Contractor: K.R. Miller Contractors, Inc.

# TO BE EXECUTED IN DUPLICATE

# PROJECT INFORMATION AND EXECUTION DOCUMENTS

**CONTRACT NO. PS3012P** 

2018 JOB ORDER CONTRACTING

PUBLIC BUILDING COMMISSION OF CHICAGO

Mayor Rahm Emanuel Chairman

Carina Sanchez
Executive Director

Room 200
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602
312-744-3090
www.pbcchicago.com

Any Contract entered into as a result of this RFP process is governed by: Book1 "Project Information and Execution Documents;" Book 2 "Standard Terms and Conditions for Construction Contracts", Book 3 "The Construction Task Catalog®", Book 4 "Technical Specifications" and the Drawings.

RFP ISSUED ON SEPTEMBER 11, 2018

FEBRUARY 2019



# PUBLIC BUILDING COMMISSION OF CHICAGO

BOOK 1 – PROJECT INFORMATION AND INSTRUCTION TO PROPOSERS, and EXECUTION DOCUMENTS

REQUEST FOR PROPOSAL (RFP) FOR JOB ORDER CONTRACTING SERVICES – PS3012

**ISSUED: SEPTEMBER 11, 2018** 

Responses must be submitted in sealed envelope(s) or package(s). The outside of each must clearly indicate the name of your firm and the name of the Submission.

Submit 1 signed original bound copy; and
Submit 2 signed unbound copies; and
Submit 5 electronic copies in PDF form on USB Flash Drive (preferred); or submit 5 bound copies

TO

### **Public Building Commission of Chicago**

Richard J. Daley Center, Room 200 50 W. Washington Street Chicago, Illinois 60602 www.pbcchicago.com

# SUBMISSION DEADLINE: OCTOBER 19, 2018 BY 1:00PM CENTRAL TIME

# Mayor Rahm Emanuel Chairman

Carina E. Sánchez Executive Director

FIRM NAME:	K.R. Miller Contractors, Inc.
CONTACT NAME:	Keith R. Miller
CONTACT TELEPHONE:	312.432.1070
CONTACT EMAIL:	keith.miller@krmiller.com
ADDRESS:	1624 Colonial Pkwy Inverness, IL 60067
	(This page must be included with your submission)

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Book 2\* - PBC Standard Terms and Conditions for Construction Contracts

Book 3\* - Volumes 1 and 2 - Construction Task Catalog®

Book 4\* - Volumes 1 through 5 - Technical Specifications

\*Available on PBC website at https://www.pbcchicago.com/doing-business/contract-search/

#### JOB ORDER CONTRACTING SERVICES - PS3012P

Tier 3 - For Projects Greater than \$1,000,000.01

THIS AGREEMENT effective as of <u>December 12, 2018</u>, but actually executed on the date witnessed, is entered into by and between the Public Building Commission of Chicago, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the "Commission" or "PBC"), and K.R. Miller Contractors, Inc. with offices at 1624 Colonial Parkway, Inverness, Illinois ("Contractor").

#### **RECITALS**

WHEREAS, the Commission is a municipal corporation organized and operating under the Constitution and laws of the State of Illinois that has undertaken the enhancement and improvement of educational, safety, and recreational facilities on behalf of various governmental agencies including, but not limited to, the City of Chicago, Cook County, Chicago Public Library, Chicago Public Schools, Chicago Park District, City Colleges of Chicago, Metropolitan Water Reclamation District of Greater Chicago (referred to individually or collectively, as the case may be, in this Agreement as the "User Agency"); and

WHEREAS, on September 11, 2018, the Commission issued a Request for Proposal (RFP) for Job Order Contracting Services (the "Services") from general contractors to perform construction work through the Commission's Job Order Contracting Program for various construction, renovation and/or improvement projects (referred to herein, collectively or individually as the case may be, as a "Project" or "Projects") undertaken by the Commission from time to time on behalf of various User Agencies; and

WHEREAS, the Contractor has submitted a response to the RFP which provided certain pricing parameters and other relevant criteria and further represented to the Commission that it possessed the requisite knowledge, skill, experience and other resources necessary to perform the Services in the manner provided by the Agreement; and

WHEREAS, in reliance upon the Contractor's representations and submittals in response to the RFP, the Commission has selected the Contractor to perform the Services on the terms and conditions set forth in this Agreement which includes the Recitals hereby incorporated into the Agreement by reference, Job Order Contract Overview, Project Summary, Description of Job Order Contract Work, Book 1, Book 2, Book 3, and Book 4 as modified from time to time by Amendment or Job Order; and

NOW THEREFORE, the Commission and the Contractor have executed this Agreement on the terms and conditions that follow:

#### JOB ORDER CONTRACT OVERVIEW

A Job Order Contract is an indefinite quantity contract whereby the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the PBC and/or its User Agencies. The Contract Documents include a Construction Task Catalog® (CTC) containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

The Commission may, but is not obligated to, issue Job Orders within the scope of this Agreement. If the Commission does so, and the Contractor submits Job Order Proposals or any written documentation that is accepted by the Commission, the rendering of Services will be in accordance with this Agreement. The Commission is not obligated to issue any Job Orders nor to issue any Requests for Job Order Proposals under this Agreement.

The Contractor has three (3) sets of Adjustment Factors to be applied to the Unit Prices contained in the CTC that correspond to the appropriate Tier. Each set of Adjustment Factors includes an Adjustment Factor for performing work during Normal Working Hours, an Adjustment Factor for performing work during Other Than Normal Working Hours, and an Adjustment Factor for performing work that has not been pre-priced ("Non-Pre-Priced Tasks"). The Adjustment Factors shall apply to every Pre-priced Task in the CTC.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Commission. The Commission will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and their MBE/WBE status, current certification letters, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-priced Tasks.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued. A Job Order will reference the detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Commission has awarded contracts to General Contractors based on the following three (3) Tiers listed below.

Tier 1 – For Projects Equal to or Less than \$300,000.00

Tier 2 - For Projects between \$300,000.01 and \$1,000,000.00

Tier 3 - For Projects Greater than \$1,000,000.01

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#### PROJECT SUMMARY

#### **CONTRACT TERM**

The Base Term of is four (4) years. There are two (2) Option Terms. The duration of each Option Term is one year. The Commission and the Contractor may agree to extend the term of an Option Term.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

#### **BASIS OF AWARD**

Contracts were awarded to those firms offering the best value to the PBC in terms of technical qualifications and price. The PBC reserved the right to award to other than the lowest price submittals and other weighted factors in the best interest of the PBC.

#### **CONTRACT VALUE**

The Estimated Annual Value for each Contract is \$6,000,000.00. The Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value during any year of the Contract. The Contractor is not guaranteed to receive any specific volume of Job Orders. It is merely an estimate. The PBC has no obligation to issue to the Contractor any Job Orders.

#### CONTRACTOR LICENSE FEE

The PBC selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for the JOC Program. The Gordian JOC Solution includes Gordian's proprietary eGordian® and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the PBC. The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a 1% JOC System License Fee to obtain access to the Gordian JOC Solution.

#### **RESERVATIONS**

The Commission's approval of a contractor pursuant to this RFP does not mean that the Commission has approved the firm as qualified to perform a specific project. At the full discretion of the Commission, the Commission holds the following reservations and rights.

The right to:

- request any additional, relevant information determined to be necessary for the proper evaluation of a submission,
- review a firm's qualifications to perform a specific project at the time of the Job Order Request,
- reject a firm's proposal if the Commission determines that the firm is not qualified to perform the project,
- require project-specific MBE/WBE Participation Goals, EEO, and Community Hiring provisions;
- negotiate Proposed Adjustment Factors;
- request Job Order Proposals from all Tiers, a specific Tier, or a subset of each Ter; and,
- utilize Bid Safe in the issuance of Job Order

#### **KEY INFORMATION**

- 1) User Agency: Varies per Job Order
- 2) Project is located in Ward: Varies per Job Order
- 3) Project Community Area Map: For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated in the Job Order. Refer to sample "Exhibit I Project Community Area Map'.

#### 4) MBE/WBE Contract Goals:

Program-Wide aggregate MBE/WBE Participation Goal are listed below:

Tier 1 – 8% MBE/WBE

Tier 2 – 16% MBE/WBE

Tier 3 - 32% MBE/WBE

Contractor will be required to submit an MBE/WBE Participation Plan on all Job Orders, regardless of dollar value. Compliance goals will still be reviewed cumulatively. At the conclusion of the Term of this Agreement, all appropriate calculations for MBE, WBE, and EEO provisions will be made. The Commission expressly reserves the right to include project-specific MBE/WBE contract goal(s) to each Job Order based on scope, complexity, size, and location of project. Please refer to Book 2, Article 23. MBE/WBE Special Conditions for further details.

#### 5) Online Collaboration and Documentation Management System Requirements

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

#### 6) Liquidated Damages

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of the Detailed Scope of Work within the Job Order Completion Time specified in the Job Order. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount according to the following schedule per day for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Job Order for completing the Work.

JOB ORDER PRICE	LIQUIDATED DAMAGES PER DAY
\$0 TO \$300,000.00	\$1,000 / Day
\$300,000.01 to \$1,000,000.00	\$1,200 / Day
Greater than \$1,000,000.00	\$1,500 / Day

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

#### 7) Prevailing Wage Rates

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit H. One resource for determining the current prevailing wage rate is the Internet site <a href="https://www.state.il.us/agency/idol/CM/countym.htm">www.state.il.us/agency/idol/CM/countym.htm</a> maintained by the State of Illinois Department of Labor.

8) EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS: Contractors will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates. Please Note: The EEO goals calculation are found on FORM J – AWARD CRITERIA FIGURE and are set for the PBC Job Order Program as follows:

	Minority Journey Workers	Minority Apprentices	Minority Laborers	Female Journey Workers	Female Apprentices	Female Laborers
Tier 1	50%	10%	50%	1%	1%	1%
Tier 2	50%	10%	50%	1%	1%	1%
Tier 3	50%	10%	50%	1%	1%	1%

- 9) LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY HIRING: In order to ensure that local businesses provide subcontracting work to Contractors on Commission projects and that residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:
  - a. Local Subcontracting Requirement
    - i. Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
    - ii. Contractors that are not Local Businesses are required to award 35% of the Work under their contracts with the Commission to subcontractors that are Local Businesses.
    - iii. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District of Greater Chicago, "Local Business" shall be defined in the solicitation documents for that project.
  - b. Community Hiring Requirement. A percentage of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and subcontractors under this Contract may be complied with through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals. Please refer to Book 2 for further details.
  - c. City of Chicago Residency Requirements. The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents. Please refer to Book 2 for further details.
- **10) PAYMENT AND PERFORMANCE BOND:** A payment and performance bond may be required for each Job Order. The Contractor will be reimbursed for the cost of the Payment and Performance Bond(s) according to the reimbursable work task in the Construction Task Catalog®.

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#### DESCRIPTION OF JOB ORDER CONTRACT WORK

The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed on locations and facilities under the jurisdiction of the PBC and/or its User Agencies.

Contractors awarded contracts for PBC's Job Order Contracting program will be responsible for providing all required labor and materials, equipment, supervision and administration necessary to complete the Detailed Scope of Work ("Work") described in each Job Order. The Work will be supervised and administered on behalf of PBC by the PBC'S authorized representative and such staff personnel as shall be determined by PBC in accordance with procedures established by the Commission.

Specific work for assigned projects may include, but shall not be limited to, the following:

- 1. Documenting project scopes, as required
- 2. Procuring all materials, equipment, labor and vendor services
- 3. Providing general conditions work
- 4. Conducting Scope Review
- 5. Completing the punch list corrective work and turnover requirements
- 6. Submitting samples, shop drawings and reports
- 7. Submitting RFI's
- 8. Processing Pay Applications
- 9. Processing Closeouts within four (4) months
- 10. Coordinating Pest Management
- 11. Procuring all permits, licenses and approvals
- 12. Providing warranties, testing and operations manuals
- 13. Removing environmental contaminants
- 14. Providing insurance and performance and payment bond
- 15. Complying with all directives and policies of the Commission
- 16. Participating in periodic project coordination meetings
- 17. Meeting with the representatives of the Commission and the User, as required
- 18. Preparing and submitting timely reports concerning the progress of work
- 19. Complying with MBE/WBE, City Residency, EEO, Community Hiring and other requirements
- 20. Maximizing hiring opportunities for community members

Work will be performed in compliance with all applicable rules, codes and regulations; will consist of the specific obligations described in the Job Order for each project; and shall be performed in accordance with commonly known CSI Divisions identified below.

```
DIVISION 01 00 00
                 GENERAL REQUIREMENTS
                 EXISTING CONDITIONS
DIVISION 02 00 00
DIVISION 03 00 00 CONCRETE
                 MASONRY
DIVISION 04 00 00
DIVISION 05 00 00
                 METALS
                 WOOD, PLASTICS AND COMPOSITES
DIVISION 06 00 00
                 THERMAL AND MOISTURE PROTECTION
DIVISION 07 00 00
DIVISION 08 00 00
                 OPENINGS
DIVISION 09 00 00
                 FINISHES
DIVISION 10 00 00
                 SPECIALTIES
                 EQUIPMENT
DIVISION 11 00 00
DIVISION 12 00 00 FURNISHINGS
DIVISION 13 00 00 SPECIAL CONSTRUCTION
```

<b>DIVISION 14 00 00</b>	CONVEYING EQUIPMENT
<b>DIVISION 15 00 00</b>	MECHANICAL
<b>DIVISION 16 00 00</b>	ELECTRICAL
<b>DIVISION 21 00 00</b>	FIRE SUPPRESSION
<b>DIVISION 22 00 00</b>	PLUMBING
<b>DIVISION 23 00 00</b>	HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
<b>DIVISION 25 00 00</b>	INTEGRATED AUTOMATION
<b>DIVISION 26 00 00</b>	ELECTRICAL
<b>DIVISION 27 00 00</b>	COMMUNICATIONS
<b>DIVISION 28 00 00</b>	ELECTRONIC SAFETY AND SECURITY
<b>DIVISION 31 00 00</b>	EARTHWORK
<b>DIVISION 32 00 00</b>	EXTERIOR IMPROVEMENTS
<b>DIVISION 33 00 00</b>	UTILITIES
<b>DIVISION 40 00 00</b>	PROCESS INTEGRATION

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# TIER 3 \$1,000,000.01 and Up

#### Please complete a form for each project identified. A total of five is required.

		ı	PROJECT NO. 01								
Project Name:	Hope Learn	ing Acader	ny								
Project Type:	New Constru	uction X Re	novation  Other:								
Agency/Client:	Chicago Pu	blic School	s								
Agency Type:	X Public  F	Private Res	pondent's Role:		eneral Contractor  Sub	Contractor					
Please describe your management? Trade		oject. (ie Wh	at portion of the w	ork did	your firm self-perform?	Was it strictly					
Management ar		n as Gener	al Contractor.								
	Has	the project a	chieved final acce	ptance	after January 1, 2015?	X Yes ☐ No					
				0	riginal Contract Value:	\$ 1,036,132.00					
Wa	s project comp	leted on bud	lget? (If no, please e	xplain be	elow or attach explanation.)	X Yes No					
	\$ 1,036,132.00										
Was p	X Yes □ N										
		If ap	plicable, did Proje	ct recei	ve LEED Certification?	☐ Yes 🗶 No					
Level of LEED Certifi	cation:	Not a pr	oject requireme	nt							
Was the project perm (If no, please explain belo city/town/village and perm	ow or attach expla			below th	ne type of permit, the	X Yes No					
Type of Permit:	,	1 Y 000 1000	onstruction		☐ Easy Cons	truction					
Type of Fermit.		X Other:	Renovation Pe	rmit							
City/Town/Village, St	ate:	Chicago,	IL								
Permitting Body:			hicago, Departm								
(Please ensure that th	e contact informa		FERENCE FOR CO rrect. If your reference		UCTION be contacted, this project ma	ay not be considered.)					
Name:	John P. O	'Connell			*						
Project Role: (ie Owner or Owner's Design	ner, Engineer, Prog	ram Manager, C	onstruction Manager)		CPS PMO						
Phone:	773.553.1	972	Email Add	dress:	jpoconnell1@cps.e	du					
Name:	Michael N	IcAtee, Mo	de Architects PC								
Project Role: (ie Owner or Owner's Design	ner, Engineer, Progi	ram Manager, Co	onstruction Manager)								
Phone:	312.475.9		Email Add	dress:	MMcAtee@modearchitectspc.com						

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

**ABC Contractor** 

Narrative Statement to FORM A - TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page \_\_\_ of \_\_\_

# PROJECT NO. 01 (continued)

#### PROJECT NARRATIVE

This project consists of renovation to select areas of an existing 198,000 sf school. The project included minor demolition, environmental lead mitigation, masonry patching in select areas, new stainless steel handrails, general carpentry, interior architectural millwork, minor roof patching for new roof mounted exhaust fans, new steel door frames, wood doors and finish door hardware, replacement of automatic door operators, patching of existing plaster surfaces, new metal framing and drywall partitions, new ceramic wall and floor tile, new acoustic ceilings, new resilient floor and base, painting of new and existing surfaces through the school, new visual display units, new interior and exterior signage, toilet partition and accessories, gymnasium equipment wall padding, new and renovated plumbing systems for new bathrooms and drinking fountain/bottle filler stations, new exhaust systems for bathrooms, new and rneovated electrical systems for bathrooms and classrooms including fire alarm and communications systems. Also include are new window screens for all windows in the building and custom changing tables within the new bathroom/changing rooms.

In addition to the interior work was the replacement of concrete sidewalks at two of the entries to the school facility

This project was started at the beginning of July and was completed by end of August, prior to the start of the new school year.

Date of Issuance: September 11, 2018

#### Please complete a form for each project identified. A total of five is required.

		ı	PROJECT NO. 02							
Project Name:	Kelvyn Park	High Scho	ool Renovations							
Project Type:	New Constru	uction X Rer	novation  Other:							
Agency/Client:	Chicago Pu	blic School	S							
Agency Type:	X Public 🗌 F	Private Res	pondent's Role:	General Contractor  Sub Other:	Contractor					
Please describe your management? Trade		oject. (ie Wha	at portion of the work	did your firm self-perform?	Was it strictly					
	ractors, Inc.	was respon	sible for the manag	ement and supervision	as the					
	Has	the project a	chieved final acceptar	ce after January 1, 2015?	X Yes ☐ No					
				Original Contract Value:	\$ 5,400,000					
Wa	s project comp	leted on bud	lget? (If no, please explain	n below or attach explanation.)	X Yes ☐ No					
Change orders were issued for additional owner requested work and unforeseen conditions										
				Final Contract Value:	\$ 5,800,000					
Was p	X Yes ☐ No									
		If app	olicable, did Project re	ceive LEED Certification?	☐ Yes ☒ No					
Level of LEED Certifi	cation:									
Was the project perm (If no, please explain belo city/town/village and perm	ow or attach expla		s, with please identify below	v the type of permit, the	X Yes ☐ No					
Type of Permit:	,		nstruction	☐ Easy Cons	struction					
Type of Perinit.		X Other:	Renovation							
City/Town/Village, St	ate:	City of C	<del></del>							
Permitting Body:			ent of Buildings							
(Please ensure that th	e contact informa		FERENCE FOR CONS' rrect. If your reference can	<b>TRUCTION</b> not be contacted, this project m	ay not be considered.)					
Name:	Sara Lee									
Project Role: (ie Owner or Owner's Desig	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)	Project Manager						
Phone:	630.779.1	s: sblee2@cps.edu								
Name:	Robert Chr	istlieb								
Project Role: (ie Owner or Owner's Desig	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)	Senior Manager o	f Construction					
Phone:	312.965.64	134	Email Address	rmchristlieb1@cp	s.edu					

When including	Narrative	Statements,	please	ensure	that,	at a	minimum,	the	following	information	is n	oted	on th	е
attachment.														

(Sample)

**ABC Contractor** 

Narrative Statement to FORM A - TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page of

# PROJECT NO. 02 (continued)

#### PROJECT NARRATIVE

The renovations a Kelvyn Park High School included ADA upgrades, emergency generator installation, parking lot and landscaping improvements, roofing repairs and replacement, science lab renovations, toilet room renovations, elevator installation, electrical upgrades, and interior finishes.

This project was completed in a 10 week period during the school's summer break.

#### Please complete a form for each project identified. A total of five is required.

PROJECT NO. 03											
Project Name:	Garfield Par	k Field Offi	ces - Renovation								
Project Type:	New Constru	uction X Re	novation  Other:								
Agency/Client:	Chicago Pu	blic School	s								
Agency Type:	X Public  F	Private Res	DODUGEDT'S KOIS.	eneral Contractor  Sub her:	Contractor						
Please describe your management? Trade		oject. (ie Wh	at portion of the work did	your firm self-perform?	Was it strictly						
	•		sion as General Contra ortion of the demolition								
4	Has	the project a	chieved final acceptance	after January 1, 2015?	X Yes No						
			C	riginal Contract Value:	\$ 12,896,488.00						
Wa	s project comp	leted on bud	lget? (If no, please explain be	elow or attach explanation.)	X Yes No						
The contract value was increased due to unforseen conditions and owner requested changes.											
	Final Contract Value:	\$ 12,896,488.00									
Was p	X Yes No										
This project was	delivered on	time withir	a very demanding sc	hedule.							
		If app	olicable, did Project recei	ve LEED Certification?	☐ Yes 🔀 No						
Level of LEED Certifi	cation:										
Was the project perm (If no, please explain belo city/town/village and perm	ow or attach expla		s, with please identify below th	ne type of permit, the	X Yes No						
9-37-32 E2	,	☐ New Co	nstruction	☐ Easy Cons	truction						
Type of Permit:		X Other:	Renovation								
City/Town/Village, St	ate:	City of C	hicago								
Permitting Body:		Departm	ent of Buildings								
(Please ensure that the	e contact informa		FERENCE FOR CONSTR rrect. If your reference cannot		ay not be considered.)						
Name:	Jason Ide										
Project Role: (ie Owner or Owner's Design	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)	Project Director							
Phone:	312.405.95	jpide@cps.edu									
Name:	Rada Doyt	cheva									
Project Role: (ie Owner or Owner's Design	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)	Architect of Record							
Phone:	312.856.19	70	Email Address:	rada@rada-arch.co	m						

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

**ABC Contractor** 

Narrative Statement to FORM A - TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page \_\_\_ of \_\_\_

# PROJECT NO. 03 (continued)

#### **PROJECT NARRATIVE**

The project consists of the complete gut-rebuild renovation of an existing 70,000 SF school into CPS's branch office location. The project included demolition, environmental abatement, upgrades to the mechanical, electrical, and plumbing infrastructure, new offices, conference rooms, kitchen areas, bathrooms, and new finishes throughout the entire building. In addition to interior work, exterior site improvements including a new parking lot, artificial turf play area, storm sewer, and landscaping were completed.

This project was completed in a three month period to allow the client to relocate and close on their existing property.

#### Please complete a form for each project identified. A total of five is required.

	PROJECT NO. 04											
Project Name:	Bridgeport F	ield Office										
Project Type:	☐ New Constru	uction X Re	novation									
Agency/Client:	Chicago Pu	blic School	s		(4)							
Agency Type:	X Public  F	Private Res	pondent's Role:		eneral Contractor  Sub her:	Contractor						
Please describe your management? Trade		oject. (ie Wh	at portion of the wor	rk did	your firm self-perform?	Was it strictly						
In addition to management and supervision as General Contractor, K.R. Miller Contractors Inc. self performed general labor and carpentry.												
	Has	the project a	chieved final accept	tance	after January 1, 2015?	X Yes ☐ No						
				0	riginal Contract Value:	\$ 5,024,000						
Wa	s project comp	leted on bud	lget? (If no, please exp	olain be	elow or attach explanation.)	X Yes No						
	\$ 5,024,000											
Was p	X Yes No											
		If ap	plicable, did Project	recei	ve LEED Certification?	☐ Yes 🗶 No						
Level of LEED Certific	cation:											
Was the project perm (If no, please explain belo city/town/village and perm	ow or attach expla			elow th	ne type of permit, the	X Yes ☐ No						
Type of Permit:	<u> </u>		onstruction		☐ Easy Cons	truction						
Type of Fermit.		X Other:	Renovation									
City/Town/Village, St	ate:	Chicago,	IL									
Permitting Body:			ent of Buildings									
(Please ensure that the	e contact informa		FERENCE FOR CON rrect. If your reference of		JCTION be contacted, this project ma	ay not be considered.)						
Name:	Matt Mosh	ier										
Project Role: (ie Owner or Owner's Design	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)		Project Director							
Phone:	773.960.33	359	Email Addre	ess:	mtm11974@yahoo	.com						
Name:	Harley Elli	s Deveraux	(									
Project Role: (ie Owner or Owner's Design	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)		Architect of Record	2						
Phone:	312.324.7		Email Addre	ess:	pdevereaux@hed.d	l.design						

When including	Narrative	Statements,	please	ensure	that,	at a	minimum,	the	following	information	is ı	noted	on	the
attachment.														

(Sample)

**ABC Contractor** 

Narrative Statement to FORM A - TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page of

# PROJECT NO. 04 (continued)

#### **PROJECT NARRATIVE**

Complete gut-rebuild renovation of an existing 35,000 sf loft warehouse building for CPS's branch office location and network hub. Work was performed in a two month period to allow the client to relocate and close on their existing property.

#### Please complete a form for each project identified. A total of five is required.

	PROJECT NO. 05											
Project Name:	Grant Park	South - Ne	w BMX/Skate Park									
Project Type:	X New Constru	uction  Re	novation									
Agency/Client:	Chicago Pa	rk District										
Agency Type:	X Public  F	Private Res		ieneral Contractor 🗌 Sub other:	Contractor							
Please describe your management? Trade		oject. (ie Wh	at portion of the work di	d your firm self-perform?	Was it strictly							
In addition to m Inc. self perform				ractor, K.R. Miller Con	tractors							
	Has	the project a	chieved final acceptanc	e after January 1, 2015?	X Yes No							
				Original Contract Value:	\$ 2,414,700.00							
Wa	s project comp	leted on bud	lget? (If no, please explain l	pelow or attach explanation.)	X Yes ☐ No							
	\$ 2,491,496.00											
Was p	X Yes No											
		If app	olicable, did Project rece	eive LEED Certification?	☐ Yes 🏻 No							
Level of LEED Certifi	cation:											
Was the project perm (If no, please explain beloity/town/village and perm	ow or attach expla	anation.) (If yes	s, with please identify below t	the type of permit, the	X Yes ☐ No							
Type of Permit:	,	X New Co		☐ Easy Cons	truction							
Type of Fermit.		Other:										
City/Town/Village, St	ate:	Chicago	, IL									
Permitting Body:		City of C	Chicago, Department	of Buildings								
(Please ensure that th	e contact informa		FERENCE FOR CONSTR rrect. If your reference cannot	RUCTION It be contacted, this project ma	ay not be considered.)							
Name:	Randy Dur	usell										
Project Role: (ie Owner or Owner's Desig	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)	Project Manager, C	Chicago Park Dist.							
Phone:	312.742.46	594	Email Address:	randy.rurussel@chic	agoparkdistrict.com							
Name:	Mark Jirik											
Project Role: (ie Owner or Owner's Desig	ner, Engineer, Prog	ram Manager, Co	onstruction Manager)	Architect of Record								
Phone:	773.528.7	492	Email Address:	mark@altamanu.com								

When	including	Narrative	Statements,	please	ensure	that,	at a	minimum,	the	following	information	is	noted	on	the
attach	ment.														-

(Sample)

**ABC Contractor** 

Narrative Statement to FORM A - TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page of

# PROJECT NO. 05 (continued)

#### **PROJECT NARRATIVE**

New construction of a BMX/Skate park in Grant Park. The scope of work included the demolition of existing site hardscape and utilities, relocation of two fiber optic routes, installation of new site utilities and a storm water retention system, new concrete flatwork, ramps, and obstacles, new site lighting and electric, and site landscaping, all delivered on time. The project included a new campus park and playground with soft-surfacing.

#### I. EVALUATION CRITERIA FOR KEY PERSONNEL

Respondents should demonstrate they employ or have the capacity to employ adequately qualified and experienced Key Personnel (Project Manager, Superintendents, Scheduler, MEP Coordinator, Quality Control Manager, Safety Manager and Sustainability Coordinator), as needed, to provide the Work. The level of Key Personnel required may vary by Tier. Attach resumes.

#### **Description of Key Personnel Roles**

#### **Project Manager (For Tier 3 Contractors)**

The Project Manager will have full responsibility for the preparation of the Job Order Proposals and prosecution of the Work with full authority to act in all matters as necessary for the proper coordination, direction, commitment of resources, and technical administration of the Work. The Project Manager will attend meetings at such places and times as will be decided by the Commission or Architect in order to render reports on the progress of the Work. The General Contractor will not change Project Manager without the consent of the Commission, unless such staff member proves to be unsatisfactory to the Contractor and ceases to be in its employ.

For Tier 1 & 2 Contractors – Project Lead may be the Owner, Project Liaison, Point of Contact, or other authorized, firm representative who would serve in the capacity of 'Project Manager' as defined above.

#### Scheduler

To assist in the preparation and maintenance of the Schedule, the General Contractor may engage, at its own expense, a consultant who is skilled in the application of network techniques for construction projects and the use of PBC's scheduling software (Primavera). If the General Contractor has qualified personnel on staff, the General Contractor may perform the required scheduling with its own organization.

#### Superintendent

The General Contractor must keep, throughout the duration of a Contract, a competent, experienced and qualified Superintendent and any necessary assistants, all of whom must be satisfactory to the Commission. This Superintendent's résumé will be submitted to the Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, or sooner if so requested by the Commission. The Superintendent may be required to be present at the Site when Contractor's personnel and/or Subcontractors are present.

The Superintendent will not be changed without the consent of the Commission, unless the Superintendent proves to be unsatisfactory to the Contractor or becomes unavailable due to reasons beyond the control of Contractor. In order to change the Superintendent, the Contractor will give the Commission Representative written notice and submit for approval the qualifications of the proposed replacement Superintendent at least 15 Days prior to the intended change.

The Superintendent will represent the General Contractor in the absence of the Project Manager and all directions given to the Superintendent will be as binding as if given to the Project Manager.

#### **MEP Coordinator**

The General Contractor must provide a staff member or members, as necessary, which is experienced in coordination of mechanical and electrical work on projects of similar type and scale, including administration and supervision of mechanical and electrical work and meet the requirements as described in the Contract Documents.

#### Safety Manager

The General Contractor must provide a safety manager who is a qualified and competent employee responsible for the preparation, execution and continuous improvement of the safety management system (SMS) within an organization. This individual is the prime mover of all safety related issues in the organization.

#### **Quality Assurance/Quality Control Manager**

The General Contractor must provide a Quality Assurance/Quality Control (QA/QC) Manager who will be responsible for the set of processes used to measure and guarantee the quality of the Work to ensure it meets industry-wide standards.

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# TAB 3 K. R. Miller Contractors Inc. Narrative Statement to Form B – KEY PERSONNEL

K. R. Miller Contractors, Inc. has assembled a well-qualified and highly experienced team of personnel who will deliver the utmost quality of work at the best value to the PBC. We have provided a Form B Key Personnel sheet and resume for Project Manager, Superintendent, Scheduler, MEP/FP Coordinator, Quality Control Manager, Safety Manager and Sustainability Coordinator. Each of these individuals have successfully completed numerous Job Order Contracting projects for various clients such as the Chicago Public Schools, the United States Postal Service, the City Colleges of Chicago, the University of Illinois at Chicago, the Public Building Commission of Chicago and Lake County, Illinois. Our team well understands the JOC procurement system and the procedure for ordering and successfully completing work under the JOC program.

K. R. Miller Contractors, Inc. is committed to assigning the proposed team to this contract in order to provide all services described in this proposal. If need be, based on volume and complexity of work, K. R. Miller Contractors, Inc. has the ability to assign additional personnel.

K.R. Miller Contractors, Inc.

Narrative Statement to Form B - Key Personnel

Page 1 of 1

Please complete a form for each Key Personnel.

KEY PERSONNEL					
Role:		☑ Project Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☐ Superintendent ☐ MEP Coordinator ☐ Safety Manager ☐ Quality Control Manager ☐ Sustainability Coordinator			
Name:	James	Heidorn			
Title:	Senior V	/ice President			
			Number of years wi	th the firm:	27 years
		Number of yea	rs with experience in thi	s capacity:	27 years
Project Type: (Ple	ase check al	l experience that applies to the individu	al who will be dedicated to the	is project.)	
X       DIVISION 01 00 00       GENERAL REQUIREMENTS       X       DIVISION 15 00 00       MECHANICAL         X       DIVISION 02 00 00       EXISTING CONDITIONS       X       DIVISION 16 00 00       ELECTRICAL         X       DIVISION 03 00 00       CONCRETE       X       DIVISION 21 00 00       FIRE SUPPRESSION         X       DIVISION 05 00 00       MASONRY       X       DIVISION 22 00 00       PLUMBING         X       DIVISION 06 00 00       WOOD, PLASTICS AND COMPOSITES       X       DIVISION 23 00 00       HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)         X       DIVISION 08 00 00       OPENINGS       X       DIVISION 25 00 00       INTEGRATED AUTOMATION         X       DIVISION 10 00 00       OPENINGS       X       DIVISION 26 00 00       ELECTRICAL         X       DIVISION 10 00 00       OPENINGS       X       DIVISION 26 00 00       ELECTRICAL         X       DIVISION 10 00 00       OPENINGS       X       DIVISION 26 00 00       ELECTRICAL         X       DIVISION 10 00 00       OPECIAL TIES       X       DIVISION 28 00 00       ELECTRICAL         X       DIVISION 12 00 00       FURNISHINGS       X       DIVISION 31 00 00       ELECTRONIC SAFETY AND SECURITY         X       DIVISION 12 00					
		REFEREN	ICES		
REFERENCE #1					
	Project:	CPS Capital Improvement	Program		
Agency/Firm Name: Mary Deruntz Chicago Public Schools			Title:	Deputy C and New	hief of Planning Construction`
Phone: 773.553.1000			Email Address: mderuntz@cps.edu		z@cps.edu
REFERENCE #2					
Project: CPS JOC Program					
Agency/Fi	rm Name:	John P. O'Connell Chicago Public Schools	Title:	Project N	lanager
	Phone: 312.933.3095 Email Address: jpoconnell@cps.edu				ell@cps.edu

#### PLEASE ATTACH RESUME

# JAMES HEIDORN

SENIOR VICE PRESIDENT, K.R. MILLER CONTRACTORS, INC.

#### **PROFILE**

Jim Heidom began with K.R. Miller Contractors, Inc. in 1992. With over 30 years in the construction industry, Mr. Heidorn has successfully estimated, managed and completed projects in accordance with contract documents, within budget as well as within time constraints. He has also estimated and managed multiple projects utilizing the Job Order Contracting process. Mr. Heidom has successfully completed a 30/hr. Occupational Safety and Health training course in Construction Safety and Health.

PROJECT EXPERIENCE	
Public Building Commission of Chicago	
Chicago, Illinois	
<ul> <li>School Improvement Program – 2013</li> </ul>	\$13,445,000
Renovations, upgrades, and additions of various schools	
Board of Education of the City of Chicago	
Chicago, Illinois  • CPS Capital Improvements Program – 1999 – Present	\$300,000,000+
MEP upgrades, window replacement, building	\$300,000,000+
envelope restoration	
• Garfield Park Offices – 2014	\$12,421,000
Complete renovation of an existing school to CPS's	φ12,421,000
Satellite Office	
Williams Elementary School – 2011	\$ 5,950,000
ADA upgrades, interior renovations, roof replacement	, ,,,,,,,,,,
• W.H. Seward Communication Arts Academy – 2012	\$ 4,737,000
Envelope repairs including roof replacement and	5
ADA upgrades	
<ul> <li>George Howland Elementary School – JOC - 2006</li> </ul>	\$ 3,898,922
ADA renovations, interior elevator and emergency lighting	
Oscar Meyer School – JOC 2008	\$ 2,104,404
ADA upgrades, light/electrical upgrades and interior finishes	1 1 1 1 1 1 1 1 1 1 1 1
Mount Vernon Elementary School – 2011	\$ 1,972,714
Roof repairs and masonry restoration	4 4 505 404
Hans Christian Anderson Elementary School –	\$ 1,525,424
JOC - 2008	
Interior finishes, new lunchroom, new interior doors	¢ 4 276 005
<ul> <li>Douglas Community Academy – JOC – 2005</li> <li>Complete Gut and rebuild</li> </ul>	\$ 1,376,905
Good Shephard/Zapata Branch School – JOC – 2005	\$ 748,077
Complete gut and rebuild	φ 140,011
James Johnson Elementary School – JOC – 2009	\$ 740,176
ADA upgrades and interior finishes	Ψ 110,110
Abraham Lincoln Elementary School – JOC – 2012	\$ 463,963
Kitchen renovation	,,
· Chicago Public Schools – Headquarters – 2006	\$ 394,658
<ul> <li>Renovations to 11<sup>th</sup>, 12<sup>th</sup>, 13<sup>th</sup>, and 17<sup>th</sup> Floors</li> </ul>	
<ul> <li>Chicago Public Schools – Headquarters – 2005</li> </ul>	\$ 329,000
15 <sup>th</sup> Floor Renovations	
<ul> <li>Chicago Public Schools – Headquarters – 2008</li> </ul>	\$ 307,447
• 15 <sup>th</sup> and 17 <sup>th</sup> Floor Renovations	
Agassiz Elementary School – 2008	\$ 306,000

K.R. Miller Contractors, Inc. Resume for Form B - Key Personnel Page 1 of 1

Complete gut and rebuild



Please complete a form for each Key Personnel.

KEY PERSONNEL						
Role:		□ Project Manager (or Project Lead for Class D&E General Contractors) ☒ Scheduler □ Superintendent □ MEP Coordinator □ Safety Manager □ Quality Control Manager □ Sustainability Coordinator				
Name:	Dariusz	z Sieminski				
Title:	Schedu	ıler/Project Manager				
	)		Number of years wi	th the firm:	6 years	
		Number of ye	ars with experience in thi	s capacity:	6 years	
Project Type: (Ple	ease check a	Il experience that applies to the individ	ual who will be dedicated to thi	is project.)		
X       DIVISION 01 00 00       GENERAL REQUIREMENTS         X       DIVISION 02 00 00       EXISTING CONDITIONS         X       DIVISION 03 00 00       CONCRETE         X       DIVISION 04 00 00       MASONRY         X       DIVISION 05 00 00       METALS         X       DIVISION 05 00 00       METALS         X       DIVISION 06 00 00       WOOD, PLASTICS AND COMPOSITES         X       DIVISION 07 00 00       THERMAL AND MOISTURE PROTECTION         X       DIVISION 08 00 00       OPENINGS         X       DIVISION 25 00 00       INTEGRATED AUTOMATION         X       DIVISION 27 00 00       COMMUNICATIONS         X       DIVISION 10 00 00       SPECIAL TIES         X       DIVISION 31 00 00       ELECTRONIC SAFETY AND SECURITY         X       DIVISION 12 00 00       FURNISHINGS         X       DIVISION 32 00 00       EXTERIOR IMPROVEMENTS         X       DIVISION 14 00 00       CONVEYING EQUIPMENT						
REFERENCES						
REFERENCE #1						
	Project:	Saucedo Scholastic Acade	emy			
Agency/Fir	Agency/Firm Name: Jeff Havel Chicago Public Schools Title: Project M			Project Ma	nager	
Phone: 630.335.2567 Email Ad			Email Address:	jphavel@cps.edu		
REFERENCE #2						
	Project: MB Financial - Branch Renovations					
Agency/Fir	m Name:	Tracey Ernst MB Financial	Title:	VP of Cons	truction Mgmt	
	Phone:	847.653.2417	Email Address:	ternst@mb	financial.com	

#### PLEASE ATTACH RESUME

# DARIUSZ SIEMINSKI

PROJECT MANAGER, K.R. MILLER CONTRACTORS, INC.



Dariusz Sieminski has served as a project manager for K.R. Miller Contractors, Inc. since 2012. Dariusz has a Bachelors in Construction Management from the Milwaukee School of Engineering and has a Masters in Construction Management from Northwestern University. Dariusz has successfully completed numerous projects as the project manager in accordance with contract documents, within budget as well as within time constraints.

#### **PROJECT EXPERIENCE**

Public Building Commission of Chicago Chicago, Illinois

Read Dunning – 2018 – On-Going
 New 1,2000 student CPS school for grades 7-9 with site work, including athletic field, private drive, and staff parking lot.

School Improvement Program – Package 14 – 2013 \$11,510,000
 Scheduler for major capital improvement renovations on a summer critical schedule

School Improvement Program – Package 7 – 2013
 Scheduler for major capital improvement renovations on a summer critical schedule

Board of Education of the City of Chicago

Chicago, Illinois

Saucedo Scholastic Academy – 2015
 Major capital renovations
 Scammon Elementary School – 2016-2017
 Structural repairs, ADA ungrados interior finishes

Structural repairs, ADA upgrades, interior finishes, sitework upgrades

• Pablo Casals – 2012

General Renovations
Galileo Academy – 2014
Exterior Renovations

Hyde Park High School – 2014
 Auditorium renovation

 Dawes Elementary School – 2014

Interior Upgrades

O'Keefe Elementary School

Exterior Renovations

• Chicago Public Schools – 2012-2013

Lead Scheduler for Various School Projects

**MB** Financial

Chicago, Illinois

Broadview Branch Renovations – 2017
 Renovation of occupied branch bank in multiple phases
 North Loop Branch Renovations – 2017
 Renovation of occupied branch bank in multiple phases
 Ontario Street Branch Renovations
 417,000

**Triton College** 

River Forest, Illinois

 Building R Renovation – 2016
 Fitness and work out room and major locker room renovation

Renovation of occupied branch bank in multiple phases



#### **EDUCATION**

\$51,137,000

\$ 5.781.000

\$ 4.139,655

\$ 1,347,000

560,000

550.000

375,000

\$ 2,247,000

Northwestern University – Master of Science in Construction Management, 2015

Milwaukee School of Engineering – Bachelor of Science in Construction Management, 2013

#### LICENSES AND CERTIFICATIONS

Primavera Lead P6 Scheduler Accredited Training

K.R. Miller Contractors, Inc. Resume for Form B - Key Personnel Page 1 of 1

Please complete a form for each Key Personnel.

KEY PERSONNEL						
Role:		roject Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☒ Superintendent MEP Coordinator ☐ Safety Manager ☐ Quality Control Manager ☐ Sustainability Coordinator				
Name:	Paul In	graham				
Title:	Genera	al Superintendent				
			Number of years wi	th the firm:	27 years	
		Number of year	ars with experience in thi	s capacity:	32 years	
Project Type: (Ple	ease check a	ll experience that applies to the individu	al who will be dedicated to thi	is project.)		
X       DIVISION 01 00 00       GENERAL REQUIREMENTS         X       DIVISION 02 00 00       EXISTING CONDITIONS         X       DIVISION 03 00 00       CONCRETE         X       DIVISION 04 00 00       MASONRY         X       DIVISION 05 00 00       METALS         X       DIVISION 05 00 00       METALS         X       DIVISION 05 00 00       METALS         X       DIVISION 06 00 00       WOOD, PLASTICS AND COMPOSITES         X       DIVISION 07 00 00       THERMAL AND MOISTURE PROTECTION         X       DIVISION 25 00 00       INTEGRATED AUTOMATION         X       DIVISION 26 00 00       ELECTRICAL         X       DIVISION 26 00 00       ELECTRICAL         X       DIVISION 26 00 00       INTEGRATED AUTOMATION         X       DIVISION 27 00 00       COMMUNICATIONS         X       DIVISION 11 00 00       SPECIAL TIES         X       DIVISION 27 00 00       ELECTRONIC SAFETY AND SECURITY         X       DIVISION 12 00 00       FURNISHINGS         X       DIVISION 32 00 00       EXTERIOR IMPROVEMENTS         X       DIVISION 14 00 00       CONVEYING EQUIPMENT						
		REFEREI	NCES			
REFERENCE #1						
	Project:	East Aurora High School - F	Phase 4 Renovations a	and Addition	n	
Agency/Fi	rm Name:	Rick Krischel Cordogan Clark Association	Title:	VP of Cons	struction	
				cordoganclark.com		
REFERENCE #2						
	Project: CPS - Garfield Park Field Office					
Agency/Fi	rm Name:	John P. O'Connell Title: Project Manager Chicago Public Schools				
	Phone:					

#### PLEASE ATTACH RESUME

# **PAUL INGRAHAM**

GENERAL SUPERINTENDENT, K.R. MILLER CONTRACTORS, INC.

#### **PROFILE**

Paul Ingraham has served as General Superintendent for K.R. Miller Contractors, Inc. for 26 years. With over 40 years in the construction industry Mr. Ingraham successfully coordinates all site construction activities and supervises all field personnel as required to successfully complete the project on schedule and within budget. This includes maintaining the highest quality, supervising all trade and field personnel, while administering good construction safety practices with all on-site activities. Mr. Ingraham has successfully completed a 30/hr. Occupational Safety and Health training course in Construction Safety and Health.



#### LICENSES AND CERTIFICATIONS

OSHA 30-Hour Training

#### PROJECT EXPERIENCE

Public Building Commission of Chicago

Chicago, Illinois

Southwest Area School – 2016
 New construction of a 135,000-square-foot school including a 4-acre artificial turf field and 1,2000 square feet of outbuilding.

Skinner Elementary School – 2008
 New construction of 110,000-square-foot LEED Certified Gold School.

Coonley Elementary School – 2014
 New construction school annex building and renovations
 To existing school.

\$10,777,000

\$24,227,700

# Board of Education of the City of Chicago

Natatorium and locker room renovations

Chicago, Illinois

Ronald Brown Academy – 2012
 Major capital renovations
 South Shore High School – 2011
 ADA upgrades including elevator addition, locker room renovations and site improvements
 Philo Carpenter High School – 2010
 ADA upgrades
 Harlan High School – 2010
 \$ 1,500,000
 \$ 1,047,756

**Town of Cicero** 

Cicero, Illinois

New Municipal Complex – 2007
 Construction management for the construction of a new town hall, police station, parking garage, and community center.

\$58,000,000

\$13,300,000

### St. Charles Community School District

St. Charles, IL

Thompson Middle School – 2017 – on-going \$38,760,000
 Additions and alterations

#### **East Aurora School District 131**

Aurora, IL

East Aurora High School – 2017
Renovation of 66,000sf of existing high school and reconstruction over an 11 week period, and 7,000sf addition of facility's kitchen

K.R. Miller Contractors, Inc.
Resume for Form B - Key Personnel
Page 1 of 1

K.R. Miller Contractors, Inc. Tiers 1,2,3

Please complete a form for each Key Personnel.

KEY PERSONNEL						
Role:		☐ Project Manager (or Project Lead for Class D&E General Contractors) ☐ Scheduler ☐ Superintendent ☐ MEP Coordinator ☐ Safety Manager ☐ Quality Control Manager ☐ Sustainability Coordinator				
Name:	Michae	l Cwienkala		•		
Title:	Vice Pr	esident				
			Number of years wit	th the firm:	15 years	
		Number of year	rs with experience in this	s capacity:	17 years	
Project Type: (Ple	ase check al	l experience that applies to the individua	al who will be dedicated to this	s project.)		
X       DIVISION 01 00 00       GENERAL REQUIREMENTS         X       DIVISION 02 00 00       EXISTING CONDITIONS         X       DIVISION 03 00 00       CONCRETE         X       DIVISION 04 00 00       MASONRY         X       DIVISION 05 00 00       METALS         X       DIVISION 06 00 00       WOOD, PLASTICS AND COMPOSITES         X       DIVISION 07 00 00       THERMAL AND MOISTURE PROTECTION         X       DIVISION 08 00 00       OPENINGS         X       DIVISION 09 00 00       FINISHES         X       DIVISION 10 00 00       SPECIALTIES         X       DIVISION 12 00 00       ELECTRONIC SAFETY AND SECURITY         X       DIVISION 12 00 00       EQUIPMENT         X       DIVISION 30 00       EARTHWORK         X       DIVISION 14 00 00       SPECIAL CONSTRUCTION       X       DIVISION 40 00 00       EXTERIOR IMPROVEMENTS         X       DIVISION 14 00 00       CONVEYING EQUIPMENT       X       DIVISION 40 00 00       PROCESS INTEGRATION						
		REFEREN	ICES			
REFERENCE #1						
	Project:	CPS Capital Improvements	s Program			
Agency/Fi	Agency/Firm Name: Rob Christlieb Chicago Public Schools Title: Senior Mana Construction			anager of tion		
			Email Address:	rmchristl	ieb1@cps.edu	
REFERENCE #2						
	Project: East Aurora High School - Phase 4 Renovations and Addition					
Agency/Fi	rm Name:	Craig Welter Cordogan Clark Association  Title: Senior Managing Architect				
	Phone:	630.896.4678	Email Address:	cwelter@	cordoganclark.com	

#### PLEASE ATTACH RESUME

# MICHAEL CWIENKALA

VICE PRESIDENT, K.R. MILLER CONTRACTORS, INC.



Since joining K.R. Miller Contractors, Inc. in 2003, Michael has held several positions including project intern, project manager, and vice president. With over seventeen years of experience in the construction industry, he has managed numerous projects including large scale building renovations, new building construction, large scale sitework projects. Michael serves as treasurer and is an executive board member for the Chicagoland Associated General Contractors and serves as a trustee for the MARBA Industry Advancement Fund. He holds a Bachelor of Science in Construction Management from the Milwaukee School of Engineering.

#### PROJECT EXPERIENCE

Public Building Commission of Chicago Chicago, Illinois

School Improvement Program – Package 7 – 2013 \$ 5,781,000
 Renovation of various schools

Board of Education of the City of Chicago

Chicago, Illinois

• CPS Capital Improvement Program – 2004-2018 \$200,000,000 Multiple capital improvement renovation projects ranging In value from \$100,000 - \$12,000,000

**Town of Cicero** 

Cicero, Illinois

New Municipal Complex – 2007
 (As Construction Manager)
 Construction management for the construction of a new town hall, police station, parking garage, and community center.

Laramie Park and Festival Grounds – 2008
 (As General Contractor)
 Demolition of an existing 20-acre parking lot and the reconstruction of a 10-acre parking lot and a 10-acre community park.

Illinois Capital Development Board

Chicago, Illinois

UIC Exterior Repairs – 2014
 Interim renovations and complete window replacement

East Aurora School District 131

Aurora, IL

East Aurora High School – 2017
 Phase 4 renovations and addition

\$13,300,000

\$ 3,095,150

\$58,000,000

\$ 6,996,000

St. Charles School District 303

St. Charles, Illinois

Thompson Middle School – 2017-2018
 Various renovations and building additions and site work.

\$37,000,000



#### **EDUCATION**

Milwaukee School of Engineering – Bachelor of Science in Construction Management, 2004

#### LICENSES AND CERTIFICATIONS

OSHA 30-Hour Training Chicagoland Associated General Contractors, Executive Board Member/Treasurer Primavera P6 Accredited Training

K.R. Miller Contractors, Inc. Resume for Form B - Key Personnel Page 1 of 1

Please complete a form for each Key Personnel.

KEY PERSONNEL					
Role:		Project Manager (or Project Lead for Class D&E General Contractors)   Scheduler   Superintendent  MEP Coordinator   Sustainability Coordinator			
Name:	Matt Siz	zemore			
Title:	Safety	Manager/Project Manager			
			Number of years wi	ith the firm:	11 years
		Number of yea	rs with experience in th	is capacity:	15 years
Project Type: (Ple	ease check a	Il experience that applies to the individua	al who will be dedicated to th	is project.)	
X       DIVISION 01 00 00       GENERAL REQUIREMENTS         X       DIVISION 02 00 00       EXISTING CONDITIONS         X       DIVISION 03 00 00       CONCRETE         X       DIVISION 04 00 00       MASONRY         X       DIVISION 05 00 00       METALS         X       DIVISION 06 00 00       WOOD, PLASTICS AND COMPOSITES         X       DIVISION 07 00 00       THERMAL AND MOISTURE PROTECTION         X       DIVISION 08 00 00       OPENINGS         X       DIVISION 09 00 00       FINISHES         X       DIVISION 10 00 00       SPECIALTIES         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 25 00 00       INTEGRATED AUTOMATION         X       DIVISION 26 00 00       ELECTRICAL         X       DIVISION 27 00 00       COMMUNICATIONS         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 26 00 00       ELECTRICAL         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 28 00 00       EL					
		REFEREN	ICES		
REFERENCE #1					
	Project:	East Aurora High School - P	hase 4 Renovations	and Additior	ו
Agency/Fi	rm Name:	Rick Krischel Cordogan Clark Association	Title:	VP of Cons	struction
	Phone: 630.896.4678 Email Address: rkischel@cordoganclar			ordoganclark.com	
REFERENCE #2					
Project: CPS JOC Program					
Agency/Fi	rm Name:	. John P. O'Connell Title: Project Manager			
	Phone:				

#### PLEASE ATTACH RESUME

# MATT SIZEMORE

SUPERINTENDENT, K.R. MILLER CONTRACTORS, INC.

#### **PROFILE**

Matt Sizemore serves as site superintendent and project manager for K.R. Miller Contractors, Inc. With over sixteen years in the construction industry Matt has successfully supervised and completed projects in accordance with contract documents, within budget as well as within time constraints. Matt is a Local 13 Carpenter Journeyman who is also a Certified Crane Signal Person, Certified Scaffold Builder/User with 30/hr. OSHA training as well as being Certified for Lead RRP.



#### PROJECT EXPERIENCE

**Public Building Commission of Chicago** 

Chicago, Illinois

· Read Dunning - 2018 - On-Going New 1,2000 student CPS school for grades 7-9 with site work, including athletic field, private drive, and staff parking lot.

 Southwest Area School – 2016 New construction of a 135,000-square-foot, 1,500 student, 3-story middle school. 66 regular, science, art, and music classrooms. Two gymnasiums on the second floor are adjacent to an elevated stage with a full theatrical production lighting and rigging package. The project also includes a 4-acre artificial turf field and 1,2000 square feet of outbuilding.

· Skinner Elementary School – 2008 New construction of 110,000-square-foot LEED Certified Gold School.

\$11,510,000 School Improvement Program – 2013 Renovation of various schools

Board of Education of the City of Chicago

Chicago, Illinois

· Garfield Park Offices - 2014 Complete renovation of an existing school to CPS's Satellite Office

 Kelvyn Park High School – 2014 Major capital renovations for an existing high school

· Harlan High School - 2010 Natatorium and locker room renovations

**East Aurora School District 131** Aurora, IL

East Aurora High School – 2017

Phase 4 renovations and addition

St. Charles School District 303

St. Charles, Illinois

 Thompson Middle School – 2017-2018 Various renovations, building additions, and site work

\$37,000,000

\$51,137,000

\$37,057,000

\$24,227,700

\$12,421,000

\$12,421,000

\$ 1.047,756

\$13,300,000

#### LICENSES AND CERTIFICATIONS

OSHA 30-Hour Training Certified Crane Signal Person Certified Scaffold Builder/User Certified for Lead RRP

PROFESSIONAL AFFLIATIONS

Local 13 Union

Please complete a form for each Key Personnel.

KEY PERSONNEL						
Role:		☐ Project Manager (or Project Lead for Class D&E General Contractors)☐ Scheduler ☐ Superintendent☐ MEP Coordinator ☐ Safety Manager ☐ Quality Control Manager ☐ Sustainability Coordinator				
Name:	Robert	Richards				
Title:	Quality	Control Coordinator/Project	Manager			
			Number of years wi	th the firm:	18 years	
		Number of ye	ears with experience in thi	s capacity:	18 years	
Project Type: (Ple	ease check a	Il experience that applies to the individ	lual who will be dedicated to the	is project.)		
X       DIVISION 01 00 00       GENERAL REQUIREMENTS         X       DIVISION 02 00 00       EXISTING CONDITIONS         X       DIVISION 03 00 00       CONCRETE         X       DIVISION 04 00 00       MASONRY         X       DIVISION 05 00 00       METALS         X       DIVISION 06 00 00       WOOD, PLASTICS AND COMPOSITES         X       DIVISION 07 00 00       THERMAL AND MOISTURE PROTECTION         X       DIVISION 08 00 00       OPENINGS         X       DIVISION 10 00 00       FINISHES         X       DIVISION 27 00 00       COMMUNICATIONS         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 25 00 00       INTEGRATED AUTOMATION         X       DIVISION 27 00 00       COMMUNICATIONS         X       DIVISION 12 00 00       ELECTRICAL         X       DIVISION 28 00 00       ELECTRICAL         X       DIVISION 27 00 00       COMMUNICATIONS         X       DIVISION 12 00 00       EARTHWORK         X       DIVISION 13 00 00       EARTHWORK         X       DIVISION 14 00 00       PROCESS INTEGRATION						
REFERENCES						
REFERENCE #1						
	Project:	Thompson Middle School -	Renovations and Addi	tions		
Agency/Fi	Agency/Firm Name: Craig Lamp School District 303 Title: Construction Owner's			on Owner's Rep		
Phone: 331.228.5394 Email Address: craig.lamp@d303.org			@d303.org			
REFERENCE #2						
	Project: MB Financial - Branch Renovations					
Agency/Fi	Firm Name: Tracey Ernst MB Financial Title: VP of Construction Mgmt				truction Mgmt	
Phone: 847.653.2417 Email Address: ternst@mbfinancial.con				financial.com		

#### PLEASE ATTACH RESUME

# ROBERT RICHARDS





#### **PROFILE**

Robert Richards began with K.R. Miller Contractors, Inc. in 1999. With over 25 years in the construction industry, Mr. Richards has successfully estimated, managed and completed projects in accordance with contract documents, within budget and time constraints. He has also estimated and managed multiple projects utilizing the Job Order Contracting process. Mr. Richards has also successfully completed a 30/hr. Occupational Safety and Health training course in Construction Safety and Health.

	FVDFD	
	EXPER	

Board of Education of the City of Chicago Chicago, Illinois Ronald Amundsen High School - 2010 \$ 3,612,896 ADA Upgrades, elevator addition, and complete door replacement Spencer Academy – JOC – 2008 \$ 2,719,301 ADA toilet room upgrades, lighting upgrades, wheelchair lift, finishes including new doors and hardware · Stephen K. Hayt Elementary School \$ 2,054,300 ADA upgrades including elevator and access lift and new generator Oriole Park School – 2013 \$ 1,544,700 Building envelope restoration Helen Pierce School – 2014 \$ 1,084,000 ADA upgrades, MEP upgrades, and site work improvements · Lane Tech High School - 2010 \$ 1,013,008 Natorium and locker room renovations Prosser Career Academy – 2013 829,000 Building envelope restoration John Hay Community Academy – JOC – 2011 700,501 New turf soccer field May Academy – JOC – 2011 207,990 New turf soccer field Chicago High School for the Arts - JOC - 2012 127,350 HVAC upgrades, envelope repairs, site work Illinois State Toll Highway Authority Chicago, Illinois New Elgin Toll Plaza \$ 8,200,000 New plaza including walkway overpass **MB** Financial Chicago, Illinois

#### EDUCATION OSHA 30-Hour Training

LICENSES AND CERTIFICATIONS
OSHA 30-Hour Training

### University of Illinois at Chicago Chicago, Illinois

North Loop Branch Renovations – 2017

Ontario Street Branch Renovations – 2017

Renovation of occupied branch bank in multiple phases

Renovation of occupied branch bank in multiple phases

• PARCS Upgrades – 2016 \$3,675,000

New parking access and controls throughout campus

#### St. Charles School District 303

St. Charles, Illinois

Thompson Middle School – 2017-2018
 Various renovations, building additions, and site work

\$37,000,000

657,000

417,000

K.R. Miller Contractors, Inc. Resume for Form B - Key Personnel Page 1 of 1

# **FORM B - KEY PERSONNEL**

Please complete a form for each Key Personnel.

KEY PERSONNEL					
Role:	□ Project Manager (or Project Lead for Class D&E General Contractors) □ Scheduler □ Superintendent □ MEP Coordinator □ Safety Manager □ Quality Control Manager ☒ Sustainability Coordinator				
Name:	Ken All	en			
Title:	Archite	ct LEED AP BD & C			
			Number of years wi	ith the firm:	16 years
		Number of ye	ars with experience in th	is capacity:	21 years
Project Type: (Plea	ase check a	I experience that applies to the individu	ual who will be dedicated to th	is project.)	
X   DIVISION 02 00 00   X   DIVISION 03 00 00   X   DIVISION 04 00 00   X   DIVISION 06 00 00   X   DIVISION 07 00 00   X   DIVISION 08 00 00   X   DIVISION 10 00 00   X   DIVISION 11 00 00   X   DIVISION 12 00 00   X   DIVISION 13 00   X   DIVISION 13 00 00   X   DIVISI	X       DIVISION 02 00 00       EXISTING CONDITIONS         X       DIVISION 03 00 00       CONCRETE         X       DIVISION 04 00 00       MASONRY         X       DIVISION 05 00 00       METALS         X       DIVISION 06 00 00       WOOD, PLASTICS AND COMPOSITES         X       DIVISION 07 00 00       THERMAL AND MOISTURE PROTECTION         X       DIVISION 08 00 00       OPENINGS         X       DIVISION 09 00 00       FINISHES         X       DIVISION 10 00 00       SPECIAL TIES         X       DIVISION 12 00 00       FURNISHINGS         X       DIVISION 12 00 00       FURNISHINGS         X       DIVISION 13 00 00       SPECIAL CONSTRUCTION     DIVISION 13 00 00  ELECTRICAL  DIVISION 20 00 00  HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)  DIVISION 25 00 00  INTEGRATED AUTOMATION  DIVISION 26 00 00  ELECTRICAL  DIVISION 25 00 00  INTEGRATED AUTOMATION  DIVISION 27 00 00  COMMUNICATIONS  DIVISION 28 00 00  ELECTRICAL  DIVISION 27 00 00  COMMUNICATIONS  DIVISION 31 00 00  EARTHWORK  DIVISION 31 00 00  EXTERIOR IMPROVEMENTS         X       DIVISION 33 00 00  UTILITIES				
		REFERE	NCES		
REFERENCE #1					
	Project:	Southewest Area School			
Agency/Fir	m Name:	HJ Kessler Associates/ Helen Kessler	Title:	Principal	
Phone: 773.973.6467		Email Address:	hjkessler@hjk	esslerassociates.com	
REFERENCE #2					
	Project:	Coonley Elementary School	ol		
Agency/Fir	m Name:	PBC/Deeta Bernstein	Title:	Sustainab	ility Manager
Phone: 312.744.3090 Email Address: deeta.bernstein@d			tein@cityofchicago.org		

### PLEASE ATTACH RESUME

#### Kenneth R. Allen / Associate / Architect LEED AP BD+C

Ken Allen brings 23 years of diverse project experience in both new construction and renovation to AltusWorks, augmenting our team with his technical knowledge and innovative ideas. Ken has designed and managed a wide range of project types including educational, commercial, and residential, and has worked with both public and private clients. One of his great strengths is in efficient construction documentation that clearly communicates the project design intent and eases permitting and construction.

# RÉSUMÉ



#### Summary of Experience

22 years practicing architecture

#### ducation

Master of Architecture University of Illinois at Urbana-Champaign, 1993

Bachelor of Science in Architectural Studies University of Illinois at Urbana-Champaign, 1991

#### Professional registration

Illinois No. 001-016147, 1996 LEED AP BD+C 2013

#### Affillations and memberships

Association of Preservation Technology

Construction History Society of America

Landmarks Illinois

National Trust for Historic Preservation

US-International Council on Monuments and Sites

U.S. Green Building Council

#### PROJECT EXPERIENCE

#### LEED COORDINATION

COONLEY ELEMENTARY SCHOOL – Chicago, Illinois, 2014-15
LEED AP for General Contractor for elementary school addition. Reviewed contractor submittals, prepared monthly reports for the Public Building Commission of Chicago, prepared final LEED templates and backup documentation.

SOUTHWEST AREA ELEMENTARY SCHOOL – Chicago, Illinois, 2015-present LEED AP for General Contractor for new elementary school . Reviewed contractor submittals, prepared monthly reports for the Public Building Commission of Chicago, prepared final LEED templates and backup documentation.

#### FACILITY ANALYSIS, PLANNING, & MANAGEMENT

CHICAGO PUBLIC SCHOOLS PEER REVIEW SERVICES—Chicago, Illinois, 2011 & 12 Review of Contract Documents for PBC commissioned additions to three Elementary Schools by three different Architects for compliance with CPS Design Guidelines.

NEW PLAN LEARNING CENTER —Chicago, Illinois 2012-2014
Assisted the potential new charter schools in the assessment and feasibility study of multiple existing facilities for reuse as Chicago Public Schools charter schools for 2012 and 2014 applications.

#### ARCHITECTURE

EDGEBROOK ELEMENTARY SCHOOL – Chicago, Illinois 2009 Project Manager for the Public Bullding Commission of Chicago project. 35,000 s.f. LEED Silver addition to an existing school including classrooms, science lab, dining hall, new sustainable site features, and green roof construction. (DBB)

#### RENOVATION

CHICAGO PUBLIC SCHOOLS, ADDAMS ELEMENTARY, – Chicago, Illinois 2015 Project Manager for an exterior renovation including primarily window replacement and plaster repairs, installation of new window air conditioning units and localized masonry and lintel repair. (DBB)

PUBLIC BUILDING COMMISSION, SCHOOL IMPROVEMENT PROGRAM - Chicago, Illinois 2013

Designer on two Design-Build teams for the implementation of \$6.6M of school repair work at four elementary schools during a 6-week period as part of the historic Chicago Public School closures and consolation of 2013 totaling \$220M in work focused on air conditioning, heating system and envelope leak repairs, general accessibility and student accommodations, new hot mobile food service lines, new program spaces, and repairing interior finishes.

CHICAGO PUBLIC SCHOOLS, LEE ELEMENTARY, – Chicago, Illinois 2011 Project Manager for assessment, close-up visual examination, construction documents and construction administration for \$3.2M concrete and masonry repair project including full mechanical system upgrade, new chiller, toilet rooms, lighting, and fire separation upgrades. (DBB)

UNIVERSITY OF CHICAGO, SCHOOL OF SOCIAL SERVICE.—Chicago, Illinois 2010 Project Architect for restroom expansion and accessibility improvements to the public lobby of a Mies van der Rohe educational building. (DBB)

CHICAGO PUBLIC SCHOOLS, SCHUBERT ELEMENTARY, —Chicago, Illinois 2010 Project Architect for a \$4.6M Major Capital Renovation on a accelerated schedule and consisting of masonry restoration, window replacement, roof repair/replacement, interior plaster repair, first floor accessibility and vertical circulation, site improvements and new fire alarm and System I emergency system. (DBB)

#### **ENVELOPE EVALUATION AND REPAIR**

CITY COLLEGES OF CHICAGO – Chicago, Illinois, 2014-present Envelope rehabilitation seeking LEED EBOM through repairs, systems replacement and additive elements in order to augment the performance at two Miesian-style buildings.

#### **ACCESSIBILITY**

UNIVERSITY OF CHICAGO, HASKELL HALL ADA SURVEY – Chicago, Illinois, 2010 ADA survey and report to review readily achievable barrier removal in a three-story building that houses the Department of Anthropology.

ALTUSWORKS ...

TEL 273 545 1870

FAX 771 545 1898

WWW ALTUSWORKS COM

I.

II.

HISTORY AND OWNER	RSHIP OF RESPONDENT FIRM		
this Disclosure Affidavit		s with the Public Building Commiss he Contractor is a joint venture, the e Affidavit.	
The undersigned Mich	nael Cwienkala , as	S Vice President	
	Name		Title
	Miller Contractors, Inc. ondent or Contractor") having bee	en duly sworn under oath certifies the	e following:
	RE	SPONDENT	
Name of Firm:	K.R. Miller Contractor	rs, Inc.	
Address:	1624 Colonial Parkwa	ay	
City/State/Zip:	Inverness, IL 60067		
Telephone:	312.432.1070	Facsimile:	847.358.6504
FEIN:	36-3803715	SSN:	
Email:	Keith.Miller@krmiller.	com	
Nature of Transaction	n:		
☐ Sale or p	ourchase of land		
	ction Contract		
	onal Services Agreement		
DISCLOSURE OF OWN	NERSHIP INTERESTS		
all Bidders/Propos	sers shall provide the following	mmissioners of the Public Buildin information with their Bid/Propos answer is none, please answer "	al. If the question is not
☑ Corp	poration	Limited Liability Com	pany
☐ Part	tnership	☐ Limited Liability Partn	ership
☐ Sole	☐ Sole Proprietorship ☐ Not-for-profit Corporation		
☐ Join	t Venture	Other:	

#### A. CORPORATIONS AND LLC'S

		State	of Incorporation o	r Organization:	Illinois
If outside of Illinois, is your firm authorized to conduct business in the State O			tate Of Illinois:	☐ Yes ☐ No	
City/State/ZIP:					
Telephone:					
Identify the names of all (Please attach list if neces		directors of the b	usiness entity.		
	Name			Title	
Keith R. Miller			Presi	dent/Treasure	r
James Heidorn			Senio	or Vice Preside	ent
Michael Cwienkala			Vice	President	
Susan Miller			Secre	etary	
Identify all shareholders (Please attach list if neces					y.
Name		A	ddress		rcentage
Keith R. Miller		1624 Colonial Parkway, Inverness, IL 60067		067	100 %
					%
				%	
LLC's only, indicate Man	agement Typ	e and Name:			
☐ Member-managed		ager-managed	Name:		
Is the corporation or LLC corporations or legal ent		ally or completely	y by one or more ot	her	☐ Yes 🗶 No
If yes, please provide the with a beneficial ownersh example, if Corporation B Corporation B must comp which owns 50% of Corpo	above informa ip interest of 3 owns 15% lete a Disclos	7.5% or more in to of Corporation A, ure Affidavit. If Co	he corporation contr and Corporation A orporation B is owne	acting in the PBC is contracting v d by Corporation	C is disclosed. For with the PBC, then s C and D, each of

#### B. PARTNERSHIPS

If the bidder/proposer or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether General Partner (GP) or Limited Partner (LP).		
Name	Туре	Ownership Interest Percentage
		%
		%
9		%
		%
		%

#### C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:			
		☐ Yes ☐ No	
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the a or nominee holds such interest.		al(s) for whom the agent	
1	Name of Principal(s)		
If the interest of a spouse or any other party state the name and address of such person which such control is being or may be exerc	or entity possessing such control and		
Name	Address		

#### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

- The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, 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:
  - a. 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
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
- 2. The Contractor or agent, partner, employee or officer of the Contractor 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<sup>2</sup> 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 Submission of this bid, proposal or response.
- 3. The Contractor or any agent, partner, employee, or officer of the Contractor 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<sup>4</sup> 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.
- 4. The Contractor 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.
- 5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. 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;
  - c. 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 in paragraph (5)(b) above; and
  - d. 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. SUBCONTRACTORS**

- 1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor 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 Contractor, 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 described as prohibited in this document; (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 in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
- 2. The Contractor 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 Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, 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 as prohibited in this document of 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 as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
- 3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
- 4. The Contractor 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 Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor 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 Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

#### C. STATE TAX DELINQUENCIES

- The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor 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 Contractor 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 Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

PBC: Book 1\_RFP for Job Order Contracting Services K.R. Miller Contractors, Inc. Tiers 1,2,3

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.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) 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

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages 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.

#### E. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

#### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

- The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
- 2. If the Contractor 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.

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

A. Neither the Contractor nor any affiliated entity of the Contractor 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 Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages 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, Contractor 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.
- C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

#### INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor 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 Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

#### **VERIFICATION**

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor 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 PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance,

50 W. Washington, Room 200, Chicago, IL 60602. Signature of Authorized Officer Michael Cwienkala Name of Authorized Officer (Print or Type) Vice President Title 312.432.1070 Telephone Number Illinois Cook

State of County of

Signed and sworn to before me on this 19th day of October , 20 18 by

Angela M. Campos (Name) as Administrative Assistant(Title) of

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

ola m Notary Public Signature and Seal

> "OFFICIAL SEAL" Angela M Campos Notary Public, State of Illinois My Commission Expires 7/22/2019

# CONSENT OF THE SOLE DIRECTOR OF K.R. MILLER CONTRACTORS, INC.

The undersigned being the sole director of K.R. Miller Contractors, Inc., an Illinois corporation (the "Corporation"), pursuant to Section 8.45 of the Illinois Business Corporation Act of 1983, as amended, hereby waives notice of the annual meeting of the director of the Corporation, and does hereby consent in writing to the adoption of the following resolutions:

**RESOLVED**, that all actions taken, all contracts entered into and all matters and things done by the officers of the Corporation in the general conduct of the business of the Corporation, from the date of the last annual meeting of the director to the present, shall be, and they hereby are, in all respects, fully approved, adopted, ratified and confirmed.

**FURTHER RESOLVED**, that the following persons are here by elected to the offices of the Corporation set opposite their names, to serve until the next annual meeting of the director, or until their successor(s) are elected and shall have qualified:

Keith R. Miller James Heidorn Michael Cwienkala Susan Miller President/Treasurer Senior Vice President Vice President Secretary

Effective as of January 1, 2015

Keith R. Miller

Being the Corporation President/Treasurer

# FORM D - LEGAL ACTIONS

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# **FORM D - LEGAL ACTIONS**

#### I. LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

Question	Yes	No
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?		X
Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?		X
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		X
Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?		
Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?		X
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?		X
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?		X
Has the firm or venture ever failed to complete any work awarded to it?		X

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

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

K.R. MILLER CONTRACTORS, INC. 1624 COLONIAL PARKWAY INVERNESS IL 60067-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04382

CERTIFICATE NUMBER: GC04382-15

FEE:

\$ 2000

DATE ISSUED:

04/04/2018

DATE EXPIRES:

05/05/2019

# THIS LICENSE IS NON-TRANSFERABLE

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

Rahm Emanuel

ım Emanuel Mayor Judith Frydlan Commissioner

K.R. Miller Contractors, Inc. Tab 4 Attachments Page 5 of 7



K.R. Miller Contractors, Inc. Tab 4 Attachments Page 4 of 7

# FORM H - CONTRACTOR'S PROPOSAL

#### FORM H: CONTRACTOR'S PROPOSAL

The Contractor hereby acknowledges receipt of the all Contract documents for Contract No. PS3012, including, but not limited to:
a) Book 1 – Request for Proposal, Project Information, Instructions to Proposers, and Execution Documents, b) Book 2 – Standard Terms and Conditions, c) Book 3 – Construction Task Catalog®, d) Book 4 – Technical Specifications, and e) Addenda Nos. (None unless indicated below)

Addendum No.	Date of Addendum
1	September 25, 2018
2	October 11, 2018
3	October 12, 2018

#### FORM I - PROPOSED ADJUSTMENT FACTORS

#### **FORM I: PROPOSED ADJUSTMENT FACTORS - TIER 3**

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Greater than \$1,000,000.01, Normal Working Hours	0 . 9 4 4 7	.50	<u>0</u> . <u>4</u> <u>7</u> <u>2</u> <u>4</u>
2.	For Projects Greater than and \$1,000,000.01, Other than Normal Working Hours	<u>0</u> . <u>9</u> <u>4</u> <u>4</u> <u>7</u>	.30	<u>0 · 2 8 3 4</u>
3.	Non Pre-priced: For Non Pre-priced Work	1.1047	.20	_0 . 2 _2 _0 _9
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			0.9767

#### Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

#### FORM J - AWARD CRITERIA FIGURE

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

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

#### 1. Instructions

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

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

#### 2. Award Criteria Figure Formula

Line 1.	Total Base Proposal (Refer to Line 9 of FORM I - PROPOSED ADJUSTMENT FACTORS), in figures	TBD
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	TBD
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	0.10
Line 5.	Multiply Line 4 by Line 1 by 0.03	TBD
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	TBD
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	.01
Line 9.	Multiply Line 8 by Line 1 by 0.04	TBD
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	.01

PBC: Book 1\_RFP for Job Order Contracting Services K.R. Miller Contractors, Inc. Tiers 1,2,3

Line 11.	Multiply Line 10 by Line 1 by 0.03	TBD
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	.01
Line 13.	Multiply Line 12 by Line 1 by 0.01	TBD
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	TBD
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	TBD
	Award Criteria Figure \$	N/A

(Insert Line 15 of Award Criteria Formula to Line 10 on Form I - Proposed Adjustment Factors):

#### 3. Community Hiring Bonuses

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

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

#### **Definitions**

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

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Book 2.

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

#### 4. Liquidated Damages

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

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

 For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

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

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

> Line 1 x 03 100

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

 For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

Line 1 x 01

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- Liquidated Damages, if any, will be calculated and assessed on the total amount of the Contract at the end of the Term.
- e. Liquidated damages, if any, will be calculated for the last pay requests, if possible, reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- f. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

#### 5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- The classification "White" includes person of Indo-European descent.
- The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

#### 6. Major Trades

Asbestos Workers

**Boiler Makers** 

Bricklayers Carpenters

Cement Masons Electricians

**Elevator Construction** 

Glaziers Machinists

Machinery Movers

Ornamental Iron Workers

Lathers

**Operating Engineers** 

Painters

Pile Driver Mechanics

Pipe Fitters/Steam Fitters

Plasterers Plumbers Roofers

**Sheet Metal Workers** 

Sprinkler Fitters

Technical Engineers

Truck Drivers

**Tuck Pointers** 

For approval of other trades for consideration in the Award Criteria Figure formula, written approval should be requested from the Commission.

# FORM K - ACCEPTANCE

A.	PROPOSAL ACCEPTANCE	
	IN WITNESS WHEREOF, the parties hereto have caused this iday and year first above written.	nstrument to be executed in two (2) original counterparts the
(	PUBLIC BUILDING COMMISSION OF CHICAGO  Lori Ann Lypson Secretary  CONTRACTING PARTY	Mayor Rahm Emmanuel, Chairman
	. 1/6	1624 Colonial Play, Invalors, IL 6006
	IF A CORPORATION:	
	Name: KEITH E. MILLER	
	Title: Signature: ATTEST BY:  IF A PARTNERSHIP:	SusanWiller
	Partner (Signature)	Address
	Partner (Signature)	Address
	Partner (Signature)  IF A SOLE PROPRIETORSHIP:	Address
	Signature	Address
	NOTARY PUBLIC	
	County of COOK State of \\	
	Subscribed and sworn to before me on this	"OFFICIAL SEAL" Angela M Campos Notary Public, State of Illinois My Commission Expires 7/22/2019
	APPROVED AS TO FORM AND LEGALITY  Neal & Leroy, LLC  Date:	20-2019

# FORM L - AFFIDAVIT OF NON-COLLUSION

## **Affidavit Of Non-collusion**

STA	ATE OF ILLINOIS }	
CO	} SS UNTY OF COOK }	
	Keith R. Miller	_, being first duly sworn, deposes and says that:
(1)	He/She is President/Owner	
	(Owner, Partner, Officer, Representative or Agent) of K.R. Miller Contractors, Inc.	
	the Bidder that has submitted the attached Bid;	,
(2)	That Bidder is fully informed respecting the preparation and circumstances respecting such Bid;	contents of the attached Bid and of all pertinent
(3)	Such Bid is genuine and is not a collusive or sham bid;	
(4)	been submitted or to refrain from bidding in connection with sought by agreement or collusion or communication or con	nspired, or agreed, directly or indirectly, with any other connection with the Contract for which the attached bid has a such Contract, or has in any manner, directly or indirectly, ference with any other Bidder, firm, or person to fix the price or to fix any overhead, profit, or cost element of the bid price spiracy, connivance or unlawful agreement any advantage
(5)	The price or prices quoted in the attached Bid are fair and p connivance, or unlawful agreement on the part of the Bidde or parties in interest, including this affiant.	
(6) (Sig	The Bidder is not barred from bidding as a result of having rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Vined)	
_	Keith R. Miller - President	
(Title		ctober 20 18
	ngiam langer	
	gela M. Campos - Notary	
(Title	Commission expires:	"OFFICIAL SEAL" Angela M Campos otary Public, State of Illinois ommission Expires 7/22/2019

# Not Applicable

# FORM M - JOINT VENTURE AFFIDAVIT

Joint Venture Affidavit (1 of 3)

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

Α.	Nar	ne of joint venture
В.	Add	dress of joint venture
C.	Pho	one number of joint venture
D.	lder	ntify the firms that comprise the joint venture
	1.	Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)
	2.	Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
E.,	Nat	ure of joint venture's business
F.	Pro	vide a copy of the joint venture agreement.
G.	Owi	nership: What percentage of the joint venture is claimed to be owned by MBE/WBE?%
H.	Spe	cify as to:
	1.	Profit and loss sharing%
	2.	Capital contributions, including equipment%
	3.	Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

# FORM M - SCHEDULE B - JOINT VENTURE AFFIDAVIT

## SCHEDULE B - Joint Venture Affidavit (2 of 3)

Co	ntrol c	of and participation in this Contract: Identify by name, race, sex, and "firm" those ind	ividuals (and their title
who	o are	responsible for day-to-day management and policy decision making, including, but is sponsibility for:	
1.	Fina	ancial decisions	
2.	Mar	agement decisions such as:	
	a.	Estimating	
	b.	Marketing and Sales	
	C.	Hiring and firing of management personnel	
	d.	Other	
3.	Puro	chasing of major items or supplies	
4.	Sup	ervision of field operations	
5.	Sup	ervision of office personnel	
6.	will l	cribe the financial controls of the joint venture, e.g., will a separate cost center be est be responsible for keeping the books; how will the expense therefor be reimbursed; the urer to commit or obligate the other. Describe the estimated contract cash flow for ea	ne authority of each join
7.		e approximate number of operational personnel, their craft and positions, and whethe e majority firm or the joint venture.	r they will be employee
Ple	ase st	ate any material facts of additional information pertinent to the control and structure of	this joint venture.

#### FORM M - SCHEDULE B - JOINT VENTURE AFFIDAVIT

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

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

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

Name of Joint Venturer	Name of Joint Venturer
Signature	Signature
Name	Name
Title	Title
Date	Date
State ofCounty of	State of County of
On thisday of, 20	On this day of, 20
before me appeared (Name)	before me appeared (Name)
to me personally known, who, being duly sworn,	to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state	did execute the foregoing affidavit, and did state
that he or she was properly authorized by	that he or she was properly authorized by
(Name of Joint Venture)	(Name of Joint Venture)
to execute the affidavit and did so as his or her	to execute the affidavit and did so as his or her
free act and deed.	free act and deed.
Notary Public	Notary Public
Commission expires: (SEAL)	Commission expires: (SEAL)

#### **EXHIBIT A - INSURANCE**

The insurance requirements listed below are the minimum requirements that will be required for work issued on contracts resulting from this RFP. The actual requirements for each project will likely be higher and will be determined based on the scope and the requirements of the User Agency. Per Section II. VI. G. of this RFP, Respondent is to submit a certificate of insurance evidencing their current insurance program.

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

#### **INSURANCE TO BE PROVIDED**

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

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

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

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

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

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

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

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

#### 4) <u>Contractors Pollution Liability</u>

Contractors Pollution coverage is required with limits of not less than \$1,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or

Date of Issuance: September 11, 2018

PBC: Book 1\_RFP for Job Order Contracting Services

#### **EXHIBIT A - INSURANCE**

viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

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

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

#### 5) Professional Liability

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

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

#### 6) Builders Risk

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

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

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

#### 7) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that the General Contractor 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

#### **EXHIBIT A – INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

### **EXHIBIT A – INSURANCE**

Contractor must submit the following at the time of award:

- 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
  All required endorsements including the CG2010 and CG2037

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

Date of Issuance: September 11, 2018 PBC: Book 1\_RFP for Job Order Contracting Services



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/16/2019

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 have ADDITIONAL INSURED provisions or 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	847-303-6800	CONTACT NAME:				
Dohn & Maher Associates 4811 Emerson Avenue, Suite 102			<sub>):</sub> 847-303-6963			
Palatine, IL 60067-7416 Carl E. Dohn Jr.		E-MAIL ADDRESS: certificates@dohn.com				
Carr E. Dolli 31.		INSURER(S) AFFORDING COVERAGE	NAIC #			
£		INSURER A: The Charter Oak Fire Ins. Co.	25615			
INSURED K. R. Miller Contractors, Inc.		INSURER B: Travelers Cas Ins Co of Amer	19046			
1624 Colonial Parkway Inverness, IL 60067-4732		INSURER C: Travelers Indemnity Company	25658			
111Verness, 1L 00007-4732		INSURER D : Phoenix Insurance Company	25623			
		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 S	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
D	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	s	1,000,000
	CLAIMS-MADE X OCCUR			DT-CO-2J232012-PHX-18	04/15/2018	04/15/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	300,000
							MED EXP (Any one person)	s	10,000
							PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO			BA-2J232012-18-CNS	04/15/2018	04/15/2019	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	X HIRED ONLY X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
								\$	
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
	EXCESS LIAB CLAIMS-MADE	1 1		CUP-2J235075-18-26	04/15/2018	04/15/2019	AGGREGATE	s	10,000,000
	DED X RETENTION\$ 10000							s	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Mary reactions			X PER OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		UB-3J087754-18-26-G	04/15/2018	04/15/2019	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)	""					E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Leased/Rented Eq			QT-660-3J544263	04/15/2018	04/15/2019	Limit		202,000
Α	Installation Floa			QT-660-3J544263	04/15/2018	04/15/2019	Limit		100,000
							D#		

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

Re: Contract #PS3012P, JOC Services, Tier 3 - Projects Greater Than \$1,000,000.01. The following are included as Additional Insureds to General Liability (coverage form attached), Auto and Umbrella coverage as required by written contract with respects to work performed by the Named Insured: See attached.

CERTIF	CATE	HOLDER	120

PUBLIC5

**Public Building Commission APPROVED** of Chicago

50 West Washington Room 200 ILB Chicago, IL 60602

1/28/2019

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** 

CANCELLATION

ACORD 25 (2016/03)

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**NOTEPAD:** 

HOLDER CODE PUBLIC5

INSURED'S NAME K. R. Miller Contractors, Inc.

MILLKC1 OP ID: SM PAGE 2

Date 01/16/2019

Additional Insureds: The Public Building Commission of Chicago; The City of Chicago; The user agency and others as may be required by the Public Building Commission of Chicago.

The General Liability and Automobile Additional Insured is on a Primary and Non-Contributory basis.

A Waiver of Subrogation in favor of the Additional Insureds is included under the General Liability, Automobile and Workers Compensation coverage as required by written contract.

Umbrella liability coverage is following form.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/16/2019

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 endors	seme	nt(s)		,						
PRODUCER				CONTA NAME:	СТ				and the first	
Dohn & Maher Associates 4811 Emerson Avenue, Suite 102				PHONE (A/C, No	o, Ext): 847-30	3-6800		FAX (A/C, No):	847-3	03-6963
Palatine, IL 60067-7416					ss: certifica		com			
Carl E. Dohn Jr.							RDING COVERAGE			NAIC#
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INSURED K. R. Miller Contractors, I	nc.					oriodii E	ao mo oo			07002
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							PRODUCTS - COM		\$	
OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE	LIMAT	*	
						ŧ	(Ea accident)		\$	
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AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDE	-	\$	
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If yes, describe under									76301	
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Page 4 of 20

**NOTEPAD:** 

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INSURED'S NAME K. R. Miller Contractors, Inc.

MILLKC1 OP ID: SM PAGE 2

Date 01/16/2019

Additional Insureds: Public Building Commission of Chicago; The City of Chicago; The user agency and others as may be required by the Public Building Commission of Chicago.



# **EVIDENCE OF PROPERTY INSURANCE** THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE

DATE (MM/DD/YYYY) 01/16/2019

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ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER			IWEEN THE
AGENCY PHONE (A/C, No, Ext): 847-303-6800	COMPANY		
Dohn & Maher Associates	The Traveler's Companies		
4811 Emerson Avenue, Suite 102	215 Shuman Blvd.		
Palatine, IL 60067-7416	Naperville, IL 60563-8458	*	
Carl E. Dohn Jr.			
FAX (A/C, No):847-303-6963			
CODE: 0122 SUB CODE:			
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COVERAGE INFORMATION  COVERAGE / PERILS / FORMS  Builders Risk - Completed Value Transit Temporary Storage Existing Structure		AMOUNT OF INSURANCE \$6,000,000	\$5,000
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ACORD 27 (2009/12)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

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

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:
  - (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - (a) The Additional Insured Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

- (3) If neither Paragraph (1) nor (2) above applies:
  - (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
  - (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

#### COMMERCIAL GENERAL LIABILITY

- The insurance provided to the additional insured by this endorsement is limited as follows:
  - If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III - Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

- and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- 4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
- The following is added to the DEFINITIONS Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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### COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Aircraft Chartered With Pilot
- B. Damage To Premises Rented To You
- C. Increased Supplementary Payments
- D. Incidental Medical Malpractice
- E. Who Is An Insured Newly Acquired Or Formed Organizations
- Who Is An Insured Broadened Named Insured Unnamed Subsidiaries
- G. Blanket Additional Insured Owners, Managers Or Lessors Of Premises

- H. Blanket Additional Insured Lessors Of Leased Equipment
- Blanket Additional Insured States Or Political Subdivisions – Permits
- J. Knowledge And Notice Of Occurrence Or Offense
- K. Unintentional Omission
- L. Blanket Waiver Of Subrogation
- M. Amended Bodily Injury Definition
- N. Contractual Liability Railroads

### **PROVISIONS**

### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

### B. DAMAGE TO PREMISES RENTED TO YOU

- The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
- The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

### INJURY AND PROPERTY DAMAGE LI-ABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III - LIMITS OF INSURANCE.



 The following replaces Paragraph 6. of SEC-TION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
- The following replaces Paragraph a. of the definition of "insured contract" in the DEFINI-TIONS Section:
  - A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
- 6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:
  - (b) That is insurance for "premises damage"; or
- Paragraph 4.b.(1)(c) of SECTION IV COMMERCIAL GENERAL LIABILITY CON-DITIONS is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

- The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVER-AGES A AND B of SECTION I – COVER-AGE:
  - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVER-AGES A AND B of SECTION I – COVER-AGES:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### D. INCIDENTAL MEDICAL MALPRACTICE

 The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:
  - For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
- The following exclusion is added to Paragraph 2., Exclusions, of SECTION I COVERAGES COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

### Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II — Who Is An Insured.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

- 4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:
- a. Coverage under this provision is afforded only:
  - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
  - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.
- F. WHO IS AN INSURED BROADENED NAMED INSURED UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

### G. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or noncontributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

### COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCUR-RENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
  - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such ' "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or
- (iii) An executive officer or director of any other organization;
- that is your partner, joint venture member or manager; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:



### COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

 "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY - RAILROADS

- The following replaces Paragraph c. of the definition of "insured contract" in the DEFINI-TIONS Section:
  - c. Any easement or license agreement;
- Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following: BUSINESS AUTO COVERAGE FORM

### **PROVISIONS**

 The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

K. R. Miller Contractors, Inc. Policy #BA-2J232012-18-CNS

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **BUSINESS AUTO EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM** 

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- **B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE – INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE GLASS

### **PROVISIONS**

### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

- H. HIRED AUTO PHYSICAL DAMAGE LOSS OF USE – INCREASED LIMIT
- I. PHYSICAL DAMAGE TRANSPORTATION EXPENSES – INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

### C. EMPLOYEE HIRED AUTO

 The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COV-ERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSI-NESS AUTO CONDITIONS:
  - b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
    - (1) Any covered "auto" you lease, hire, rent or borrow; and
    - (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- E. SUPPLEMENTARY PAYMENTS INCREASED LIMITS
  - The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (2) Up to \$3,000 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.
  - The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABIL-ITY COVERAGE:
    - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.
- F. HIRED AUTO LIMITED WORLDWIDE COV-ERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV — BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
  - (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
  - (ii) Neither you nor any other involved "insured" will make any settlement without our consent.
  - (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
  - (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE.
  - (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
- (b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.
- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.



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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

 PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III – PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

### J. PERSONAL PROPERTY

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III – PHYSICAL DAMAGE COVERAGE:

### Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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Page 3 of 4

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



001692



### WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3J087754-18-26-G

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

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

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

### SCHEDULE

**DESIGNATED PERSON:** 

### DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

DATE OF ISSUE: 04-15-18

ST ASSIGN:

PAGE 1 OF 1

### EXHIBIT B - SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

Name of Project:		
Project Number:		
FROM:		
	MBE	WBE
(Name of MBE or WBE)		
TO:		
and Public Bui	ding Commissi	on of Chicago
(Name of Bidder)		
The undersigned intends to perform work in connection	on with the abo	ove-referenced project as (check one):
a Sole Proprietor		a Corporation
a Partnership		a Joint Venture
The MBE/WBE status of the undersigned is confire	ned by the atta	ached Letter of Certification, dated
In addition, in the case MBE/WBE firm, a Schedule B, Join	where the unon the vertical which was the whole where the whole whole where the whole whol	dersigned is a Joint Venture with a non- davit, is provided.
The undersigned is prepared to provide the following described in connection with the	cribed services above-named p	s or supply the following described goods project.
The above-described services or goods are offered for the the Contract	e following prid Documents.	ce, with terms of payment as stipulated in

### EXHIBIT B - SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

PARTIAL PAY ITEMS For any of the above items that are partial pay item	ns, specifically describe the work and subcontract dollar amount:
If more space is needed to fully describe the MBE/additional sheet(s).	/WBE firm's proposed scope of work and/or payment schedule, attach
	BE subcontract will be sublet to non-MBE/WBE contractors. BE subcontract will be sublet to MBE/WBE contractors.
If MBE/WBE subcontractor will not be sub-subconfilled in each blank above. If more than 10% percessiblet, a brief explanation and description of the w	tracting any of the work described in this Schedule, a zero (0) must be ent of the value of the MBE/WBE subcontractor's scope of work will be york to be sublet must be provided.
The Undersigned (Contractor) will enter into a form execution of a contract with the Public Building Co of a notice of Contract award from the Commission	nal agreement for the above work with the Bidder, conditioned upon its mmission of Chicago, and will do so within five (5) working days of receipt n.
used in the performance of this contract, meet the policy, codes, state, federal or local laws, rules or I	of its knowledge and belief that it, its principals and any subcontractors Agency requirements and have not violated any City or Sister Agency regulations and have not been subject to any debarment, suspension or cy. Additionally, if at any time the Contractor becomes aware of such Commission.
BY:	
Name of MBE/WBE Firm (Print)	Signature
Date	Name (Print)
Phone	
IF APPLICABLE: BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print) MBE WBE Non-MBE/WBE
Phone	

### EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)			
Name of Project:			
STATE OF ILLINOIS } }SS COUNTY OF COOK }			
In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the			
Title and duly authorized representative of			
Name of General Contractor whose address is			
in the City of, State of and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.			

Name of MBE/WBE Contractor  Type of Work to be Done in Accordance with Schedule C	Type of Work to be Done in	Dollar Credit Toward MBE/WBE Goals	
	MBE	WBE	
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
	Total Net MBE/WBE Credit	\$	\$
Percent of Total Base Proposal %		%	

The General Contractor may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

### EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

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

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

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

BY:	
Name of Contractor (Print)	Signature
Date	Name (Print)
Phone	
IF APPLICABLE:	
BY:	
Joint Venture Partner (Print)	Signature
Date	Name (Print)
Phone/FAX	MBE WBE Non-MBE/WBE

### EXHIBIT D - REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

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

Date:	
{Insert Executive Director Name}, Executive Director Name}, Executive Dublic Building Commission of Chicago Richard J. Daley Center 50 W. Washington Street, Room 200 Chicago, IL 60602	
Dear {Insert Executive Director Name}	
RE: Contract No.	
Project Title:	
provisions. The undersigned certifies to certified as MBE/WBE to perform work the Minority/Women Business Enterprise.	e undersigned hereby requests a waiver/partial waiver from the MBE/WBE that it/we has/have been diligent in our attempt to identify potential subcontractors in this project, that such efforts have not been successful, and that it/we cannot meet se contract goal. These efforts are described below and are consistent with the MBE/WBE Program as detailed in Section 23.01.7 as follows:
Documentation attached: yes	no
Based on the information provided abo	ove, we request consideration of this waiver request.
Sincerely,	
Signature	_
Print Name	
Title	_
Name of Firm	_

### **EXHIBIT E - DISCLOSURE OF RETAINED PARTIES**

### **Disclosure of Retained Parties**

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

### A. Definitions and Disclosure Requirements

- As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
- 3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

### B. Certification

Cor	ontractor hereby certifies as follows:	
1.	This Disclosure relates to the following transaction: TSC PS3012	
	a. Description of goods or services to be provided under Contract	
	JOB ORDER CONTRACTING SERVICES	
2.	Name of Contractor: K.R. MILLER CONTRACTORS, INC.	
3.	B. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or connection with the contract or lease is listed below. Attach additional pages if necessary.	
	Check here if no such persons have been retained or are anticipated to be retained:	
Ret	etained Parties:	

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
		1	

### **EXHIBIT E - DISCLOSURE OF RETAINED PARTIES**

- 4. The Contractor understands and agrees as follows:
  - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
  - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

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

Signature Control of the state	
MICHAEL CWIENKALA  Name (Type or Print)	Title
Subscribed and sworn to before me this let day of Repeated, 20 Notary Public Augela M. Campol Commission expires: 722/2019	(SEAL)  "OFFICIAL SEAL"  Angela M Campos  Notary Public, State of Illinois My Commission Expires 7/22/2019

### **EXHIBITF - PERFORMANCE AND PAYMENT BOND**

### Performance and Payment Bond

BOND NO. SPECIMEN	Contract No. SPECIMEN
KNOW ALL MEN BY THESE PRESENTS, that we	*
	,
with offices in the State of	
as <u>Corporate</u> Principal, and	
a corporation organized and existing under the laws of the State of	, with offices in the State of
Illinois as Surety, are held and firmly bound unto the Public Building Commission	ion of Chicago, hereinafter called
"Commission", in the penal sum of	Dollars
(\$) for the payment of which sum well and truly	to be made, we bind ourselves, our heirs,
executors, administrators, and successors, jointly and severally, firmly by thes	e presents.
The condition of this obligation is such, that whereas the Principal entered into	a certain Contract, hereto attached, with the
Commission, dated	rication, delignand in stallation of the

in the reference oroil ct area and other miscellaneous work collateral thereto.

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

### **EXHIBITF - PERFORMANCE AND PAYMENT BOND**

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook,
City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the
residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the
undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing
materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with
the Commission as originally executed by said Principal and the Commission as the lafter modified, and that
any such subcontractor or persons furnishing labor materials filitil ferviles materials bring suit on this Bond,
or any undertaking herein contained, in the the months in ag net the said Principal and Surety or either
of them.
It is expressing the length of and agreed that this Bond, in the penal sum of
dollars (\$), shall secure the payment of
all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

### **EXHIBITF - PERFORMANCE AND PAYMENT BOND**

day of 20_ affixed and these presents duly signed by its under	ties have executed this instrument under their several seals this the name and corporate seal of each corporate party being hereto rsigned representative pursuant to authority of its governing body.
WITNESS:	BY(Seal)
Name	BY(Seal)(Seal)
	(Seal)
Business Address	Individual Principal
City State	Partner
CORPORATE SEAL	
ATTEST:	Corporate Print pal
ВУ	BY
Secretary Title	President Title
Business Address	
	Corporate Surety
ВУ	
	Title
Business Address	CORPORATE SEAL
The rate of premium of this Bond is \$Total amount of premium charged is \$	per thousand.**

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

<sup>\*\*</sup> Must be filled in by the Corporate Surety.

### **EXHIBIT G – BOND APPROVAL**

### **Bond Approval**

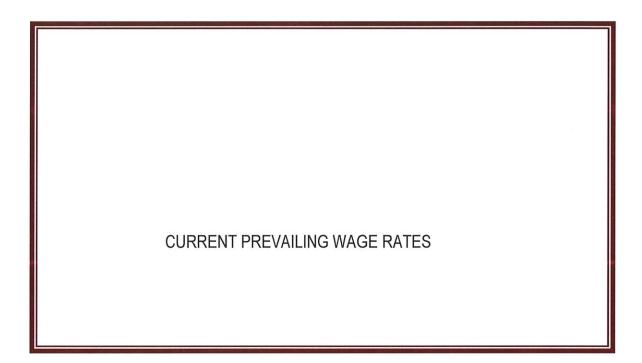
ВҮ	
{Insert Secretary Name}, Secretary Public Building Commission of Chic	

CERTIFICATE AS TO CORPORATE SEAL
Secretary of the

CORPORATE SEAL

### **EXHIBIT H - COOK COUNTY PREVAILING WAGE**

### **COOK COUNTY PREVAILING WAGE**



Prevailing Wage rates for Cook County effective Sept. 1, 2017												
Trade Title	Region	Туре	Class	Base Wage	Fore- man Wage	M-F TO	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	ALL		41.20	42.20	1.5	1.5	2	14.65	12.32	0.00	0.50
ASBESTOS ABT-MEC	ALL	BLD		37.46	39.96	1.5	1.5	2	11.62	11.06	0.00	0.72
BOILERMAKER	ALL	BLD		48.49	52.86	2	2	2	6.97	19.61	0.00	06.0
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	06.0
CARPENTER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
CEMENT MASON	ALL	ALL		44.25	46.25	2	1.5	2	14.00	17.16	0.00	0.92
<b>CERAMIC TILE FNSHER</b>	ALL	BLD		38.56	38.56	1.5	1.5	2	10.65	11.18	0.00	0.68
COMM. ELECT.	ALL	BLD		43.10	45.90	1.5	1.5	2	8.88	13.22	1.00	0.85
ELECTRIC PWR EQMT OP	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRIC PWR GRNDMAN	ALL	ALL		39.39	55.50	1.5	1.5	2	9.12	13.02	0.00	2.43
ELECTRIC PWR LINEMAN	ALL	ALL		50.50	55.50	1.5	1.5	2	11.69	16.69	0.00	3.12
ELECTRICIAN	ALL	ALL		47.40	50.40	1.5	1.5	2	14.33	16.10	1.00	1.18
<b>ELEVATOR CONSTRUCTOR</b>	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	06.0
FENCE ERECTOR	ALL	ALL		39.58	41.58	1.5	1.5	2	13.40	13.90	0.00	0.40
GLAZIER	ALL	BLD		42.45	43.95	1.5	1.5	2	14.04	20.14	0.00	0.94
HT/FROST INSULATOR	ALL	BLD		50.50	53.00	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	ALL	ALL		47.33	49.33	7	2	2	14.15	22.39	0.00	0.35
LABORER	ALL	ALL		41.20	41.95	1.5	1.5	2	14.65	12.32	0.00	0.50
LATHER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
MACHINIST	ALL	BLD		46.35	48.85	1.5	1.5	2	7.05	8.95	1.85	1.32
MARBLE FINISHERS	ALL	ALL		33.95	33.95	1.5	1.5	2	10.45	15.52	0.00	0.47
MARBLE MASON	ALL	BLD		44.63	49.09	1.5	1.5	2	10.45	16.28	0.00	0.59
MATERIAL TESTER I	ALL	ALL		31.20	31.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MATERIALS TESTER II	ALL	ALL		36.20	36.20	1.5	1.5	2	14.65	12.32	0.00	0.50
MILLWRIGHT	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63

OPERATING ENGINEER	ALL	BLD	Н	50.10	54.10	7	7	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	က	46.25	54.10	2	7	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	7	7	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	53.85	54.10	7	7	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	9	51.10	54.10	2	2	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	7	7	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	Н	55.90	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	7	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	က	48.40	55.90	1.5	1.5	7	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FIT	4	40.25	55.90	1.5	1.5	7	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FIT	2	57.40	55.90	1.5	1.5	7	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	9	38.00	55.90	1.5	1.5	7	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	Н	48.30	52.30	1.5	1.5	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	43.10	52.30	1.5	1.5	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	9	51.30	52.30	1.5	1.5	7	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	7	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	7	7	7	13.90	19.79	0.00	0.75
	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	7	2.60	3.18	0.00	0.00
	ALL	ALL		46.35	48.35	1.5	1.5	7	11.79	18.87	0.00	0.63
	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
	ALL	BLD		42.75	45.31	1.5	1.5	7	14.00	15.71	0.00	0.89
	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
	ALL	BLD		42.30	45.30	1.5	1.5	7	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	7	4.85	3.28	00.00	00.00

0.55	0.35	06.0	0.73	0.82	0.86	0.50	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.15	0.80
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11.55	19.59	16.68	12.76	14.15	13.88	7.25	11.50	11.50	11.50	11.50	10.14	10.14	10.14	10.14	15.42
12.25	13.45	10.45	10.65	10.65	10.65	00.9	8.56	8.56	8.56	8.56	8.25	8.25	8.25	8.25	8.32
7	7	7	7	7	7	7	7	7	2	7	7	7	7	2	7
1.5	7	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
1.5	7	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
49.20	44.07	49.92	40.54	47.88	49.49	35.85	36.25	36.25	36.25	36.25	36.53	36.53	36.53	36.53	46.42
47.20	42.07	45.38	40.54	44.38	45.49	33.50	35.60	35.85	36.05	36.25	35.98	36.13	36.33	36.53	45.42
							Н	2	3	4	Н	2	n	4	
BLD	ALL	BLD	BLD	BLD	BLD	HWY	ALL	BLD							
ALL	ALL	ALL	ALL	ALL	ALL	ALL	ш	ш	ш	ш	≯	>	>	×	ALL
SPRINKLER FITTER	STEEL ERECTOR	STONE MASON	TERRAZZO FINISHER	TERRAZZO MASON	TILE MASON	TRAFFIC SAFETY WRKR	TRUCK DRIVER	TUCKPOINTER							

### Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

## Explanations COOK COUNTY

fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

## **EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL emoval of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain. where those mechanical systems are to be removed.

## CERAMIC TILE FINISHER

nstallation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile

# COMMUNICATIONS ELECTRICIAN

tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and esidential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and

### MARBLE FINISHER

treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, -oading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement or the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to rade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers or setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

# **OPERATING ENGINEER - BUILDING**

Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front -ubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines. Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

**OPERATING ENGINEERS - HIGHWAY CONSTRUCTION** 

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

Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Disc, Compactor, etc.; Tug Boats.

Pug Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All **Famper-Form-Motor Driven.** 

Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

**OPERATING ENGINEER - FLOATING** 

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

Class 2. Crane/Backhoe Operator; Boat Operator with towing endorsement; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender.

Class 3. Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs. or more); Tug/Launch Operator; Loader/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock, or Scow, Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks; Deck Hand, Tug Engineer, Crane Maintenance (50 Ton Capacity and Under) or Backhoe Weighing (115,000 pounds or less); Assistant Tug Operator

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

## TERRAZZO FINISHER

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

### TRAFFIC SAFETY

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

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

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

Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Plant Hopper Operator, and Winch Trucks, 2 Axles.

Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Selfloading equipment like P.B. and trucks with scoops on the front.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county nas such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or larifications.

### LANDSCAPING

equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape size of truck driven) is covered by the classifications of truck driver.

# MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector II".

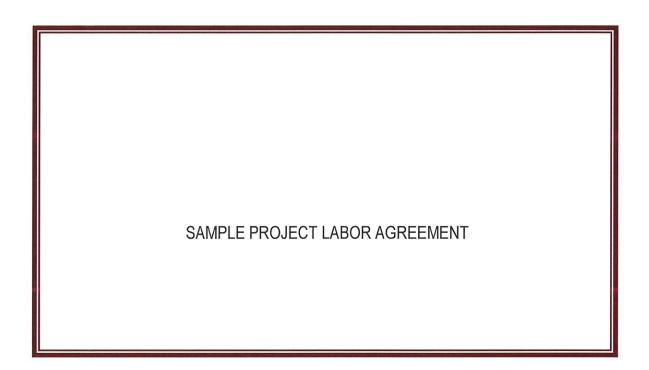
# **COMMUNITY AREAS**

Assist agencies are chambers of co		
women-owned businesses. For the	mmerce and not-for-profit agencies that r most up-to-date contact information, visi	represent the interests of small, minority- and/ it pbcchicago.com/doing-business/assist-agenc
	African American Contractors Associa	ation *
P.O. Box #19670	Omar Shareef	aacanatlassoc@gmail.com
Chicago, IL 60619	(312) 915-5960	aacanati.org
	Black Contractors United *	THE RESERVE OF THE PARTY OF THE
12000 S Marshfield Ave	Carole Williams	bcunewera@att.net
Calumet Park, IL 60827	(708) 389-5730	blackcontractorsunited.com
	CANDO Corporation	
1633 S Michigan Ave	LaVerne Hall	LHall@candocorp.net
Chicago, IL 60615	(312) 488-9338	
Chatham	<b>Business Association: Small Business C</b>	Development, Inc.
800 E 78th St	Melinda Kelly	melindakelly@cbaworks.org
Chicago, IL 60619	(773) 994-5006	cbaworks.org
	Chicago Urban League	
4510 S Michigan Ave	Jason Johnson	jjohnson@thechicagourbanleague.org
Chicago, IL 60653	(773) 451-3547	thechicagourbanleague.org
	Chicago Women in Trades *	
2444 W 16th St	Jayne Vellinga	jvellinga@cwit2.org
Chicago, IL 60608	(312) 942-1444	chicagowomenintrades2.org
Cincago, it cooce		
	ConstructConnect	
ATTN: Adam Weiss	Cassidy Bailey	cassidy.bailey@constructconnect.com
111 W Washington, #1700	(800) 364.2059 ext. 7204	ConstructConnect.com
Chicago, IL 60602		
	on Business Development Center at Pr	
202 S Halsted St	Paul Murtagh	pmurtagh@prairiestate.edu
Chicago Heights, IL 60411	(708) 709-3692	prairiestate.edu
	Federation of Women Contractors *	
4210 W Irving Park Rd	Beth Doria	fwcchicago@aol.com
Chicago, IL 60641	(312) 360-1122	fwcchicago.com
His	panic American Construction Industry	Association
650 W Lake St, #415	Jorge Perez	jperez@haciaworks.org
Chicago, IL 60661	(312) 575-0389	haciaworks.org
	Illinois Black Chamber Of Commerce	
411 Hamilton Blvd, #1404	Kenyatta Fisher	larryivory@illinoisblackchamber.org
Peoria, IL 61602	(309) 740-4430	illinoisblackchamber.org
	atin American Chamber Of Commerce	
3512 W Fullerton Ave	D. Lorenzo Padron	d.lorenzopadron@laccusa.com
Chicago, IL 60647	(773) 252-5211	laccusa.com
930 E 50th St	Rainbow/PUSH Coalition John Mitchell	jmitchell@rainbowpush.org
	(773) 256-2766	rainbowpush.org
Chicago, IL 60615	tar the same of th	Tambowpush.org
	South Shore Chamber, Inc.	and a Committed and the state of
1750 E 71st St	Tonya Trice	trice@southshorechamberinc.org
Chicago, IL 60649	(773) 955-9508	southshorechamberinc.org
V	Vomen's Business Development Center	
8 S Michigan Ave, #400	Frieda Curry	fcurry@wbdc.org
Chicago, IL 60603	(312) 853-3477	wbdc.org
	<b>Women Construction Owners &amp; Execution</b>	utives *
308 Circle Ave	Mary Kay Minaghan	mkm@mkmservices.com
Forest Park, IL 60130	(708) 366-1250	wcoeusa.org
	U.S. Minority Contractors Association	
1250 Grove Ave, #200	Larry Bullock	larry.bullock@usminoritycontractors.or
Barrington, IL 60010	(847) 852-5010	usminoritycontractors.org

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<sup>\*</sup> Firm only receives electronic notification of PBC IFB Documents

# **EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT**



## CHICAGO BOARD OF EDUCATION MULTI-PROJECT LABOR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dated this day of	, 2015, in Chicago, Illinois.	i
	CHICAGO BOARD OF EDU	CATION
	By: North David J. Vitale, President	- AM
Attest: Stelh B. Beltan Estela G. Beltran, Secretary  Date: 3/6/15		
Board Report#: 15-0128-EX5		
James Bebley, General Counsel (11)	•	
~ Labor Organization:		,
Address:		
City, State, Zip Code:	<u> </u>	
Telephone Number:		
By:		

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

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: Reck LATSES
Address: 660 FNOUSPRIOL DR
City, State, Zip Code: ELM HWEST IL 60/26
Telephone Number: 630 941 2300
By: Cer Cle
its: JAWES ACLEN

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

### CHICAGO BOARD OF EDUCATION

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

JAN JAN

Attest: Solid H. Bultur
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel (1914)

Labor Organization: Boicermakers Union Local No. One
Address: 2941 S. Archer Ave
City, State, Zip Code: Chicago IL 60608
Telephone Number: <u>773-247-5</u> 235
By: JOHN F. RIEL / Jul L. Rie Ills: Business Manager / Secretary Treasurer
IIIS: BUSINESS MANAGET / SECRETARY TREASURER

•	•
Dated this day of	, 2015, in Chicago, Illinois.
•	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: <u>Stelle B. Beltrar</u> Estela G. Bellran, Secretary Date: <u>3/6/15</u>	
Board Report#: 15-0128 EX5-	
. Labor Organization: <u>CARPENTERS'</u>	
Address: 12 EAST ERIE ST.  City, State, Zip Code: 60611	A To action to the second seco
Telephone Number: (3/2) 787-3076	annus en

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	**·
Dated this day of	, 2015, in Chicago, Illinois.
*	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: <u>Stille S. Bultur</u> Estela G. Beltran, Secretary Date: 3/6/15	
Board Report#: 15-0128-EX5-	1 .
James Bobley, General Counsel W	- 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
Labor Organization: CEMENT MAS	*
Address: 739 2544 AVE	
City, State, Zip Code: <u>BELLINGOD</u> Telephone Number: 708 SF4-9100	000 100 100 000 000 000 000 000 000 000
Tolophone Number: 100 344-1106	<i>}</i>

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By: Its:

Dated this 5 day of FRB	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Satur M. Auto 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	•
Labor Organization: IBEW, LOCAL 134-	
Address: 600 W WASH INSTON	
City, State, Zip Code: CH 1 OH100 1L 6	0661

Telephone Number: 312 454-1340

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Dated this 9Th day of Mea ch , 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

ATM (Jus

Attest: With M. Bultur
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel (1)

· Labor Organization:	INTERNATIONAL UNION OF	
Address;	<b>ELEVATOR CONSTRUCTORS</b>	
City, State, Zip Code:	LOCAL NO. 2	
Telephone Number:	5860 W. 111th St. Chicago Ridge, IL 60415	708-901-7770
By:		149-40)-1110
Its; Busines	man / President	

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Date of Issuance: September 11, 2018 PBC: Book 1\_RFP for Job Order Contracting Services \_\_\_\_, 2015, in Chicago, Illinois.

	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Study H. Aulta 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: Local 17 Heat +  Address: 18520 Spring Creek City, State, Zip Code: Tinly Park,  Telephone Number: 708 468 8006	Frost Insulators  Dr Suite U
Telephone Number: 708 468 8006	
By: Brian Slynn ts: Business M.	ANAGER

Dated this \_\_\_\_ day of \_

Dated this day of	, 2015, in Chicago, Illinois.
	i
•	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: <u>Will B. Bultar</u> Estela G. Beltran, Secretary	
Date: 3/6/15	4,1
Board Report#: 15-0128-EX5-	1 .
James Bebley, General Counsel (111)	
Labor Organization: Laborers Distric	+ Council of Chicago a Vicinity
Address: 999 Mc Clintock Drive	<u> </u>
City, State, Zip Code: Bur Ridge, 1	L 60527
By: Para Planner  By: Busines Mann	
- surgery	

·	•	1
Dated this day of	, 2015, in Chicago, Illinois.	
	CHICAGO BOARD OF EDUCATION	
Ву:	David J. Vitale, President	1
Attest: <u>Bull. B. Bultan</u> Estela G. Beltran, Secretary  Date: 3/6/15		
James Bebley, General Counsel MM		
Labor Organization: Laborers District C	Q -	
Address: 999 Mc Clintock Drive St. City, State, Zip Code: Bur Ridge 11		
Telephone Number: 630, 655, 8284		

Dated this day of, 2	015, in Chicago, Illinois.
СНІС	CAGO BOARD OF EDUCATION
Ву; _	David J. Vitale, President
Attest: Stella H. Bultus 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: IRON WORKERS LO	CAL #1
Address: 7720 INDUSTRIAL DR.	
City, State, Zip Code: FOREST PARK, IL	60130
Telephone Number: 708. 366. 1188	
By: Clary Salution Its: PRESIDENT/BM	

Dated this	day of _	APRIL	, 2015,	in Chicago,	Illinois

## CHICAGO BOARD OF EDUCATION

Ву:	Dandy Move	_ "1
	David J. Vitale, President	J. T.M.

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

Board Report#: 15-0128-EX6-1

James Bebley, General Counsel

Labor Organization: ARCHITECTURAL PORNAMENTAL ING
Address: 2525 W. LEXINGTON ST.
City, State, Zip Code: BRONDY IEW, JL
Telephone Number: 708-344-7727
By: 22224 Its: BUSINESS MANAGER, FST
ITS: ESUSINESS MIANAGER, I ST

Dated thisday of, 2015, in C	hicago, Illinois.
	OARD OF EDUCATION  WHITE MANAGEMENT OF THE STATE OF THE S
Attest: Stella H. Rulhan 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: MACHINELI MONECE RIGGERS Address: 1820 BRACH ST.	S MACHINER & RECTORS
Address: 1820 BEACH ST.	-
City, State, Zip Code: BROND VIEW, ILL 60656	
Telephone Number: <u>708-615.9300</u> By: Solut Fulto;  Its: <u>BMF-5-T</u>	- -

Date of Issuance: September 11, 2018 PBC: Book 1\_RFP for Job Order Contracting Services

Dated this day of	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Stale H. Rultus 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel of W	
Labor Organization: Local 126, I.	A. M. A. W.
Address: 120 East Ogden Ave,	SuiteIBA
City, State, Zip Code: Hinsdale, I	L 60521
Telephone Number: 630 -655-	1930
- 1/ 0-1-	

Dated this day of	, 2015, in Chicago, Illinois.
2	CHICAGO BOARD OF EDUCATION
·	By: David J. Vitale, President
Attest: Bill B. Bultan Estela G. Beltran, Secretary  Date: 3/6/15  Board Report#: 15-0128-EX5-	
James Bobley, General Counsel of White	** <b>*</b>
Address: USO W. Address: City, State, Zip Code: CNCOO TL	

Telephone Number: (312)421-0046

Dated this 6th day of Fabrary, 2015, in Chicago, Illinois.

### CHICAGO BOARD OF EDUCATION

By: David J. Vitale, President

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

Board Report#: 15-0128-EX5-1

James Bebley, General Counsel

Labor Organization: PIPE FITTERS L. U. 597			
Address: 45N	OdGEN	AUE	
City, State, Zip Code:	CHGO	IL	60607
Telephone Number:			191 x 240
By: James Busines	ulanar	HAER	****

Dated this 5th day of February	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION  By: David J. Vitale, President
Attest: Stella M. Aultus 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: Chicago Journeyman Plumbers Lo	ocal 130 UA
Address: 1340 W. Washington Blvd.	
City, State, Zip Code: Chicago, IL 60607	
Telephone Number: (312) 421-1010	

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Its: James F. Coyne, Business Manager

Dated thisday of	, 2015, in Chicago, Illinois.
· · · · · · · · · · · · · · · · · · ·	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Stella M. Rultur 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: United Union of Roofer	s Waterproofers & Allied Workers Local 11
Address: 9838 W. Roosevelt Road	
City, State, Zip Code: Westchester IL 60154	
Telephone Number: 708-345-0970	

By: \_ Its: \_

Dated thisday of	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION
	By: David J. Vitale, President
Attest: Stuly M. Rultur 2/3/15 Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel	
Labor Organization: SHEET METAL WORK  Address: 4550 RODSEVELT ROAD	ERS' LOCAL 13
City, State, Zip Code: HILLSIDE, IL	60162

AND BUSINESS MANAGER

113369.10

Telephone Number

Dated this 5th day of February	, 2015, in Chicago, Illinois.
	CHICAGO BOARD OF EDUCATION  By: David J. Vitale, President
Attest: Estela G. Beltran, Secretary	
Board Report#: 15-0128-EX5-1	
James Bebley, General Counsel GTM	*
Labor Organization: Sprinkler Fitters Union	Local 281, U.A.
Address: 11900 S. Laramie Avenue	
City, State, Zip Code: Alsip, IL 60803	

Business Manager

Telephone Number:

(708) 597-1800

-6-

113369.10

Date of Issuance: September 11, 2018 PBC: Book 1\_RFP for Job Order Contracting Services

Labor Organization:

City, State, Zip Code:

Telephone Number:

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

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

- 1. <u>Student Business Enterprises</u>. Notwithstanding any existing agreement, the Board may use non-paid volunteers or parents and paid or unpaid students for in-school projects, specifically, projects such as the Student Business Enterprise, or any other similar education-related programs.
- 2. Apprenticeship Goals and Supports for CPS Graduates. Each Union will establish a goal that at least thirty percent (30%) of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS"). The Chicago and Cook County Building Trades Council ("CBTC") will regularly update its website (www.CBTC.org) with information regarding apprenticeship programs and links to the Unions' apprenticeship program websites. The Board shall inform its high school counselors and relevant teacher staff of the website and the resources available there.
- Apprenticeship Programs. The Board and the Unions individually and through their umbrella organization (the Chicago and Cook County Building Trades Council) will collaborate to improve student, faculty (including high school counselors) and staff awareness of trade apprenticeship programs, their availability, their requirements and their processes and to develop programs that will increase the success of CPS graduates' who seek entry into Union apprenticeship programs. The support provided by the CBTC may be in one or more of the following forms as agreed to annually by the parties:

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

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

- 5. <u>Union Support for CPS Summer Seasonal Student Employment</u>. The Unions shall support the Board's summer employment initiative for CPS students in its summer season facilities maintenance program, in which CPS students will be employed to perform non-skilled maintenance that is not within the jurisdiction of any trade and will participate in educational seminars and demonstrations regarding the various aspects of facilities maintenance including those requiring skilled trades. The support shall include trade demonstrations, informational material regarding their respective trades, technical advice and other supports to the program. The Unions and the Board will agree on specific roles that the Unions will play during that program.
- 6. <u>Union Participation in the Industry Advisory Council</u>. The Unions will ensure that each trade who is a party to this Agreement provides a representative who participates on the Industry Advisory Council.
- 7. Support for Board-Union-CBTC Collaborative Efforts on Apprenticeships and Program Support. The Board shall engage an external project manager at a cost not to exceed one hundred thousand dollars (\$100,000.00) annually for the first two years of this agreement for the purposes of providing support services to the Board and CBTC in attaining the goals of this agreement. No later than August 1 of each year of this Agreement, Board, CBTC and the project manager shall meet to plan a program of support for the upcoming school year and develop CPS student apprenticeship program strategies, including plans to identify, inform and counsel qualified CPS high school students (regardless of program of study) and their guidance counselors about apprenticeship programs and opportunities. The plan will include benchmarks by which success of the Board-CBTC collaboration and the project management is measured that year. The project manager shall work with Board and CBTC representatives to

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

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

CHICAGO BOARD OF EDUCATION

Labor Organization:	 
Address:	 
City, State, Zip Code:	
Telephone Number:	
By;	

# CHICAGO BOARD OF EDUCATION

Attest: Lottle 15 Bultin Estela G. Beltran, Secretary  Date: 3/5/15  Board Report: 15-0128-EXS-2	By: David J. Vitale,	7. 0	Hings A
James L. Bebley, General Counsel			
Labor Organization:		.*	
Address:			
City, State, Zip Code:			
Telephone Number:			
By: Its:	·		

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

CHICAGO BOARD OF EDUCATION

	Ву; _	David J. V
Attest: Stille H. Bultus 2/3/15 Estela G. Beltran, Secretary		
Board Report: 15-0128-EX5-2		
James L. Bebley, General Counsel		
Labor Organization: Buck 1980	~~	
Address: (660 Industrial Da		
City, State, Zip Code: Elm Henst II	<u>_`</u>	60126
Telephone Number: 630 941 2300	)	
By: Calle		
Its: TAMGI ALLEN		

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

CHICAGO BOARD OF EDUCATION

Ву: _	David J. Vitale, President	
	David J. Vitale, President	17M (108)
		U(F)

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

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counselof M

Labor Organization:	Local	17	Heat	+	Frost	Insula	ators
1010		4					

Address: 18520 Spring Crek Dr Suite W

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

Telephone Number: 708' 468 8000

By: Drian Dlynn
Its: BUSINESS MANAGER

CHICAGO BOARD OF EDUCATION

Ву;	David J. Vitale, President	g-TM Yuls

Attest: <u>Stelle S. Bultus</u> 2/3/15 Estela G. Beltran, Secretary

Board Report 15-0128-EX5-2

James L. Bebleyl, General Counselgt M

Labor Organization: IRON	WORKERS	LOCAL #1
Address: 7720	INDUSTR	IAL DR.
City, State, Zip Code: FOR	est Park	IL 60130
Telephone Number:	08.366.6	0695
By: ( rang Su	tulu	
Its: Pres 10	eNT/BM	

CHICAGO BOARD OF EDUCATION

By:	Parist A. Village David J. Vitale, President	
<b>.4</b>	David J. Vitale, President	ATM OS
		1 Change

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

Board Report: 15-0128-EX5-2

James L. Bebley, General Counselor W

Labor Organization: ARCHITECTURAL + ORNAMENTAL FW6.
Address: 2525 W. LEKINGTON 3T
City, State, Zip Code: BRUADVIEW, 14 60155
Telephone Number: 708 - 344 - 7727
By: BUSINESS MANAGER FST

CHICAGO BOARD OF EDUCATION

Ву; _	David J. Village, President	
	David J. Vitale, President	JAM WES
		U(F)

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

Board Report: 15-0128-Ex5-2

James L. Bebleyl, General Counselat M

Labor Organization: MACHISERIMONERS RIGGERS MACHINER ERECTORS
Address: 1820 BEACH ST
City, State, Zip Code: BROAD /IBW 12h. 60155
Telephone-Number: 701 615-9300
By: Rober Fulton
Its: P.M. G. T

CHICAGO BOARD OF EDUCATION

By: David J. Vible

David J. Vitale, President

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

Board Report - 15-0128-EX5-2

James L. Bebleyl, General Counselor M

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

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hinsdale, IL. 60521

Telephone Number: 630 - 655 - 1930

By: Kail D. Saipolis. Its: Business Representative

CHICAGO BOARD OF EDUCATION

By:	Baid & Vole	
	David J. Vitale, President	PAN VIEW

Attest: Satur M. Bultus 2/3/15-Estela G. Beltran, Secretary

Board Report: 15-0128-EX5-2

James L. Bebieyl, General Counselof W

Labor Organization: P.PEP. 17625 L. U. 597
Address: 45N OFGEN AUE
City, State, Zip Code: CH40 IL 60607
Telephone Number: 312 - 829 - 41 91 × 240
By: Hamed Buchanan Its: BUSINGES MANAGER
Its: // BUSINGSS MANAGER

CHICAGO BOARD OF EDUCATION

By: Sand J. Vitale, President J. Wills

Attest: Estela G. Beltran, Secretary

Board Report: 15-0128-Ex5-2

James L. Bebleyl, General Counselas M

Labor Organization: LOCHE 134 188W
Address: 600 W WASHINGTON
City, State, Zip Code: CH (CHO) 1L 60661
Telephone Number: 3/2 454. 1340
By: ( B 4 DONALD FINA
Its: BUSINESS MANAGER/FINANCIAL SECY

CHICAGO BOARD OF EDUCATION

Ву:	David J. Vitale, President	
	David J. Vitale, President	F114 1988

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

Board Report: 15-0128-Ex5-2

James L. Bebley, General Counselor W

Labor Organization:	Chicago Journeymen Plumbers Local 130 UA			
Address: 1340 W. W	ashington Blvd.			
City, State, Zip Code:	Chicago, Illinois 60607			
Telephone Number:	(312) 421-1010			
By: Once   Its: James F. Coyne	7. Came			
its: James F. Coyne,	Business Manager			

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counseld M

Labor Organization	United	Union	of	Roofers	Waterproofers	&	Allied	Workers	Loca1	11
9838 W.	Roosevel	t Roac	1							

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

CHICAGO BOARD OF EDUCATION

Ву: _	David J. V.J.A.g. David J. Vitale, President	
• -	David J. Vitale, President	ATM (NOS)
		0(4)

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

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counseld M

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSINE, IL 60162

Telephone Number: 708-449-0073

BY: Mrss 4

Its: PRESIDENT AND BUSINESS MANAGER

CHICAGO BOARD OF EDUCATION

By:	David J. Vitale, President	
	David J. Vitale, President	97M

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

Board Report - 15 - 0128 - EX5 - 2

James L. Bebleyl, General Counselor M

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

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-597-1800

By: Business Manager

CHICAGO BOARD OF EDUCATION

Ву: _	Bain A Vitale, President	
	David J. Vitale, President	ATM US

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

Board Report: 15-0128-EX5-2

James L. Bebleyl, General Counself M.

Labor Organization: Loca L UNION NO. 78 (
Address: 100 Burn Ridge II. 5/2. 300

City, State, Zip Code: BURN Ridge III. 60527

Telephone Number: (430) 887-4100

By: Telephone Number: (430) 887-4100

Its: Resident

Labor Organization: COMENT MISONS UNION LOCAL 502
Address: 739 25th AUGNUE
City, State, Zip Code: BELLWOOD IL 60104
Telephione Number: 7085449,00
By: Alexandre
Its: DESCLIPENT

Labor Organization: Boilermakers Union Local No. One.

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago Il 60608

Telephone Number: 773-247-5225

By: JDHN F. Riel Tub L. Riel
Its: Business Manager / Secretary Treasurer

Labor Organization: CALPENTERS Chuncil

Address: 12 EAST ERIE ST.

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

Telephone Number: (312) 787-30'76

By: Cay Research

Its: Use PRESIDENT

The state of the s
Labor Organization: Palners' District Council Hily
Address: 1456 W. Adams
City, State, Zip Code: Children FL 60007
Telephone Number (312) (21-0046
Ву: — Р. Д
Ite;

## INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Labor Organization:

LOCAL NO. 2

5860 W. 111th St.

Chicago Ridge, IL 60415

City, State, Zip Code:

Telephone Number: 708-907-7770

By:

Its:

Remark MGR / Revished

Labor Organization: Laborers District Council of Chicago a Vicinity

Address: 999 McClintock Drive, Suite 300

City, State, Zip Code: Burr Ridge, 1L 60527

Telephone Number: 630.655.8289

By: Suint Manager

Its: Burnet Manager

Labor Organization: Laborers District Council of Chicago a Vicinity

Address: 999 McClintock Drive, Soite 300

City, State, Zip Code: Bur Ridge, 11 60527

Telephone Number: 630.655.8289

By: Demon Planner.

Its: Burners Manager

**END OF BOOK 1** 

Date of Issuance: September 11, 2018 PBC: Book 1\_RFP for Job Order Contracting Services