

**JOC - TIER 3**

Contractor: Paschen Ashlaur Joint Venture II

**TO BE EXECUTED IN DUPLICATE**

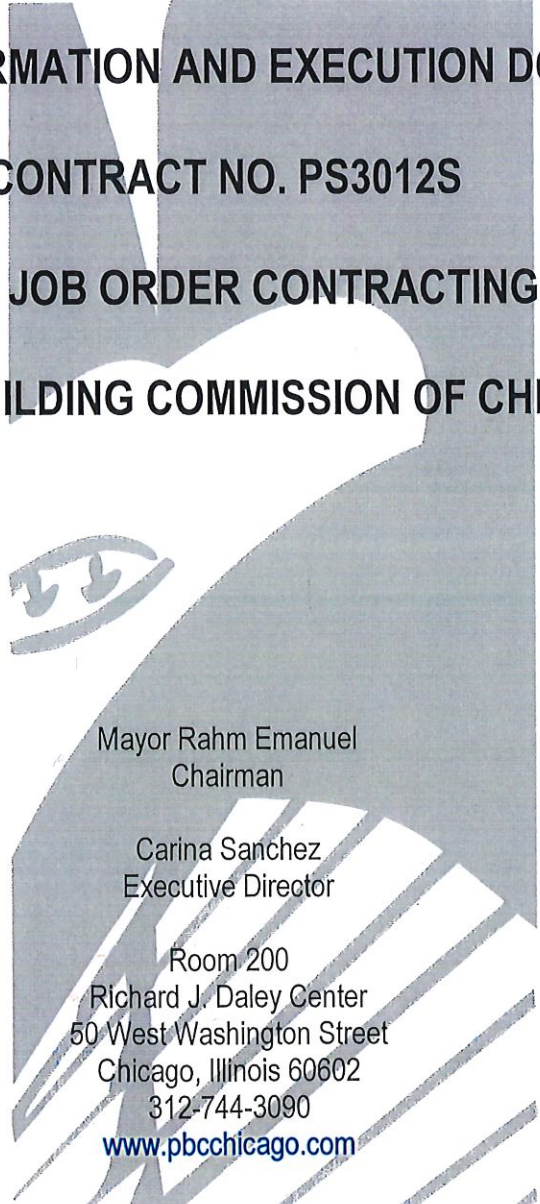
**PROJECT INFORMATION AND EXECUTION DOCUMENTS**

**CONTRACT NO. PS3012S**

**2018 JOB ORDER CONTRACTING**

**PUBLIC BUILDING COMMISSION OF CHICAGO**

**PUBLIC BUILDING COMMISSION**



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](http://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

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**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**

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

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

**Mayor Rahm Emanuel  
Chairman**

Carina E. Sánchez  
Executive Director

<b>FIRM NAME:</b>	Paschen Ashlaur Joint Venture II
<b>CONTACT NAME:</b>	Leo J. Wright
<b>CONTACT TELEPHONE:</b>	773.444.3474
<b>CONTACT EMAIL:</b>	lwright@fhpaschen.com
<b>ADDRESS:</b>	5515 N East River Road Chicago, IL 60656
<b>(This page must be included with your submission)</b>	

This RFP includes proprietary data ("data") that may not be disclosed outside the PBC and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in all sheets of this proposal.

# TABLE OF CONTENTS

## Title

### Book 1 – Recitals

Job Order Contract Overview

Project Summary

Description of Job Order Contract Work

Form A. TECHNICAL COMPETENCE AND PAST PERFORMANCE

Form B. KEY PERSONNEL

Form C. DISCLOSURE AFFIDAVIT

Form D. LEGAL ACTIONS

Form E. INTENTIONALLY LEFT BLANK

Form F. INTENTIONALLY LEFT BLANK

Form G. INTENTIONALLY LEFT BLANK

Form H. CONTRACTOR'S PROPOSAL

Form I. PROPOSED ADJUSTMENT FACTORS

Form J. AWARD CRITERIA FIGURE

Form K. ACCEPTANCE (Execution Documents)

Form L. AFFIDAVIT OF NON-COLLUSION

Form M. JOINT VENTURE AFFIDAVIT (if applicable)

Exhibit A. INSURANCE REQUIREMENTS

Exhibit B. SCHEDULE C – LETTER OF INTENT

Exhibit C. SCHEDULE D – AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

Exhibit D. SCHEDULE E – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

Exhibit E. DISCLOSURE OF RETAINED PARTIES

Exhibit F. PERFORMANCE AND PAYMENT BOND

Exhibit G. BOND APPROVAL

Exhibit H. COOK COUNTY PREVAILING WAGE RATES

Exhibit I. PROJECT COMMUNITY AREA MAP

Exhibit J. CURRENT ASSIST AGENCIES

Exhibit K. PROJECT LABOR AGREEMENT

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 - PS3012S**

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

**THIS AGREEMENT** effective as of **December 12, 2018**, 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 **Paschen Ashlaur Joint Venture II**, with offices at **5515 North East River Road, Chicago, 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 Tier; 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 [www.state.il.us/agency/idol/CM/countym.htm](http://www.state.il.us/agency/idol/CM/countym.htm) maintained by the State of Illinois Department of Labor.

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

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

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# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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## I. EVALUATION CRITERIA FOR TECHNICAL COMPETENCE AND PAST PERFORMANCE

Respondents should possess verifiable experience and demonstrate past performance in the construction and/or renovation of public or private construction projects comparable to those previously performed by PBC (refer to Section I. Introduction).

Respondents shall identify a minimum of five (5) projects performed within the last three (3) years. Projects submitted must have been performed within the last three (3) years (i.e. a final completion date on or after January 1, 2015), performed within your licensing capacity, performed locally, and demonstrate your firm's experience with the City of Chicago's permitting and inspection process. At a minimum, Respondents shall identify five (5) Projects within the following Tier dollar threshold as follows:

- a. For Tier 1 – Five (5) Projects whose final value is between \$0 and \$300,000.00
- b. For Tier 2 – Five (5) Projects whose final value is between \$300,000.01 and \$1,000,000.00
- c. For Tier 3 – Five (5) Projects whose final value is greater than \$1,000,000.01

Please include a description that fully showcases the breadth and depth of experience of different-sized projects within the dollar ranges specified above and with varying levels of complexity. Provide examples of logistically challenging renovations to existing schools, offices, libraries, or mechanical, electrical, plumbing, or fire protection (M/E/P/FP) tie-ins, asbestos abatement, conversion of existing spaces into other uses, or any other trade-specific or specialty-specific projects (such as fencing).

Examples of Past Performance should demonstrate work performed during compressed schedules or summer critical work and renovation of selected areas within an occupied building and site work improvements. In addition, scope may include coordination of multiple phases with other contractors on site. Demonstrate experience with phased construction.

It will be a plus for Respondents whose experience includes Projects completed through the Job Order Contracting process; however, Contractors are not required to possess Job Order Contracting experience in order to submit a response to this RFP.

Lastly, provide a narrative detailing 1) your general understanding of the JOC procurement system and the procedure for ordering work under the JOC Program 2) your approach to subcontracting vs performing the work with your own employees; 3) the type of work you intend to perform with your own employees; and 4) a list of employees and equipment demonstrating your capacity to perform the JOC services.

**For purposes of this RFP, all Respondents must identify the minimum number of comparable projects within the dollar ranges specified above and completed within the last three years, as well as, complete FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE.**

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# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>1- Tier 3</u>			
Project Name:	Near North Health Center		
Project Type:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Powers and Sons Construction		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Ashlaur Construction was responsible for framing, rough carpentry, drywall & ceilings.			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 1,300,000
Was project completed on budget? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 1,300,000
Was project completed on schedule? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Level of LEED Certification:	Certified		
Was the project permitted? <small>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</small>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b>			
<small>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</small>			
Name:	Dan O'Laughlin Project Manager		
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>	General Contractors		
Phone:	219-949-3100	Email Address:	dolaughlin@powersandsons.com
Name:			
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>			
Phone:		Email Address:	



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

**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 1 of 1.

**PROJECT NO. 1- Tier 3**  
(continued)

## PROJECT NARRATIVE

The project is a new 2 story medical center. Ashlaur completed the exterior and interior framing for the entire project along with all rough carpentry work. All drywall installation and finishing was also completed by Ashlaur. The acoustical ceiling system which included grid and tiling was also completed by Ashlaur.



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>2</u> - Tier <u>3</u>			
Project Name:	Rosenwald Courts Apartments/Retail Complex		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	George Sollitt Construction		
Agency Type:	<input checked="" type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Ashlaur Construction was responsible for framing, drywall and finish taping.			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$4,600,000
Was project completed on budget? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$4,600,000
Was project completed on schedule? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Level of LEED Certification:			
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: <u>Renovation permit</u>		
City/Town/Village, State:	City of Chicago		
Permitting Body:	City of Chicago		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b>			
<i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Tom Baker Vice-President		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Construction Managers		
Phone:	630-860-7333	Email Address:	tbaker@sollitt.com
Name:			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			
Phone:		Email Address:	



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*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 1 of 1.

<b>PROJECT NO. 2- Tier 3</b> (continued)
<b>PROJECT NARRATIVE</b>
<p>The project consisted of a total gut rehab of 265 units in 2 buildings. Ashlaur was involed with framing, finish carpentry and drywall installaton. Ashlaur employed approx. 40 carpenters and finishers on the project at any given time. We were paised by the general contractor for bringing the project ahead of schedule.</p>



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. 3 - Tier 3			
<b>Project Name:</b>	Park Place Apartments		
<b>Project Type:</b>	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
<b>Agency/Client:</b>	McShane Construction		
<b>Agency Type:</b>	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	<b>Respondent's Role:</b>	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
<b>Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)</b>			
Ashlaur Construction was responsible for rough carpentry, drywall and finish taping.			
<b>Has the project achieved final acceptance after January 1, 2015?</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Original Contract Value:</b>			\$ 1,240,000
<b>Was project completed on budget? (If no, please explain below or attach explanation.)</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Final Contract Value:</b>			\$ 1,240,000
<b>Was project completed on schedule? (If no, please explain below or attach explanation.)</b>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>If applicable, did Project receive LEED Certification?</b>			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Level of LEED Certification:</b>			
<b>Was the project permitted?</b> <small>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</small>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Type of Permit:</b>	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
<b>City/Town/Village, State:</b>	Chicago, IL		
<b>Permitting Body:</b>	City of Chicago		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b> <small>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</small>			
<b>Name:</b>	Mark Tritschler Vice-President		
<b>Project Role:</b> <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>	General Contractors		
<b>Phone:</b>	847-292-4300	<b>Email Address:</b>	mtritschler@mcshane.com
<b>Name:</b>			
<b>Project Role:</b> <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>			
<b>Phone:</b>		<b>Email Address:</b>	





# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*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 1 of 1.

**PROJECT NO. 3 - Tier 3**  
(continued)

## PROJECT NARRATIVE

The project is a new subdivision consisting of 3 and 6 flat apartment buildings. Ashlaur competed rough carpentry, drywall installaton, finish taping and insulation with approx. 16 employees on the project.



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. 4 - Tier 3			
Project Name:	ClyDiv Apartments		
Project Type:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	McShane Construction		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input checked="" type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Ashlaur Construction was responsible for rough carpentry, drywall and finish taping.			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 1,400,000
Was project completed on budget? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 1,400,000
Was project completed on schedule? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Level of LEED Certification:	Certified		
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
CLIENT REFERENCE FOR CONSTRUCTION			
<i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Mark Tritschler Vice-President		
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>	General Contractors		
Phone:	847-292-4300	Email Address:	mtritschler@mcshane.com
Name:			
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>			
Phone:		Email Address:	



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*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 1 of 1.

**PROJECT NO. 4 - Tier 3**  
(continued)

## PROJECT NARRATIVE

The project is a new 7 story apartment building on the north side of Chicago. Ashlaur competed rough carpentry, drywall installaton, finish taping and insulation with approx. 20 employees on the project.



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>5- Tier 3</u>			
Project Name:	HSC-Zackery Hotel		
Project Type:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	RG Construction Services		
Agency Type:	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Respondent's Role:	<input type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Ashlaur Construction was responsible for, drywall and finish taping.			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 1,400,000
Was project completed on budget? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$ 1,400,000
Was project completed on schedule? (If no, please explain below or attach explanation.)			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Level of LEED Certification:			
Was the project permitted? <i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Permit:	<input checked="" type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	City of Chicago		
<b>CLIENT REFERENCE FOR CONSTRUCTION</b>			
<i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:	Brian Garcea Vice President		
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>	Subcontractor		
Phone:	630-782-0180	Email Address:	brian_garcea@rgconstruction.com
Name:			
Project Role: <small>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</small>			
Phone:		Email Address:	



# FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

*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 1 of 1.

**PROJECT NO. 5- Tier 3**  
(continued)

## PROJECT NARRATIVE

The project is a new 7 story high-end hotel and retail complex built in Wrigleyville. Ashlaur competed drywall installation, finish taping and insulation with approx. 20 employees on the project.



## TAB 2 | TECHNICAL COMPETENCE AND PAST PERFORMANCE

### Narrative Statement for Form A - Technical Competence and Past Performance Page 1 of 2

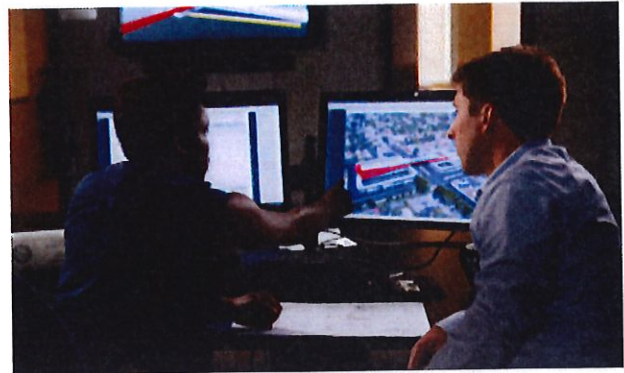
1) Your general understanding of the JOC procurement system and the procedure for ordering work under the JOC Program

**Paschen Ashlaur Joint Venture II** recognizes the unique characteristics of job order contracts. It is critical to the success of this contract that the selected contractor responds quickly to the Owner's needs. For the JOC process to function there must be a foundation from which all parties work. This foundation is the contract between the Owner and the JOC Contractor. Though all Contract Documents are important, the JOC General Conditions are critical to the operations, management, and success of the contract. It is within the JOC General Conditions that the manner in which work is to be performed is outlined.

First and foremost, the Scope of Work is critical to every project. The Scope of Work is the basis for construction, identifying the work that is to be done, the way it will be completed, and the timeframe in which it will be completed. Associated with the Scope of Work are the Technical Specifications, which are the framework for what materials are to be used and how those materials are to perform in relation to the scope of work.

Second, key personnel are integral to the success of the JOC Contract. The ability of the contractor to employ and assign the proper personnel greatly affects the success of the contract. After all, it takes experienced personnel to assist the Owner and manage the operations and ensure the quality of a project

Finally, the Standards of Performance outline the expectations that the Owner has for their projects. As JOC Contracts are performance based, meeting and exceeding the Owner's standards of performance helps to ensure successful projects and the continuance of a successful JOC contract.



It is our belief that experience and extensive in-house training in this unique contracting concept is key to the success of these projects. All proposed management staff are experienced, not only in construction methods

and techniques, but in the JOC concept as well. Each proposed team member brings his or her unique experience to the project. The Owner reaps the dual benefit of a well-qualified and experienced construction team, which ultimately increases quality at a lower cost than our competition can provide. This staff will be augmented with support from the corporate office as required, particularly in the areas of risk management, loss control, safety, accounting, affirmative action, and administration.

It is our assessment that the following is critical to the operations and management of this JOC contract:

- Management staff with documented JOC experience. Education is important, but it is our belief that experience and our extensive in-house training in this unique contracting concept is key to the success of these projects.
- A unified and cooperative partnering approach with the Owner and Owner's Representatives to ensure timely issue resolution and open path of communication.
- Subcontractor selection based on experience and financial stability criteria.
- Quality craftsmanship in all areas of work.
- A sophisticated tracking system to monitor all phases of the work, from proposal pricing to work order completion.

## TAB 2 | TECHNICAL COMPETENCE AND PAST PERFORMANCE

### Narrative Statement for Form A - Technical Competence and Past Performance Page 2 of 2

Paschen Ashlaur Joint Venture II's policy for the JOC is to give the project management staff the authority and responsibility to operate autonomously. We have established this policy because we believe it is in the best interest of the Owner. The Owner must have contractor personnel available to make immediate contractual decisions without delay for corporate approval. We deploy the following procedures for ordering work under the JOC program will follow the guidelines as listed below.

- Await call from Owner/client to schedule joint scope.
- Visit the proposed site, and discuss the project with the Owner Representative
- Receive final scope of work and Request For Proposal (RFP) from client.
- Contact A/E firm and create formal plans if needed
- Perform material take-offs and sizing calculations, and draft the detailed scope of work for review
- Present pricing proposal to client within the allotted time frame.
- Await task order
- Once the task order is received, we will schedule a pre-construction meeting and present any required submittals for approval.
- Schedule construction

#### *2) Your approach to subcontracting vs performing the work with your own employees.*

All proposed subcontractors will be thoroughly checked in accordance with our prequalify cation procedure to confirm their contractor's license status, ability to perform the tasks assigned, competency and availability of personnel, employee certifications (i.e. welding, master electrician, master plumber, etc.), safety history, and the financial solvency of the company. Additionally, references will be checked to verify past performance, adherence to schedules, ability to pay suppliers and workmen, ability to maintain acceptable standards of quality, and ability to control safety as well as costs. Subcontractors who meet the evaluation

criteria will be solicited to submit proposals.

With this information, we can determine approximately how much work a subcontractor can handle and ensure that workloads remain within those guidelines. In addition, potential subcontractors are interviewed to discuss all aspects of the project, including the quick response mindset that Job Order Contracts demand. We continually recruit qualified subcontractors to ensure proper staffing of all projects.

Major trades are typically subcontracted include:

- Earthwork
- Site Utilities
- Landscaping
- Fencing
- Environmental Abatement
- Masonry
- Steel & Misc. Metals
- Roofing & Waterproofing
- Windows & Doors
- Finishes
- Elevators
- Mechanical
- Plumbing
- Electrical

#### *3) The type of work you intend to perform with your own employees.*

Paschen Ashlaur Joint Venture II has the capability to self-perform major portions of the work, such as concrete and carpentry, but also selective demolition, paving, drywall, hollow metal, and hardware. This offers significant advantages to our clients, particularly the ability to control the project's schedule, maintain the budget, and meet the quality standards specified while setting the pace of progress for the other trades to follow.

#### *4) A list of employees and equipment demonstrating your capacity to perform the JOC services.*

Please see the attached.

## KEY STAFF

Name	Title	Years Experience in Construction
James Blair	Chief Executive Officer	32
Chuck Freiheit P.E.	Chief Operating Officer	23
Jim Habschmidt	Chief Financial Officer	12
William Barkowski	Vice President	34
Anthony Izzi	Vice President	18
Larry Mix	Vice President	37
Matthew Moss	Vice President	18
Francis Mullaghy, LEED AP	Vice President	20
Joseph Scarpelli	Executive Vice President	36
Roland Schneider	Vice President	34
Timothy Stone	Senior Vice President	45
William Taylor	Vice President of Operations	32
Leo Wright	Senior Vice President	36
Robert Zitek P.E.	Senior Vice President	54
Qadeem Abdul-Hadi	Project Engineer	4
Martin Alderden	Project Superintendent	39
Christos Alexakos	Project Engineer	3
James Alexander	Quality Control Manager	30
Moe Alsarraj	MEP Coordinator	38
Alonzo Anderson	Project Engineer	4
Scott Asleson	QC Manager	14
Donald Asleson	Project Superintendent	34
Tyrone Baasch	Project Superintendent	33
Anthony Baasch	Project Superintendent	10
Mark Babinski	Project Manager	13
Rafal Barabas	Project Engineer	3
Neil Barkowski	Project Superintendent	35



## KEY STAFF

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Name	Title	Years Experience in Construction
Riley Barron	Operations Manager	12
Ryan Bartecki	Project Engineer	5
Nick Bascom	Project Engineer	4
Christopher Bauer	Assistant Project Manager	9
Timothy Bea, P.E.	Senior Project Manager	16
Joshua Beckman	Project Superintendent	15
David Belanger	Project Engineer	13
Kevin Belke	Project Superintendent	29
Timothy Berry	Preconstruction Manager	32
Alexander Betance	Project Superintendent	39
Nicholas Bilski	Risk Manager	14
Colin Boesch	Project Engineer	1
Robert Boss	Assistant Project Manager	9
Perry Bowden, P.E.	General Manager	39
Bruce Brandon	Project Superintendent	15
Kyle Brendel	Project Engineer	2
James Brick	Project Superintendent	43
Derek Brongiel	Project Engineer	4
Stephen Douglas Brown	Project Superintendent	43
Mark Bumgarner	Surveyor	38
Eric Butler	Project Engineer	3
Lavell Campbell	Project Engineer	19
Stephen Carlson	Project Superintendent	17
Arthur Carlson	Project Superintendent	41
Vicki Caruso	Project Superintendent	22
Jacques Cattan	Senior Project Manager	24
Won Chang	Project Superintendent	24

## KEY STAFF

Name	Title	Years Experience in Construction
Kenny Chavez	Project Engineer	3
John Chorak	Superintendent	19
Michael Clementi, PMP	Senior Project Manager	17
Daniel Collins	Project Superintendent	40
Zuli Cortes	Assistant Project Manager	7
Matthew Cosenza	Assistant Project Manager	5
Jason Cox	Project Superintendent	22
Joshua Curran LEED AP	Project Manager	11
Sam Dakalis	Mechanical Commissioning Manager	30
Michael Damato	Project Manager	7
Alex Daniel	Project Engineer	10
Gary Darrah	Civil Project Superintendent	49
Adrian Defaz	Project Engineer	3
Edwin Dejka	Project Superintendent	31
Luke Demmel	Project Engineer	5
Dave DeSimone	Project Engineer	6
Steve DeVries	Project Superintendent	23
Kyle Dietz	Project Engineer	7
Dwayne Dionne	Project Manager	29
Adele Lewis Domasica	Project Manager	17
Brian Dowdle	Project Superintendent	18
Martin Dowdle	Project Superintendent	34
Roane Draths	Project Manager	10
Gerald Eble	Project Superintendent	38
Robert Eby	Safety Technician	30
Anthony Edwards	Senior Estimator	22
Daiga Eizis	Project Engineer	3

## KEY STAFF

Name	Title	Years Experience in Construction
Elibe Elibe	Project Manager	9
Dan Erickson	Project Superintendent	25
Dan Ewing	Senior Project Manager	13
Jason Faivre	Project Manager	17
Liz Faron	Project Manager	31
Christopher Fedro	Senior Project Manager	15
Kristopher Feeney	Project Manager	20
Dale R. Fester	Project Manager	32
David Flores	Project Manager	46
William J. Frey	Project Engineer	3
Michael Friscia	Project Engineer	7
Ricardo Gaeta	Project Engineer	6
Francisco Galvan	Project Superintendent	29
Thomas Gerdes	Project Superintendent	36
Mehdi Ghalambor	Project Manager	15
Anthony Giannini	Project Superintendent	38
Miguel Gonzalez	Project Superintendent	14
Anthony Grande	Technical Engineer Journeyman	17
Paul Harkness	Project Superintendent	43
Brian Harley	Estimator	8
Thomas Harper	Project Engineer	9
Brandon Heidinger	Project Engineer	4
Nicholas Henning	Project Engineer	7
Meesay Her, LEED AP	Assistant Project Manager	15
Michael Herbert	Project Engineer	14
Andrew Herz	Project Manager	12
Mark Holmes	Project Engineer	4

## KEY STAFF

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Name	Title	Years Experience in Construction
Joshua Horan	Technical Engineer Journeyman	24
Christian Hubbard	Virtual Construction Project Manager	10
Dave Hunt	Assistant Project Superintendent	18
Adam Jacobson	Project Superintendent	11
Nicholas James	Safety Manager	19
Michael Jasek	Senior Project Manager	19
Timothy Jenkins	Quality Control Manager	20
Brandon Jones	Project Engineer	1
Stanley Kar	Project Engineer	1
Michael Karcz	Survey Manager	29
Mark Keating	Project Manager	27
Dennis Kelso	Project Superintendent	42
Dave King	Project Superintendent	35
Sharon King	Training Manager	20
Brian Kinney	Project Engineer	10
Henry Kirby	Assistant Project Manager	6
Jacob Kleiman	Assistant Project Manager	7
Jeff Koehler	Project Superintendent	29
James Kowalewski	Senior Estimator	26
Caitlin Lahey	Project Engineer	4
John Lenon	Project Superintendent	27
Daryl Lesny	Project Manager	20
Sean Lewis	Assistant Project Manager	10
Timothy Lingafelter	Project Engineer	16
Tiffany Rolling Lomax	Project Manager	11
Adam Long	Project Superintendent	13
Marcus LuMaye	Senior Quality Control Manager	11

## KEY STAFF

Name	Title	Years Experience in Construction
Allison Maloney	Counsel/Corporate Compliance Officer	2
Mark Manuzak	Project Superintendent	40
Brent Marler	Project Superintendent	25
William Martin	Project Superintendent	43
Edgar Mata	Project Engineer	9
Anne McCormack	Project Engineer	8
Bernard McNulty	Project Superintendent	31
Andres Medrano	Project Engineer	3
Scott Meltzer	Surveyor	21
Robert Mensik	Bus. Relations/Safety Rep.	47
Harold Meter	Project Superintendent	38
Antoinette Mitchell	EEO Officer	20
John Morley	Project Manager	10
Bradley Morrison	Senior Project Manager	20
Matthew Muir, LEED AP	Project Manager	14
Joshua Myles	Project Engineer	8
Jay Na	Project Engineer	2
Raymond Neely	Project Superintendent	4
Frank Nelson	Project Manager	14
Michael Scott Page	Project Manager	34
Ken Palikij	Project Superintendent	15
James Park	Project Superintendent	32
Steve Percic	Assistant Project Manager	8
Alfredo Perez	Project Engineer	9
Joel Pervinich	Project Superintendent	27
Paul Petit	Project Superintendent	28
Shawn Phillips	BIM Director	22

## KEY STAFF

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Name	Title	Years Experience in Construction
Jason Pope	Project Superintendent	29
Oliver Potter	Project Engineer	11
Michael Prindle	Project Engineer	6
Juan Puente	Project Manager	26
Thaveeporn Pulket, LEED AP	Project Engineer	13
Lindsay Purpura	Project Engineer	2
Carolyn Quigley	Project Engineer	3
Juan Quintero	Scheduler	20
Luke Rataj	Project Engineer	6
Brian Chad Reeder	Project Superintendent	19
Michael Reilly	Assistant Project Manager	9
Dana Rhodes	Superintendent / Carpenter	14
Michael Rickert	Project Engineer	11
Anthony Ricordati, LEED AP	Project Manager	12
David Rizzio	Project Manager	7
Thomas Rizzio	Project Superintendent	40
Jeremy Roach	Project Superintendent	17
Terry Roach	Project Superintendent	41
Jonathan Roberson	Assistant Project Manager	5
Cole Robinson	Project Engineer	10
Mark Robinson	Project Superintendent	31
William Rocha, LEED AP	Senior Project Manager	12
David Roy	Senior Project Manager	19
Brian Rozcicha	Project Manager	23
Ronald Rydosz, P.E.	Senior Project Manager	35
Joe Sanders	Assistant Superintendent	12
Andrew Sarkany	Project Superintendent	43

## KEY STAFF

Name	Title	Years Experience in Construction
Gregory Sarkauskas	Project Superintendent	38
Joseph Schmitz	Project Manager	27
Kyle Schram	Project Engineer	4
Edward Schutlz	Project Superintendent	26
Adam Schwalm	Assistant Project Manager	6
Colton Sedig	Project Engineer	4
Jack Sepsey	Project Manager	10
Daniel Sewell	Quality Control Manager	41
Jeremy Seyller	Senior Project Manager	23
Jeffrey Siemon	Senior Estimator	35
James Simon	Project Manager	25
Brian Sinnett	Project Superintendent	11
Indira Sirjue	JOC Project Manager	4
Dennis Skibola	Project Superintendent	23
Paul Spencer	Project Superintendent	32
Anthony Spizzirri	Assistant Project Manager	5
Randy Abramson	Project Superintendent	22
Rick Bartelt	Project Superintendent	34
Tomas Citta	Project Engineer	7
David Juskie	General Superintendent	24
Cesar Rojas	Project Engineer	5
Dan Strand	Assistant Project Superintendent	16
Michael Swanson	Assistant Superintendent	22
Bryan Swart	Project Superintendent	42
Gary Swart	Project Superintendent	30
Bradley Tallyn	Project Manager	19

## KEY STAFF

Name	Title	Years Experience in Construction
Jeff Tarnowski	Project Engineer	10
Mark Tassone	Project Superintendent	25
Brian Thacker	Quality Control Manager	33
Wayne Thompson	Operations Manager	11
Paul Trost	Project Engineer	19
Tony Trost	Operations Manager	28
Carlo Valenzano	Paving Superintendent	30
Larry Van Zuidam	Operations Manager	45
Jacob Vickers	Project Engineer	14
Sam Wagner	Project Manager	36
Mike Wallace	Project Superintendent	22
Michael Walsh	Project Manager	10
Mary Kate Ward	Project Engineer	5
Mark Watson	Superintendent	28
Ralph Wiener	Project Superintendent	40
Leo Wilkes	Chief Estimator - Civil	38
Thomas Wilkins	Project Superintendent	18
Albert Wilson	Project Superintendent	39
Antonia Winfrey	Project Manager	11
Richard Winkler	Project Manager	15
Thomas Winslett	Project Superintendent	36
Kyle Wise	Estimator	5
Sean Woods	Project Engineer	4
Michael Woods	General Superintendent	36
Michael L. Wowczuk	Project Superintendent	44
Patrick Wright	Project Engineer	6
Robert Wunderlich	Quality Control Manager	42



# KEY STAFF

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Name	Title	Years Experience in Construction
Gregory Yavicoli	DC General Superintendent	19
Bryan Yergler	Project Engineer	6
Francisco Zepeda	Project Engineer	7
Daniel Zivilik	Project Manager	17

**F.H. PASCHEN S N NIELSEN & ASSOCIATES LLC**  
**CONSTRUCTION EQUIPMENT**  
**DECEMBER 31, 2017**

DESCRIPTION		PURCHASE DATE	COST/ BASIS	ACCUM. DEPR	BOOK VALUE
Hitachi EX200LC-5 Excavator	(1.8 CY)	02/03/04	91,951	91,951	0
F & R Trailer Unit 539		03/04/04	7,840	7,840	0
F & R Trailer Unit 540		03/04/04	7,840	7,840	0
F & R Trailer Unit 541		03/04/04	7,840	7,840	0
Mobile Space Office Trailer		04/14/04	5,448	5,448	0
Bridge Overhang Buggy		04/29/04	18,118	18,118	0
Friskney Equipment Forklift		06/15/04	9,116	9,116	0
Reed Rockmaster concrete pump		09/20/04	29,486	29,486	0
Volvo L90E Wheel Loader	(3.5 CY)	09/21/04	69,564	69,564	0
Backhoe Bucket		11/17/04	4,466	4,466	0
Skid Steer	(0.5 CY)	11/22/04	3,502	3,502	0
Two Gomaco Bridge Deck Machines	PCCP	01/20/05	19,920	19,920	0
Rexcon Town&Country I Slipform Paver	PCCP	02/01/05	451,819	451,819	0
Town&Country I Belt Placer/Spreader	PCCP	02/01/05	341,886	341,886	0
Rexcon Model 2600 Texture Cure Machine	PCCP	02/01/05	118,576	118,576	0
10 x 60 Mobile Office		05/11/05	7,575	7,575	0
12 x 60 Mobile Office		05/11/05	10,350	10,350	0
Used 2000 Dynapac CA252D Roller Compactor	125 HP	05/12/05	29,941	29,941	0
SSI-Cox Profilograph System	PCCP	06/17/05	40,810	40,810	0
200 10x12x10 paving forms		07/06/05	50,025	50,025	0
Drill, Slab Rider 2-G E-Z 210B-2SRA		08/10/05	15,218	15,218	0
NPK E-205 Hydraulic Hammer (new)		10/05/05	24,638	24,638	0
Triaxle Heavy Frame Trailer, Unit 546		10/05/05	10,540	10,540	0
Rexcon Attachment for Paver		10/06/05	18,704	18,704	0
John Deere Model 700H Crawler Bull Dozer	125 HP	10/12/05	108,312	108,312	0
8000# Lull Model 844 Rough Terrain	8000 lbs	10/12/05	16,902	16,902	0
Terex RT555 Rough Terrain Concrete Crane	55 Ton Crane	10/12/05	105,595	105,595	0
12x60 Mobile Office		12/15/05	10,923	10,923	0
12x60 Mobile Office		12/15/05	14,525	14,525	0
2005 John Deere 650JLT Crawler Bull Dozer	101 HP	04/01/06	103,798	103,798	0
2005 John Deere 650JLGP Crawler Bull Dozer	101 HP	04/01/06	96,012	96,012	0
2006 Volvo Model L90E Loader	(3.3 CY)	04/01/06	132,381	132,381	0
14' Heavyduty Trailer		04/19/06	6,062	6,062	0
2006 Haulmark Trailer 85x20		05/12/06	5,860	5,860	0
Used Gomaco9500 Trimmer Mechanical Spreader	PCCP	07/12/06	122,500	122,500	0
Drill Slab Rider 2-G EZ210B-2SRA		07/13/06	10,976	10,976	0
Drying Disc TMR-16-2 Rome		07/13/06	5,981	5,981	0
Gradall 24" and 40" Buckets		10/05/06	9,964	9,964	0
Morrison 47 1/2' Super Screenshot w/8HP Honda		10/11/06	10,791	10,791	0
EZ Drill #96961 Macro Dust Collection Kit		10/11/06	5,203	5,203	0
NPK E-205 Hammer		10/11/06	67,840	67,840	0
Major Repair to Bobcat T-250		12/11/06	6,899	6,899	0
Major Repair to RT530E		12/27/06	8,727	8,727	0
Town&Country Paving Machine	PCCP	02/22/07	268,000	268,000	0
2005 Ford F750XL Water Truck	2500 Gallon	03/07/07	34,461	34,461	0
2005 Ford F750XL Water Truck	2500 Gallon	03/07/07	34,461	34,461	0
Terex Excavator 225 LC1	(2.0 CY)	03/07/07	17,075	17,075	0
Gradall XL4100	(1.1 CY)	03/07/07	158,145	158,145	0
Gomaco Trimmer 9500 Mechanical Spreader	PCCP	03/19/07	5,236	5,236	0
2007 Econoline Trailer		05/03/07	7,069	7,069	0
18 'EQ Trailer		07/13/07	4,950	4,950	0
2007 Volvo fork Assembler		08/05/07	108,971	108,971	0
Ride on Roller Compactor	(125 HP)	10/26/07	41,715	41,715	0
Tax on Equipment		11/20/07	55,463	55,463	0
Survey Equipment Robot		12/14/07	92,201	92,201	0
Volvo Model L70E Wheel Loader	(3.0 CY)	01/24/08	110,492	110,492	0

**F.H. PASCHEN S N NIELSEN & ASSOCIATES LLC**  
**CONSTRUCTION EQUIPMENT**  
**DECEMBER 31, 2017**

DESCRIPTION		PURCHASE DATE	COST/ BASIS	ACCUM. DEPR	BOOK VALUE
2006 John Deere 850 J WXLT Dozer	200 HP	03/03/08	232,105	232,105	0
Major Repair Terex RT555		03/31/08	9,518	9,518	0
Rexcon Model 2600 Texture Cure Machine	PCCP	04/17/08	887,440	887,440	0
Testing Instrument - R-Meter MRK III		04/17/08	3,365	3,365	0
Excavator purchase-S-300 Bobcat	(0.834 CY)	06/25/08	24,491	24,491	0
M-8100 Slipform Curb & Half-width Paver	PCCP	12/12/08	360,594	360,594	0
G/H E-3000 8000011 & Ground Heater		12/24/08	82,969	82,969	0
80X42 Office Trailer		12/31/08	23,235	23,235	0
80X42 Office Trailer (75% Final Payment)		01/27/09	69,638	69,638	0
Pump, Hose, Purchase WAC PT6LT		02/20/09	9,669	9,669	0
Major Repair Alllled Hammer Rebuild		03/04/09	8,917	8,917	0
Pump 6", WAC PT6LT 5815739, Hose w/ Strai		03/18/09	8,456	8,456	0
LVL form 3x6 2.0E, 75PC Pet to 31'11.5, 56		03/30/09	21,184	21,184	0
Steel Stiffbacks for FHP Gang Forms		03/31/09	75,897	75,897	0
Guntert & Zimmerman Final Finisher w/ Attach		04/27/09	18,769	18,769	0
Major Repair Outrigger Extension in Cylinder Grove		05/11/09	2,538	2,538	0
Auger & Flighting for Volvo 290B Excavator		06/11/09	31,947	31,947	0
Power Transition Adjuster for a C450X		07/02/09	7,469	7,469	0
Major Repairs to Gradall #276		08/28/09	19,701	19,701	0
EX331LC Excavator Rebuild		09/18/09	9,593	9,593	0
Rebuild Rear Plantaries and Breaks Lull		12/08/09	12,631	12,631	0
Steering Controller, Hydraulic, & Sensors		01/05/10	15,162	15,162	0
Position Sensor Sunstrand #MCW102A1005		01/05/10	3,241	3,241	0
Groundrive Motor for Tiner		01/05/10	3,872	3,872	0
Major Repair 850 Dozer #286		01/27/10	3,448	3,448	0
Final Finisher Ski-Pavers #05-1/#06-2; E-1011		02/23/10	5,610	5,610	0
O'Leary's Major Repair E-Z Drill-2 Gang S/N #2929		03/04/10	9,407	9,407	0
O'Leary's Major Repair E-Z Drill-2 Gang S/N #2844		03/04/10	9,615	9,615	0
Miller Formless Shoulder Package	PCCP	04/16/10	102,600	102,600	0
2007 Cat 236B Skidsteer Bucket #295	(0.5 CY)	04/29/10	22,523	22,523	0
2007 Cat 236B Skidsteer Bucket #296	(0.5 CY)	04/29/10	22,523	22,523	0
2007 Cat 924GZ Wheel Loader Bucket #297	(3.6 CY)	04/29/10	80,438	80,438	0
2006 Cat 914 Wheel Loader Bucket #298	(1.75 CY)	04/29/10	56,842	56,842	0
2008 Pro Tech SP12L-Yellow 12' (Tall) #545		04/29/10	5,616	5,616	0
Major Repairs to Gradall 4100		06/15/10	4,382	4,382	0
RTS655 Robotic TS Kit		07/06/10	39,009	39,009	0
Hitachi ZX450LC Excavator w/ CF 72" Bucket	(0.75 CY)	09/29/10	253,530	253,530	0
Generator 70K Watt WAC G70		11/23/10	25,188	25,188	0
Major Repairs to Grove RT530E S/N: 221088		12/09/10	21,276	21,276	0
Towmaster T10T Trailer		08/26/11	5,044	5,044	0
Piling Equipment Sheeting		11/10/11	103,388	103,388	0
Delmag Pile Hammer & Steel Swinging Leads		11/11/11	60,107	60,107	0
Welder, 250-400 AMP0135		11/23/11	9,979	9,979	0
Complete Scanning System with Accessories		12/22/11	20,258	20,258	0
2 Desiccant Dehumid. Electric 480 & 2 A/C Trane 480V		01/12/12	75,951	75,951	0
New Volvo L90F Wheel Loader S/N #28221	(3 CY)	01/30/12	189,858	189,858	0
Volvo L90F Wheel Loader S/N #27628	(3 CY)	01/30/12	152,147	152,147	0
CG600/3X8/DH, Grout Hose & Water Batcher		04/17/12	45,300	45,300	0
O'Leary's-Hydraulic Hammer		05/15/12	39,245	39,245	0
GNSS SPS985 Smart Antenna Kit & Upgrade		05/25/12	24,534	24,534	0
GNSS SPS855 & SPS985 Kits & Upgrades		05/25/12	36,425	36,425	0
Rudd Link-Belt 238 HSL - Concrete 150 Ton Crane	150 Ton Crane	10/26/12	1,204,982	947,236	257,746
2012 L90F Wheel Loader with Bucket	(3 CY)	11/26/12	171,364	171,364	0
2012 L90G Wheel Loader with Bucket	(3.5 CY)	11/26/12	194,822	194,822	0
T & C I Belt Placer	PCCP	02/07/13	499,428	321,061	178,367

**F.H. PASCHEN S N NIELSEN & ASSOCIATES LLC**  
**CONSTRUCTION EQUIPMENT**  
**DECEMBER 31, 2017**

DESCRIPTION		PURCHASE DATE	COST/ BASIS	ACCUM. DEPR	BOOK VALUE
Gomaco GHP 2800 4 Track Paver equipped with Optional Hydraulic Edge Slump	PCCP	02/14/13	1,622,395	1,042,968	579,427
LS 218 HSL CRANE STOCK # 167916	110 Ton Crane	08/07/13	777,699	499,949	277,750
Link Belt 218 HSL Crane	110 Ton Crane	09/23/13	563,295	484,459	78,836
Link Belt 218 HSL Crane	110 Ton Crane	10/18/13	753,603	362,118	391,485
Custom Tie Back Machine 50' Continuous Stroke		11/19/13	324,063	291,656	32,407
ABI 22 Mobilram System		01/17/14	1,980,766	1,386,536	594,230
LoDril DH60 Universal		02/04/14	730,559	511,391	219,168
2013 Volvo EC220DL Excavator	(1.45 CY)	02/22/14	180,365	126,256	54,109
336DL Excavator with hammer		09/12/14	223,436	120,785	102,651
KR 802-3 Klemm Drill		07/31/14	172,550	156,405	16,145
2013 Volvo EC220DL Excavator	(1.73 CY)	11/07/14	163,773	114,641	49,132
Gradall XL4100 IV	245 HP	12/19/14	257,152	180,007	77,145
2014 John Deere 350G IT4 Excavator	(2.3 CY)	03/10/15	221,454	110,727	110,727
2014 John Deere 350G IT4 Excavator	(2.3 CY)	03/10/15	218,236	109,118	109,118
2014 John Deere Model 290GLC Excavator	(1.75 CY)	03/10/15	202,905	101,453	101,452
2014 John Deere Model 290GLC Excavator	(1.75 CY)	03/10/15	190,956	95,478	95,478
2014 John Deere Model 290GLC Excavator	(1.75 CY)	03/10/15	188,811	94,405	94,406
2014 Hitachi ZX350LC-5 Excavator	(2.7 CY)	03/10/15	213,285	106,643	106,642
2006 ZX240 Hitachi Excavator	(1.5 CY)	05/05/15	78,940	39,470	39,470
2014 John Deere 135G IT4 Excavator	(0.65 CY)	05/05/15	146,700	73,350	73,350
Soilmec SR-75 Self Erecting Drilling Rig		05/06/15	1,143,000	571,500	571,500
2014 Volvo L90G - Wheel Loader	(3 CY)	06/01/15	80,014	40,008	40,006
Soilmec SR-75 Self Erecting Drilling Rig		03/17/16	1,171,959	351,588	820,371
2016 Gomaco 9500 Trimmer		04/25/16	572,179	122,610	449,569
Soilmec SR-45 Self Erecting Drilling Rig		06/06/16	793,343	238,003	555,340
Lieca Pavesmart 3D System for GHP 2800 Paver		06/23/17	293,643	29,363	264,280
Lieca Pavesmart 3D System for GHP 9500 Trimmer		06/23/17	210,951	21,095	189,856
<b>Total</b>			<b>22,095,935</b>	<b>15,565,772</b>	<b>6,530,163</b>

## FORM B – KEY PERSONNEL

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### 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.*

## FORM B – KEY PERSONNEL

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### **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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## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Rick Winkler		
<b>Title:</b>	Senior Project Manager		
<b>Number of years with the firm:</b>			13
<b>Number of years with experience in this capacity:</b>			9
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
<b>REFERENCE #1</b> Dick Smith			
<b>Project:</b>		2FM JOC	
<b>Agency/Firm Name:</b>	Dept. of Fleet and Facility Management	<b>Title:</b>	Project Manager
<b>Phone:</b>	312.744.5414	<b>Email Address:</b>	richard.smith@cityofchicago.org
<b>REFERENCE #2</b> Jenelle Hill			
<b>Project:</b>		Chicago Department of Transportation JOC	
<b>Agency/Firm Name:</b>	Chicago Dept. of Transportation	<b>Title:</b>	Civil Engineer III
<b>Phone:</b>	312.744.4686	<b>Email Address:</b>	jenelle.hill@cityofchicago.org
PLEASE ATTACH RESUME			

**15 YEARS OF EXPERIENCE**

## EDUCATION

- Milwaukee School of Engineering, B.S., Construction Management

## LICENSES/CERTIFICATIONS

- Certified Job Order Contracting Professional
- 30 HR OSHA (510)
- Fall Protection Awareness
- Confined Space Awareness

# RICK WINKLER

## Senior Project Manager

### PROFESSIONAL EXPERIENCE

Rick has 15 years of construction industry experience including over 13 years with Paschen. He joined the company after college and worked in our Florida office for two years before returning to Chicago. Rick is a Certified Job Order Contracting Professional and he works with public clients including the Public Building Commission of Chicago. He is responsible for planning, directing, and coordinating all job requirements to ensure that goals and objectives are accomplished in line with prescribed priorities, time limitations, and funding constraints.

### RELEVANT EXPERIENCE

#### Public Building Commission JOC- Facilities Renovation & Site Development

This contract consisted of abatement and demolition associated with new land acquisition and site clearing as well as general construction work on existing facilities. It was awarded in March 2013 and ran through March 2015. 21 work orders worth \$1,261,209 were issued.

Sample work orders:

- CIP Undertaking #36 Grand & LSD Fiber, \$93,622
- Emergency Temp Cooling PD12 Facility Police Station, \$27,604

#### Chicago Department of Transportation JOC

This Job Order Contract began in 2014 and runs through 2019. Work included under this contract includes bridge replacement, structural steel repairs to bridges, marine work, sheeting, structural concrete repairs, bridge jacking, historical statue renovations, and emergency repairs. To date there have been 103 work orders totaling \$45 million

Sample work orders:

- Division Street Bridge Demolition, \$5,638,000
- Lake Street Bascule Bridge Trunnion Trusses Replacement, \$2,734,146

#### Chicago Park District Rapid JOC

This Rapid Response Construction Services contract started in March 2011 and ran through 2015. Work orders ranged in value from \$1,600 to \$1,000,000, and we completed 174 work orders worth over \$18 million. Sample work orders:

- Garfield Park Conservatory Emergency Glass Repair, \$696,915
- Grant Park - 9th Street Lift Station, \$323,940



## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Joe Schmitz		
<b>Title:</b>	Senior Project Manager		
<b>Number of years with the firm:</b>			10
<b>Number of years with experience in this capacity:</b>			20
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b> William Bradford			
<b>Project:</b>	College of Nursing Simulation Lab		
<b>Agency/Firm Name:</b>	<b>Title:</b>	University of Illinois Chicago Associate Director	
<b>Phone:</b>	<b>Email Address:</b>	312.996.9101 wdbradl@uic.edu	
<b>REFERENCE #2</b> William Dawes			
<b>Project:</b>	DCAM 4 Ortho X-Ray		
<b>Agency/Firm Name:</b>	<b>Title:</b>	University of Chicago Medical Senior Project Manager	
<b>Phone:</b>	<b>Email Address:</b>	773.834.9172 william.dawes.uchospitals.edu	
PLEASE ATTACH RESUME			

**27 YEARS OF EXPERIENCE**

## LICENSES/CERTIFICATIONS

- USACE- Construction Quality Management for Contractors (CQM)
- 30 HR OSHA
- EPA RRP
- Asbestos & Lead Awareness
- Fall Protection - Leading Edge & 2 pt Suspension System

# JOE SCHMITZ

## Senior Project Manager

### PROFESSIONAL EXPERIENCE

Joe has 27 years of construction industry experience including 10 years with Paschen. He has managed numerous projects for educational and institutional projects for public clients. He has also spent time in the Estimating Department where he worked on bids for various lump sum projects. Joe will plan, direct and coordinate all project requirements to ensure that goals and objectives are accomplished in accordance with prescribed priorities, time limitations and funding constraints.

### RELEVANT PROJECT EXPERIENCE

#### Chicago Public Schools JOC

The Chicago Public Schools 2010 JOC contract ran from December 2009 to January 2014. Paschen completed 118 work orders for a variety of different project types including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5,912,291 and the total value of work completed under this contract was over \$56 million.

Representative work orders:

- James Doolittle Elementary School Renovation, \$5,913,291
- James Weldon Johnson School / Erie Health Clinic, \$851,993

#### University of Illinois Chicago JOC

Work includes the renovation of existing occupied spaces at multiple locations including the University of Illinois Hospital, Outpatient Care Center, College of Nursing, and academic buildings. Projects include demolition of existing finishes and systems followed by new construction of specialty partitions, flooring, casework, structural steel, fire protection, electrical and data upgrades, HVAC upgrades, medical gases, vacuum systems, and plumbing upgrades.

Representative Work Orders:

- College of Nursing Infill & first floor renovation, \$245,902
- College of Nursing 2nd Floor Conference Rooms, \$204,962
- College of Nursing, Construct simulation labs in basement, \$227,381
- Linac Replacement Oncology Department, \$425,250
- 3T MRI Replacement, \$549,129

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Adele Domasicia		
<b>Title:</b>	Project Manager		
<b>Number of years with the firm:</b>			9
<b>Number of years with experience in this capacity:</b>			7
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b> Sara Lee			
<b>Project:</b>	South Loop Elementary School Site Demolition		
<b>Agency/Firm Name:</b>	Jacobs Facilities	<b>Title:</b>	Project Director
<b>Phone:</b>	630.779.1492	<b>Email Address:</b>	sara.lee@jacobs.com
<b>REFERENCE #2</b> Dave Grouzard			
<b>Project:</b>			
<b>Agency/Firm Name:</b>	Jacobs Facilities	<b>Title:</b>	Project Director
<b>Phone:</b>	773.553.3149	<b>Email Address:</b>	dcgrouzard@cps.edu
PLEASE ATTACH RESUME			

17 YEARS OF EXPERIENCE

## EDUCATION

- Bradley University, B.S., Construction Management & Business Administration

## LICENSES/CERTIFICATIONS

- USACE- Construction Quality Management for Contractors (CQM)
- OSHA 30 Hour (510)
- LEED AP

# ADELE DOMASICA, LEED AP

## Project Manager

## PROFESSIONAL EXPERIENCE

Adele has 17 years of construction industry experience including nine years with Paschen. Much of her project management experience has included fast-track commercial and institutional interior build-outs within occupied spaces for both public and private clients. Her JOC experience includes the Chicago Public Schools, Naperville ezIQC, and Cook County Heavy Highway contracts. Adele will plan, direct and coordinate all project requirements to ensure that goals and objectives are accomplished in accordance with prescribed priorities, time limitations, and funding constraints.

## RELEVANT EXPERIENCE

### Public Building Commission of Chicago

11,000 SF renovation and 2,500 SF expansion of the Whitney M. Young Jr. library. The building will be retrofit for energy efficient mechanical systems and improved lighting. The entire existing library will be gutted during this renovation, except for the ceiling, which will be painted. Features will include an early learning center for children, a YOUmedia digital media lab for teens, new state-of-the-art furniture and equipment, ADA accessibility throughout the building and a computer commons that will add computer capacity, \$4,494,999

### City of Naperville ezIQC

The Naperville ezIQC contract began in June 2011 and runs through June 2019. This contract is available to all public entities statewide and is designed for facility repair and alteration construction services. To date, Paschen has completed 298 task orders which total over \$24 million. Projects are site specific, ranging from building renovations to site improvements. Sample work orders:

- Elgin Recreation Center Tile Replacement, \$59,499
- Naperville Municipal Data Center, \$153,708

### GSA Ohio Statewide IDIQ

This IDIQ contract ran from 2010 to 2014. Work was performed at various sites throughout three geographical zones within Northern and Southern Ohio. Paschen completed 83 task orders, with a total value of \$2,550,466. Representative projects consisted of general office renovation as well as interior construction and building exterior repair. Representative work orders:

- HVAC & Lighting Improvements at Jones Federal Courthouse, \$427,600
- BAS Recommissioning at Potter Stewart Courthouse, \$369,589

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Kris Feeney		
<b>Title:</b>	Project Manager		
<b>Number of years with the firm:</b>			16
<b>Number of years with experience in this capacity:</b>			17
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b> Jack O'Connell			
<b>Project:</b>	Clemente High School		
<b>Agency/Firm Name:</b>	Chicago Public Schools	<b>Title:</b>	Project Manager
<b>Phone:</b>	312.933.3095	<b>Email Address:</b>	jpoconnell@cps.edu
<b>REFERENCE #2</b> Stephen Grant			
<b>Project:</b>	ADA Park and Rainbow Beach		
<b>Agency/Firm Name:</b>	Chicago Park District	<b>Title:</b>	Architect
<b>Phone:</b>	312.742.4649	<b>Email Address:</b>	stephen.grant@chicagoparkdistrict.com
PLEASE ATTACH RESUME			

**20 YEARS OF EXPERIENCE**

## EDUCATION

- B.S., Construction Management, Ferris State University
- A.S., Building Construction Technology, Ferris State University

## LICENSES/CERTIFICATIONS

- USACE Construction Quality Management (CQM) for Contractors
- OSHA 30 Hour
- First Aid/CPR

## EXPERIENCE CHECKLIST



JOC PROJECTS



FAST TRACK PROJECTS



PROJECTS IN OCCUPIED SPACES

# KRIS FEENEY

## Project Manager

### PROFESSIONAL EXPERIENCE

Kris has 20 years of construction industry experience, including 16 years with Paschen. His JOC experience includes estimating and managing projects for the Chicago Park District and Chicago Public Schools, among others. Kris will plan, direct, and coordinate all project requirements to ensure that goals and objectives are accomplished in accordance with prescribed priorities, time limitations, and funding constraints.

### RELEVANT EXPERIENCE

#### Chicago Park District, Ada Park and Rainbow Beach Field House Masonry

This project consisted of restoration to two field house buildings including exterior tuckpointing, masonry repairs, roofing repairs, and interior/exterior painting. \$718,360

#### Roberto Clemente Community Academy High School

This project consisted of repairs to the high school's ceramic tile pool and replacement the main drain and pool equipment. All work was completed during the summer the school's summer break. \$306,049

#### Chicago Transit Authority JOC (1580)

This job order contract for Chicago Transit Authority commenced in January 2014 and continued through January 2017. Projects have included interior and exterior repairs, station renovations, escalator replacement and track replacement. Nineteen work orders have been completed that total over \$10.9 million and range in value from \$124,771 to \$2,247,712. Representative work orders:

- Art Installation Red Line, \$160,000
- 98th Building Envelope, \$424,000

#### Chicago Public Schools JOC (1515)

The Chicago Public Schools 2010 JOC contract ran from December 2009 to January 2014. Paschen completed 118 work orders for a variety of different project types including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5,912,291 and the total value of work completed under this contract was over \$56 million. Representative work orders:

- Schneider/Alcott School New Science Labs & Locker Room, \$830,110
- Carver Middle School Environmental Abatement, \$380,000

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Mike Woods		
<b>Title:</b>	General Superintendent		
			<b>Number of years with the firm:</b> 19
			<b>Number of years with experience in this capacity:</b> 19
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
<b>REFERENCE #1</b> Ayse Kalaycioglu			
<b>Project:</b>		CDOT JOC	
<b>Agency/Firm Name:</b>		Chicago Dept. of General Services	<b>Title:</b> Deputy Commissioner
<b>Phone:</b>		312.744.1032	<b>Email Address:</b> Ayse.Kalaycioglu@cityofchicago.org
<b>REFERENCE #2</b> Dan Burke			
<b>Project:</b>		CDOT JOC	
<b>Agency/Firm Name:</b>		Chicago Dept. of Transportation	<b>Title:</b> Commissioner
<b>Phone:</b>		312.744.5807	<b>Email Address:</b> dan.burke@cityofchicago.org
PLEASE ATTACH RESUME			

**36 YEARS OF EXPERIENCE**

## EDUCATION

- South Suburban Community College, Project Management & Supervision Certificate

## LICENSES/CERTIFICATIONS

- 30 HR OSHA (510)
- USACE Construction Quality Management for Contractors
- First Aid/ CPR/ AED
- Confined Space
- USACE EM-385
- ASHE Certificate

# MIKE WOODS

## General Superintendent

### PROFESSIONAL EXPERIENCE

Mike has 36 years of construction industry experience including 19 years with Paschen. His expertise is in the construction and renovation of concrete structures, including bridges, plazas, decks, tunnels, retaining walls, and other structural elements. Mike oversees field staff on all JOC contracts.

### RELEVANT EXPERIENCE

#### Chicago Department of Transportation JOC - Rehab of Structures

This job order contract commenced in 2014 and will run through March, 2019 and is primarily for rehabilitation of structures and other infrastructure facilities under the jurisdiction of the Chicago Department of Transportation. Work includes, but is not limited to, renovation, rehabilitation, removal, and upgrades to bridges and drainage structures. There have been 43 work orders to date that total over \$24.1 million.

#### Chicago Transit Authority JOC

This job order contract for Chicago Transit Authority commenced in January, 2014 and ran through January 2017. Projects included interior and exterior repairs, station renovations, escalator replacement and track replacement. Nineteen work orders have been completed that total over \$10.9 million and range in value from \$124,771 to \$2,247,712.

#### Chicago Transit Authority JOC

Awarded in September 2012, this contract ran through September 2015. 28 work orders worth over \$22,140,958 were issued. Projects consisted of concrete parking lots, train track/tie replacement, station expansions, and ranged in value from \$50,000 to over \$7.5 million.

#### Chicago Department of General Services JOC

This was a \$48 million job order contract for six years for the Department of General Services for the construction, repair, and maintenance of various facilities including police and fire stations, City Hall, and the Chicago Cultural Center. 50 work orders were completed which ranged in value from \$2,000 to over \$4,500,000 and totaled \$25,330,871. All of this work was typically done while buildings remained open for business; however, it was not uncommon for Paschen to work other than normal hours if this was not feasible.



## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Dana Rhodes		
<b>Title:</b>	Superintendent		
<b>Number of years with the firm:</b>			14
<b>Number of years with experience in this capacity:</b>			11
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b> James Auler			
<b>Project:</b>	Robichaux Park Facility Rehabilitation		
<b>Agency/Firm Name:</b>	Bailey Edward Architecture	<b>Title:</b>	Architect/Engineer
<b>Phone:</b>	312.440.2300	<b>Email Address:</b>	jauler@baileyedward.com
<b>REFERENCE #2</b> Stephen Grant			
<b>Project:</b>	Archer Park		
<b>Agency/Firm Name:</b>	Chicago Park District	<b>Title:</b>	Architect
<b>Phone:</b>	312.742.4649	<b>Email Address:</b>	stephen.grant@chicago-parkdistrict.com
PLEASE ATTACH RESUME			

**17 YEARS OF EXPERIENCE**

## EDUCATION

- Estimating & Construction Coursework, South Suburban College

## LICENSES/CERTIFICATIONS

- USACE Construction Quality Management for Contractors
- OSHA 30 Hour (510)
- Fall Protection - Leading Edge & 2pt Suspension System
- Confined Space
- Asbestos & Lead Awareness
- Scaffold Awareness

# DANA RHODES

## Project Superintendent

### PROFESSIONAL EXPERIENCE

Dana has 17 years of construction industry experience including 14 years with Paschen. She has supervised multiple projects for the Chicago Public Schools, the Chicago Park District, the Chicago Transit Authority, and the Chicago Department of Water Management. Her experience includes complex renovation and restoration work, on building and civil-type projects, typically in and adjacent to occupied areas.

### RELEVANT EXPERIENCE

#### Chicago Park District Group B

This \$4.6 million PBC contract began in April 2018 and continues until November 2018. The projects includes rehabilitation projects at Harrison, Archer, Robichaux, and McKinley Parks.

- Robichaux Park Facility Rehabilitation, \$839,000
- Archer Park Facility Rehabilitation, \$746,000

#### Our Lady of Peace 2016 School Renovations - Bronzeville Lighthouse Charter School

This \$1.1 million renovation to the nearly 100 year old Catholic elementary school, a three story, nearly 20,000 SF building at Our Lady of Peace parish, began in June 2016. Renovations to the interior and exterior of the building included a total asbestos encapsulation, abatement and mitigation of lead-based paint, and installation and upgrading of emergency and life safety items. Necessary masonry tuckpointing, roof patching, and window repair occurred to seal the building envelope.

#### Chicago Transit Authority JOC

This JOC contract was awarded in September 2012 and ran through September 2015. 28 work orders worth over \$22,140,958 were issued. Projects consisted of concrete parking lots, train track/tie replacement, and station expansions, and range in value from \$50,000 to over \$7.5 million. Representative Work Orders:

- Englewood Tie and Plate procurement, \$1,198,074
- Traction Power Cable & Capacity Upgrades, \$3,574,826

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL	
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator
<b>Name:</b>	John Lenon
<b>Title:</b>	Superintendent
<b>Number of years with the firm:</b>	
9	
<b>Number of years with experience in this capacity:</b>	
27	
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>	
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION
REFERENCES	
<b>REFERENCE #1</b> Sheila Atkins	
<b>Project:</b>	Adult Probation Phase II
<b>Agency/Firm Name:</b>	Cook County/Capital Planning
<b>Title:</b>	Project Manager
<b>Phone:</b>	312.533.1531
<b>Email Address:</b>	sheila.atkins@countyil.gov
<b>REFERENCE #2</b> Sheila Atkins	
<b>Project:</b>	Demolition DOC Division 3 and 17
<b>Agency/Firm Name:</b>	Cook County/Capital Planning
<b>Title:</b>	Project Manager
<b>Phone:</b>	312.533.1531
<b>Email Address:</b>	sheila.atkins@countyil.gov
PLEASE ATTACH RESUME	

**27** YEARS OF  
EXPERIENCE

## EDUCATION

- University of Illinois, Architecture
- U.S. Air Force – 1987 – 1991  
Senior Airman, Avionics Technician

## LICENSES/CERTIFICATIONS

- 30 HR OSHA
- First Aid/CPR/AED

# JOHN LENON

## Project Superintendent

### PROFESSIONAL EXPERIENCE

Jonh has 27 years of construction industry experience including nine years with Paschen. He is assigned to the Job Order Contract (JOC) Division where he oversees field construction of work orders for the Public Building Commission and Chicago Public Schools.

### RELEVANT EXPERIENCE

#### Public Building Commission JOC- Facilities Renovation & Site Development

This contract consisted of abatement and demolition associated with new land acquisition and site clearing as well as general construction work on existing facilities. It was awarded in March 2013 and ran through March 2015. 21 work orders worth \$1,261,209 were issued.

Representative work orders:

- CIP Undertaking #36 Grand & LSD Fiber, \$93,622
- Emergency Temp Cooling PD12 Facility Police Station, \$27,604

#### Cook County JOC General Construction

Under this JOC contract, Paschen has completed 33 work orders to date, ranging in value from \$11,000 to \$3.2 million for a total of \$12.6 million. Work includes interior/exterior renovations and site improvements at various Cook County facilities.

- City Hall 7th Floor Server Room, \$754,270
- Department of Corrections Officer's Dining Room, \$2,071,120

#### Chicago Public Schools JOC (1515)

The Chicago Public Schools 2010 JOC contract ran from December 2009 to January 2014. Paschen completed 118 work orders for a variety of different project types including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5,912,291 and the total value of work completed under this contract was over \$56 million.

Representative work orders:

- Schneider/Alcott School New Science Labs & Locker Room, \$830,110
- Carver Middle School Environmental Abatement, \$380,000

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input checked="" type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Juan Quintero		
<b>Title:</b>	Scheduler		
<b>Number of years with the firm:</b>			10
<b>Number of years with experience in this capacity:</b>			12
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input checked="" type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b> Kimberly D. Kozak PE, PMP, RMP			
<b>Project:</b>	Midway Passenger Security Checkpoint Expansion		
<b>Agency/Firm Name:</b>	CarePlus, LLC	<b>Title:</b>	Project Controls Manager
<b>Phone:</b>	312.505.5098	<b>Email Address:</b>	kkozak@careplusllc.org
<b>REFERENCE #2</b> Robert B. Brown PE, LEED AP F-AACE			
<b>Project:</b>	Chicago Public Schools Capital Development		
<b>Agency/Firm Name:</b>	PCS Services	<b>Title:</b>	Program Schedule and Controls Manager
<b>Phone:</b>	630.613.7170	<b>Email Address:</b>	robertbrownpe@gmail.com
PLEASE ATTACH RESUME			

**20 YEARS OF EXPERIENCE**

## EDUCATION

- Northwestern University, McCormick School of Engineering and Applied Sciences, M.S., Project Management
- Universidad Panamericana, Guadalajara, Mexico, B.S., Civil Engineering

## LICENSES/CERTIFICATIONS

- LEED AP
- USACE Construction Quality Management for Contractors
- 40 HR HAZWHOPER

# JUAN QUINTERO, LEED AP

## Scheduler

## PROFESSIONAL EXPERIENCE

Juan has 20 years of construction industry experience including over ten years with Paschen. His responsibilities include creating project baseline schedules, periodic progress updating of project schedules, and implementing project schedules for different agencies including Chicago Transit Authority, Department of Aviation, Chicago Public Schools, and Metropolitan Water Reclamation District of Greater Chicago, among others.

## RELEVANT EXPERIENCE

### Chicago Public Schools

- Steinmetz High School Mechanical /Electrical Upgrade, \$7.2 million
- Coonley Elementary Exterior Renovation, \$3.7 million
- Lewis Elementary Interior/Exterior Renovation, \$7 million
- Von Steuben High School ADA Renovation, \$2.8 million
- Coonley Elementary Boiler Replacement, \$1.4 million
- Curtis Elementary Boiler Replacement, \$2.1 million
- Epic Academy ADA Renovations, \$1.1 million

### Chicago Transit Authority

- 95th Street Terminal Improvements, \$180 million
- Brown Line Capacity Expansion - Belmont and Fullerton Stations, \$112 million
- CTA Red Line South Branch Station Improvements, \$47 million
- Traction Power System Upgrades & Improvements, \$46 million
- Design/Build O'Hare Blue Line Station Improvements - Damen, Western & California Stations, \$24 million
- Brown Line Expansion - Kimball, Kedzie, Francisco, Rockwell, & Western Stations, \$20 million

### Chicago Department of Transportation

- Washington/Wabash New Elevated CTA Station, \$74 million
- Clark-LaSalle/Division Red Line Mezzanine & Platform Renovation, \$41 million
- Morgan Street Elevated Station, \$28 million
- Union Station - New Transit Center, \$ 20 million

### Chicago Department of Aviation

- Midway International Airport Concourse A Additions, \$28.7 million
- O'Hare FedEx Vehicle Maintenance Building, \$11.5 million
- O'Hare Terminal 1 Holdroom Cooling Upgrades, \$2.3 million

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input checked="" type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Sam Dakalis		
<b>Title:</b>	MEP Coordinator		
<b>Number of years with the firm:</b>			6
<b>Number of years with experience in this capacity:</b>			30
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input type="checkbox"/> DIVISION 03 00 00 CONCRETE <input type="checkbox"/> DIVISION 04 00 00 MASONRY <input type="checkbox"/> DIVISION 05 00 00 METALS <input type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input type="checkbox"/> DIVISION 08 00 00 OPENINGS <input type="checkbox"/> DIVISION 09 00 00 FINISHES <input type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input checked="" type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
<b>REFERENCE #1</b> Ray Giderof			
<b>Project:</b>		Wildwood Elementary School Annex	
<b>Agency/Firm Name:</b>	Public Building Commission	<b>Title:</b>	Director of Construction
<b>Phone:</b>	312.744.3090	<b>Email Address:</b>	ray.giderof@cityofchicago.org
<b>REFERENCE #2</b> Ivan Hansen			
<b>Project:</b>		Engine Company 16	
<b>Agency/Firm Name:</b>	City of Chicago 2FM	<b>Title:</b>	Deputy Commissioner
<b>Phone:</b>	312.744.4106	<b>Email Address:</b>	Ivan.hansen@cityofchicago.org
PLEASE ATTACH RESUME			

**30 YEARS OF EXPERIENCE**

## EDUCATION

- Morton College- A.A., Mechanical HVAC

## LICENSES/CERTIFICATIONS

- Commissioning Process Management Professional (CPMP)
- 30 HR OSHA (510)
- Fall Protection - Leading Edge 2pt Suspension Systems
- ASHE Health Care Construction

# **SAM DAKALIS,** CPMP

## MEP Coordinator

## PROFESSIONAL EXPERIENCE

Sam has 30 years of construction industry experience including 15 years as a Commissioning Authority, and 6 years as Paschen's MEP Coordinator / Commissioning Manager. His experience encompasses a diverse history of mechanical design, build, service, installation, and maintenance of all types of systems from light commercial to large institutional/industrial facilities. His hands-on experience provides an intimate knowledge of all types of mechanical applications, the ability to recognize existing and potential problems and suggest effective solutions. Sam will oversee installation of mechanical systems, inspections and testing, and the overall commissioning process.

## RELEVANT EXPERIENCE

### Public Building Commission of Chicago

- Sarah E. Goode STEM Academy, \$62.9 million
- Gwendolyn Brooks College Preparatory Academy, \$34.8 million
- Eric Solorio Academy High School, \$71.1 million
- Durkin Park Elementary School Annex, \$9.7 million
- Stevenson Elementary School Addition & Renovation, \$10 million
- Peck Elementary School Renovation, \$10.3 million
- Chicago Fire Department Engine Company No. 16 New Station, \$11.2 million

### Chicago Public Schools

- \$2 million boiler replacement at George W. Curtis Elementary
- \$3 million renovation to the Disney II Magnet School boiler and roof
- \$10 million mechanical renovation at Carl Schurz High School

### Chicago Dept. Of Aviation

- O'Hare Airport Maintenance Complex Expansion, \$17.6 million
- O'Hare ATS Maintenance & Storage Facility Expansion, \$6.1 million
- O'Hare East Cooling Tower Replacement, \$9.9 million
- O'Hare Terminal One Holdroom Cooling Upgrades, \$2.3 million



## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input checked="" type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Anthony Ricordati		
<b>Title:</b>	Sustainability Coordinator		
<b>Number of years with the firm:</b>			11
<b>Number of years with experience in this capacity:</b>			11
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b> Helen Kessler			
<b>Project:</b>			
<b>Agency/Firm Name:</b>	HJK Associates, Inc.	<b>Title:</b>	Principal
<b>Phone:</b>	773.975.6467	<b>Email Address:</b>	hjkeesler@hjkeesler.com
<b>REFERENCE #2</b> Deeta Bernstein			
<b>Project:</b>			
<b>Agency/Firm Name:</b>	PBC/Cotter Consulting	<b>Title:</b>	
<b>Phone:</b>	312.735.4089	<b>Email Address:</b>	Deeta.bernstein@cityofchicago.com
PLEASE ATTACH RESUME			

**12 YEARS OF EXPERIENCE**

## EDUCATION

- Illinois State University, B.S. Industrial Technology Sequence, Construction Management

## LICENSES/CERTIFICATIONS

- USACE Construction Quality Management for Contractors (CQM)
- OSHA 30 HR (510)
- EM-385 Safety Training
- LEED AP BD + C

# ANTHONY RICORDATI, LEED AP BD + C

## Sustainability Coordinator

## PROFESSIONAL EXPERIENCE

Anthony has 12 years of construction industry experience, including 11 years with Paschen. As a Sustainability Coordinator, Anthony addresses every project systematically to ensure maximum sustainability. His extensive experience with new construction and design-build projects, as well as experience with renovation projects has given him a unique perspective and enables a comprehensive approach to each project and scope.

## RELEVANT EXPERIENCE

### Public Building Commission

- Sarah E. Goode STEM Academy, \$60 million
- Haas Park Fieldhouse, \$4 million
- Gwendolyn Brooks College Prep Addition and Renovation, \$35 million
- Eric Solorio Academy High School, \$71 million
- CPD 9th District Police Station, \$29 million
- CFD Engine Company No. 16, \$11 million

### Chicago Public Schools

- Calmecca Academy of Fine Arts & Dual Language, \$22 million

### Chicago Park District

- Garfield Park Conservatory Renovation, \$5 million

### Chicago Transit Authority

- Dan Ryan South Branch Station Improvements, \$47.1 million

### University of Illinois - Chicago

- UIC University Hall Facade Repair, \$19 million

### United Neighborhood Organization

- Design/Build UNO Galewood Charter School, \$17 million

### MB Financial Bank

- New Lemont Branch Facility, \$1.2 million

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL	
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input checked="" type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator
<b>Name:</b>	Brian Dowdle
<b>Title:</b>	Safety Manager
<b>Number of years with the firm:</b>	
7	
<b>Number of years with experience in this capacity:</b>	
5	
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>	
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION

REFERENCES	
<b>REFERENCE #1</b> Samuel Wit	
<b>Project:</b>	DWM Harrison Dever Cribs Rehab
<b>Agency/Firm Name:</b>	DWM
<b>Title:</b>	Project Manager
<b>Phone:</b>	312.894.4414
<b>Email Address:</b>	Samuel.Wit@ctrwater.net
<b>REFERENCE #2</b> Christopher Juchcinski	
<b>Project:</b>	ComEd Bridge Rehab
<b>Agency/Firm Name:</b>	ComEd
<b>Title:</b>	
<b>Phone:</b>	708.256.8001
<b>Email Address:</b>	Christopher.Juchcinski@ComEd.com

**PLEASE ATTACH RESUME**



**18 YEARS OF EXPERIENCE**

## EDUCATION

- Joliet Junior College, General Studies

## LICENSES/CERTIFICATIONS

- 145 HR Construction Safety Administrator
- OSHA 30 HR (510)
- USACE Construction Quality Management for Contractors
- OSHA 7845 Recordkeeping Rule
- First Aid / CPR / AED
- Confined Space
- Confined Space Entry (29 CFR 1910.146)
- Crane Signal Person
- USACE EM-385
- Excavation Hazard Awareness
- Excavation Safety
- Fall Protection Hazard
- Fall Protection - Leading Edge & 2pt Suspension System
- Rigging Hazard Awareness
- Supported Suspended Scaffold User
- Work Zone Hazard Awareness
- Scaffold Awareness
- EPA RRP
- NFPA 70E Electrical Safety
- ASHE Certificate

# BRIAN DOWDLE

## Safety Manager

## PROFESSIONAL EXPERIENCE

Brian has 18 years of construction industry experience including seven years at Paschen. He has overseen safety and field Construction for JOC contracts for the Chicago Department of Water, Chicago Transit Authority, and Chicago Park District. Among his certifications, he has completed USACE Construction Quality Management for Contractors (CQM), 30 Hour OSHA (510), NFPA 70E Electrical Safety, EM-385, and awareness sessions qualifying him as a Competent Person in several disciplines. He is also First Aid/CPR/AED certified and a 145 HR Construction Safety Administrator.

## RELEVANT EXPERIENCE

### Chicago Department of Transportation JOC

This Job Order Contract began in 2014 and runs through 2019. Work included under this contract includes bridge replacement, structural steel repairs to bridges, marine work, sheeting, structural concrete repairs, bridge jacking, historical statue renovations, and emergency repairs. To date there have been 103 work orders totaling \$45 million. Sample work order:

- Division Street Bridge Demolition, \$5,638,000

### Cook County JOC Mechanical

Under this JOC contract, Paschen has completed 23 work orders, ranging in value from \$11,000 to over \$1.6 million for a total of \$4,318,749. Work orders consist of general mechanical work at various Cook County facilities including court houses, jails, medical facilities, offices and warehouses. Sample work order:

- DOC Central Kitchen Condensing Units, \$1,605,484

### Chicago Public Schools

Work on this contract included abatement, masonry and roof repairs, painting and plastering, floor finishes, structural repairs, light replacement, site work and landscaping, plumbing and mechanical upgrades, playground and field turf installation, and correcting items not in ADA compliance. Sample work orders include:

- George Manierre Elementary School, \$522,931
- Leif Ericson Elementary School, \$880,517

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input checked="" type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Paul Trost		
<b>Title:</b>	Quality Control Manager		
<b>Number of years with the firm:</b>			12
<b>Number of years with experience in this capacity:</b>			10
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input checked="" type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input checked="" type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input checked="" type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input checked="" type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input checked="" type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input checked="" type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input checked="" type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input checked="" type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input checked="" type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input checked="" type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
<b>REFERENCE #1</b> Gary Chaney			
<b>Project:</b>			
<b>Agency/Firm Name:</b>	MSL Corp.	<b>Title:</b>	Material Coordinator
<b>Phone:</b>	847.962.0945	<b>Email Address:</b>	chaneyg@msl-corp.com
<b>REFERENCE #2</b> Rashad Abunimeh			
<b>Project:</b>			
<b>Agency/Firm Name:</b>	CARE Plus, LLC	<b>Title:</b>	Resident Engineer
<b>Phone:</b>	312.285.4631	<b>Email Address:</b>	rabunimeh@careplusllc.org
<b>PLEASE ATTACH RESUME</b>			

**LICENSES/CERTIFICATIONS**

- USACE- Construction Quality Management for Contractors (CQM)
- USACE-EM-385-Safety Training
- IDOT QC/QC PCC Level 3
- IDOT QC/QC HMA Level 2
- IDOT QC/QC Aggregate (5D)
- IDOT QC/QC Nuclear Density Technician
- IDOT S33 - Soils Field Testing and Inspection
- MIT SCAN2 - BT (MIT SCAN Training)
- First Aid Training /CPR/AED
- 10 HR OSHA
- 30 HR OSHA
- NFPA 70E - Hazard Awareness Training
- OSHA 510 – OSHA Standards for Construction
- OSHA 7845 – OSHA Recordkeeping Rule

**PAUL TROST**  
Quality Control Manager

**PROFESSIONAL EXPERIENCE**

Paul has 20 years of construction industry experience including 12 years with Paschen. Paul’s experience includes field supervision for aviation, civil, and transit projects. He is responsible for in-process inspections (three phase), oversight of Independent Testing Laboratories and testing technicians, QC related submittals, requests for inspection of materials, and receiving inspections. He works closely with the project team, including subcontractors, to prevent any quality deficiencies prior to Non-Conformance reports (NCR) being necessary. If an NCR is necessary Paul works to resolve and prevent reoccurrence of any NCRs. He is part of the Paschen Corporate Quality Committee and a Paschen QC trainer. Paul will be responsible for overseeing all work in terms of the quality aspects throughout the project.

**RELEVANT EXPERIENCE**

**Public Building Commission**

- Sarah E. Goode STEM Academy, \$60 million
- Haas Park Fieldhouse, \$4 million
- Gwendolyn Brooks College Prep Addition and Renovation, \$35 million
- CFD Engine Company No. 16, \$11 million
- Air Force Academy Renovation Phase II, \$1.4 million
- Durkin Park Elementary School Annex, \$9.7 million
- Henderson Elementary School Renovation, \$8.1 million
- New Dunning Branch Library, \$4.3 million
- Higgins Elementary School Roof & Exterior Renovation, \$1.5 million
- Rosenblum Park Development, \$3.3 million
- Stevenson Elementary School Linked Annex, \$10.4 million
- Wildwood World Magent School Annex/Renovation, \$10.2 million

**Chicago Department of Aviation**

- O’Hare International Airport Runway 9C-27C Bid Package 1, \$98.5 million
- Midway International Airport Cicero Avenue Relocation, 10.4 million

**Chicago Transit Authority**

- Traction Power Control for Farwell, Armitage & Hill Substations, \$2.4 million

**Chicago Department of Transportation**

- Morgan Street New Elevated CTA Station, \$29.2 million
- Clark / LaSalle & Division Red Line, New CTA Subway Station, \$41.9 million
- Lakefront Trail Improvement, New Navy Pier Flyover, \$22.5 million

## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input checked="" type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Jose Vela		
<b>Title:</b>	Project Manager/General Superintendent		
<b>Number of years with the firm:</b>			10 years
<b>Number of years with experience in this capacity:</b>			5 years
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input type="checkbox"/> DIVISION 03 00 00 CONCRETE <input type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b>			
<b>Project:</b>	HSC-Zackery Hotel		
<b>Agency/Firm Name:</b>	RG Construction	<b>Title:</b>	Brian Garcea Vice-President
<b>Phone:</b>	630-782-0180	<b>Email Address:</b>	brian_garcea@rgconstruction.com
<b>REFERENCE #2</b>			
<b>Project:</b>	Rosenwald Courts Apartments		
<b>Agency/Firm Name:</b>	George Sollitt Construction	<b>Title:</b>	Tom Baker Vice-President
<b>Phone:</b>	630-860-7333	<b>Email Address:</b>	tbaker@sollitt.com
<b>PLEASE ATTACH RESUME</b>			



**20 YEARS OF EXPERIENCE**

## EDUCATION

- El Paso High School

## LICENSES/CERTIFICATIONS

- OSHA 30 HR

# JOSE VELA

## Project Manager/General Superintendent

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### PROFESSIONAL EXPERIENCE

Jose is a skilled construction project manager with over 20 years of experience in residential and commercial construction. He has worked with Ashlaur Construction since 2012 and he has a strong history of completing projects on time and on budget. Additionally, Jose has expertise in all aspects of building, remodeling and managing general construction projects including material estimates, subcontractors and laborers. He is responsible for Responsible for the planning, documentation, execution and overall management of all projects including; submittals, change orders, construction materials acquisitions, communication and other aspects of project management.

### RELEVANT EXPERIENCE

- Manage all construction activities following project approvals
- Contract and coordinate with general contractors, architects and engineers for all stages of new construction
- Create, review and analyze blueprints and specifications to determine project requirements and to prepare estimates
- Develop scope of work and a plan for execution
- Negotiate with vendors and other resources
- Manage multiple construction projects overseeing all aspects of building and site construction
- Manage construction projects including overall direction, administration, contract execution and financial outcomes of projects
- Monitor and control project safety, quality, direct costs, and schedules
- Ensure projects adhere to relevant regulations, obligations and within the expected time frame
- Provide effective and timely communications between architect, engineers, general contractors, support services, property owners and employees
- Interview, hire and schedule quality employees in all trades





## FORM B – KEY PERSONNEL

*Please complete a form for each Key Personnel.*

KEY PERSONNEL			
<b>Role:</b>	<input checked="" type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input checked="" type="checkbox"/> Scheduler <input checked="" type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
<b>Name:</b>	Mejia Dyson		
<b>Title:</b>	Project Manager		
<b>Number of years with the firm:</b>			18 years
<b>Number of years with experience in this capacity:</b>			15 years
<b>Project Type:</b> <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input checked="" type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input checked="" type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input checked="" type="checkbox"/> DIVISION 03 00 00 CONCRETE <input checked="" type="checkbox"/> DIVISION 04 00 00 MASONRY <input checked="" type="checkbox"/> DIVISION 05 00 00 METALS <input checked="" type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input checked="" type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input checked="" type="checkbox"/> DIVISION 08 00 00 OPENINGS <input checked="" type="checkbox"/> DIVISION 09 00 00 FINISHES <input checked="" type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT	<input checked="" type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input checked="" type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input checked="" type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input checked="" type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION		
REFERENCES			
<b>REFERENCE #1</b>			
<b>Project:</b>	Near North Medical Center		
<b>Agency/Firm Name:</b>	Powers and Sons Construction	<b>Title:</b>	Dan O'Laughlin Project Manager
<b>Phone:</b>	219-949-3100	<b>Email Address:</b>	dolaughlin@powersandsons.com
<b>REFERENCE #2</b>			
<b>Project:</b>	Sage Crest Apartments		
<b>Agency/Firm Name:</b>	Skender Construction	<b>Title:</b>	Erik Amos Project Manager
<b>Phone:</b>	312-564-8263	<b>Email Address:</b>	eamos@skender.com
<b>PLEASE ATTACH RESUME</b>			



**18 YEARS OF EXPERIENCE**

## EDUCATION

- North Carolina A&T State University, B.S. Construction Management

## LICENSES/CERTIFICATIONS

- OSHA 30 HR

# MEJIA DYSON

## Project Manager

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### PROFESSIONAL EXPERIENCE

Mejia has 18 years of construction industry experience with Ashlaur Construction. He has served as a Project Manager for 15 years working with public and private clients. In addition to project management his experience includes staff training as well as building and maintaining client relationships through business development.

### RELEVANT EXPERIENCE

#### Project Manager

- Develops and implements a Strategic Plan that enabled the company to focus on building a strong team and adapt successfully to changing marketing demands.
- Trained existing staff, hired additional business development project teams to increase productivity and effectiveness.
- Redefined all departmental operational procedures increasing efficiency and decreasing production errors and lead time.
- Identifies product gaps and redesign solutions to meet project demands.

#### Construction Manager

- Review and analyze plans and blueprints in order to monitor and ensure compliance with plan specifications.
- Balance the high demands and needs of upper management, general contractors and project manager in all areas of construction projects.
- Build teams of drywall hangers, tapers, painter, finish carpenters and laborers to complete each project within the timeline and with a goal of "no punch list".



**Narrative Statement for Form B - Key Personnel**  
**Page 1 of 1**

Our staffing philosophy is to provide experienced key personnel who are trained to execute company policies and procedures. Additionally, we give our Project Managers the authority to operate autonomously to ensure the timely performance of projects in accordance with the contract requirements.

This approach best fits Owners' needs because it allows us to rapidly respond while still maintaining project budgets, schedules, and quality control measures. As evidenced by our experience, our proposed team are experienced in the management of multiple job order construction contracts in multiple. Our entire team is experienced in job order contracting work to get the programs up and running as quickly and smoothly as possible.

In addition to the proposed key personnel staff, Paschen Ashlaur Joint Venture II collectively has over 200 full time technical staff to supplement the staffing requirements for this contract depending on the quantity, complexity and timing of work orders. The field staff will be augmented with support from the corporate office as required, particularly in the areas of accounting, risk management, safety, and affirmative action/equal employment opportunity.

## FORM C – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned James V. Blair, as Agent | Chief Executive Officer  
Name Title

and on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
<b>Name of Firm:</b>	F.H. Paschen, S.N. Nielsen & Associates LLC		
<b>Address:</b>	5515 N. East River Road		
<b>City/State/Zip:</b>	Chicago, IL		
<b>Telephone:</b>	773.444.3474	<b>Facsimile:</b>	773.444.5399
<b>FEIN:</b>	36-4518443	<b>SSN:</b>	
<b>Email:</b>	jblair@fhpaschen.com		
<b>Nature of Transaction:</b>			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____

## FORM C – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		Illinois
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>		
<b>Telephone:</b>		
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Title</b>	
Please see the attached.		
<b>Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
FHP TR Trust No. 1	5515 N East River Road, Chicago, IL 60656	66 %
James V. Blair	5515 N East River Road, Chicago, IL 60656	17 %
		%
		%
<b>LLC's only, indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input checked="" type="checkbox"/> Manager-managed	<b>Name:</b> FHP Management Inc.
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		

CERTIFICATE

I do hereby certify that the following is a true, complete and correct copy of a resolution of the Directors of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC on February 1, 2018.

RESOLVED, that the following are hereby authorized to execute and deliver for and on behalf of F. H. Paschen, S.N. Nielsen & Associates LLC contracts of all kinds, including but not limited to, construction proposals, bids, construction contracts, joint venture agreements, change orders, bid bonds, payment and performance bonds, letters of credit and any and all documents, instruments and papers which in their discretion may be necessary, expedient, or proper for the presentation of a proposal and if awarded a contract for the construction upon which F. H. Paschen, S.N. Nielsen & Associates LLC is engaged or will become engaged as a Contractor or Manager; The Agents are As Follows:

James V. Blair	Agent
James J. Habschmidt	Agent
Joseph V. Scarpelli	Agent
Robert F. Zitek	Agent
W. Mark Barkowski	Agent
Charles Freiheit	Agent
Roland Schneider	Agent
Timothy B. Stone	Agent
Leo J. Wright	Agent

Resolved further, that the following are authorized to sign on behalf of F.H. Paschen, S.N. Nielsen & Associates LLC, any construction proposals, bids, construction contracts, change orders, subcontract agreements, task orders and purchases orders:

Riley C. Baron	Agent	William Rocha	Agent
Tedd Bloom	Agent	Ronald Rydosz	Agent
Perry Scott Bowden	Agent	Jeremy Seyller	Agent
Jeanette Charon	Agent	James Simon	Agent
Michael Clementi	Agent	Wayne Thompson	Agent
Anthony Izzi	Agent	Tony Trost	Agent
Matthew Moss	Agent	Greg Yavicoli	Agent
Francis Mullaghy	Agent		

Resolved further, James J. Habschmidt, Secretary and each Assistant Secretary of of FHP Management, Inc., the Sole Manager of F.H. Paschen, S.N. Nielsen & Associates LLC is authorized to certify the foregoing resolution to any third party to further business operations of F.H. Paschen, S.N. Nielsen & Associates LLC.

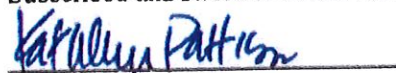
I do hereby further certify that said resolution has not been amended or repealed and is in full force and effect.

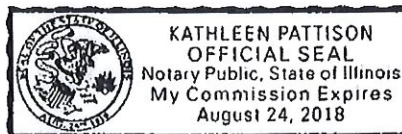
IN WITNESS WHEREOF I have hereunto set my hand as Secretary of FHP Management, Inc., the Sole Manager of F. H. Paschen, S.N. Nielsen & Associates LLC., this 9<sup>th</sup> day of March, 2018.

  
James Habschmidt  
Secretary

State of Illinois  
County of Cook

Subscribed and sworn to before me this 9th day of March, 2018.

  
Notary Public



## FORM C – DISCLOSURE AFFIDAVIT

**B. PARTNERSHIPS    N/A**

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	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

**C. SOLE PROPRIETORSHIP N/A**

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address

## FORM C – DISCLOSURE AFFIDAVIT

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. 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. Bribe 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
  - b. 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:
  - a. 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.



## FORM C – DISCLOSURE AFFIDAVIT

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### 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

1. 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.
2. 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.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

**N/A**

## FORM C – DISCLOSURE AFFIDAVIT

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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.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

**N/A**

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

1. 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

1. 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.

**N/A**

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.

# FORM C – DISCLOSURE AFFIDAVIT

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary): **N/A**

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.

- B. 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.

## H. 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.

## I. 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

James V. Blair

Name of Authorized Officer (Print or Type)

Agent | Chief Executive Officer

Title

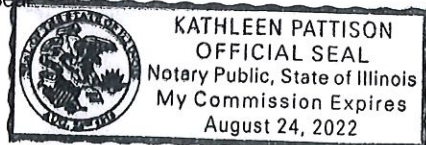
773.444.3474

Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 19 day of October, 2018 by  
James V. Blair (Name) as Agent | Chief Executive Officer (Title) of  
F.H. Paschen, S.N. Nielsen & Associates LLC (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal



| 129

## FORM C – DISCLOSURE AFFIDAVIT

### I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned Zollie Carradine, as President  
Name Title

and on behalf of Ashlaur Construction  
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
<b>Name of Firm:</b>	Ashlaur Construction		
<b>Address:</b>	509 E. 75th Street		
<b>City/State/Zip:</b>	Chicago, IL 60619		
<b>Telephone:</b>	773-651-1900	<b>Facsimile:</b>	773-651-1919
<b>FEIN:</b>	36-4452691	<b>SSN:</b>	332-64-7761
<b>Email:</b>	zcarradine@ashlaurconstruction.com		
<b>Nature of Transaction:</b>			
<input type="checkbox"/> Sale or purchase of land <input checked="" type="checkbox"/> Construction Contract <input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Other _____			

### II. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all Bidders/Proposers shall provide the following information with their Bid/Proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".	
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Not-for-profit Corporation <input type="checkbox"/> Other: _____



## FORM C – DISCLOSURE AFFIDAVIT

### A. CORPORATIONS AND LLC'S

<b>State of Incorporation or Organization:</b>		Illinois
<b>If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>City/State/ZIP:</b>		
<b>Telephone:</b>		
<b>Identify the names of all officers and directors of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Title</b>	
Zollie Carradine	President	
<b>Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity.</b> <i>(Please attach list if necessary.)</i>		
<b>Name</b>	<b>Address</b>	<b>Ownership Interest Percentage</b>
Zollie Carradine	2085 Parkview Drive, South Holland, IL 60473	100 %
		%
		%
<b>LLC's only, Indicate Management Type and Name:</b>		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	<b>Name:</b> _____
<b>Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?</b>		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.</i>		



## FORM C – DISCLOSURE AFFIDAVIT

### 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	Type	Ownership Interest Percentage
N/A		%
		%
		%
		%
		%

### 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:	
If the answer is no, please complete the following two sections.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.	
Name of Principal(s)	
N/A	
If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.	
Name	Address
N/A	



## FORM C – DISCLOSURE AFFIDAVIT

### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

1. 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
  - b. 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:
  - a. 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.



## FORM C – DISCLOSURE AFFIDAVIT

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### 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 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

1. 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.
2. 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.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.





## FORM C – DISCLOSURE AFFIDAVIT

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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/FEEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. 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

1. 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

1. 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.



# FORM C – DISCLOSURE AFFIDAVIT

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.

- B. 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.

## H. 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.

## I. 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

Zollie Carradine  
Name of Authorized Officer (Print or Type)

President  
Title

773-651-1900  
Telephone Number

State of Illinois  
County of Cook

Signed and sworn to before me on this 15th day of October, 2018 by  
Zollie Carradine (Name) as President (Title) of  
Ashlaur Construction (Bidder/Proposer/Respondent or Contractor)

  
Notary Public Signature and Seal



## 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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 <u>See attached.</u>		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## 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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input checked="" type="checkbox"/>



**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 :

F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES, LLC.  
5515 N. EAST RIVER ROAD  
CHICAGO IL 60656-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04257

CERTIFICATE NUMBER: GC04257-15

FEE: \$ 2000

DATE ISSUED: 03/22/2018

DATE EXPIRES: 04/16/2019

**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 COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

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

**Rahm Emanuel**  
Mayor

A handwritten signature in cursive script, appearing to read 'Judith Frydland'.

**Judith Frydland**  
Commissioner

**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 :

ASHLAUR CONSTRUCTION COMPANY INC  
509 EAST 75TH STREET  
CHICAGO IL 60619

LICENSE CLASS: (B) \$10,000,000 PROJECT CEILING



LICENSE NUMBER: TGC093880

CERTIFICATE NUMBER: GC093880-2

FEE: \$ 1000

DATE ISSUED: 02/13/2018

DATE EXPIRES: 03/01/2019

**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 COOK AND CITY OF CHICAGO AND ALL AGENCIES THEREOF.

*Rahm Emanuel*  
Rahm Emanuel  
Mayor

*Judith Frydland*  
Judith Frydland  
Commissioner

# CITY OF CHICAGO

## LICENSE CERTIFICATE NON-TRANSFERABLE

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

NAME:

DBA ASHLAUR CONSTRUCTION INC  
AT.

PRINTED ON:  
08/27/2018

ASHLAUR CONSTRUCTION INC.  
509 E. 75TH ST.  
CHICAGO, IL 60619

LICENSE NO.:

CODE:

FEE:

LICENSE:

1542589

1010

\$\*\*\*\*250.00

Limited Business License

This license is a privilege granted and not a property right. This license is the property of the City of Chicago.

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

WITNESS THE HAND OF THE MAYOR OF SAID CITY AND THE CORPORATE SEAL THEREOF

THIS 15 DAY OF OCTOBER, 2018

EXPIRATION DATE

October 15, 2020

ATTEST:



*Rahm Emanuel*

MAYOR

ACCOUNT NO. 218134

SITE: 2

TRANS NO

*Anna M. Valencia*

CITY CLERK



THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE UPON THE LICENSED PREMISES.

# 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
01	September 25, 2018
02	October 11, 2018
03	October 13, 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	<u>0</u> . <u>9</u> <u>2</u> <u>4</u> <u>8</u>	.50	<u>0</u> . <u>4</u> <u>6</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>7</u> <u>1</u> <u>0</u>	.30	<u>0</u> . <u>2</u> <u>9</u> <u>1</u> <u>3</u>
3.	Non Pre-priced: For Non Pre-priced Work	<u>1</u> . <u>1</u> <u>5</u> <u>0</u> <u>0</u>	.20	<u>0</u> . <u>2</u> <u>3</u> <u>0</u> <u>0</u>
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			<u>0</u> . <u>9</u> <u>8</u> <u>3</u> <u>7</u>

**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

## 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	<u>TBD</u>
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	<u>0.50</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	<u>TBD</u>
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	<u>0.10</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	<u>TBD</u>
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	<u>0.50</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	<u>TBD</u>
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	<u>.01</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	<u>TBD</u>
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	<u>.01</u>

## FORM J – AWARD CRITERIA FIGURE

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
<b>Award Criteria Figure \$</b>		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:

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

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

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

## FORM J – AWARD CRITERIA FIGURE

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

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

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

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

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

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

- d. Liquidated Damages, if any, will be calculated 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:

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

## FORM J – AWARD CRITERIA FIGURE

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### 6. Major Trades

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

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

FORM K – ACCEPTANCE

A. PROPOSAL ACCEPTANCE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

*[Signature]*  
Lori Ann Lypson, Secretary

*Rahm Emanuel*  
Mayor Rahm Emmanuel, Chairman

CONTRACTING PARTY

F.H. Paschen, S.N. Nielsen & Associates LLC  
Contractor Name

5515 N East River Road, Chicago, IL 60656  
Address

IF A CORPORATION: ~~CORPORATION~~ LLC

Name: James V. Blair

Title: Agent | Chief Executive Officer

Signature: *[Signature]*

ATTEST BY: *[Signature]* James Häbschmidt  
Secretary

IF A PARTNERSHIP:

Partner (Signature) \_\_\_\_\_  
Address \_\_\_\_\_

Partner (Signature) \_\_\_\_\_  
Address \_\_\_\_\_

Partner (Signature) \_\_\_\_\_  
Address \_\_\_\_\_

IF A SOLE PROPRIETORSHIP:

Signature \_\_\_\_\_ Address \_\_\_\_\_

NOTARY PUBLIC

County of Cook State of IL

Subscribed and sworn to before me on this 19th day of October, 2018.

*Kathleen Pattison* (SEAL)  
Notary Public Signature



Commission Expires: 8-24-22

APPROVED AS TO FORM AND LEGALITY

*Anne J. Freed* Date: 2-20-2019  
Neal & Leroy, LLC

FORM K – ACCEPTANCE

A. PROPOSAL ACCEPTANCE

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

PUBLIC BUILDING COMMISSION OF CHICAGO

Lori Ann Lypson, Secretary

Mayor Rahm Emmanuel, Chairman

CONTRACTING PARTY

Ashlaur Construction Company, Inc.

509 E. 75th Street, Chicago, IL 60619

Contractor Name

Address

IF A CORPORATION:

Name: Zollie Carradine

Title: President

Signature:

ATTEST BY:

Zollie Carradine

Secretary

IF A PARTNERSHIP:

Partner (Signature)

Address

Partner (Signature)

Address

Partner (Signature)

Address

IF A SOLE PROPRIETORSHIP:

Signature

Address

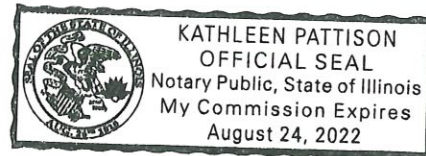
NOTARY PUBLIC

County of COOK

State of IL

Subscribed and sworn to before me on this 19 day of OCT., 20 18.

Kathleen Pattison (SEAL) Notary Public Signature



Commission Expires: 8-24-22

APPROVED AS TO FORM AND LEGALITY

Anne L. Zredd Date: 2-20-19

Neal & Leroy, LLC

FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

James V. Blair, being first duly sworn, deposes and says that:

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

(Signed) James V. Blair

Agent | Chief Executive Officer (Title)

Subscribed and sworn to before me this 19th day of October 20 18

Kathleen Pattison

NOTARY PUBLIC (Title)

My Commission expires: 8-24-22





FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Zollie Carradine, being first duly sworn, deposes and says that:

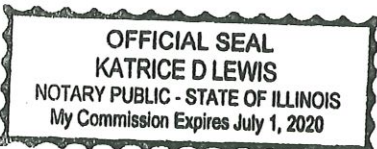
- (1) He/She is President (Owner, Partner, Officer, Representative or Agent) of Ashlaur Construction the Bidder that has submitted the attached Bid;
(2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)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

(Signed) [Signature]
President

(Title)
Subscribed and sworn to before me this 15th day of October 20 18

[Signature]
NOTARY PUBLIC

(Title)
My Commission expires: July 1, 2020



# 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.*

A. Name of joint venture Paschen Ashlaur Joint Venture II

B. Address of joint venture 5515 N East River Road

Chicago, IL 60656

C. Phone number of joint venture 773.444.5399

D. Identify the firms that comprise the joint venture

Ashlaur Construction Company, Inc. (Ashlaur)

F.H. Paschen, S.N. Nielsen & Associates LLC (FHP)

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. Paschen has operated as a General Contractor and Construction Manager for over 40 years with a family history in construction for over 100 years, including four decades of JOC experience. Our portfolio includes new building projects and multifaceted renovations for educational/institutional facilities, transit facilities, aviation, highway transportation, maintenance facilities, industrial/utility facilities, corporate facilities, and water treatment plants and pump stations.

E. Nature of joint venture's business

Joint Venture agreement

F. Provide a copy of the joint venture agreement. \*Please see the attached.

G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 20 %

H. Specify as to:

1. Profit and loss sharing 20 %

2. Capital contributions, including equipment 20 %

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

N/A

# FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

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

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

None

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

1. Financial decisions

Ashlaur: Zollie Carradine, African-American, Male, CEO; Roosevelt McGee, African-American, Male, CFO  
FHP: James V. Blair, Caucasian, Male, CEO; James B. Habschmidt, Caucasian, Male, CFO

2. Management decisions such as:

a. Estimating

Ashlaur: Zollie Carradine, African-American, Male, CEO  
Anthony Izzì, Caucasian, Male, Vice President

b. Marketing and Sales

N/A

c. Hiring and firing of management personnel

Ashlaur: Zollie Carradine, African-American, Male, CEO  
Anthony Izzì, Caucasian, Male, Vice President

d. Other

3. Purchasing of major items or supplies

Ashlaur: Zollie Carradine, African-American, Male, CEO; Roosevelt McGee, African-American, Male, CFO  
FHP: James V. Blair, Caucasian, Male, CEO; James B. Habschmidt, Caucasian, Male, CFO

4. Supervision of field operations

Ashlaur: Zollie Carradine, African-American, Male, CEO  
Anthony Izzì, Caucasian, Male, Vice President

5. Supervision of office personnel

Ashlaur: Zollie Carradine, African-American, Male, CEO  
Anthony Izzì, Caucasian, Male, Vice President

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

Please refer to page 5 of Joint Venture Agreement; 10. Bank Account; Working Capital

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

Ashlaur: Project Manager: 2; Superintendent: 2; Scheduler: 2

FHP: Senior Project Manager: 2; Project Manager: 2; Superintendent: 3; Sustainability Coordinator: 1;

Scheduler: 1; Safety Manager; 1; Quality Control Manager; 1

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

Control and structure of this Joint Venture is defined by the Joint Venture Agreement

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.

Ashlaur Construction Company, Inc. (Ashlaur)

F.H. Paschen, S.N. Nielsen & Associates LLC (Paschen)

Name of Joint Venturer

Name of Joint Venturer

*[Signature]*  
Signature

*[Signature]*  
Signature

Zollie Carradine

James V. Blair

Name  
Committee Member

Name  
Committee Member

Title  
10/19/2018

Title  
10/19/2018

Date

Date

State of IL County of Cook

State of IL County of Cook

On this 19 th day of October, 20 18

On this 19 th day of October, 20 18

before me appeared (Name)

before me appeared (Name)

ZOLLIE CARRADINE

JAMES V BLAIR

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

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

that he or she was properly authorized by

that he or she was properly authorized by

(Name of Joint Venture)

(Name of Joint Venture)

Paschen Ashlaur Joint Venture II

Paschen Ashlaur Joint Venture II

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.

*[Signature]*

*[Signature]*

Notary Public

Notary Public

Commission expires: 8-24-22  
(SEAL)

Commission expires: 8-24-22  
(SEAL)



## JOINT VENTURE AGREEMENT

This Joint Venture Agreement (the Agreement) is executed this 19th day of October, 2018, by and between **F.H. Paschen, S.N. Nielsen & Associates LLC (FHP)**, an Illinois Limited Liability company, having its principal place of business at 5515 N. East River Road, Chicago, Illinois 60656 and **Ashlaur Construction Company, Inc. (Ashlaur)**, an Illinois corporation, having its principal place of business at 509 E. 79<sup>th</sup> Street, Chicago, Illinois 60619, shall collectively be referred to herein as the Parties.

### WITNESSETH

WHEREAS, the **Public Building Commission of Chicago** (the Owner), has solicited bids for a construction project known as **Job Order Contracting Services, RFP No. PS3012** (hereinafter referred to as the Project); and

WHEREAS, the Parties desire to associate with one another as Joint Venturers for the purpose of (i) preparing and submitting to the Owner a Proposal and Bid (hereinafter collectively referred to herein as the Proposal and Bid) for the award of the Project and, (ii) if successful, to construct the Project pursuant to the terms of a Contract with the Owner (the Contract); and

WHEREAS, in connection with the Proposal and Bid, and the Contract if the Proposal and Bid is accepted by the Owner, the Parties hereto desire to describe, define, and agree upon their respective duties, rights, interests and obligations as between themselves with respect to the Proposal and Bid issued by the Joint Venture to the Owner and/or the Contract if awarded by the Owner to the Joint Venture.

NOW THEREFORE, in consideration of the mutual promises and agreements herein given to one another, the Parties forming this Joint Venture agree as follows:

**1. Formation, Purpose and Scope:**

The Parties hereto associate themselves as a Joint Venture for the sole and limited purpose of: (a) preparing and submitting one Proposal and Bid to the Owner for award of the Project Contract and for (b) executing, carrying out and performing the Contract to be entered into with the Owner if awarded to the Joint Venture. This Joint Venture is limited to the Proposal and Bid and Contract work for the Project. Each of the respective Parties to this Agreement may otherwise carry on its separate business for its sole benefit.

**2. Name and Location:**

The name of this Joint Venture shall be **Paschen Ashlaur Joint Venture II** (hereinafter the Joint Venture). The initial principal place of business of the Joint Venture shall be 5515 N. East River Road, Chicago, Illinois 60656 subject to relocation at the sole discretion of the Managing Party (as designated herein).

**3. Relationship of the Parties:**

3.1 Nothing contained in this Agreement shall be construed to create an ongoing partnership between the Parties or give rise to an ongoing agency relationship other than as specifically set forth in this Agreement for performance of the Contract. The Parties hereto shall be Joint Venturers only with respect to preparation and submission of the Proposal and Bid and the performance of the Contract, and nothing contained in this Agreement shall render any Party liable for any debts or obligations unrelated to the Joint Venture.

3.2 This Joint Venture Agreement shall continue in effect until terminated pursuant to Section 23 of this Agreement.

3.3 Nothing contained in this Agreement shall create or be interpreted or construed so as to create any permanent relationship between the Parties hereto or limit their respective rights to carry on their individual businesses for their own respective benefit, including other work for the Owner which does not relate to the Project.

**4. Interest of the Parties/Division of Responsibility of the Work:**

4.1 Except as may otherwise be provided herein, each Party shall be entitled to those interest and shares in and to the Joint Venture and its assets and property, and any revenues, profits, losses, liabilities and tax benefits which may be derived from the performance of the Contract, and shall be responsible as among the Parties for those obligations and liabilities in connection with the Contract, and with respect to any and all obligations and liabilities of the Joint Venture in connection therewith shall be in the following percentages:

<b>FHP</b>	<b>80%</b>
<b>Ashlaur</b>	<b>20%</b>

**FHP** shall be the Managing Party as the term is used herein.

4.2 If the Contract is awarded by the Owner, as between themselves, the Parties shall undertake and be fully responsible for the work as it will be determined by and between the Parties at the finalization of negotiations of the Contract with the Owner and pursuant to the to be prepared Schedule B, made a part hereof by reference. As provided herein, each respective Party shall furnish the staff and labor required to perform their portion of the Contract work as determined by the Management Committee. Such labor shall be in accordance with the terms of any applicable collective bargaining agreement(s).

4.3 Each Party shall be reimbursed for all authorized Joint Venture expenses incurred in providing said labor, as approved by the Managing Party and the Management Committee. The reimbursement shall include salaries, insurance, employee benefits, workers' compensation insurance, and other related employment taxes levied by Federal, State or local authorities.

5. **Best Efforts:**

Each Party hereto shall use its best efforts to carry out the purposes of this Agreement to cooperate with the other Party fully and to attend all meetings of the Joint Venture and management Committee to the end that the business affairs of the Joint Venture shall be conducted in an orderly and businesslike manner. In no event shall the existence of any dispute excuse any Party from the full and faithful performance of this Agreement.

6. **Pre-Proposal/Bid, Pre-Award and Initial Award Considerations:**

6.1 FHP shall coordinate the preparation of the Proposal and Bid with appropriate input from Ashlaur. The Parties hereby agree to submit a Proposal and Bid to the Owner's specifications in an amount and on terms mutually agreeable to the Parties prior to its submission. Approval of the Contract price and terms and conditions shall be by both parties and will be evidenced by execution of the contract on behalf of each Party hereto. Should the Parties fail to agree as to the terms and conditions of the Proposal or bid, the Joint Venture and this Agreement shall terminate, subject to the rights and obligations to the Parties which may have accrued prior to such termination.

6.2 If at any time prior to the actual submission of the Proposal or Bid to the Owner any Party may withdraw and be under no further obligation hereunder. Upon the withdrawal by one Party the other Party may submit a Project Bid alone, or in conjunction with another third party, without any obligation to the withdrawing Party. In this event, the remaining Party must provide its own Payment and Performance Bond.

6.3 Any negotiations between the Parties and the Owner or between the Parties and the sureties, if any, subsequent to the submission of the Proposal and Bid, but prior to any Contract award, shall be conducted by the Parties jointly.

6.4 All pre-Proposal and Bid costs shall be the sole cost and expense of the Party incurring same and shall not be considered a cost of the work pursuant to the Contract or an obligation of the Joint Venture.

6.5 The Joint Venture and this Agreement shall be null and void if the Joint Venture is not awarded the Project Contract by the Owner subject only to any costs and expenses jointly incurred by the Parties hereto.

6.6 If awarded the Contract, the Parties shall jointly and severally execute the Contract and all bonds which may be required by the Contract and each shall cause the execution and delivery of corporate indemnity agreements as required by any surety or as required by the managing Party from time to time. All bonds and insurance which may be required by the Bid, Contract or this Agreement shall be provided as contained therein and herein.

7. **Indemnification:**

7.1 Except as otherwise expressly contained herein, each Party agrees to indemnify, defend and hold harmless the Joint Venture and the other Party from and against all claims,

damages, losses and expenses, including but not limited to attorney's fees and costs, arising from or attributable to performance of work by said Party on the Project to the extent such are caused in whole or in part by any negligent act or omission of said Party, anyone directly or indirectly employed by said Party or anyone for whose acts said Party may be liable, regardless of whether such claims, damages, losses and expenses are caused in small part by the Party indemnified hereunder.

7.2 Notwithstanding any of the foregoing, no Party shall be entitled to indemnification from the other Party for the Wrongful Actions, negligence or intentional misconduct of said Party. Wrongful Actions shall mean actions that constitute fraud, bad faith, willful violation of this Agreement or willful violation of law.

## **8. Insurance:**

8.1 The Management Committee shall determine the amount, type and limits of insurance coverage needed to protect the Joint Venture and the Parties hereto against any risk of loss that will be assumed or required under the Contract and this Agreement. The responsibility for obtaining, and paying costs for all required and necessary Contract insurance shall be borne by the Joint Venture, or each Party hereto, as provided and listed on the attached Schedule D.

8.2 As applicable, the Parties hereto shall name as an additional insured the Joint Venture, each Party to the Joint Venture, the Owner, and all others as required by the Contract and on all insurance required in Schedule D.

8.3 All subcontractors of every tier shall name as an additional insured on a primary noncontributory basis the Joint Venture, each Party to the Joint venture, the Owner and all others as required by the Contract and Schedule D of the subcontracts.

8.4 All insurers contemplated herein and on the attached Schedule D shall be required to waive all rights of subrogation against any or all of the Parties hereto including the Joint Venture, or their officers, employees, representatives, agents, parents, subsidiaries, affiliates or surety company or companies.

8.5 Prior to commencement of the Contract, each Party shall provide the other Party copies of its policies or certificates of insurance, or other required evidence, setting forth the insurance policies obtained and the extent of coverage of each policy as required on Schedule D.

## **9. Contract Bond(s):**

9.1 If the Managing Party obtains the Contract Bonds, specifically, but not limited to performance bonds, payment bonds, street use bonds, right of way bonds and other such bonds as may be required of the Joint Venture by the Owner. The Managing Party will charge the Joint Venture 1.0% of the gross revenues for the expense of the Contract Bonds.

9.2 Each Party hereto shall execute the Contract Bonds which may be procured from a surety, or sureties who shall become co-sureties on the on the said bonds. Each Party will execute indemnity agreements and furnish documents reasonable required by the surety(s).



9.3 Any additional bond charges or expenses accruing as a result of change orders will be a cost of the work to be paid by the Joint Venture and billed to the Owner.

9.4 At the Managing Party's discretion and direction, any non-Joint Venture Party performing work for the Joint Venture as a subcontractor shall be required to furnish a Performance Bond and a Labor and Material Bond each in the amount of 100% of the subcontract amount. These bonds must be executed by a corporate surety with an A.M. best rating of "A-," or better, licensed in the appropriate jurisdiction where the work is to be performed, and listed in the current U.S. Department of Treasury Circular 570 with an underwriting limitation of \$5 million or consistent with the face amount of the bonds, whichever is greater. The premium for providing these bonds must be included in the subcontract amount.

9.5 All Bonds shall be provided on an AIA bond form or another form acceptable to the Joint Venture. All bond forms shall be accompanied by an appropriate power of attorney from the surety.

9.6 All bonds shall be furnished upon the earlier of the date of execution of the Agreement, the Contract with the Owner or commencement of any work by the Joint Venture on the Projects as the case may be or as required by the Contract.

9.7 The Joint Venture Parties acknowledge that the cost of all bond premiums has been included in the Contract price. Additional premiums for any increase in the Contract price or any extension of the non-Joint Venture party's work shall be included in the price of any change order for the Project or as provided in Paragraph 9.4 herein.

9.8 Notice of change, alteration or modification to the terms and conditions of this Agreement or the Contract with the Owner, shall not require notice to or consent from Surety(s), such notice and consent being hereby waived by the Surety(s) to whom a copy of this Agreement has been furnished by the Managing Party.

9.9 Any change in the Contract amount shall automatically result in a corresponding change in the penal amount of the Bonds without the consent of the Surety(s) obtained in advance.

9.10 In addition, each Party hereto, at the request of the Management Committee, shall execute all applications and indemnity agreements required by the sureties, on any bond required in connection with the Contract with the Owner as previously agreed to by the Parties. Each Party shall indemnify the other against any loss in connection with the Indemnity Agreements required by the sureties on any bond in excess of each Party's proportionate share of such loss as contained in Paragraph 4.1.

## **10. Bank Account; Working Capital:**

10.1 A bank account shall be opened at MB Financial Bank in the name of the Joint Venture and in which all capital, including capital contributions, all funds advanced for the performance of the Contract as well as all funds received by the Joint Venture from any source (including, but not limited to, payments from the Owner or otherwise received on account of the

Contract) shall be deposited. This account shall be subject to the control of the Management Committee. Signature requirements, deposits and withdrawals shall be made with respect to the bank account in such manner and in such form as the Management Committee determines from time to time. All invoices received by the Joint Venture and approved for payment by the Project Manager and/or the Management Committee as provided herein shall be paid on checks drawn on said bank account and signed by person(s) so authorized by the Management Committee to draw upon the funds of the Joint Venture.

10.2 The Management Committee may cause funds of the Joint Venture to be invested as deemed appropriate by the Management Committee.

10.3 As and for the initial capital to be contributed by each Party hereto the Parties hereto shall advance and pay into the Joint Venture bank account the following sums:

<b>FHP</b>	<b>\$8,000.00</b>
<b>Ashlaur</b>	<b>\$2,000.00</b>

within seven (7) days after execution of the contract with the Owner.

10.4 Any additional working capital requirement(s) in addition to the initial working capital deposit listed in Paragraph 10.3 shall be determined by the Management Committee appointed in accordance with Paragraph 11 herein and, if required, the additional working capital shall be deposited by the Party or Parties in their respective required shares within seven (7) days after notice thereof.

10.5 Failure of any Party to make its appropriate contribution of capital or additional capital shall constitute a default by such Party. In the event either Party is unable to, or fails to or neglects to advance or contribute its proportionate share of the working capital required for the purpose of the Joint Venture or in performance of the contract, then the other Party may, but shall not be required to, advance the deficiency or any part thereof. Should the other Party advance such sum, the Party shall be entitled to a proportionately larger share of the profits of the Joint Venture so that any profits shall be divided between the Parties in the proportion in which they advance working capital even though, at a later date, the Party in default shall offer to make good or shall make good its default in advancing working capital. The Party failing to advance its share of working capital however, shall not be relieved of its obligations to share any loss arising from the Joint Venture.

10.6 All working capital advanced pursuant to paragraph 10.5 by the Non-Defaulting Party shall bear interest at a rate of 6 % per annum or 2% greater than the prime rate listed at MB Financial Bank whichever is higher, and shall be repaid to the Party advancing the same prior to the distribution of any profits. No part of any working capital advanced to the Joint Venture shall be returned to either Party prior to the completion of the Project except as may otherwise be mutually agreed upon by the Management Committee.

10.7 Except as otherwise provided herein, and at the discretion and direction of the Management Committee, all monies contributed by the Parties to this Joint Venture and all monies

received as payments under the Contract with the Owner or otherwise received, including but not limited to, insurance loss payments, awards in arbitration, and judgments entered by a court so long as they may reasonably be related to the performance of the Contract with the Owner, shall be treated and regarded as and are declared to be, trust funds by the Parties to this Joint Venture for the performance of the Contract and for no other purpose until the Contract shall have been fully completed and accepted by the owner and until all obligations of the Parties hereto shall have been paid, otherwise discharged, or provided for by adequate reserves. The reserves shall likewise be treated as trust funds until they have served the purposes for which they were created.

**11. Management Committee:**

11.1 All affairs of the Joint Venture, including without limitation the policies and procedures for the execution of Contract work, the review and supervision of the operation of the Joint Venture (including Project Schedule and Budget), the amount, manner and timing of the payments, disbursement of funds, need for capital, reserves, and contributions, securing of bonds and insurance, the prosecution, defense or settlement of third party claims or lawsuits by or against the Joint Venture arising out of performance of the Contract, or changes to the Joint Venture Agreement, as well as the determination of all policies connected with the purposes thereof, including but not limited to those involving the scope and performance of the Contract, and of a contractual nature with the Owner, or with third parties (including subcontractors), shall be under the supervision of the Management Committee (the “Management Committee”).

11.2 The Management Committee shall consist of two members; one member (and two alternates) duly authorized, selected and appointed by **FHP** and one member (and an alternate) duly authorized, selected and appointed by **Ashlaur**. The representatives appointed by each party shall be officers or senior level employees of their respective companies. Except as may be provided to the contrary, the Joint Venture shall be authorized to execute and deliver all legal and financial documents necessary to fulfill the purposes of this Joint Venture.

11.3 Upon the execution of this Agreement, the Management Committee shall consist of the following persons:

**FHP:** James V. Blair - Committee Member  
James B. Habschmidt – Alt. Committee Member  
Anthony Izzi – Alt. Committee Member

**Ashlaur:** Zollie Carradine – Committee Member  
Roosevelt McGee – Alt. Committee Member

11.4 Each Party shall have one (1) vote with respect to all matters which come before the Management Committee and a quorum shall be comprised of two members – one from each Party. The salaries of each member of the Management Committee shall be borne by the respective Party appointing such member. The FHP representative shall be the Chairman of the Management Committee. All decisions, determinations, approvals, consents or other actions shall be determined by vote of the Management Committee but, in the event of a disagreement, shall be

decided by the Party holding the majority interest in the Joint Venture unless otherwise expressly provided in this Agreement.

11.5 Either Party may at any time and from time to time, change its representative(s) by filing with the other a written notice of a duly executed appointment of a new representative but until the appointment and filing of the notice, the actions of the representative shall be conclusively binding on the respective Party.

11.6 The Management Committee shall meet from time to time as required or deemed appropriate by the Chairman of the Management Committee, to act on necessary matters pertaining to the Project. All meetings shall be held at the offices of the Joint Venture or at the Project jobsite except as otherwise provided herein.

11.7 A meeting may also be conducted by telephone without prior notice in an emergency and/or used when such procedure would be expedient for matters needing prompt attention as determined by a Management Committee member.

**12. Managing Party, Books and Records:**

12.1 The general supervision and management of the work called for by the Contract and any and all matters relating thereto shall be under the charge and control of the Managing Party, subject to the controlling authority of the Management Committee as provided therein.

12.2 The Managing Party of this Joint Venture is hereby designated to be F. H. Paschen, S. N. Nielsen & Associates LLC (FHP). No management fee shall be paid to the Managing Party except for the following: an monthly administration fee of \$2,000.00 shall be charged to the Joint Venture and paid by the Joint Venture to FHP for accounting and administrative tasks, computer costs for payroll, job reports and the like (hereinafter referred to as the "Administration Fee") and/or as otherwise provided in Paragraph 12.4. This Administration Fee shall be paid on a monthly basis. However, the Administration Fee due hereunder shall be made contingent upon payments being received from the Owner.

12.3 The Managing Party shall have the power to: (a) do or provide for the doing of all those acts or things necessary, or by it deemed necessary or desirable, in and about the performance of the Contract, and in and about the proper conduct of the Joint Venture created hereby; (b) to request the Parties to advance working capital as provided herein; (c) to request any Party hereunder to provide the Party's audited Balance Sheet and Income Statement at such intervals as may be necessary, however any such information provided by the Party shall be maintained in strict confidence by the Managing Party and the Joint Venture and shall in no event be disclosed to any other third party; (d) to receive all funds accruing to the Joint Venture, to deposit Joint Venture funds into the bank account(s) and to cause the same to be withdrawn with such signatories as the Parties hereto may agree upon; (e) after consultation with and approval by the Management Committee, to negotiate and bind the Parties to such supplemental agreements, stipulations or adjustments with the owner concerning the Joint Venture and the Contract; (f) after consultation with and approval by the Management Committee, to negotiate and bind the Joint Venture in relation to any lessening, enlargement, alteration or modification of the nature, scope and extent of the work to be performed under the Contract, and to make or approve such adjustment of the

Contract as it may believe desirable; (g) after consultation with and approval by the Management Committee, to execute and deliver purchase orders, rental agreements, subcontracts, and other agreements; and (h) to execute all Project documents except as otherwise provided herein.

12.4 Separate books of account for the Joint Venture and the performance of the Contract, and all matters pertaining thereto, shall be kept and maintained by the Managing Party, FHP, at the main office of the Joint Venture. FHP shall also provide all financial services prescribed by the Management Committee along with information technology and human resources support. An additional fee may be charged for the use of these services as determined by the Management Committee. The books of account and the prescribed methods of accounting for all matters relating to the affairs of the Joint Venture and the performance of the Contract shall be generally accepted accounting principles, and the percent complete method applicable under the circumstances and applied on a consistent basis. The Managing Party may at its discretion apply any risk reserves as a part of the contract's profit/loss projections. Each Party shall have the right at all reasonable times during usual business hours to inspect at the Joint Venture Office the books of account, contracts, vouchers and other data of the Joint Venture.

12.5 In addition, annual certified audits shall be prepared by a public accounting firm selected by the Managing Party, which may be the firm customarily used by FHP. The audits will be distributed to the Parties hereto within one hundred twenty (120) days after December 31. A final certified audit shall be prepared and distributed to both Parties at the completion of the contract. Such accounting firm shall also prepare the income tax returns for the Joint Venture. The Managing Party shall be designated the Tax Matters Partner "TMP" pursuant to IRS Code IRC 6221. Any and all audit related expenses will be allocated to the Joint Venture by the Managing Party.

12.6 The Managing Party shall maintain adequate and complete records and books of account maintained on a calendar-year basis. The Managing Party shall prepare and submit monthly statements, cost reports, summaries and other financial data, in forms and at times specified by the Management Committee. Such shall include, but not be limited to, the preparation and submission of monthly consolidated cost reports which shall contain the total Project costs incurred to date, with an itemized breakdown of such costs in comparison with amounts budgeted for same and specifying the percentage-of-completion for same.

12.7 All financial, technical and other records of the Joint Venture shall be kept and preserved as required by law and the Contract with the Owner, and for such longer periods and at such place or places as the Management Committee may designate. To the extent that the records of the Joint Venture must be kept subsequent to the completion of the Contract pursuant to the provisions of the law or as required by the owner's Contract, they shall be kept at such place or places as the Management Committee may from time to time determine and the cost shall be borne equally by the Parties.

### **13. Project Manager and Key Project Personnel:**

13.1 Project Manager: Subject to Paragraphs 11 and 12, the general supervision and management for the work required by the Contract shall be under the general charge and control of the Project Manager. The Project Manager shall be appointed and may be removed by the

Managing Party with the consent of the Management Committee and shall be given such powers, duties and responsibilities as may be required to enable him to properly perform the duties entrusted to him to the end that work may be performed properly and expeditiously. All determinations and actions by the Project Manager in any way connected with the prosecution and completion of the Contract shall be binding upon the Joint Venture and each Party thereto.

13.2 Key Project Personnel: Each Party shall make available to the Joint Venture key project personnel who shall not be withdrawn from the performance of the Contract without reasonable prior notice to the Project Manager and the Management Committee. Each Party will use its best efforts to replace personnel so withdrawn with personnel having like or greater experience and qualifications as the personnel so withdrawn.

#### **14. Construction Costs; Subcontractors, Payments:**

14.1 Subject to the provisions of the Contract as fully executed by the Joint Venture with the Owner, the Parties anticipate that the costs and expenses of the Joint Venture, including the costs of construction, shall consist of the costs to the Joint Venture of all salaries, craft wages, fringe benefits, subcontracts, labor, material, plant and equipment purchased or rented, bonds, insurance premiums, including but not limited to commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, taxes on labor and material, imports, charges, legal fees, audit costs, liabilities not secured by insurance and all other expenses and obligations incurred or suffered in and about the performance of the Project of a nature which generally accepted accounting practices would be properly charged as a cost of the performance of the Contract.

14.2 Except as otherwise provided herein, including Paragraphs 12.2 and 12.4, costs and expenses of each Party chargeable to the Joint Venture shall be subject to prior determination, review and approval by the Management Committee.

14.3 Except as otherwise provided in this Agreement or as otherwise approved by the Parties, including without limitation paragraphs 12.2 and 12.4, such costs shall not include any charges against the Joint Venture for any overhead expenses or charges of the main or branch offices of the respective Parties or for the time which may be expended in connection with the work by any of the Parties or their officers or employees including charges for time travel or other expenses in connection with routine visits by any party's officers or home office or division-level executives.

14.4 The Management Committee may determine that the Joint Venture may be best served by a Joint Venturer self-performing work under the Contract in its capacity as a member of the Joint Venture. Employees of a Joint Venturer may be assigned to the Project on a temporary basis as needed for work self-performed by a Joint Venturer under the Contract. Both Parties shall maintain separate books of account for all such employees which show actual expenses of the employees while performing services for the Joint Venture, the cost rate used to compensate the Party for the services provided by such employees and any other expenses or costs relating to the use of these employees or resources of the Parties necessary to the employee's services. Such books and records shall be available for audit at any reasonable time and shall be retained for a period consistent with Paragraph 12.7 contained herein.

14.5 In addition to the foregoing, **FHP** may, at its sole discretion, and not as mandated herein, provide assistance to **Ashlaur** to fulfill its Joint Venture and Project goals, including but not limited to management and technical assistance, project accounting and project and field management assistance.

14.6 It is further agreed between the Parties hereto that certain items of the Contract work or materials may be subcontracted in compliance with the rules and regulations of the owner and the terms of this Agreement. Any request to subcontract such work shall be submitted in the name of the Joint Venture for approval of the Owner, if necessary.

14.7 Payments received by the Joint Venture for work performed pursuant to the Contract shall be utilized as determined by the Management Committee and as provided herein.

14.8 Payment to any subcontractor shall be made only for work actually completed at the job site and/or for materials received and accepted at the job site and upon receipt of the funds payable by the Owner. In no event shall any subcontract be made, or any payment be made to a Party hereto, which permits or involves payment in excess of monies actually received from the Owner for the work so performed, or materials so supplied, unless payment is required by law or unless the Parties agree otherwise in writing.

14.9 The compensation of any Party hereto shall be as outlined in this Section 14 plus pursuant to their respective shares of Joint Venture assets and profits as determined by the result of reducing total compensation received from the Owner under the Contract by total Joint Venture expenses. Such profits shall be distributed in accordance with Paragraph 15 contained herein (Division and Distribution of Profits or Losses).

14.10 The Management Committee shall determine the amount of cash as well as the type and quantity of equipment and materials to be contributed to or rented by the Joint Venture. The Management Committee shall approve the valuation of said equipment and materials prior to delivery and acceptance of same by the Joint Venture. The cost of equipment and materials contributed by a Joint Venturer shall be agreed upon by the Management Committee. Each Joint Venturer shall be allowed reimbursement from the Joint Venture for all costs incurred for equipment and materials contributed to the Joint Venture.

14.11 Rental process of equipment to be rented by a Joint Venturer from a third-party, to be utilized by the Joint Venturer while performing its work on the Contract, shall be agreed upon by the Management Committee. Each Joint Venturer shall be allowed reimbursement from the Joint Venture for all rental costs incurred for each piece of equipment.

**15. Division and Distribution of Profits and Losses:**

15.1 Upon completion of the Project, or earlier at the Management Committee's discretion, Joint Venture equipment and other property shall be disposed of and the values obtained shall be included in the funds to be used to pay obligations and distributed in accordance with provisions of this Paragraph 15.3.

15.2 If both Parties hereto determine at any time that funds on hand are more than reasonably required for the needs of the Joint Venture, distributions of such sums as are mutually agreeable may be made.

15.3 As soon as reasonably practical after the completion of the Contract, the capital contributions of each of the Parties and the assets and profits of the Joint Venture, which have theretofore been retained and not distributed by the Joint Venture, shall be used to pay all outstanding obligations and other indebtedness of the Joint Venture. Sufficient reserves, as determined by the Management Committee, shall be established for known or reasonably anticipated contingencies not theretofore discharged. Thereafter, any funds remaining in the bank account or accounts of the Joint Venture, or which shall be received by or for the account of the Joint Venture or which shall become available in any manner for distribution, shall be distributed to each of the Parties hereto in proportion to their respective share in the Joint Venture as determined in accordance with Paragraphs 4, 10.3, 14, and this Section 15 of this Agreement. When funds set aside as reserves are no longer required for such purposes such funds shall be similarly distributed. If necessary, the Management Committee may establish a fund to be used for Project punch list and/or warranties, either regular or extended. Any funds not used at the end of said warranty period shall be distributed to the Parties hereto in the amount of the prorated share.

15.4. In the event that at the conclusion of the Joint Venture and/or the Contract there is only a loss to be shared, the loss shall be shared by the Parties in the same proportion as provided in Paragraphs 4.1 and 15.5 subject, however, to the provisions of Paragraph 16 (Limitation of Liability) and Paragraph 18 (Insolvency).

15.5 If one Party has made greater contributions of capital which are to be treated as advances under Paragraph 9 and/or Paragraph 10, then after each Party's share of the assets and profits or losses has been determined, such distributions shall be adjusted by:

- a) Decreasing the Defaulting Party's share and increasing the Non-Defaulting Party's share of the Joint Venture's assets and profits by the amount of such contribution plus interest prior to such distribution of assets and profits; or
- b) Increasing the Defaulting Party's share and decreasing the Non-Defaulting Party's share of the Joint Venture's losses by the amount of such contributions plus interest prior to final distribution of such losses.

Should the adjustments occasioned by 15.5(a) or 15.5(b) exceed the share of the Defaulting Party, then the Defaulting Party shall, on written demand of the other Party, pay such insufficient amount to the Non-Defaulting Party.

15.6 In the event that, after completion of the Project and distribution of assets and profits or losses as provided in this Section 15, any claim shall be asserted or legal action commenced by the Owner or any third party against the Joint Venture or one or more of the Parties hereto in connection with any matter arising under the Contract or associated with the Project, including but not limited to latent defects or personal injury claims, the provisions of this Agreement, including but not limited to Subsection 15.3 and 15.4, shall continue to apply with respect to such claim or action. The foregoing provisions of this Subsection 15.6 shall survive expiration and termination of this Agreement. Each Party shall contribute, on call of the Managing



Party, their proportionate share of ongoing expenses occurring after distribution. Default shall be treated as under the provisions contained herein relating to a defaulting Party.

15.7 Upon receipt of any Incentive Payment for Interim Completion resulting from the performance of the contract shall be distributed and divided between the Parties in accordance with its proportionate interest in the Joint Venture as provided in Paragraph 4.1.

15.8 Any Liquidated Damages charged for delay or otherwise resulting from the performance of the Contract, will be borne solely by the Party responsible for the liability assessed. In the event of mutual responsibility, the Liquidated Damages will be the responsibility of each Joint Venture Party in their prorated share as contained in Paragraph 4.1.

15.9 Any other Contract specific payment or penalty shall be distributed and divided between the Parties hereto as established in Paragraph 4.1.

**16. Limitation of Liability:**

16.1 In connection with any matter arising under the Contract, in no event shall any Party be liable to the other Party or the Joint Venture for the acts or omissions of any of its officers, employees or agents, nor shall any duly authorized representative or alternate on the Management Committee or the Project Manager be liable to any Party or the Joint Venture, except for direct (but not consequential) damages resulting from actual fraudulent, illegal or dishonest conduct and gross negligence.

16.2 In no event shall any Party be liable to the other Party of the Joint Venture, in contract, tort or otherwise (including negligence, warranty and strict liability) for any special, indirect or consequential damages including, without limitation, loss of revenues or profits, cost of capital, loss of goodwill or similar damages, except as expressly provided herein.

16.3 If the Owner or any third party shall assert any claim or commence any legal action against one or more of the Parties or against the Joint Venture in connection with any matter arising under the Contract or associated with the Project, then each Party shall share all costs thereof (not covered by insurance purchased by the Joint Venture, any Party hereto or the Owner) including but not limited to all damages, judgments, fees and expenses in proportion to its respective interest and share in the Joint Venture as set forth in Paragraph 4.1, as adjusted by Paragraphs 10 and 15.

16.4 To the extent not covered by insurance for the Project obtained by the Joint Venture, its subcontractors or the Owner, each Party hereby agrees to hold harmless, indemnify, protect and defend the other Party against any and all liability and expenses, including reasonable attorneys' fees, in excess of each Party's share of such liability and expense as provided in paragraph 4.1 as adjusted by Paragraphs 10 and 15 hereof and including all claims, suits, actions, damages, judgments or decrees by reason of any acts or forbearance to act on the part of the Project Manager or any employee of either Party or of reason or any person or persons or property being damaged or injured by the Joint Venture or any of its employees, agents, representatives, subcontractors or vendors, whether said liability or expense derives from negligence, gross negligence, contract or otherwise, so that such liability or expense is allocated between the Parties in the proportion provided in Paragraph 4.1 as adjusted by paragraphs 10 and 15.

16.5 If possible, any agreements to indemnify a surety company or surety companies shall be limited to and allocated in accordance with the percentage of total liability assumed by the Parties hereto.

**17. Subcontracting and Assignment:**

17.1 The Parties hereto contemplate that, unless otherwise determined by the Management Committee, all subcontracts and other agreements with respect to the services to be performed under the Contract shall be executed in the name of the Joint Venture.

17.2 Neither this Agreement nor any interest nor obligation of any Party, including any interest in funds belonging to or which may accrue to the Joint Venture, or any interest in any bank account of the Joint Venture, or in any property of any kind employed or used in connection with the Contract, may be assigned, pledged, transferred, borrowed, subcontracted or hypothecated by any Party without the prior written consent of the other Party.

17.3 Each Party has entered into this Agreement in reliance upon the unique knowledge, experience and expertise of the other Party in the planning and implementation of construction of the Project, and each Party hereby acknowledges that this Agreement creates a fiduciary relationship between the Parties hereto. Accordingly, neither of the Parties shall transfer, assign or otherwise convey its interest in the Joint Venture without the written consent of the other Party and the Parties agree that neither of them shall be required to accept performance under this Agreement from any person other than the other Party, including without limitation, any trustee of any Party appointed under the Bankruptcy Code, 11 U.S.C.S. 101 et seq., any Party as debtor-in-possession under the Bankruptcy Code, and any assignee of any such trustee or debtor-in-possession.

17.4 Each Party hereby grants to the other Party a lien upon its Interest in the Joint Venture as security for the performance of the obligations imposed by this Agreement and all costs, together with interest, chargeable to it. Each Party shall have the right to bring any action or proceeding to enforce the performance of such obligations and the collection of such indebtedness on behalf of the Joint Venture with or without foreclosure of such liens.

**18. Insolvency:**

18.1 The inability of a Party to meet its obligations under the Contract or this Agreement, the filing of a voluntary petition of bankruptcy, adjudication as bankrupt or insolvent, appointing of a receiver for all or substantially all of the assets, assignments for benefit of creditors, or any other proceeding for relief under the bankruptcy laws of the United States shall be deemed a default by the Party committing such act.

18.2 If the default is not cured or other arrangements made satisfactory to the Non-Defaulting Party within ten (10) business days of written notice of default given to the Defaulting Party by the Non-Defaulting Party, the interest of the Defaulting Party (the "Defaulting Party") in this Joint Venture shall terminate and be limited to the rights in and under this Joint Venture specifically set forth in this Agreement which accrued up to such termination. However, the

business of this Joint Venture may continue to be conducted under the same name by the Non-Defaulting Party who shall carry on and perform the remainder of the work to be completed under the Contract (with a new Joint Venture Party if the Non-Defaulting Party so chooses). The Defaulting Party shall have no interest in any profits resulting from the performance of the work under the Contract after the date of default. The Joint Venture and the Non-Defaulting Party shall have title to and the right to possession of all the remaining assets of the Joint Venture and shall also have the right to maintain possession of any equipment or property of the Defaulting Party until completion. To secure this right each Party hereby grants to the Joint Venture a security interest in all property of such Party used in the performance of the work contemplated by the Contract and this Agreement.

18.3 The Defaulting Party shall remain liable for its share of any losses sustained by the Joint Venture with respect to the performance of the Contract or the Joint Venture as a whole, as determined pursuant to the terms and conditions of this Agreement. However the Defaulting Party shall be entitled to receive that proportion of any profits of the Joint Venture, to which it would otherwise be entitled as the actual monetary value of the work completed at the time of default bears to the total actual monetary value of all work as determined at completion of the Contract; 50% shall then be deducted from the said amount payable to the Defaulting Party, such 50% to be withheld as management fee for the Non-Defaulting Party. The Defaulting Party shall not in any event be entitled to payment of any profits or to withdraw any capital contributions until the work under the Contract is completed and finally accepted by the owner, and any such payments or withdrawals shall be subject to the reserve requirements referred to herein and in Paragraph 15.

18.4 If such default or insolvency, bankruptcy or other similar proceedings should cause damage or additional costs to the Non-Defaulting Party, then such damages or additional costs shall be charged against the interest of the Defaulting Party and against any amounts to which the Defaulting Party would otherwise be entitled pursuant to the provisions of this Agreement.

**19. Limits of Joint Venture; Credit of Other Party:**

19.1 The relationship between the Parties shall be limited to the performance of the Contract in accordance with the terms of this Agreement. This Agreement shall be construed and deemed to be a Joint Venture for the sole purposes of carrying out the contract. Nothing herein shall be construed to permit either Party to bid for or to undertake any other contracts for the other Party, or in any manner to limit either of the Parties in the conduct of their respective businesses or activities in the making of other contracts or the performance of other work, or impose any liability except that of performance of the terms, provisions and conditions of this Agreement.

19.2 Without the prior written consent of the other Party hereto, neither Party may unilaterally:

- a) Borrow money in the name of the Joint Venture;
- b) Except as expressly provided herein, compromise or release any claim belonging to or debt due the Joint Venture (except upon full payment), or litigate or mediate, or consent to the mediation of any claim, dispute or controversy against or involving the Joint Venture or the Contract or the Project;

- c) Except as expressly provided herein, execute or deliver on behalf of the Joint Venture any indemnity or surety bond or guarantee, or in any manner cause the Joint Venture to become a surety, guarantor or accommodation party on any obligation whatsoever;
- d) Except as expressly provided herein, agree to any substantial modification of the Contract the Contract Work;
- e) Admit any additional person, firm or corporation to the Joint Venture;
- f) Except as expressly provided herein, commit the other Party or the Joint Venture to any liability; and
- g) None of the terms, covenants, obligations or rights contained in this Agreement is or shall be deemed to be for the benefit of any person or entity other than the named Parties hereto and the Joint Venture, and no such third person shall under any circumstances have any right to compel any actions by the Joint Venture, its Managing Party, its Management Committee or its Parties.

**20. Claims Against a Party:**

20.1 The Parties agree to meet and negotiate in good faith toward the voluntary resolution of any disputes between them arising during construction and toward the adjustment and settlement of all accounts and incurred obligations to their mutual satisfaction upon completion of performance of the contract.

20.2 The Parties also agree that if the Contract contains a liquidated damages provision and that provision is invoked due to a delay or other problem caused by one Party hereto, to the extent the Party caused such delay or problem, such Party shall be responsible for any liquidated damages so assessed as contained in Paragraph 15.7.

**21. Dispute Resolution:**

21.1 Other than as otherwise provided herein, the following dispute resolution process shall be the sole, exclusive process for the resolution of disputes between the Parties hereto with respect to this Joint Venture, the interpretation of this Joint Venture Agreement, the Contract or the Project.

21.2 If any dispute or disagreement shall arise among the Parties relating to this Agreement, or the breach thereof, or the Work to be performed, which cannot be resolved by the Management Committee, the issues shall then be presented for resolution by any Party to the current President or Chief Executive Officer of each Party. In the event these Party officers are unable to resolve such disagreement or dispute after meeting on at least two separate occasions within sixty (60) days following its presentation to them, or specifically agree in writing to a longer period of time for their deliberation, any Party may then request the Management Committee to send the dispute or disagreement to mediation.

21.3 If the Management Committee has not referred the dispute or disagreement to mediation within ninety (90) days after such request for same has been made, and the matter is otherwise not resolved, then and only then may any Party initiate legal action. In no event shall the request for mediation be made after the date when institution of legal or equitable proceedings

based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. Mediation proceedings, if any, shall be conducted in the City of Chicago and in accordance with the American Arbitration Association's Construction Arbitration Rules and Mediation Procedures.

21.4 No mediation arising out of or relating to the Agreement shall include, by consolidation, joined or in any other manner a person not a Party to this Agreement without the written consent of the Parties and any other person sought to be joined. Any consent to mediation involving an additional person or persons shall not constitute consent to mediation of any dispute not described therein.

21.5 The award rendered by the Mediator is not binding; however, the attorneys' fees and costs of the mediation shall be borne in full for both Parties by the non-prevailing Party as determined by the decision of the Mediator.

## **22. Events of Default; Remedies; Continuing Obligations:**

22.1 In addition to other terms contained herein, each of the following shall be deemed to be an event of default, "Event of Default" or "Event", under the terms of this Agreement:

- a) The failure to provide any loan advance or working capital required by the Joint Venture pursuant to and as determined in accordance with this Agreement;
- b) The failure or inability to provide any certificate of insurance or other document as required by Owner and agreed upon by the Parties (including the failure to continue, renew, extend or replace any such item) in effect throughout the duration of the contract, or until otherwise excused, released or extinguished by Owner, and as applicable, the Non-Defaulting Party;
- c) The failure to comply with work schedules/progress schedules as established by Owner or, as applicable, by the Joint Venture;
- d) The failure to commence or diligently prosecute work, to provide adequate personnel (including supervision), equipment, materials and supplies as required by the Joint Venture, the Contract or in compliance with same;
- e) The failure to attend Project conferences or meeting with the Owner (as required by it) and/or the Management Committee or Party, their respective subcontractors, suppliers, consultants, advisors or other associates as the case may be;
- f) The receipt by the Joint Venture of any notice or demand from Owner wherein Owner advises that work items of the Defaulting Party (or the Party who is identified as having the responsibility for such work items) are incomplete, deficient, unacceptable, rejected, damaged or unapproved and have not been repaired, cured, replaced or otherwise remedied to an acceptable level within any applicable cure period required by owner, or as applicable, a commercially reasonable period of time determined in accordance with the custom and practice of the construction industry;
- g) The Defaulting Party's failure to comply with written or oral directives of Owner resident engineers, field supervisors or other personnel having supervisory authority over such activities with respect to the Project.

- h) The Defaulting Party's failure to pay any of its subcontractors, suppliers, material men, or other providers in accordance with the terms and provisions of any subcontract entered into between the Defaulting Party (whether alone, under its "prime subcontract", or on behalf of the Joint Venture) within the terms and provisions of such subcontract, or other agreement applicable to the provision of such labor, material or other work;
- i) The filing of a claim for lien or bond claim (or the commencement of a judicial or other proceeding to enforce such claim) by any subcontractor, supplier, material men of the Defaulting Party identified herein, including without limitation any claim made pursuant to the Illinois Mechanic's Lien Act, and/or any claim or demand against any bond furnished by the Joint Venture or Party in connection with the Project;
- j) The admission by such Defaulting Party that it is insolvent, unable to pay its obligations as they mature, unable to perform the work required of it in connection with the Project or otherwise admits and acknowledges that it is unable to cure any Event of Default previously identified herein within a time deemed to be commercially reasonable in the construction industry and, in particular, as applied to the performance required under the Contract for the Project;
- k) The commencement of a proceeding in the nature of bankruptcy or reorganization (or the assignment for the benefit of creditors), whether voluntary or involuntary, which is not discharged within ten (10) business days after the commencement of such proceeding; or
- l) The breach of a material provision of this Agreement or of the Contract with the Owner.

22.2 Upon the occurrence of any of the preceding Events of Default and which Event or Events as applicable, are not cured within any period of time stated herein or with ten (10) business days after notice and demand for performance by Owner or any Non-Defaulting Party, then the remaining Party shall have the following rights and powers which may be exercised immediately by them to the exclusion of the Defaulting Party, subject only to written notice of such exercise being served upon the Defaulting Party:

- a) The rights to perform such acts, grant consents, make and implement decisions of every kind and nature with respect to the Project, the contract, all subcontracts of the Joint Venture;
- b) The right to control the receipt, and the disbursement of all funds due or received in connection with or relating to the Project, including funds that may be due to subcontractors, material men, suppliers or other providers of goods and services to the Defaulting Party in connection with the Project;
- c) To prosecute, defend, make, compromise, arbitrate, settle, adjust and otherwise resolve any claims, demands, suits, proceedings or other matters arising out of, or as a result of such Event by the Defaulting Party, even though the Joint Venture interest of such Defaulting Party may be charged with the financial or other consequence thereof; or
- d) To retain all funds due or which may become due to the Defaulting Party until the final accounting, winding up and distribution of any known funds of the

Joint Venture in accordance with the terms of this Agreement, applicable statutory and decision and the law, notwithstanding that the Defaulting Party (or any person succeeding to its rights) might otherwise, but for such Event or Events, be able to request or require any payment due hereunder.

22.3 In addition to any other term contained herein, any Defaulting Party hereunder shall indemnify and hold harmless the Non-Defaulting Party and/or the Joint Venture for any loss, claims or liabilities which the Non-Defaulting Party and or the Joint Venture may incur arising out of any breach of this Joint Venture Agreement or the Contract by the Defaulting Party. The Defaulting Party further agrees to pay all legal expenses and costs required of or by the Non-Defaulting Party and/or the Joint Venture to protect their interests or defend any action arising out of the Defaulting Party's breach including court costs and disbursements.

22.4 Notwithstanding the foregoing, the Defaulting Party shall remain liable for its entire share of any losses, but shall be entitled to receive only the proportion of the profits, if any, to which it would otherwise be entitled as the dollar value of the work completed at the time of the happening of any of the above described Events bears to the dollar value of the complete Contract, such profits to be paid at the time and in the manner provided in this Agreement, if any. If such Event, bankruptcy, or other proceeding of default of the type above described herein cause damage or cost to the other Party, such damage or cost shall be charged against the interest of the Defaulting Party. Further, any notice of default which is contested in good faith by the Party receiving such notice shall not result in such receiving Party being deemed to be in default until such dispute is resolved as otherwise provided herein.

22.5 The Parties agree that as respects all duties and obligations set forth in this Agreement and all duties and obligations owed to the Owner, the Non-Defaulting Party shall act as an uncompensated surety for the Defaulting Party in completing the Contract with the Owner and in paying the Defaulting Party's subcontractors and material suppliers and shall be subrogated to all the rights of the Defaulting Party and the Owner to the Contract funds.

22.6 The Non-Defaulting Party may offset any amount due to the Defaulting Party in any separate contract, transaction, or obligation to reduce the losses and damages suffered by the Non-Defaulting Party resulting from the Defaulting Party's defaults under the Joint Venture or the Contract with the Owner.

### **23. Termination of Agreement:**

23.1 If the Parties hereto do not submit the Proposal or the Bid, or if a Contract is not awarded to the Joint Venture, or if the Contract undertaken, completed and accepted with all obligations there under satisfied and all assets having been liquidated and/or distributed as provided in this Agreement, or at the option of all the Parties, this Joint Venture Agreement shall terminate.

23.2 The Agreement, and the Joint Venture hereby created, shall remain in effect only for such period of time as necessary to carry out the Joint Venture's work to be performed for the Project, to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and

otherwise to carry out the terms and provision of this Agreement; provided, however, that if the Owner should (a) in the judgment of the Management Committee, unduly delay the Contract award, or (b) terminate the Contract, or (c) award the Contract to another bidder; or (d) if any Party cannot obtain its share of the performance bond or other financial obligation required by the Owner, then in any of such events, this Agreement and the Joint Venture hereby created shall continue in effect only for such period of time as may be necessary for the Joint Venture to receive full and final payment of all amounts owed to the Joint Venture, to make appropriate provision for and to meet all actual and contingent liabilities of the Joint Venture and otherwise carry out terms and provisions of this Agreement. In the event that subsection (d) applies, the remaining Party may proceed to such award of the Contract to itself without further obligation to the other Party and as provided herein.

**24. Entire Agreement/Amendment:**

This Agreement contains and constitutes the entire agreement between the Parties hereto and cancels and supersedes any and all previous understandings or agreements related to or referring to the Joint Venture, the Contract and/or the Project, whether written or oral. Any and all changes, amendments or modifications to this Agreement must be unanimously agreed to in writing by all the Parties hereto by each Party's respective duly authorized officer.

**25. Publicity:**

No Party of the Joint Venture will release any public information or publicity related to the Project or the Joint Venture's services without the express consent and prior review of the Management Committee, and each Party shall exercise its best efforts to communicate and enforce such restriction with respect to any subcontractor or special consultant retained for any purpose hereunder. All public information or publicity relating to the Project during the life of the Project shall reflect the name of the Joint Venture.

**26. Notices:**

Any notice, demand or other communication required in connection with the business of the Joint Venture shall be in writing and shall be deemed to have been given if delivered personally or upon deposit in the United States mail, postage prepaid addressed to the person to receive such notice at the following address:

If to **FHP:** F. H. Paschen, S. N. Nielsen & Associates LLC  
5515 N. East River Road  
Chicago, IL 60656  
Attn: James V. Blair

If to **Ashlaur:** Ashlaur Construction Company, Inc.  
509 E. 79<sup>th</sup> Street  
Chicago, Illinois 60619  
Attn: Zollie Carradine



**27. Non-Assignment:**

Except as expressly permitted herein, no Party shall sell, assign, transfer, mortgage or otherwise encumber any part or all or its Joint Venture interest or this Agreement without the written consent of the other Party, or suffer any third Party to sell, assign transfer, mortgage, charge or otherwise encumber, or contract to or permit any of the foregoing whether voluntarily or by operation of law (collectively referred to herein from time to time as a “transfer”), and any attempt to do shall be void. The giving of such consent in any one or more instances shall not limit or waive the need for such consent in any other or subsequent instances, nor shall it relieve any Party of its obligations hereunder.

**28. Successors/Governing Law/Venue Selection:**

This Agreement shall inure to the benefit of and be binding upon the legal representatives, successors, and permitted assigns of the Parties and shall be governed and interpreted according to the laws of the State of Illinois. The parties hereby further agree that any action commenced to resolve any dispute hereunder shall be brought in Cook County, Illinois; either in the Circuit Court of Cook County, Illinois or in the United States District Court for the Northern District of Illinois.

**29. Tax Status, Allocation and Reports:**

Notwithstanding any provisions hereof to the contrary, solely for United States Federal Income Tax purposes, each of the parties hereby recognizes that the Joint Venture will be organized and taxed as a partnership for state and federal income tax purposes, which status shall not expand the obligations or liabilities of the Parties. The Management Committee shall cause to be prepared all tax returns and statements, if any, that must be filed on behalf of the Joint Venture with any taxing authority, and shall submit such returns and statements to each of the Parties in accordance with Internal Revenue Service and or State Departments of Revenue requirements for their approval prior to filing, and upon approval thereof by all of the Parties, make timely filings thereof all as expressly provided herein.

**30. Ownership and Use of Documents:**

All documents produced for or by the Joint Venture shall be owned by the Joint Venture. No Party shall use these documents for other Projects without the prior written consent of the other Party.

**31. Execution of Additional Documents:**

The Parties hereto agree to execute and deliver any and all additional documents and instruments and do all acts which may be reasonably necessary to carry out and effectuate the purposes of this Agreement.

**32. Unenforceability:**

The determination that any term or provision contained in this Agreement is void or unenforceable shall affect that term or provision only and the remainder of this Agreement shall remain in full force and affect.

**33. Limitation of Rights of Others:**

Nothing contained in this Agreement, whether express or implied, shall be construed to give the owner or any other entity or person other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect to this Agreement.

**34. Confidentiality:**

Each party hereto shall consider all Joint Venture information, or information provided by the other Party as confidential, unless such information is already in existence as common or public knowledge, and in no event disclose such non-public information to any third party.

**35. Waiver:**

Neither the failure of any Party to exercise any power given to such Party under this Agreement or to insist upon strict compliance by the other Party with such other Party's obligations under this Agreement, nor any custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact, full and complete compliance by the other Party with the terms and provisions of this Agreement.

**36. Captions:**

The captions and headings used herein are for convenience and reference only and shall not limit or expand or be used to interpret the provisions thereof. In addition, whenever the singular, plural, masculine, feminine or neuter is used in this Agreement it shall not be used to limit reference to the opposite.

**37. Counterparts:**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and together shall constitute but a single instrument.

**[Signature Page Follows]**

**IN WITNESS THEREOF**, the parties to this Agreement do hereby execute this Agreement as of the day and year specified above.

**F. H. PASCHEN, S. N. NIELSEN & ASSOCIATES LLC**

By:  \_\_\_\_\_  
James V. Blair

Its: Agent/Chief Executive Officer

**ASHLAUR CONSTRUCTION COMPANY, INC.**

By:  \_\_\_\_\_  
Zollie Carradine

Its: President

## **SCHEDULE A**

### **F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES RESPONSIBILITIES OF CONSTRUCTION RELATED SERVICES**

#### **MANAGING PARTNER**

The duties and responsibilities shall include, but not be limited to, the following services:

- Provide leadership and oversight of the Project as defined herein.
- Provide back-of-house administration necessary to manage the Project, including project software, contract project controls and accounting.
- Provide Senior Superintendent oversight of Project and assistance to Field Superintendent of Ashlaur.
- General conditions / general requirements oversight and management.
- Provide Project Management, per the guidelines as stated herein.
- All other items as needed and as stated herein.

## **SCHEDULE B**

### **ASHLAUR CONSTRUCTION COMPANY, INC. RESPONSIBILITIES OF CONSTRUCTION RELATED SERVICES**

The duties and responsibilities shall include, but not be limited to, the following services:

- To the extent permitted in the Contract, the job orders (or portions of job orders) that Ashlaur may self-perform are those job orders that include the following trades:
  - Carpentry, Rough-Finish
  - Drywall
  - Acoustical panels
- Project Assistant Superintendent as needed on the Project, under the guidance of the Senior Superintendent.
- Office management, accounting and estimating of Ashlaur self-perform trade work.
- Joint approval of all Joint Venture banking and check issuance.

**SCHEDULE C**  
**RESPONSIBILITY MATRIX**

**To Be Determined.**

## **SCHEDULE D**

### **INSURANCE REQUIREMENTS:**

**Insurance must be procured with a policy inception date prior to the commencement of any work.**

**The Parties hereto shall name as additional insureds the Joint Venture, each Party to the Joint Venture, the Owner, and all others as required by the Joint Venture and on all insurance required in this Schedule D. Before commencing work under the Contract, each Party shall submit a Certificate of Insurance that meets the requirement as determined by the Management Committee.**

- 1) **Workers' Compensation and Employer's Liability Policy**
  - Each Party's payroll will be insured under its Workers' Compensation and Employer's Liability Policy
  - Each Party will procure insurance to meet the requirements as determined by the Management Committee.
  
- 2) **Commercial General Liability Policy**
  - The Joint Venture will be added as a named insured to each Party's Commercial General Liability Policy for 10 years after the final completion of the project.
  - Coverage will be provided under each Party's Commercial General Liability Policy for its scope of work.
  - Each Party will procure insurance to meet the requirements as determined by the Management Committee.
  
- 3) **Automobile Liability Policy**
  - Each Party will provide coverage for its vehicles under its Automobile Liability Policy.
  - Each Party will procure insurance to meet the requirements as determined by the Management Committee.
  
- 4) **Professional Liability Policy**
  - Each Party will procure insurance to meet the requirements as determined by the Management Committee.
  
- 5) **Contractors Pollution Liability Policy**
  - Each Party will provide coverage for its operations.

- Each Party will procure insurance to meet the requirements as determined by the Management Committee.
- 6) **All Risk Property Risk**
- The Joint Venture shall provide All Risk Property Insurance for the Contract.
- 7) **All Risk Property Insurance Exclusions**
- The All Risk Property Insurance shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring and other similar items commonly referred to as construction equipment, which may be on the Contract site and the capital value of which is not included in the Work. Each Party shall make its own arrangements for any insurance he may require on such construction equipment.
- 8) **Umbrella Liability Policy**
- The Joint Venture will be added as a named insured to each Party's Umbrella Liability Policies for 10 years after the final completion of the project.
  - Coverage will be provided under each Party's Umbrella Liability Policy for its designated work.
  - Each Party will procure insurance to meet the requirements as determined by the Management Committee.



**SCHEDULE E**  
**EQUIPMENT RATES**

**Not Used**

## 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) **Contractors Pollution Liability**

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

## 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

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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

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Contractor must submit the following at the time of award:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/28/2019

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.

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.

PRODUCER MARSH USA INC. CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Zurich American Insurance Company 16535 INSURER B : American Zurich Insurance Company 40142 INSURER C : American Guarantee and Liability Insurance Company 26247 INSURER D : Indian Harbor Insurance Company 36940 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: CHI-009219895-01 REVISION NUMBER: 1

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella and Excess Liability, Workers Compensation, and Professional/Pollution Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Re: Job #: Contract #PS3012S Job Order Contracting Services

Public Building Commission of Chicago, the User Agency, City of Chicago and their respective board members, employees, elected officials, officers, or representatives and others as required by the Public Building Commission of Chicago is/are included as additional insured (except Workers' Compensation) where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission Richard J. Daley Center, Attn: Procurement Department 50 West Washington St. Room 200 Chicago, IL 60602 APPROVED JLB 2/1/2019

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 of Marsh USA Inc. Manashi Mukherjee Manashi Mukherjee

AGENCY CUSTOMER ID: CN103180262  
 LOC #: Chicago



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Paschen Ashlaur Joint Venture II 5515 N. East River Rd. Chicago, IL 60656	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Umbrella Liability  
 Insurer: XL Specialty Insurance Company  
 Policy Number: US00076565L118A  
 Policy Period: 10/01/2018 - 10/01/2019  
 Each Occurrence: \$25,000,000  
 Aggregate: \$25,000,000  
 SIR: \$10,000

First Layer Excess Liability  
 Insurer: Endurance American Insurance Company  
 Policy Number: EXC10004227005  
 Policy Period: 10/01/2018 - 10/01/2019  
 Each Occurrence: \$25,000,000  
 Aggregate: \$25,000,000

Excess Liability is follow form of primary subject to policy terms, conditions and exlusions.

POLICY NUMBER: GLO 5833476-06

POLICY EFFECTIVE: 10/01/2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION OTHER THAN AN ENGINEER, ARCHITECT OR SURVEYOR TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>	<p>ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>

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

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

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

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

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

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

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



POLICY NUMBER: GL 5833476-06

EFFECTIVE DATE: 10/01/2018

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION OTHER THAN AN ENGINEER, ARCHITECT OR SURVEYOR TO WHO OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>	<p>ANY LOCATION OR PROJECT WHERE YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE ADDITIONAL INSURED COVERAGE EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

# 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 Building Commission of Chicago  
(Name of Bidder)

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

\_\_\_\_\_ a Sole Proprietor

\_\_\_\_\_ a Corporation

\_\_\_\_\_ a Partnership

\_\_\_\_\_ a Joint Venture

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

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

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

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

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

# 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 items, specifically describe the work and subcontract dollar amount:

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

### SUB-SUBCONTRACTING LEVELS

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

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

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

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

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

IF APPLICABLE:

BY:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone

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

## 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	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Base Proposal</b>		%	%

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

# 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

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

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

{Insert Executive Director Name}, Executive Director  
Public 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: \_\_\_\_\_

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

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Documentation attached: yes\_\_\_\_ no\_\_\_\_

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

Sincerely,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

## 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**

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

**B. Certification**

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: PS3012
  - a. Description of goods or services to be provided under Contract  
RFP for Job Order Contracting Services
2. Name of Contractor: Paschen Ashlaur Joint Venture II
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.  
 Check here if no such persons have been retained or are anticipated to be retained: \_\_\_\_\_

Retained Parties:

Name	Business Address	Relationship (Lobbyists, etc.)	Fees (indicate whether paid or estimated)
Not Applicable at This Time			

### 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

January 31, 2019  
Date

Leo J. Wright  
Name (Type or Print)

Representative  
Title

Subscribed and sworn to before me  
this 31st day of January, 2019 (SEAL)

  
Notary Public



Commission expires: August 24, 2022



**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 \_\_\_\_\_ Corporate \_\_\_\_\_ Principal, and \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with offices in the State of Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called "Commission", in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated \_\_\_\_\_, 20\_\_\_\_, for the furnishing, fabrication, delivery and installation of the

SPECIMEN

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

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

## EXHIBIT F – 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 and thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

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

## EXHIBITF – PERFORMANCE AND PAYMENT BOND

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IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Name

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

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

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

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

\_\_\_\_\_  
Partner

CORPORATE SEAL

ATTEST:

BY

\_\_\_\_\_  
Secretary  
Title

\_\_\_\_\_  
Corporate Principal  
BY \_\_\_\_\_  
\_\_\_\_\_  
President  
Title

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

\_\_\_\_\_  
Corporate Surety

BY

\_\_\_\_\_

\_\_\_\_\_  
Title

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

CORPORATE SEAL

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

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

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

# EXHIBIT G – BOND APPROVAL

## Bond Approval

BY

\_\_\_\_\_  
{Insert Secretary Name}, Secretary  
Public Building Commission of Chicago

### CERTIFICATE AS TO CORPORATE SEAL

I, \_\_\_\_\_, certify that \_\_\_\_\_ (the  
Secretary of the \_\_\_\_\_  
corporation named as Principal in \_\_\_\_\_ with bond, that \_\_\_\_\_ who signed on behalf of  
the Principal was then \_\_\_\_\_ of said corporation; that I know this person's signature, and the signature  
hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by  
authority of its \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CORPORATE SEAL

**EXHIBIT H – COOK COUNTY PREVAILING WAGE**

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**COOK COUNTY PREVAILING WAGE**

**CURRENT PREVAILING WAGE RATES**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	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	0.90
BRICK MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
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
CERAMIC TILE FNLSHR	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
ELEVATOR CONSTRUCTOR	ALL	BLD		51.94	58.43	2	2	2	14.43	14.96	4.16	0.90
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	2	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	1	50.10	54.10	2	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	2	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	FLT	1	55.90	55.90	1.5	1.5	2	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	2	13.90	19.79	0.00	0.75
Painter	ALL	ALL		45.55	51.24	1.5	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	2	2	2.60	3.18	0.00	0.00
PILED RIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	2	2	4.85	3.28	0.00	0.00

SPRINKLER FITTER	ALL	BLD		47.20	49.20	1.5	1.5	2	12.25	11.55	0.00	0.55
STEEL ERECTOR	ALL	ALL		42.07	44.07	2	2	2	13.45	19.59	0.00	0.35
STONE MASON	ALL	BLD		45.38	49.92	1.5	1.5	2	10.45	16.68	0.00	0.90
TERRAZZO FINISHER	ALL	BLD		40.54	40.54	1.5	1.5	2	10.65	12.76	0.00	0.73
TERRAZZO MASON	ALL	BLD		44.38	47.88	1.5	1.5	2	10.65	14.15	0.00	0.82
TILE MASON	ALL	BLD		45.49	49.49	1.5	1.5	2	10.65	13.88	0.00	0.86
TRAFFIC SAFETY WRKR	ALL	Hwy		33.50	35.85	1.5	1.5	2	6.00	7.25	0.00	0.50
TRUCK DRIVER	E	ALL	1	35.60	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	2	35.85	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	3	36.05	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	E	ALL	4	36.25	36.25	1.5	1.5	2	8.56	11.50	0.00	0.15
TRUCK DRIVER	W	ALL	1	35.98	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	2	36.13	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	3	36.33	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TRUCK DRIVER	W	ALL	4	36.53	36.53	1.5	1.5	2	8.25	10.14	0.00	0.15
TUCKPOINTER	ALL	BLD		45.42	46.42	1.5	1.5	2	8.32	15.42	0.00	0.80

**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**

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

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



## EXPLANATION OF CLASSES

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

## CERAMIC TILE FINISHER

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

## COMMUNICATIONS ELECTRICIAN

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

## MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum;

Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEER - FLOATING

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

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

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

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

Class 5. Friction or Lattice Boom Cranes.

Class 6. ROV Pilot, ROV Tender

TERRAZZO FINISHER

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

TRAFFIC SAFETY

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

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

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

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

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

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

Other Classifications of Work:

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

#### LANDSCAPING

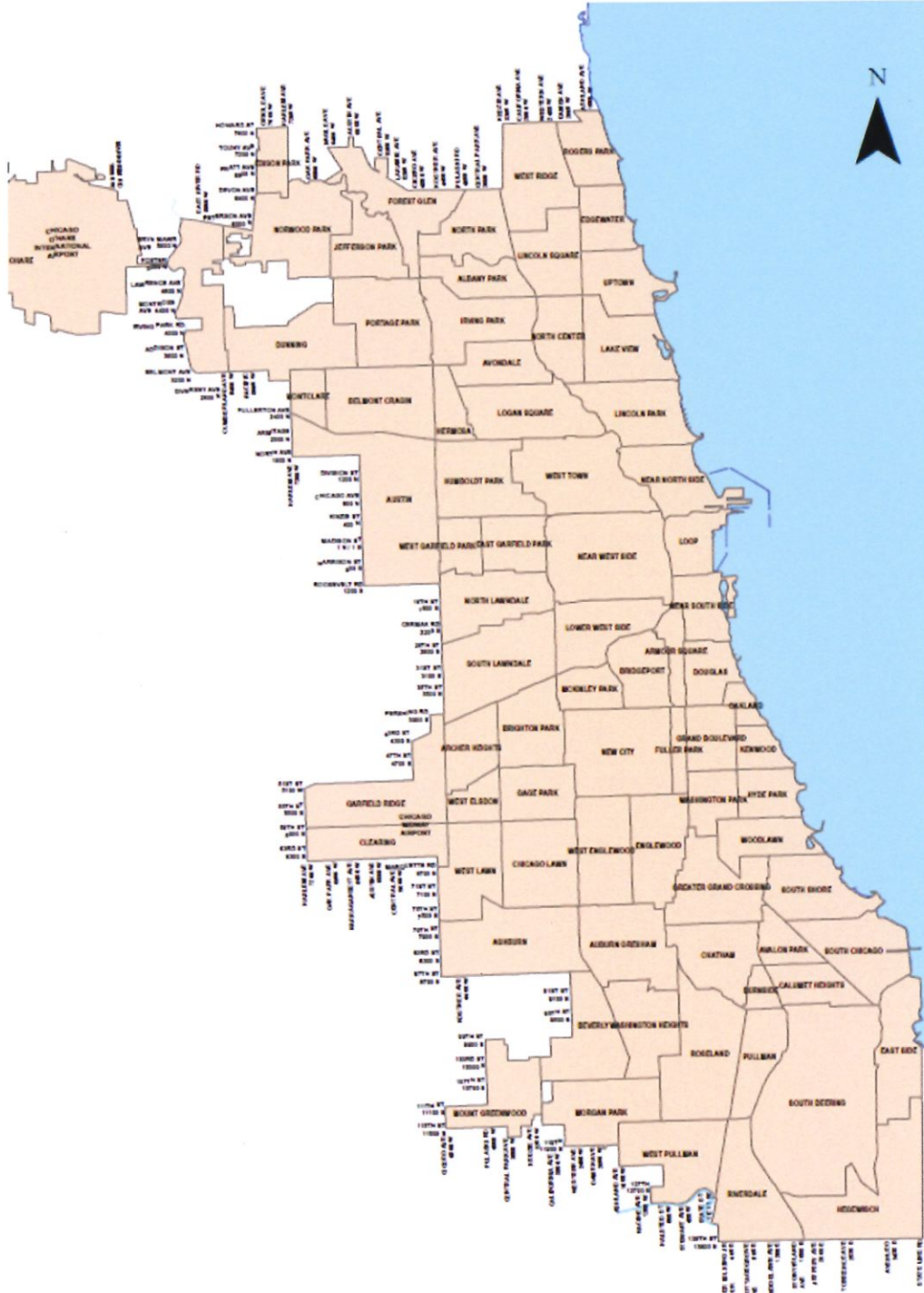
Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

# EXHIBIT I – SAMPLE PROJECT COMMUNITY AREA MAP

## COMMUNITY AREAS



## EXHIBIT J – ASSIST AGENCIES

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

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\* Firm only receives electronic notification of PBC IFB Documents



## EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT

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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:

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

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

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

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

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.

CHICAGO BOARD OF EDUCATION

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

*JFM*  
*mes*

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

Date: 3/6/15

Board Report#: 15-0128-EX5

James Bebley  
James Bebley, General Counsel

*JFM*  
*mes*

✓ Labor Organization: \_\_\_\_\_

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

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

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

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

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



2015 FEB 19 PM 2:46

LAW DEPARTMENT

-6-

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

CHICAGO BOARD OF EDUCATION

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

ATM  
FINE

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
FINE

Labor Organization: BlackLATSERS

Address: 6600 Industrial DR

City, State, Zip Code: ELM HURST IL 60126

Telephone Number: 630 941 2300

By: James Allen  
Its: JAMES ALLEN

113369.10

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

CHICAGO BOARD OF EDUCATION

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

*[Handwritten initials]*  
2/25

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Beblay  
James Beblay, General Counsel

*[Handwritten initials]*  
2/25

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

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

113369.10

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

CHICAGO BOARD OF EDUCATION

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

*DM*  
*3/6/15*

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

*DM*  
*3/6/15*

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST. CHICAGO, IL.

City, State, Zip Code: 60611

Telephone Number: (312) 787-3076

By: Stan Roman  
Its: VICE PRESIDENT

113369.10

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

CHICAGO BOARD OF EDUCATION

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

ATM  
MBS

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley  
James Bobley, General Counsel

ATM  
MBS

Labor Organization: CEMENT MASONS LOCAL 502

Address: 739 25th AVE

City, State, Zip Code: BELLEVUE IL 60014

Telephone Number: 708-344-9100

By: Robert A. Lisa

Its: PRESIDENT

113369, 10

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

CHICAGO BOARD OF EDUCATION

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

ATM  
FNS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
FNS

Labor Organization: IBEW, LOCAL 134

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

By: Donald Finn DONALD FINN  
Its: BUSINESS MANAGER / FINANCIAL SECY

3-9-15

-7-

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

CHICAGO BOARD OF EDUCATION

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

*JPM*  
*ANDS*

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

*JPM*  
*ANDS*

Labor Organization: INTERNATIONAL UNION OF  
ELEVATOR CONSTRUCTORS

Address: LOCAL NO. 2

City, State, Zip Code: 5860 W. 111th St.

Telephone Number: Chicago Ridge, IL 60415

708-907-7770

By: Paul J. [Signature]  
Its: Business MGR / President

113369.10

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

CHICAGO BOARD OF EDUCATION

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

ATM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/3/15

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr Suite U

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

Telephone Number: 708 468 8000

By: Brian Flynn  
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

*JTM*  
*4/28/15*

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

*JTM*  
*4/28/15*

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8289

By: James P. Lawrence  
Its: Business Manager

113369.10



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

CHICAGO BOARD OF EDUCATION

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

*JPM*  
*YMS*

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

*JPM*  
*YMS*

Labor Organization: Laborers District Council of Chicagoa Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8289

By: James P. Lamm  
Its: Business Manager

113369.10

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

CHICAGO BOARD OF EDUCATION

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

JTM  
KNS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
KNS

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

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

Telephone Number: 708.366.1188

By: Craig Santolucito  
Its: PRESIDENT / BM

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

CHICAGO BOARD OF EDUCATION

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

JTM  
2/23/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
2/23/15

Labor Organization: ARCHITECTURAL & ORNAMENTAL IUGS

Address: 2525 W. LEXINGTON ST.

City, State, Zip Code: BROADVIEW, IL

Telephone Number: 708-344-7727

By: [Signature]

Its: BUSINESS MANAGER, FST

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

CHICAGO BOARD OF EDUCATION

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

ATM  
KRS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
KRS

Labor Organization: MACHINERY/MOULDERS RIGGERS MACHINERY & RECTORS

Address: 1820 BEACH ST.

City, State, Zip Code: BROADVIEW, ILL 60656

Telephone Number: 708-615-9300

By: Robert Fulton

Its: BMT-S-T

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

CHICAGO BOARD OF EDUCATION

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

JTM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
2/3/15

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

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Scapoli  
Its: Business Representative

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

CHICAGO BOARD OF EDUCATION

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

ATM  
YRS

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobley  
James Bobley, General Counsel

ATM  
YRS

Labor Organization: Painters District Council #14  
Address: 1480 W. Adams  
City, State, Zip Code: Chicago, IL 60607  
Telephone Number: (312) 421-0046  
By: [Signature]  
Its: \_\_\_\_\_

113369.10

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

CHICAGO BOARD OF EDUCATION

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

JTM  
KNS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
KNS

Labor Organization: PIPE FITTERS L.V. 597

Address: 45N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 x240

By: James Buchanan  
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

JTM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
2/3/15

Labor Organization: Chicago Journeyman Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-1010

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



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

CHICAGO BOARD OF EDUCATION

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

ATM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

ATM  
2/3/15

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Ray Mengel  
Its: President/Business Manager

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

CHICAGO BOARD OF EDUCATION

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

JTM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
4/16

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLISIDE, IL 60162

Telephone Number: 708-449-0073

By: [Signature]  
Its: PRESIDENT AND BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

JTM  
KMS

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

Board Report#: 15-0128-EX5-1

James Bebley  
James Bebley, General Counsel

JTM  
KMS

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

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: [Signature]  
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

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

ATM  
2/3/15

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

Board Report#: 15-0128-EX5-1

James Hebley  
James Hebley, General Counsel

ATM  
2/3/15

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 Burr Ridge Pkwy. Ste. 300

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

Telephone Number: (630) 887-4100

By: Tom Hanrahan  
Its: President

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

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

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

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

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

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

**4. Board to Require Contractors to Maximize Trade Apprentices on CPS Jobs and**

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

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

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

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

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

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

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

CHICAGO BOARD OF EDUCATION

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

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

JTM  
KMS

Date: 3/5/15

Board Report: 15-0128-EX 5-2

James L. Bebley  
James L. Bebley, General Counsel

JTM  
KMS



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

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

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

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

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

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

CHICAGO BOARD OF EDUCATION

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

JFM  
XMS

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

Date: 3/5/15

Board Report: 15-0128-EXS-2

James L. Bebley  
James L. Bebley, General Counsel

JFM  
XMS

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

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

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

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

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

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


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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: Blackw/ers

Address: 660 Industrial Dr

City, State, Zip Code: Elmhurst IL 60126

Telephone Number: 630 941 2300

By: James Allen  
Its: JAMES ALLEN

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

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

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr suite u


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

Telephone Number: 708 468 8000

By: Brian Flynn  
Its: BUSINESS MANAGER


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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

City, State, Zip Code: FOREST PARK IL 60130

Telephone Number: 708.366.6695

By: Craig Sutula  
Its: PRESIDENT / BM

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CHICAGO BOARD OF EDUCATION

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

*ATM*  
*2/3/15*

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel

Labor Organization: ARCHITECTURAL + ORNAMENTAL FW 63

Address: 2525 W. LEXINGTON ST

City, State, Zip Code: BROADVIEW, IL 60155

Telephone Number: 708-344-7727

By: [Signature]  
Its: BUSINESS MANAGER, FST

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CHICAGO BOARD OF EDUCATION

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

ATM  
2/28/15

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel

ATM  
2/28/15

Labor Organization: MACHINERY/MOVERS RIGGERS MACHINERY ERectors

Address: 1820 BEACH ST

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

Telephone Number: 708-615-9300

By: Robert Fulton

Its: BMTS-T

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bobley  
James L. Bobley, General Counsel JLB

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

Address: 120 East Ogden Ave, Suite 18A

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

Telephone Number: 630-655-1930

By: Karl D. Saporito

Its: Business Representative



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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: PIPEFITTERS L.U. 597

Address: 45 N OGDEN AVE


City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 X 240

By: James Buchanan  
Its: BUSINESS MANAGER

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: LOCAL 134 IBEW

Address: 600 W WASHINGTON


City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454.1340

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

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel 

Labor Organization: Chicago Journeymen Plumbers Local 130 UA

Address: 1340 W. Washington Blvd.

City, State, Zip Code: Chicago, Illinois 60607

Telephone Number: (312) 421-1010

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

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CHICAGO BOARD OF EDUCATION

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

JTM  
2/25/15

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel

JTM  
2/25/15

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Ray Menzel  
Its: President/Business Manager

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

[Signature]  
James L. Bebley, General Counsel ATM  
2/3

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSIDE, IL 60162

Telephone Number: 708-449-0073

By: [Signature]  
Its: PRESIDENT AND BUSINESS MANAGER

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CHICAGO BOARD OF EDUCATION

By: David J. Vitale  
David J. Vitale, President JTM  
2/28

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel JLM  
2/28

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

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-597-1800

By: [Signature]  
Its: Business Manager

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CHICAGO BOARD OF EDUCATION

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

ATM  
2/25

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

Board Report: 15-0128-EX5-2

James L. Bebley  
James L. Bebley, General Counsel

Labor Organization: Teamsters Local 2 Union NO. 731  
Address: 1000 Burr Ridge Il. Ste. 300  
City, State, Zip Code: Burr Ridge, Il. 60527  
Telephone Number: (630) 887-4100  
By: John Amador  
Its: President

Labor Organization: CEMENT MASONS UNION LOCAL 502

Address: 739 25th AVENUE

City, State, Zip Code: BELWOOD FL 60104

Telephone Number: 7085449100

By: *Robert K. [Signature]*

Its: PRESIDENT



Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

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

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST.

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

Telephone Number: (312) 787-3076

By: Gay Puma


Its: VICE PRESIDENT

Labor Organization: Palmer's District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: 

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

3-9-15

**INTERNATIONAL UNION OF  
ELEVATOR CONSTRUCTORS**

**LOCAL NO. 2**

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

5860 W. 111th St.

Chicago Ridge, IL 60415

Telephone Number: 708-907-7220

By: [Signature]

Its: Business MGR / President

Labor Organization: Laborees District Council of Chicago & Vicinity

Address: 999 McClintock Drive, Suite 300

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

Telephone Number: 630.655.8289

By: James A. Lammell

Its: Burr Ridge Manager

Labor Organization: Laborers District Council of Chicago-Vicinity

Address: 999 McClintock Drive, Suite 300

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

Telephone Number: 630.655.8289

By: James Plannick

Its: Business Manager

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**END OF BOOK 1**