Railroad Protective Liability insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

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

B. ADDITIONAL REQUIREMENTS

Design-Builder must furnish the PBC's 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. Copies of any endorsements or policy language providing Additional Insured or Named Insured status to the entities required above must accompany the Certificate of Insurance upon submission. The Design-Builder 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 Design-Builder is not a waiver by the Commission of any requirements for the Design-Builder to obtain and maintain the specified insurance. The Design-Builder will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Design-Builder 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 PBC reserves the right to obtain copies of insurance policies and records.

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

The Design-Builder waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, officers, or representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago will not contribute with insurance provided by the Design-Builder 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 Design-Builder 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 Design-Builder must require all subcontractors to provide the insurance required herein, or Design-Builder may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Design-Builder unless otherwise specified in this Contract.

If Design-Builder or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Design-Builder 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 ~~04-13~~ and the CG2037 ~~04-13~~ or equivalents

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: KD

DATE (MM/DD/YYYY)

06/25/13

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

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

PRODUCER Dohn & Maher Associates 4811 Emerson Avenue, Suite 102 Palatine, IL 60067-7416 Carl E. Dohn Jr.		Phone: 847-303-6800 Fax: 847-303-6963	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MILLKC1	FAX (A/C, No):
INSURED K. R. Miller Contractors, Inc. 1624 Colonial Parkway Inverness, IL 60067		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Westfield Insurance		24112
		INSURER B: Great American Ins Co		
		INSURER C: The Traveler's Companies		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CMM5178291	04/15/13	04/15/14	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 - COM/POP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CMM5178291	04/15/13	04/15/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$			CMM5178291	04/15/13	04/15/14	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
A	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	WCP7547148	04/15/13	04/15/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Pollution Liability			CSE3948874 01	01/10/13	01/10/14	\$1MM/\$1MM Limits
C	Builders Risk			QT6602C422006	04/12/13	04/12/14	\$4MM Limits

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Contract #PS1969 School Renovation, CPS School Investment Program Project #7. The following are included as Additional Insured to General Liability (coverage form attached), Automobile and Umbrella as required by written contract with respects to work performed by the Named Insured: See Attached.

CERTIFICATE HOLDER**CANCELLATION**

Public Building Commission of Chicago 50 W. Washington St Room 200 Chicago, IL 60602	PUBMBRE <i>ek</i> <i>scr</i>	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 <i>Carl Dohn Jr.</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS ADDITIONAL INSUREDS.

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

A. **Section 11 - Who Is An Insured** is amended include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in

connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: SEE WORDING BELOW
Location And Description of Completed Operations: ANY PERSONS OR ORGANIZATIONS WHEN YOU HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSONS OR ORGANIZATIONS BE ADDED AS AN ADDITIONAL INSURED.
Additional Premium: INCL

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE CONDITION AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, Condition 4, of Section IV - Commercial General Liability Conditions is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when b. below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work;"
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject

to Exclusion g. of Section I - Coverage A.

- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

Any person or organization for whom you are required in a written contract or agreement to include a waiver of transfer of rights of recovery against others to us, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written agreement.

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO EXPANDED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Business Auto Expanded Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a

policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, subparagraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - LIABILITY COVERAGE, item B. Exclusions, 5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is replaced with the following:

- a. **Transportation Expenses**

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.
6. **Fire Department Service Charge**
When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:
 - (a) Assumed by contract or agreement prior to loss; or
 - (b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item B. Exclusions, subparagraph 3.a. is deleted and replaced with the following:

- a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item D. **Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, item A. **Loss Conditions** is amended as follows:

Subparagraph a, under Item 2. **Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph b.(2) under 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. **General Conditions**, 2. **Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS**, B. **General Conditions**, 7. **Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS**, Item C. is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Automatic Status when required by Contract

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

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

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

POLICY NUMBER: WCP 7547148
EFFECTIVE DATE: 04/15/13
INSURER: AMERICAN SELECT INSURANCE COMPANY
CARRIER CODE: 35939
NAMED INSURED: K R MILLER CONTRACTORS INC
AGENCY NUMBER: 12-1316

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

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

Schedule

PRINCIPAL:

ANY

DESCRIBED OPERATIONS:

ANY OPERATIONS OF THE INSURED

MINIMUM PREM/FLAT CHARGE: 2000

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

K. R. MILLER CONTRACTORS, INC.
1624 Colonial Parkway

Inverness, IL 60067-4725

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street

Boston, MA 02116

OWNER:

(Name, legal status and address)

**Public Building Commission Of The City
Of Chicago**
50 West Washington Street

Chicago, IL 60602

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond

CONSTRUCTION CONTRACT

Date: **6/21/2013**

Amount: **\$6,800,000.00**

Description:

Contract No.: PS1969, Facility#s: Cardenas, Castellanos, Farragut, Hammond, Kennedy and Telpochacalli.

(Name and location)

BOND 268003353

Date: June 24, 2013

(Not earlier than Construction Contract Date)

Amount: **\$6,800,000.00**

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: **K. R. MILLER CONTRACTORS, INC.**
(Corporate Seal)

Name and Title:

[Signature] **SIRVICA President**
SIR NEIDORN
(Any additional signatures appear on the last page of this Performance Bond)
(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

DOHN & MAHER ASSOCIATES
4811 Emerson Avenue, Suite 102
Palatine, IL 60067

SURETY

Company: **Liberty Mutual Insurance Company**
(Corporate Seal)

[Signature]
Carl Dohn Jr., Attorney-in-Fact

OWNER'S REPRESENTATION:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 the Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL Company: K. R. MILLER CONTRACTORS, INC. (Corporate Seal)	SURETY Company: Liberty Mutual Insurance Company (Corporate Seal)
Signature: _____	Signature: _____
Name and Title: _____	Name and Title: Carl Dohn Jr.
Address: 1624 Colonial Parkway	Address: 175 Berkeley Street
Inverness, IL 60067-4725	Boston, MA 02116
Caution: You should sign an original AIA Contract Document. An original assures that changes will be not be obscured.	
AIA Document A312™ — 2010. The American Institute of Architects	
4	

AIA Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)
K. R. MILLER CONTRACTORS, INC.
1624 Colonial Parkway
Inverness, IL 60067-4725

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER:

(Name, legal status and address)

**Public Building Commission Of The City
Of Chicago**
50 West Washington Street

Chicago, IL 60602

CONSTRUCTION CONTRACT

Date: 6/21/2013

Amount: \$6,800,000.00

Description:

Contract No.: PS1969, Facility#s: Cardenas, Castellanos, Farragut, Hammond, Kennedy and Telpochacalli.

(Name and location)

BOND 268003353

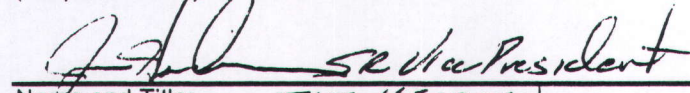
Date: June 24, 2013
(Not earlier than Construction Contract Date)

Amount: \$6,800,000.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: **K. R. MILLER CONTRACTORS, INC.**
(Corporate Seal)


Name and Title: **JIM HEIDORN**
SR Vice President

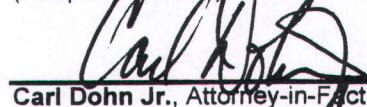
(Any additional signatures appear on the last page of this Performance Bond)
(FOR INFORMATION ONLY— Name, address and telephone)

AGENT or BROKER:

DOHN & MAHER ASSOCIATES
4811 Emerson Avenue, Suite 102
Palatine, IL 60067

SURETY

Company: **Liberty Mutual Insurance Company**
(Corporate Seal)


Name and Title: **Carl Dohn Jr.**, Attorney-in-Fact

OWNER'S REPRESENTATION:

(Architect, Engineer or other party)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

- § 5.1 Claimants, who do not have a direct contract with the Contractor,
- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)	
CONTRACTOR AS PRINCIPAL Company: K. R. MILLER CONTRACTORS, INC. (Corporate Seal)	SURETY Company: Liberty Mutual Insurance Company (Corporate Seal)
Signature: _____	Signature: _____
Name and Title:	Name and Title: Carl Dohn Jr.
Address: 1624 Colonial Parkway	Address: 175 Berkeley Street
Inverness, IL 60067-4725	Boston, MA 02116
Caution: You should sign an original AIA Contract Document. An original assures that changes will be not be obscured.	
AIA Document A312™ — 2010. The American Institute of Architects	
8	

STATE OF Illinois
COUNTY OF Cook

On this 24th day of June 2013, before me came Carl Dohn Jr., who executed the preceding instrument, to me personally known, and being by me duly sworn, said that he/she is the therein described and authorized Attorney-in-Fact Liberty Mutual Insurance Company at the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Notary Public



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF ILLINOIS
MONTGOMERY COUNTY

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

5482932

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **CARL DOHN, JR.; GARY W. PETRIE; JACQUELINE BRENNER; JEFFREY S. MOORE; KAREN DOHN; PATSY COLLAZO; SUSAN MURRAY; WILLIAM P. MAHER**

all of the city of PALATINE, state of IL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of July, 2012.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 25th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.

By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

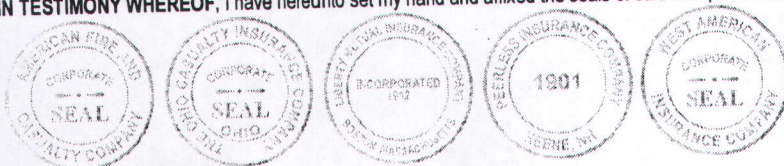
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of July, 2012.



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

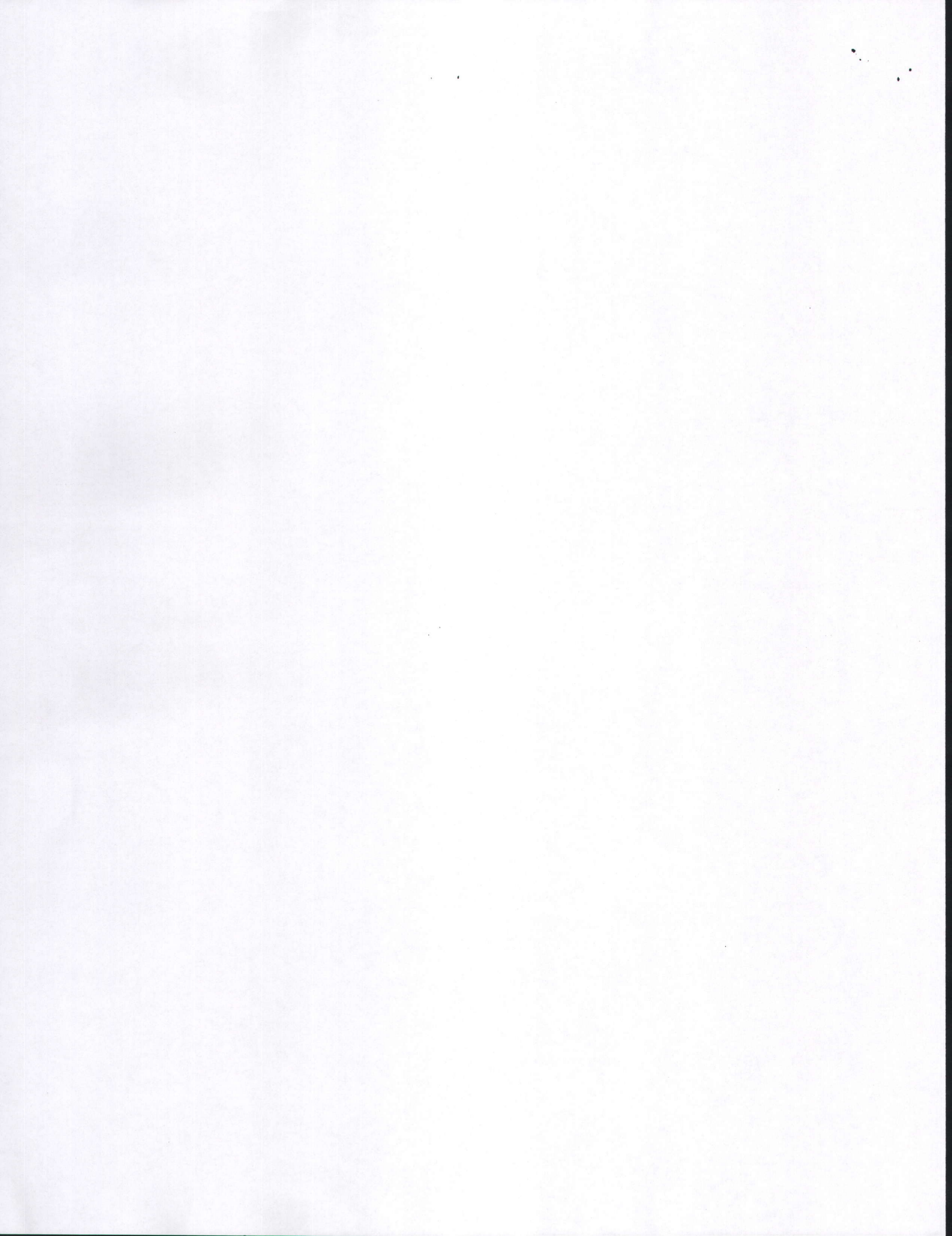
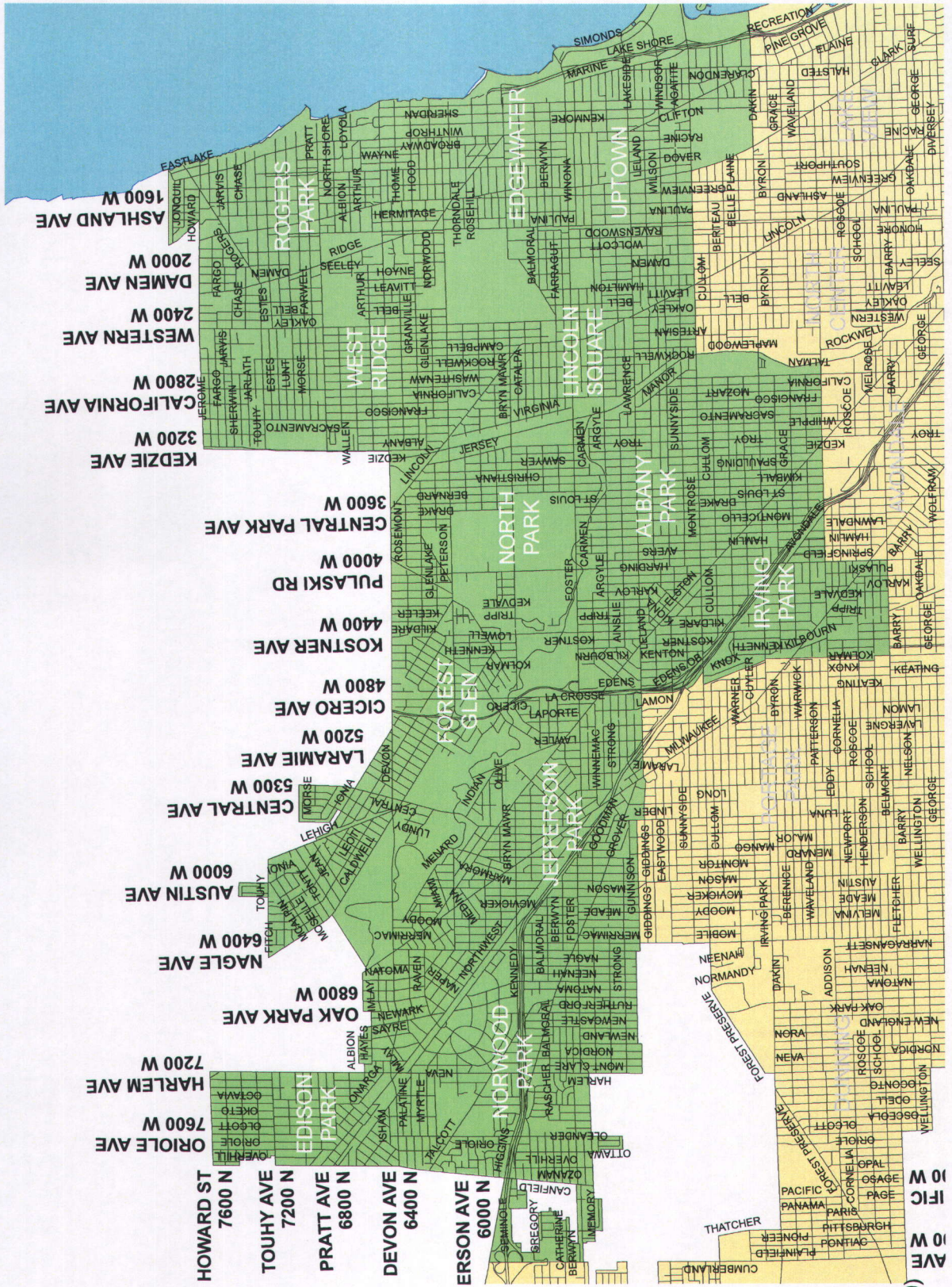


EXHIBIT 10 - COMMUNITY AREA MAPS

Maps for Community Zone Areas A, B, and C as delineated in the maps attached hereto.



CPS School Investment Program Community Hiring Zone A

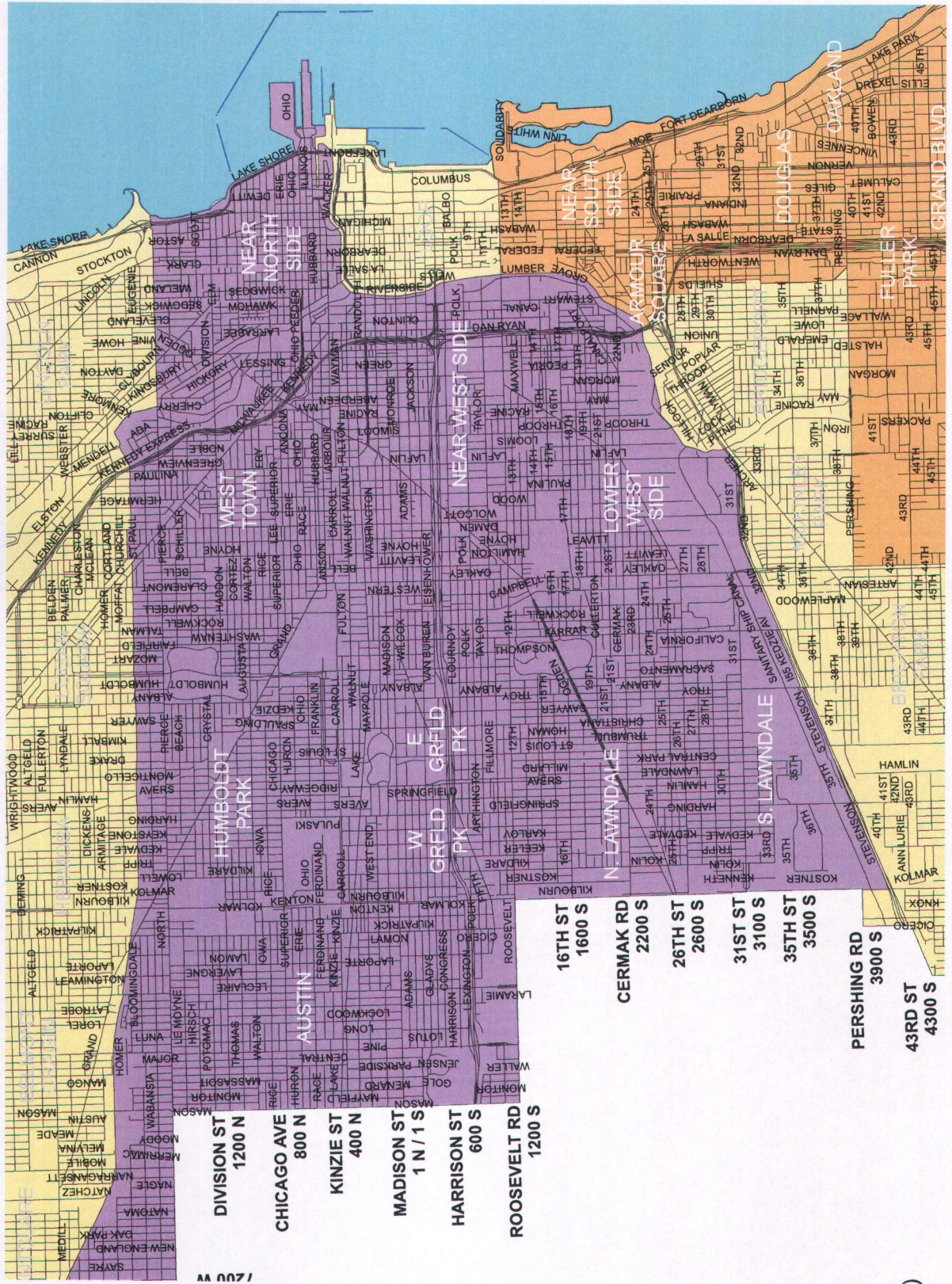


- Zone A
- Zone B
- Zone C
- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013



CPS School Investment Program Community Hiring Zone B



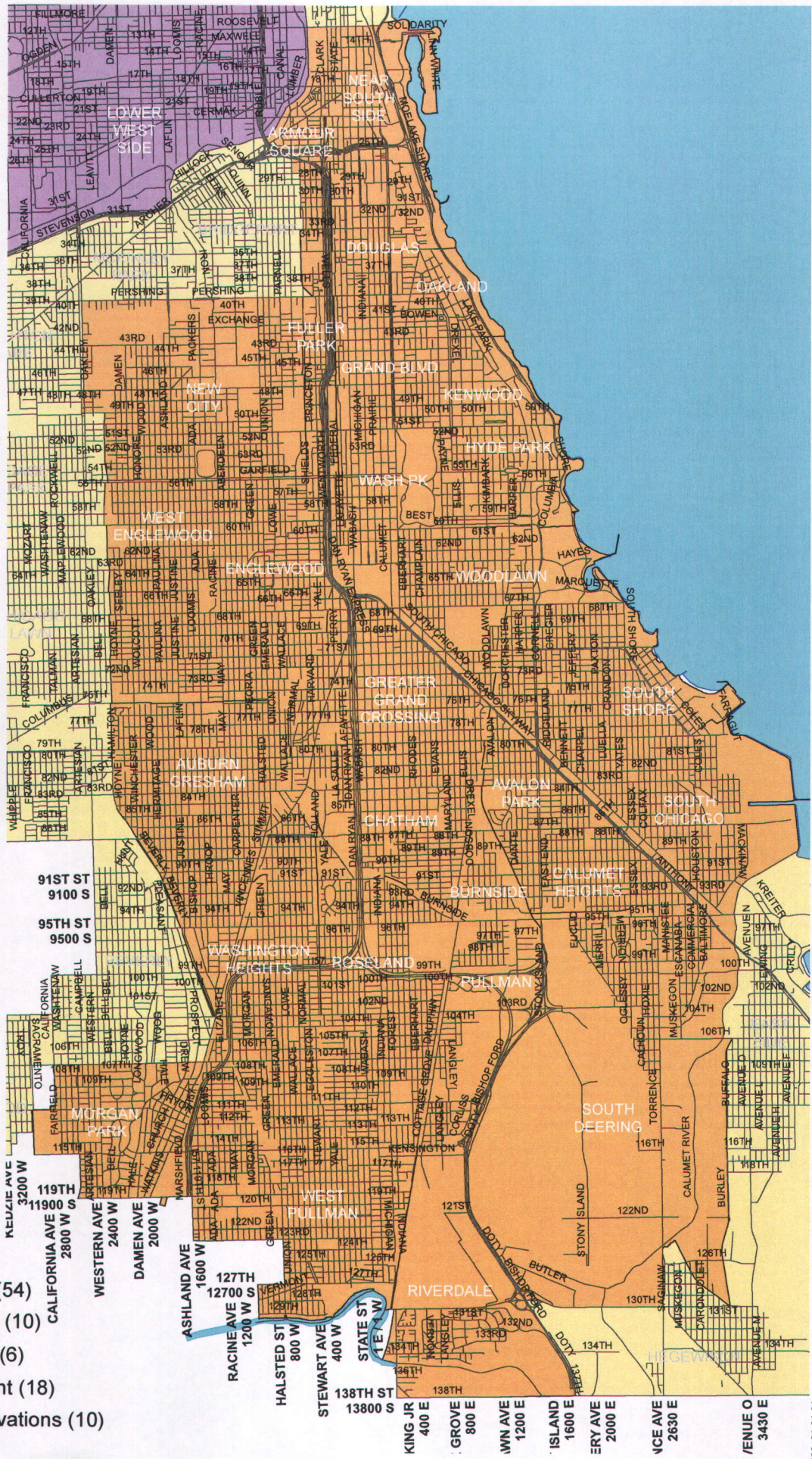
- Zone A
- Zone B
- Zone C

- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013



CPS School Investment Program Community Hiring Zone C



- Zone A
- Zone B
- Zone C

- Welcoming (54)
- Co-Locating (10)
- Turnaround (6)
- Reinvestment (18)
- IB HS Renovations (10)

Projects as of 5/30/2013

Name: AER_PBC_S_N_CommunityHiringZoneC_20130423_NoLabels

18000: 04-04-01

EXHIBIT 11 – SCHEDULE C (LETTERS OF INTENT)

ATTACHED HERETO

Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: Valor Technologies, Inc. MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

- Sole Proprietor, Corporation (checked), Partnership, Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

ENVIRONMENTAL/DEMOLITION GROUP # 7

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

\$ 552,652.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Bulder, conditioned upon the Design Bulder's execution of a contract with the Public Building Commission of Chicago.

Valor Technologies, Inc. Name of MBE/WBE Firm

(630) 679-9800 Phone Number

Alessio Foracappa Print Name of Authorized Representative

President Title

Signature

06/12/2013 Date

3 Northpoint Ct, Bolingbrook, IL 60440 Address of MBE/WBE Firm

alex@valortechnologies.com E-Mail Address



JAN 15 2013 DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Alessio Foracappa
Valor Technologies, Inc.
3 Northpoint Court
Bolingbrook, Illinois 60440

Annual Certificate Expires: January 1, 2014

Dear Mr. Foracappa:

We are pleased to inform you that Valor Technologies, Inc. has been re-certified as a Minority Business Enterprise (MBE) by the City of Chicago. This MBE certification is valid until January 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's No Change Affidavit is due by January 1, 2014. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit** by November 1, 2013.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

JAN 15 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.


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

NAICS 562910 – Environmental remediation services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw

Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K R Miller PROJECT NO.: 07

SUB-CONTRACTOR: Drive Construction MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

- Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Plumbing Work - Group #7

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

\$ 361,243.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Drive Construction
Name of MBE/WBE Firm

(708) 581-7708
Phone Number

Gerardo Cortez
Print Name of Authorized Representative

President
Title

[Signature]
Signature

06/11/2013
Date

9141 S Kelzie Evergreen Park IL
Address of MBE/WBE Firm

Gcortez@DriveConstruction.com
E-Mail Address



APR 24 2013

DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Gerardo Cortez
President
Drive Construction, Inc.
9141 S. Kedzie Avenue
Evergreen Park, IL 60805

Annual Certificate Expires: February 1, 2014

Dear Mr. Cortez:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **February 1, 2017**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **December 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

- file your No Change Affidavit within the required time period
- provide financial or other records requested pursuant to an audit within the required time period
- notify the City of any changes affecting your firm's certification within 10 days of such change
- re-certify with the city within prescribed time frame

APR 24 2013

Drive Construction, Inc.

Page 2

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a Minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.

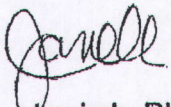
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in the specialty area(s) of:

<u>NAICS Code</u>	<u>Description</u>
236118	Addition, Alteration and Renovation, Multifamily Building, General Contractors
236220	Addition, Alteration and Renovation General Contractors, Commercial and Institutional Building
238110	Concrete Contractors
238130	Carpentry, Framing
238320	Painting and Wall Covering Contractors
238330	Flooring Contractors
238340	Marble, Granite and Slate, Interior, Contractors
238350	Carpentry Work (except framing)

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

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women Owned Business Enterprises (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/akm

Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: ACCH, Inc. MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

HVAC work

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

Payments per monthly billing

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

ACCH, Inc.
Name of MBE/WBE Firm

James O. Johnson, Jr.
Print Name of Authorized Representative

James O. Johnson
Signature

500 W. Taft Drive, South Holland, IL 60173
Address of MBE/WBE Firm

708-225-0677
Phone Number

Owner
Title

7-22-13
Date

jjohnson@acchine.com
E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

affordablecomfort@acchinc.com

June 27, 2013

Melissa D. Winston
Affordable Comfort Construction HVAC, Inc
500 W. Taft Drive
South Holland, IL 60473

Dear Ms. Winston:

This letter is to inform you that the city of Chicago has extended your status as a Minority Owned Business Enterprise (MBE) until **August 1, 2013**. We are providing this extension to provide you with additional time to submit the correct recertification documents.

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

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

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

Sincerely,

George Coleman
Deputy Procurement Officer

Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, INC. PROJECT NO.: 7

SUB-CONTRACTOR: QU-BAR, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

[] Sole Proprietor [x] Corporation [] Partnership [] Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

HVAC - Group # 7

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

\$ 273,000.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

QU-BAR, Inc.

Name of MBE/WBE Firm

Walter S. Choksi

Print Name of Authorized Representative

Walter S. Choksi

Signature

4149 W. 166th St., Oak Forest, IL 60452

Address of MBE/WBE Firm

(708) 339-8360

Phone Number

Corporate Secretary

Title

06/12/2013

Date

vscjr@qubarinc.com

E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 13 2013

Nick Choksi, President
Qu-Bar Inc. d/b/a QU-BAR, INC.
4149 West 166th Street
Oak Forest, IL 60012

Certificate Expires: July 1, 2013

Dear Mr. Choksi:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **May 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

FEB 13 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

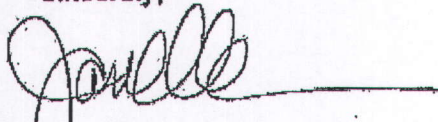
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

NIGP 03126	Control Systems: Complete (For Automatic Temperature Control)
NIGP 91438	Electrical
NIGP 91450	Heating, Ventilating and Air Conditioning (HVAC)
NIGP 92533	Engineer Services, Professional
NIGP 95877	Project Management Services
NIGP 96847	Inspection Services, Construction Type

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/sl

Clear Form

SCHEDULE C -- INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

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DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: Genex Corporation MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Electrical work

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

\$598,715.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Genex Corporation

Name of MBE/WBE Firm

(630) 964-8400

Phone Number

Nand Belani

President

Print Name of Authorized Representative

Title

Signature

Nand Belani

07/22/2102

Date

4811 Emerson Ave. #101, Palatine, IL 60067

nbelani@genex-corp.com

Address of MBE/WBE Firm

E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

MAY 31 2013

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

Dear Belani:

We are pleased to inform you that **Genex Corporation** has been re-certified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This MBE certification is valid until **06/01/2018**; however your firms' certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firms' **annual No-Change Affidavits** are due by **06/01/2014, 06/01/2015, 06/01/2016, and 06/01/2017**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firms' five year certification will expire on **06/01/2018**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2018**.

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

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

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

MAY 31 2013

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

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

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.

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

NAICS Code(s): Revised


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

561320 - Temporary employment services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/mj

Clear Form

**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: M. CANNON ROOFING, INC. MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

ROOFING SCOPE - Group # 7

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

\$15,975.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

M Cannon Roofing Co. LLC
Name of MBE/WBE Firm

847-519-0698
Phone Number

Mark T. Cannon
Print Name of Authorized Representative

Managing Member
Title

Mark Cannon
Signature

6/11/13
Date

123 Remington Rd Schaumburg IL 60173
Address of MBE/WBE Firm

Mark@mcanonroofing.com
E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 06 2013

Mark Cannon
M. Cannon Roofing Company, LLC
1238 Remington Rd
Schaumburg, IL 60173

Annual Certificate Expires: October 1, 2013

Dear Mark Cannon:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **October 1, 2014**.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **August 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

FEB 06 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>Naics Code</u>	<u>Description</u>
NAICS 23816	Roofing Contractors

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/bl



**SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, Inc. PROJECT NO.: 07
 SUB-CONTRACTOR: TAC CONSTRUCTION COMPANY MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

MASONRY - Group # 7

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

\$ 59,200.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

TAC CONSTRUCTION COMPANY

Name of MBE/WBE Firm

THERESA A. COSTELLO

Print Name of Authorized Representative

Theresa A. Costello

Signature

7701 WEST 99TH STREET

Address of MBE/WBE Firm

(708) 599-7313

Phone Number

PRESIDENT

Title

06/11/2013

Date

TACWBE@SBCGLOBAL.NET

E-Mail Address

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE, PRESIDENT



COUNTY OF COOK
BUREAU OF FINANCE
OFFICE OF CONTRACT COMPLIANCE
JACQUELINE GOMEZ
DIRECTOR

Estevan Collins	1 st Dist.	Doddai Gohar	16 th Dist.
Robert Steinhilber	2 nd Dist.	John P. Daley	11 th Dist.
Jerry Butler	3 rd Dist.	John A. Filchey	12 th Dist.
William M. Bazawars	4 th Dist.	Lanarosa Schriedin	13 th Dist.
Dorothy Siner	5 th Dist.	Gregg Goslin	14 th Dist.
Joan P. Murphy	6 th Dist.	Timothy D. Schneider	15 th Dist.
James G. Garcia	7 th Dist.	Jeffrey R. Tolsted	18 th Dist.
Edwin Reyes	8 th Dist.	Elizabeth Ann Doody Gorman	17 th Dist.
Peter H. Silvestri	9 th Dist.		

County Building
118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL: (312) 603-5502

April 5, 2013

Ms. Theresa Costello, President
TAC Construction Company
7701 W. 99th Street
Hickory Hills, IL 60457

Re: Cook County MBE/WBE/VBE Certification Extension

Dear Ms. Costello:

Please be advised that your status as a certified Minority Business Enterprise (MBE), Women's Business Enterprise (WBE) and/or Veteran Business Enterprise (VBE) has been extended until June 30, 2013.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents if requested.

This Certification Extension does not guarantee continued eligibility in Cook County's MBE/WBE/VBE Program.

In responding to procurement opportunities, as evidence of your current MBE/WBE/VBE certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Paulette Brooks at (312) 603-5502.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/lar

Cook County Government

Office of Contract Compliance

certifies that the criteria for certification as a

Small Business Enterprise
has been met by

TAC Construction Company

Construction: Masonry, Concrete, Excavation, and Refractory

Issued Date: March 11, 2012

No Change Affidavit Due: March 11, 2013

NIIGP Code(s): 91455, 91430, 91244, 94177

Ethnicity Code: 7

County: Cook


Julianne Stoll
LaVerne Hall

Contract Compliance Director

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE
PRESIDENT



COOK COUNTY
OFFICE OF CONTRACT COMPLIANCE

LAVERNE HALL
DIRECTOR

118 North Clark Street, Room 1020
Chicago, Illinois 60602-1304
TEL (312) 603-5502
FAX (312) 603-4547

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAHER	10th Dist.
Y. BUTLER	3rd Dist.	JOHN P. DANLEY	11th Dist.
JAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
JURAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG BOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	THOMAS D. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY B. TOBOLSKI	16th Dist.
		ELIZABETH ANN DODDY GORMAN	17th Dist.

February 23, 2012

Mrs. Theresa A. Costello, President
TAC Construction Company
7701 West 99th Street
Hickory Hills, IL 60457

Dear Mrs. Costello:

Congratulations. We are pleased to inform you that TAC Construction Company will maintain its certification as a WBE by Cook County Government. This WBE Certification must be revalidated annually.

Please use the enclosed Certificate of Certification as validation of your Cook County WBE status and area of specialty.

As a condition of continued Certification during this three (3) year period, you must file a "No-Change Affidavit" within sixty (60) business days prior to the date of annual expiration. A processing fee of \$50.00, payable to Cook County Department of Revenue is required with the No-Change Affidavit. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance within ten (10) days of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Your firm's participation on Cook County contracts will be credited toward WBE goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your area of specialty, credit toward WBE goals will only be recognized for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority and Women Business Enterprise Programs.

Sincerely,

Laverne Hall
Director

LH/tar



Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 7

SUB-CONTRACTOR: Kedmont Waterproofing Co., Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Single Proprietor [] Corporation [X] Partnership [] Joint Venture []

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the County of Cook. 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 SIP:

Re-roofing the existing roof - Group # 7

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

\$240,800.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on the letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design-Build, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Kedmont Waterproofing Co., Inc. Name of MBE/WBE Firm

(773)539-9595 Phone Number

Harlene Pine Print Name of Authorized Representative

President Title

Harlene Pine Signature

June 11, 2013 Date

5428 N Kedzie Ave, Chicago, IL 60625 Address of MBE/WBE Firm

kedmont@kedmont.com E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Scott Posthumus
Kedmont Waterproofing Co., Inc.
5428 North Kedzie
Chicago, IL 60625-3922

Dear Mr. Posthumus:

This letter is to inform you that the city of Chicago has extended your status as a Women Minority Business Enterprise (WBE) until June 1, 2013. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,

George Coleman
Deputy Procurement Officer

GC/rh

Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: Garrigan Construction, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

- Sole Proprietor, Corporation (checked), Partnership, Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Drywall and Carpentry

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

\$48,610

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Garrigan Construction, Inc. Name of MBE/WBE Firm Phone Number

Rosemary Hepner Print Name of Authorized Representative Title

Signature Date

1622 Ferdinand Avenue, Forest Park, IL Address of MBE/WBE Firm E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Rosemary Garrigan
Garrigan Construction, Inc.
1022 Ferdinand Ave
Forest Park, IL 60130

Annual Certificate Expires: August 1, 2013

Dear Rosemary Garrigan:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **August 1, 2015**.

As you know, your firm must also be re-validated annually. As such, your firm's next No Change Affidavit is due by **August 1, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>NAICS Code</u>	<u>Description</u>
236220	Addition, alteration and renovation general contractors, commercial and Institutional building
238130	Carpentry, framing
238310	Acoustical ceiling tile and panel installation
238310	Drywall contractors
238350	Door and window, prefabricated, installation
238350	Millwork installation

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Programs.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/bl

Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: National Painting, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Painting

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

\$21,380.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.


The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

National Painting, Inc.

Name of MBE/WBE Firm

Edyta Brys

Print Name of Authorized Representative


Signature

811 W. Evergreen Ave., Suite 400, Chicago, IL 60642

Address of MBE/WBE Firm

(312) 265-1460

Phone Number

President

Title

07/22/2013

Date

ebrys@nationalpaintinginc.net

E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 27 2012

Joanna Brys
National Painting, Inc.
811 W Evergreen
Suite 400
Chicago, IL 60642

Certificate Expires: July 1, 2013

Dear Joanna Brys:

Congratulations on your continued eligibility for certification as a **Women Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **July 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **July 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

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Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

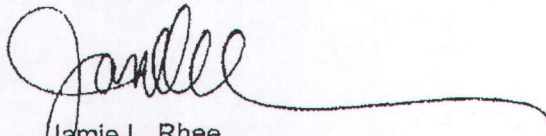
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>NIGP Codes</u>	<u>Description</u>
91054	Painting, Maintenance and Repair Services
91075	Wall and Ceiling Repair and Replacement (Including Drywalling)
91461	Painting
96755	Paint, Varnish, Lacquer and Related Products Production Service

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Programs.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/bl

Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: Jewel Construction Company Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

- Sole Proprietor
- Corporation
- Partnership
- Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Material, Painter, Painting and Plaster

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

One Hundred Fifty Eight Thousand & /100*****

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Jewel Construction Company Inc.

Name of MBE/WBE Firm

(773) 846-4400

Phone Number

Ozella Stewart

President

Print Name of Authorized Representative

Title

Ozella Stewart

07/22/2013

Signature

Date

8136 S. Paulina Chicago, IL 60620

ozella2100@aol.com

Address of MBE/WBE Firm

E-Mail Address

Edyta Brys

From: notice@mwdbe.com on behalf of City of Chicago [chicago@mwdbe.com]
Sent: Thursday, May 02, 2013 12:09 PM
To: Edyta Brys
Subject: Chicago: Application Review In Process

Certification Application Review In Process

Applicant: National Painting, Inc.
Certifying Agency: City of Chicago
Application Type: New MBE/WBE/BEPD Application Application Number: 3197282
Contact: Edyta Brys
Date Submitted: 5/1/2013
Date Received: 5/2/2013

Dear Edyta Brys,

Your application received on 5/2/2013 is now in process. During this time, you may be contacted to supply additional information and/or supporting documentation. The staff person assigned to review your application will contact you to schedule an on-site visit at your principal place of business, if required.

To view your application, visit: <https://chicago.mwdbe.com/?GO=677>

If you have any questions please email us at chicago@mwdbe.com

City of Chicago
Department of Procurement Services
<https://chicago.mwdbe.com/>

This message was sent to: "Edyta Brys" <ebrys@nationalpaintinginc.net> Sent on: 5/2/2013 12:09:00 PM System ReferenceID: 11965784

System Tip: Download the latest user manuals from the Help & Support menu.



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

APR 03 2013

Ozella Stewart
Jewel Construction Company, Inc.
8136 South Paulina
Chicago, IL 60620

Annual Certificate Expires: March 15, 2014

Dear Ms. Stewart:

We are pleased to inform you that Jewel Construction Company, Inc. has been re-certified as a Minority and Woman Business Enterprise (MBE/WBE) by the City of Chicago. This MBE/WBE certification is valid until March 15, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by March 15, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by January 15, 2014**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

APR 03 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

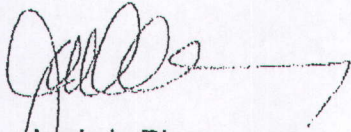
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code – 238320 – Painting and Wall Covering Contractors
NAICS Code – 238310 – Drywall and Insulation Contractors
NAICS Code – 238350 – Finish Carpentry Contractors
NAICS Code – 238990 – All Other Specialty Trade Contractors

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw



**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors PROJECT NO.: 07

SUB-CONTRACTOR: MARKET CONTRACTING SERVICES MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Carpentry + DRYWALL - Group # 7

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

\$ 198,225.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

MARKET CONTRACTING SERVICES

Name of MBE/WBE Firm

J. ANTONIO OLIVA

Print Name of Authorized Representative

Signature

4201 W. 36th St. Suite 250 Chicago, IL 60632

Address of MBE/WBE Firm

(773) 321-7248

Phone Number

President

Title

06/11/2013

Date

antonio@marketcontracting.com

E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

antonio@marketcontracting.com

MAY 09 2013

Rajiv Khanna
Market Contracting Services, Inc.
4201 W. 36th Street, Suite 250
Chicago, IL 60632

Dear Mr. Khanna:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE)** until **August 1, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,

George Coleman
Deputy Procurement Officer

GC:al

Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07
SUB-CONTRACTOR: KBI Custom Case, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Casework for Castellanos Elementary School

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

\$8,438.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

KBI Custom Case, Inc.

Name of MBE/WBE Firm

Janice LeTourneau

Print Name of Authorized Representative


Signature

12406 Hansen Rd. Hebron, IL. 60034

Address of MBE/WBE Firm

(815) 648-4940

Phone Number

President

Title

07/22/2013

Date

janicel@kbicustomcase.com

E-Mail Address

Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: KBI Custom Case, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Casework for Lazaro Cardenas Elementary School

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

\$2,824.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

KBI Custom Case, Inc.

Name of MBE/WBE Firm

Janice LeTourneau

Print Name of Authorized Representative

Signature

12406 Hansen Rd. Hebron, IL. 60034

Address of MBE/WBE Firm

(815) 648-4940

Phone Number

President

Title

07/22/2013

Date

janicel@kbicustomcase.com

E-Mail Address



**SCHEDULE C -- INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. MILLER CONTRACTORS, INC. PROJECT NO. 7

SUB-CONTRACTOR: ROMERO STEEL CO., INC. MBE/WBE:

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

STRUCTURAL STEEL + MISC. METALS

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

\$ 28,000

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

ROMERO STEEL CO.
Name of MBE/WBE Firm

(708) 216-0001
Phone Number

JOSE ROMERO JR.
Print Name of Authorized Representative

TREASURER
Title

Signature

6.11.13
Date

1200 W. MAIN ST, MELROSE PARK
IL 60160
Address of MBE/WBE Firm

joerjr@romerosteel.com
E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 21 2013

Jose G Romero
Romero Steel Company, Inc.
1300 W. Main St.
Melrose Park, IL 60160

Certificate Expires: June 1, 2013

Dear Jose G Romero:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)** by the City of Chicago. This certification is valid until **June 1, 2013**.

You have an affirmative duty to file for recertification 60 days prior to the date of expiration. Therefore, you must file for recertification by **April 1, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

FEB 21 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

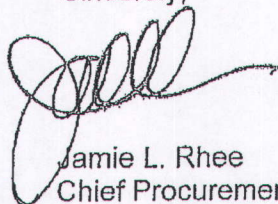
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in the specialty area(s) of:

<u>NIGP CODE</u>	<u>DESCRIPTION</u>
NIGP 57040	Ornamental Ironwork
NIGP 57078	Steel, Reinforcing, Fabricated
NIGP 91076	Welding Maintenance and Repair Services
NIGP 91479	Structural Steel

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

Thank you for your continued participation in the City's Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) Diversity Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/bl

Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: KR MILLER CONTRACTORS PROJECT NO.: 07

SUB-CONTRACTOR: EC PURDY & ASSOCIATES MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

- [X] Sole Proprietor [] Corporation [] Partnership [] Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Architectural design services.

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

\$29,192.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

EC PURDY & ASSOCIATES
Name of MBE/WBE Firm
Elizabeth C Purdy
Print Name of Authorized Representative
Signature
53 W Jackson Blvd., Chicago, IL
Address of MBE/WBE Firm

(312) 408-1631
Phone Number
Owner
Title
06/12/2013
Date
ecpurdy@ecpurdy.com
E-Mail Address



DEPARTMENT OF PROCUREMENT SERVICES

MAY 9 2013

CITY OF CHICAGO

Ms. Elizabeth C. Purdy
E C Purdy & Associates
53 West Jackson Boulevard, Suite 1631
Chicago, IL 60604

Annual Certificate Expires: July 1, 2014

Dear Ms. Purdy:

Congratulations on your continued eligibility for certification as a **Minority Business Enterprise (MBE)**, and as an **Woman-Owned Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **July 1, 2017**; however your firm must be re-validated annually.

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

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

E C Purdy & Associates
Page 2

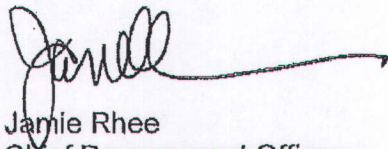
Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in *obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000.00, or both.*

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

NAICS 541310 Architectural (except landscape) Design Services

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

Sincerely,



Handwritten signature of Jamie Rhee, Chief Procurement Officer.

Jamie Rhee
Chief Procurement Officer

JR/cm

Clear Form

SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, Inc. PROJECT NO.: 07
SUB-CONTRACTOR: Tripartite, Inc. MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Architectural Design Services

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

\$97,070

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Tripartite, inc

Name of MBE/WBE Firm

Kathleen O'Donnell

Print Name of Authorized Representative

Kathleen O'Donnell

Signature

4720 N. Virginia Ave. Chicago, IL 60625

Address of MBE/WBE Firm

(773) 681-0894

Phone Number

President

Title

06/12/2013

Date

kodonnell@tripartiteinc.com

E-Mail Address

Digitally signed by Kathleen O'Donnell
DN: cn=Kathleen O'Donnell, o=Tripartite, Inc., ou,
email=kodonnell@tripartiteinc.com, c=US
Date: 2013.06.12 13:27:27 -0500



AUG 24 2012
DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

Kathleen O'Donnell
Kathleen O'Donnell P.C. dba Tripartite, Inc.
4720 N Virginia Ave
Chicago, Illinois 60625

Annual Certificate Expires: August 15, 2013

Dear Ms. O'Donnell:

We are pleased to inform you that Kathleen O'Donnell P.C. dba Tripartite, Inc. has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until August 15, 2017; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by August 15, 2013**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by June 15, 2013**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

AUG 24 2012

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

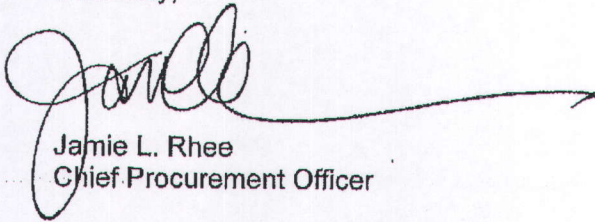
Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code - 541310 – Architectural Design Services

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

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

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vlw



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

AUG 24 2012

Kathleen O'Donnell
Kathleen O'Donnell P.C. dba Tripartite, Inc.
4720 N Virginia Ave.
Chicago, Illinois 60625

Dear Kathleen O'Donnell:

The City of Chicago, your host agency, is pleased to notify you that Kathleen O'Donnell P.C. dba Tripartite, Inc. has been certified as a Disadvantaged Business Enterprise (DBE) in accordance with the governing federal regulations, 49 CFR Part 26.

This certification allows your firm to participate as a DBE in the Illinois Unified Certification Program (IL UCP). The participating agencies include the Illinois Department of Transportation, the Chicago Transit Authority, Metra, Pace and the City of Chicago.

Your certification is approved for a five (5) year period, commencing on **August 15, 2012**. To remain certified with the IL UCP during the five-year period, you must submit a **No Change Affidavit each year**. Notification will be sent to you sixty (60) days prior to the anniversary date of your certification. Please note that you must include a copy of your most current Federal and Individual Corporate Tax Returns. It is your responsibility to ensure that your certification is kept current by submitting the required information in a timely manner. Failure to provide this information is a ground for removal of certification based on failure to cooperate pursuant to 49 CFR §26.109(c).

If there is any change in circumstances that affect your ability to meet size, disadvantaged status, ownership, or control requirements or any material change in the information provided in your application, you must provide written notification to this agency within thirty (30) days of the occurrence of the change. Failure to provide this information is a ground for removal of certification pursuant to 49 CFR §26.83(i).

AUG 24 2012

Kathleen O'Donnell P.C. dba Tripartite, Inc. will appear in the IL UCP DBE Directory in the following area(s) of specialty:

NAICS Code - 541310 – Architectural Design Service

This Directory is used by prime contractors/consultants, as well as other agencies, to solicit participation of DBE and ACDBE firms. The Directory can be accessed on the Internet at <http://www.dot.state.il.us/ucp/ucp.html>

Your participation on contracts will only be credited toward DBE contract goals when you perform in your firm's approved area(s) of specialty. Credit for participation in an area outside your specialty requires prior approval (verification of resources, expertise, and corresponding support documentation, etc.).

Please note:

- This certification does not attest to your firm's abilities to perform in the approved work category.
- Your certification may be revoked if Kathleen O'Donnell P.C. dba Tripartite, Inc. is found to be involved in bidding or contractual irregularities or has violated DBE program regulations pursuant to 49 CFR Part 26.107.
- For work to count toward a DBE contract goal, the DBE firm must perform a "commercially useful function" pursuant to 49 CFR Part 26.55. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.

For All Non-Trucking Firms:

- Firms seeking work with IDOT as a prime or sub consultant in specialized engineering categories must be pre-qualified by IDOT's Bureau of Design and Environment.
- Firms seeking work with IDOT as a prime construction contractor must be pre-qualified by IDOT's Bureau of Construction.

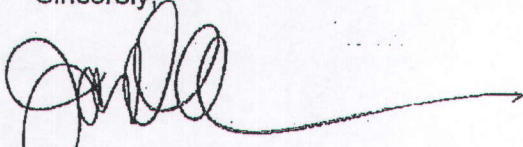
AUG 24 2012

For All Trucking Firms:

- All DBE trucking firms must own at least one truck. The truck must be operable and capable of hauling materials specific to the contract. The owned truck(s) must be used prior to utilizing leased truck(s).
- The DBE trucking firm receives goal credit for the total value of the transportation service it provides on the contract using trucks it owns, insures and operates and using drivers it employs.
- The DBE trucking firm which leases trucks from another DBE trucking firm receives goal credit for the total value of the transportation services the lessee DBE provides on the contract.
- When a DBE trucking firm leases from a non-DBE trucking firm, the goal credit is limited to the fee or commission the DBE receives as a result of the lease arrangement. The fee or commission shall be reasonable and shall be indicated on the lease.
- For any credit to be allowed for leased trucks, the leases must be properly filed with the Illinois Commerce Commission (ILCC) and indicate that the DBE has exclusive use and control over the truck(s). Leased trucks must visibly display the name and ILCC number of the DBE trucking firm.

Thank you for your interest in the DBE and ACDBE Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/vw

Clear Form

**SCHEDULE C – INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE
TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER**

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: Doyle & Associates MBE/WBE: WBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

Sole Proprietor Corporation Partnership Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Architectural Services for Cardenas Elementary, Kennedy High School, and Telpochcalli School.

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

\$173,830.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Doyle & Associates

Name of MBE/WBE Firm

Deborah Doyle

Print Name of Authorized Representative

Deborah Doyle

Signature

800 S. Wells, Ste. 503, Chicago, IL 60607

Address of MBE/WBE Firm

(312) 922-5520

Phone Number

Principal & Owner

Title

07/22/2013

Date

ddoyle@doylearchitects.com

E-Mail Address

Digitally signed by Deborah Doyle
DN: cn=Deborah Doyle, o=Doyle & Associates, ou,
email=ddoyle@doylearchitects.com, c=US
Date: 2013.07.22 14:51:37 -0500



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

NOV 28 2012

Deborah Doyle
Doyle & Associates Architects & Interior Designers
800 South Wells Street, Ste. 503
Chicago, IL 60607

Annual Certificate Expires: October 1, 2013

Dear Ms. Deborah Doyle:

Congratulations on your continued eligibility for certification as a **Women's Business Enterprise (WBE)** by the City of Chicago. This certification is valid until **October 1, 2016**.

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

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

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

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

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

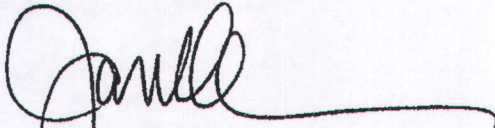
Your firm's name will be listed in the City's Directory of Minority Business Enterprises and Women Business Enterprises in the specialty area(s) of:

NAICS 541310 Architectural (except landscape) services
NAICS 541410 Interior design services

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

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

Sincerely,



Jamie Rhee
Chief Procurement Officer

JR/sl

Clear Form

SCHEDULE C - INTENT FROM MINORITY/WOMAN BUSINESS ENTERPRISE TO PERFORM AS SUBCONTRACTOR / SUBCONSULTANT / MATERIAL SUPPLIER

PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K. R. Miller Contractors, Inc. PROJECT NO.: 07

SUB-CONTRACTOR: Keyboard Enterprise Development MBE/WBE: MBE

The undersigned intends to perform Work in connection with the SIP as a (select one):

[] Sole Proprietor [X] Corporation [] Partnership [] Joint Venture.

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago or the Count of Cook. 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 SIP:

Selective Demolition, Supervision, Selective Carpentry, Daily Clean up,

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

\$60,000.00

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

The undersigned will enter into a formal agreement for the above Work with the Design Builder, conditioned upon the Design Builder's execution of a contract with the Public Building Commission of Chicago.

Keyboard Enterprise Development Inc. 773.924.2850

Wydell Frazell PRESIDENT

Signature Date 11 JUNE 13

3849 S. Michigan Ave CH, IL, 60653 KEDINC@AOC.COM



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

kedinc@aol.com

March 26, 2013

Wydell Feazell, Sr.
Keyboard Enterprises Development Incorporated
3849 S. Michigan Ave. - Lower Level
Chicago, IL 60653

Dear Mr. Feazell:

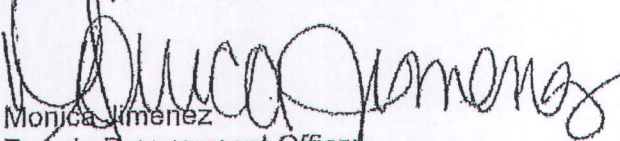
This letter is to inform you that the City of Chicago has extended your status as a Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE), and Airport Disadvantaged Business Enterprise (ACDBE) until **June 30, 2013**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

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

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

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

Sincerely,


Monica Jimenez
Deputy Procurement Officer

MJ:gs

EXHIBIT 12 – SCHEDULE D (MBE/WBE UTILIZATION PLAN)

ATTACHED HERETO

Clear Form

SCHEDULE D - MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07

STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL: \$ 5,296,849.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Valor Technologies	Demolition/Environmental	\$ 552,652.00	
Drive Construction	Plumbing	\$ 381,243.00	
ACCH, Inc	HVAC	\$ 125,435.00	
Qu-Bar, Inc.	HVAC	\$ 273,000.00	
Genex Electric	Electrical	\$ 598,715.00	
M. Cannon Roofing	Roofing	\$ 15,975.00	
TAC Construction	Masonry		\$ 59,200.00
Kedmont Waterproofing	Roofing		\$ 240,800.00
SUBTOTALS:		\$ 1,927,020.00	\$ 300,000.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:			

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Print Name of Authorized Representative _____

Title _____

Signature _____

Date _____

Designated Design-Builder MBE/WBE Contact Name _____

MBE/WBE Contact Phone _____

MBE/WBE Contact Email _____

State of _____)
) SS.
County of _____)

On this ____ day of _____, 20____, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature _____

Seal:

Clear Form

**SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO**

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07
STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL: \$ 5,296,849.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Page 1 Subtotal		\$ 1,927,020.00	\$ 300,000.00
Garrigan Construction	Carpentry		\$ 48,610.00
National Painting	Painting		\$ 21,380.00
Jewel Construction	Painting		\$ 158,000.00
Market Contracting	Carpentry	\$ 198,225.00	
KBI Custom Case	Casework		\$ 11,262.00
Romero Steel Co.	Steel	\$ 28,000.00	
E.C. Purdy & Associates	Design Services		\$ 29,192.00
SUB TOTALS:		\$ 2,153,245.00	\$ 568,444.00
COMMITMENT PERCENTAGE AS COST OF THE WORK:			

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

Print Name of Authorized Representative Title _____

Signature Date _____

Designated Design-Builder MBE/WBE Contact Name MBE/WBE Contact Phone MBE/WBE Contact Email _____

State of _____)
County of _____) SS.

On this ____ day of _____, 20____, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:

Notary Public Signature Seal:

Clear Form

SCHEDULE D – MINORITY/WOMAN BUSINESS ENTERPRISE UTILIZATION PLAN
PUBLIC BUILDING COMMISSION OF CHICAGO

THIS FORM SHALL BE FULLY INCORPORATED AS PART OF YOUR DESIGN-BUILD GUARANTEED MAXIMUM COST PROPOSAL AND AGREEMENT FOR THE 2013 SCHOOL INVESTMENT PROGRAM ("SIP"). ANY CHANGES TO THE MINORITY BUSINESS ENTERPRISE ("MBE") OR THE WOMAN BUSINESS ENTERPRISE ("WBE") (collectively, "MBE/WBE") UTILIZATION PLAN IS SUBJECT TO THE TERMS SET FORTH IN THE AGREEMENT AND BE APPROVED BY THE PUBLIC BUILDING COMMISSION ("PBC").

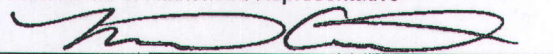
DESIGN-BUILDER: K.R. Miller Contractors, Inc. PROJECT NO.: 07
STATE LINE [5] (COST OF THE WORK) FROM YOUR REVISED GMP PROPOSAL: \$ 5,296,849.00

The undersigned duly authorized representative of the above named Design-Builder has: personally reviewed this Schedule D-Minority/Woman Business Enterprise Utilization Plan to achieve the MBE/WBE goals established by the PBC, specifically a minimum of 30 percent of the total Cost of the Work to be allocated to MBE firms and 5 percent of the total Cost of the Work to be allocated to WBE firms; states the following MBE/WBE firms will participate in the performance of the Work to the extent of the dollar amount listed below; and also affirms, and has included Letter(s) of Certification, that the MBE/WBE firms have been certified as such by the City of Chicago or the County of Cook.

MBE/WBE FIRM	TYPE OF WORK	AMOUNT OF PARTICIPATION	
		MBE (\$)	WBE (\$)
Page 2 Subtotal		\$ 2,153,245.00	\$ 568,444.00
Tripartite, Inc.	Design Services		\$ 97,070.00
Doyle & Associates	Design Services		\$ 173,830.00
Keyboard Enterprises Development, Inc.	Demolition / Supervision	\$ 60,000.00	
	TOTALS:	\$ 2,213,245.00	\$ 839,344.00
	COMMITMENT PERCENTAGE AS COST OF THE WORK:	41.78%	15.85%

If any part of the stated MBE/WBE firm's performance of the Work will be sublet, the undersigned shall attached a letter on its letterhead describing and explaining the Work to be sublet.

I do solemnly declare and affirm under penalties of perjury that the contents herein are, to the best of my knowledge, information and belief, the facts and representations contained herein are true, and no material facts have been omitted, and that I am authorized on behalf of the Design-Builder to make this affidavit, and will execute a formal agreement for the Work with the listed MBE/WBE firms upon execution of the Design-Build Agreement with the PBC.

MICHAEL CWIENKALA
Print Name of Authorized Representative

Signature

VICE PRESIDENT
Title
7/22/13
Date

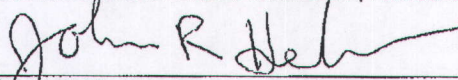
MICHAEL CWIENKALA
Designated Design-Builder MBE/WBE Contact Name

312-432-1070
MBE/WBE Contact Phone

MIKE-KRM@SBCGLOBAL.ME
MBE/WBE Contact Email

State of ILLINOIS)
County of COOK) SS.

On this 22RD day of JULY, 2013, the above named authorized representative personally appeared and known by me to be the person described in the foregoing acknowledged that (s)he executed the same in the capacity stated therein and for the purposes set forth therein. IN WITNESS WHEREOF, I hereunto set my hand and seal:


Notary Public Signature

Seal:



EXHIBIT 13 – DISCLOSURE AFFIDAVIT

AS SUBMITTED FROM INITIAL RFP

SECTION VI – DISCLOSURE AFFIDAVIT

PROPOSER INFORMATION	
NAME OF DESIGN-BUILD ENTITY	K.R. Miller Contractors, Inc.
CONTACT PERSON	Keith R. Miller, President
ADDRESS	1624 Colonial Parkway
CITY, STATE, AND ZIP CODE	Inverness, IL 60067
TELEPHONE NUMBER	312-432-1070
FAX NUMBER	847-358-6504
E-MAIL ADDRESS	keith-krm@sbcglobal.net

(1) DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, Proposer shall provide the following information. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Respondent is a: A. Corporation
 B. Joint Venture
 C. LLC or Other

Please complete the applicable corresponding section below.

A. CORPORATIONS

State of Incorporation: Illinois

Authorized to do business in the State of Illinois: Yes No

Names of all officers of corporation (complete or attach list):

Names:	Titles:
<u>Keith R. Miller</u>	<u>President</u>
<u>James Heidorn</u>	<u>Senior Vice President</u>
<u>Michael Cwienkala</u>	<u>Vice President</u>
<u>Susan Miller</u>	<u>Secretary</u>

Names of all directors of corporation (complete or attach list):

Same As Above

(2) PROPOSER CERTIFICATION

a. PROPOSER

The Proposer, or any affiliated entities of the Proposer, or any responsible official thereof, or any other official, agent or employee of the Proposer, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:

Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

Made an admission of such conduct as described above which is a matter of record but has not been prosecuted for such conduct.

The Proposer or agent, partner, employee or officer of the Proposer is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.

The Proposer or any agent, partner, employee, or officer of the Proposer is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

The Proposer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

The Proposer certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 2) Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated above; and
- 4) Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

b. CONSULTANTS & SUBCONTRACTORS

The Proposer has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Proposer at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Proposer, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe herein of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described herein or (b) which is matter of record but has/have not been prosecuted for such conduct.

The Proposer will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Proposer at this time, certifications substantially in the form of this certification. The Proposer shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Proposer or, based on such certifications or any other information known or obtained by Proposer, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described herein of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described herein or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Proposer shall cause such subcontractors to certify as such. In the event any subcontractor is unable to certify,, such subcontractor shall attach an explanation to the certification.

For all subcontractors to be used in the performance of this contract or agreement, the Proposer shall maintain for the duration of the contract all subcontractors' certifications required above, and Proposer shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

The Proposer will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Proposer is unable to obtain a certification substantially in the form of this certification.

The Proposer hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Proposer shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

c. STATE TAX DELINQUENCIES

The Proposer is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Proposer is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

Alternatively, the Proposer has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

If the Proposer is unable to certify to any of the above statements, the Proposer shall attach an explanation or explain below.

NA

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

If any subcontractors are to be used in the performance of this contract or agreement, the Proposer shall cause such subcontractors to certify the same as of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

d. OTHER TAXES/FEES

The Proposer is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

If Proposer is unable to certify to the above statement, Proposer shall explain below and attach additional sheets if necessary.

NA

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

e. PUNISHMENT

A Proposer who makes a false statement on this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

f. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

The Proposer is not a party to any pending lawsuits against the Chicago Board of Education, the City of Chicago or the Public Building Commission of Chicago nor has Proposer been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

If the Proposer cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

NA

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

g. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

Neither the Proposer nor any affiliated entity of the Proposer has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction, (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Proposer cannot make the certification contained herein, identify any exceptions:

NA

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "None" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

Without the prior written consent of the Public Building Commission of Chicago, Proposer will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

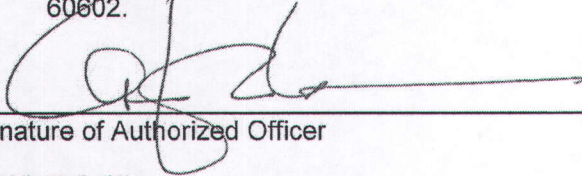
Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Proposer will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

h. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Proposer set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Proposer. Furthermore, Proposer shall comply with these certifications during the term and/or performance of the contract.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Proposer set forth herein, that I have personal knowledge of all the certifications made herein and that the same are true.

The Proposer must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Deputy Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.



Signature of Authorized Officer

Keith R. Miller
Name of Authorized Officer (Print or Type)

President
Title

312-432-1070
Telephone Number

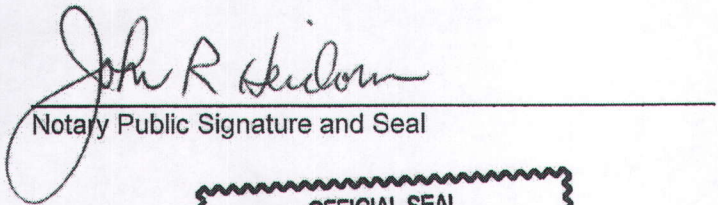
State of Illinois

County of Cook

Signed and sworn to before me on this 30th day of April, 2013 by

Keith R. Miller (Name) as President (Title) of

K.R. Miller Contractors, Inc. (Bidder/Proposer or Contractor)



Notary Public Signature and Seal



EXHIBIT 14 – DISCLOSURE OF RETAINED PARTIES

AS SUBMITTED FROM INITIAL RFP

SECTION VII – DISCLOSURE OF RETAINED PARTIES

(1) DEFINITIONS AND DISCLOSURE REQUIREMENTS

- a. As used herein, "Proposer" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").
- b. Commission bids, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Proposer has retained or expects to retain with respect to the contract or lease. In particular, the Proposer 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 Proposer is not required to disclose employees who are paid solely through the Proposer's regular payroll.
- c. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake 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.

(2) CERTIFICATION

Proposer hereby certifies as follows:

- a. This Disclosure relates to the following transaction:
2013 School Investment Program
- b. Description of goods or services to be provided under Contract:
Design/Build Services
- c. Name of Proposer:
K.R. Miller Contractors, Inc.

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

Retained Parties:

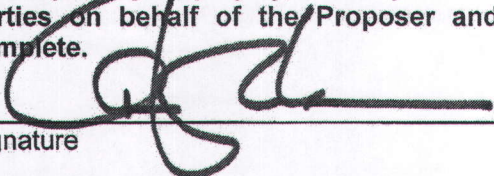
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)

Indicate Here If No Such Persons Have been Retained or Are Anticipated to Be Retained: X

(4) The Proposer 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 Proposer's participation in the contract or other transactions with the Commission.
- b. If the Proposer is uncertain whether a disclosure is required, the Proposer must either ask the Commission's Representative or his or her manager 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 Proposer 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 Proposer and that the information disclosed herein is true and complete.



Signature

April 30, 2013

Date

Keith Miller

Name (Type or Print)

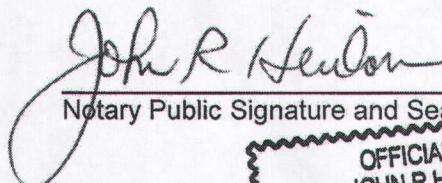
President

Title

Signed and sworn to before me on this 30th day of April, 2013 by

KEITH R. MILLER (Name) as PRESIDENT (Title) of

K.R. Miller Contractors, Inc. (Bidder/Proposer or Contractor).



Notary Public Signature and Seal

