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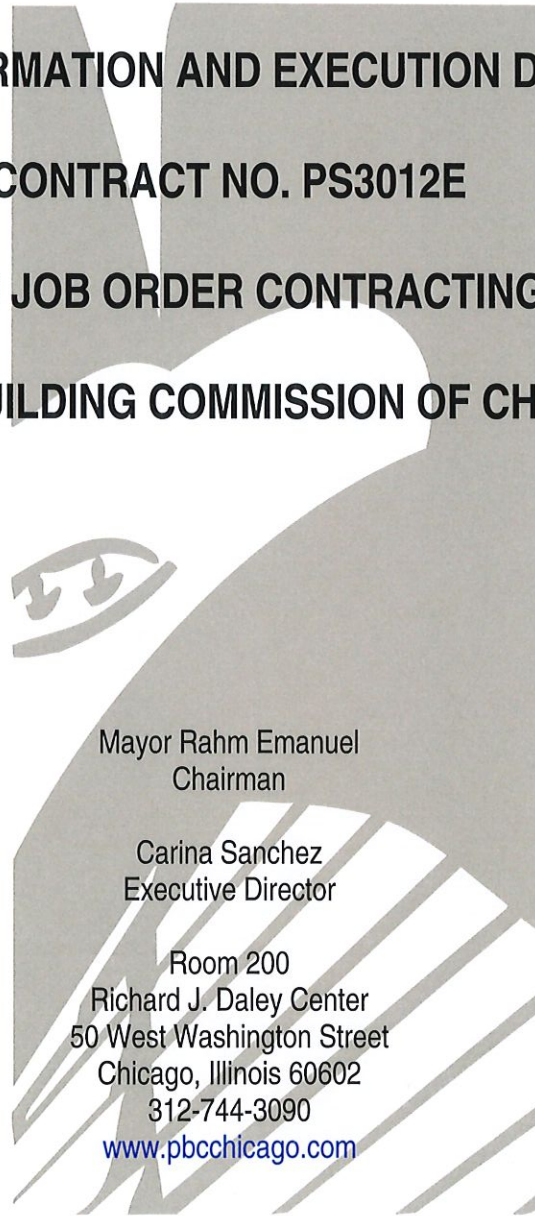
PROJECT INFORMATION AND EXECUTION DOCUMENTS

CONTRACT NO. PS3012E

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

Any Contract entered into as a result of this RFP process is governed by: Book 1 "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

MARCH 2019



PUBLIC BUILDING COMMISSION OF CHICAGO

ORIGINAL

TIER 1-Equal to or Less than \$300,000.00

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

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

ISSUED: SEPTEMBER 11, 2018

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

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

TO

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

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

**Mayor Rahm Emanuel
Chairman**

Carina E. Sánchez
Executive Director

FIRM NAME:	Davila-OVC JV
CONTACT NAME:	Asha Davila / Jose Maldonado
CONTACT TELEPHONE:	773.556.7767 773.821.9900
CONTACT EMAIL:	asha@davilagc.com jose.m@ovcchicago.com
ADDRESS:	10958 S. Halsted Street Chicago, IL 60628
(This page must be included with your submission)	

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

JOB ORDER CONTRACTING SERVICES - PS3012E

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

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 **Davila-OVC JV** with offices at **10958 South Halsted Street, 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 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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DAVILA-OVC JV

THE PUBLIC BUILDING COMMISSION OF CHICAGO
Request for Proposal (RFP) for Job Order Contracting Services – PS3012
[TIER 1 – PROJECTS EQUAL TO OR LESS THAN \$300,000.00]
OCTOBER 19, 2018; 1PM

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FINANCIAL STATEMENTS –

Submitted in a separate Sealed Envelope – Not included in Electronic Submission
Evaluation Criteria: Financial Capacity

DAVILA-OVC JV

10958 S. HALSTED STREET | CHICAGO, IL 60628 | PHONE: 773.556.7767 | ASHA@DAVILAGC.COM

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

DAVILA GENERAL CONTRACTING, INC.		PROJECT NO. <u>1</u>		000145.01 & 000145.02	
Project Name:		1815 W Monroe St., Unit 2G, 7F & 3H Demo & Remodel			
Project Type:		<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____			
Agency/Client:		Chicago Housing Authority - Job Order Contract No. 11818			
Agency Type:		<input checked="" type="checkbox"/> Public <input 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?)					
GC - Provided general conditions labor, site supervision and demo carpentry work.					
Has the project achieved final acceptance after January 1, 2015?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Original Contract Value:				\$ 145,715.93	
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:				\$ 145,715.93	
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:		N/A			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Type of Permit: N/A		<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction		<input type="checkbox"/> Other: _____	
City/Town/Village, State:		N/A			
Permitting Body:		N/A			
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:		Marcel Moreno			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			Gordian Group, Project Manager		
Phone:		312.937.0025		Email Address: m.moreno@gordian.com	
Name:		Michael Batchman		Gordian Group	
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>			Senior Account Manager		
Phone:		312.882.8697		Email Address: m.batchman@gordian.com	

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)

Davila General Contracting, Inc.

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 2 of 2

PROJECT NO. 00145.01 & 000145.02
(continued)

PROJECT NARRATIVE

Provided general conditions and subcontractors for the demolition and remodeling of apartment units 2G, 7F & 3H @ 1815 W. Monroe St., Chicago IL. Project included Carpentry, Painting, Plumbing, HVAC, Electrical and cleaning.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

DAVILA GENERAL CONTRACTING, INC.		PROJECT NO. <u>2</u>		000191
Project Name:	2203 W Washington Blvd., Units A & B Renovations			
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____			
Agency/Client:	Chicago Housing Authority - Job Order Contract No. 11818			
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)				
GC -Provided general conditions labor, site supervision, management and demo carpentry work				
Has the project achieved final acceptance after January 1, 2015?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:				\$ 72,304.90
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:				\$ 72,304.90
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:	N/A			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit: N/A	<input type="checkbox"/> New Construction <input type="checkbox"/> Other: _____		<input type="checkbox"/> Easy Construction	
City/Town/Village, State:	N/A			
Permitting Body:	N/A			
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:	Marcel Moreno			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Gordian Group, Project Manager			
Phone:	312.937.0025	Email Address:	m.moreno@gordian.com	
Name:	Michael Batchman		Gordian Group	
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Senior Account Manager			
Phone:	312.882.8697	Email Address:	m.batchman@gordian.com	

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)

Davila General Contracting, Inc.

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 2 of 2.

PROJECT NO. 2 (continued)	000191
PROJECT NARRATIVE	
<p>Provided general conditions, site supervision and management for renovations of Units A & B at 2203 W. Washington Blvd., Chicago IL. Included Carpentry, Painting, Plumbing, HVAC, Electrical and cleaning.</p>	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

DAVILA GENERAL CONTRACTING, INC.		PROJECT NO. <u>3</u>		000490
Project Name:	Lathrop Homes Emergency Roof Repairs @ Multiple Locations			
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____			
Agency/Client:	Chicago Housing Authority - Job Order Contract No. 11818			
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)				
GC -Self performed general conditions labor, sealant & site clean up.				
Has the project achieved final acceptance after January 1, 2015?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:				\$ 89,734.31
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:				\$ 89,734.31
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:	N/A			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit: N/A	<input type="checkbox"/> New Construction <input type="checkbox"/> Other: _____		<input type="checkbox"/> Easy Construction	
City/Town/Village, State:	N/A			
Permitting Body:	N/A			
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:	Marcel Moreno			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Gordian Group, Project Manager			
Phone:	312.937.0025	Email Address:	m.moreno@gordian.com	
Name:	Michael Batchman		Gordian Group	
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Senior Account Manager			
Phone:	312.882.8697	Email Address:	m.batchman@gordian.com	

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)

Davila General Contracting, Inc.

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 1 of 1.

PROJECT NO. <u>_3_</u> (continued)	000490
PROJECT NARRATIVE	
<p>Provided Emergency Roof Repairs @ Lathrop Homes multiple locations. Completed general conditions, sealant work, installed flashing, patched roofs, replaced downspouts, cleared drains as needed and site clean up.</p>	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

DAVILA GENERAL CONTRACTING, INC.		PROJECT NO. <u>4</u>		000824
Project Name:	Major R Lawrence - 14th Floor Bathroom Remodeling & Common Area Renovation			
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____			
Agency/Client:	Chicago Housing Authority - Job Order Contract No. 11818			
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)				
Provided general conditions, site clean up, radiator covers and punch list work.				
Has the project achieved final acceptance after January 1, 2015?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:				\$ 76,235.41
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:				\$ 76,235.41
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:	N/A			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit:	N/A	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:	N/A			
Permitting Body:	N/A			
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:	Marcel Moreno			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Gordian Group, Project Manager			
Phone:	312.937.0025	Email Address:	m.moreno@gordian.com	
Name:	Michael Batchman			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Gordian Group Senior Account Manager			
Phone:	312.882.8697	Email Address:	m.batchman@gordian.com	

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)

Davila General Contracting, Inc.

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 2 of 2.

PROJECT NO. <u>4</u> (continued)	000824
PROJECT NARRATIVE	
<p>Provided general conditions and subcontractors for the 14th Floor Bathroom Remodeling & Common Area Renovations @ Major R Lawrence Apartments. Project included HVAC, Carpentry, Plumbing, Electrical, Demo, Radiator covers replacement, punch list work and site cleaning.</p>	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

DAVILA GENERAL CONTRACTING, INC.		PROJECT NO _5_		000833
Project Name:	LeClaire Site Clean-up			
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____			
Agency/Client:	Chicago Housing Authority - Job Order Contract No. 11818			
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)				
Performed General Conditions site supervision.				
Has the project achieved final acceptance after January 1, 2015?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:				\$ 87,505.43
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:				\$ 87,505.43
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>				<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:	N/A			
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit: N/A	<input type="checkbox"/> New Construction <input type="checkbox"/> Other: _____		<input type="checkbox"/> Easy Construction	
City/Town/Village, State:	N/A			
Permitting Body:	N/A			
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:	Marcel Moreno			
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Gordian Group, Project Manager			
Phone:	312.937.0025	Email Address:	m.moreno@gordian.com	
Name:	Michael Batchman		Gordian Group	
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Senior Account Manager			
Phone:	312.882.8697	Email Address:	m.batchman@gordian.com	

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)

Davila General Contracting, Inc.

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page 2 of 2.

PROJECT NO. <u>5</u> (continued)	<u>000833</u>
PROJECT NARRATIVE	
<p>Provided general conditions labor, site supervision for site clean up at LeClaire site. Installed temporary fencing, completed tree and stomp removal and cleared all debris.</p>	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>MX1806</u>			
Project Name:	S020x OIT and Mailroom Space Build-Out		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	City Colleges of Chicago		
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)			
OVC was the General Contractor coordinating all the trades and with the			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 239,719.53
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:			\$239,719.53
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:	No permit required - City Colleges is exempt		
Permitting Body:			
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:	John Morley		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Engineer		
Phone:		Email Address:	jmorley@ccc.edu
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.

PROJECT NO. MX1806
(continued)

PROJECT NARRATIVE

We took an existing storage room and turned it into office space for City Colleges IT department. This consisted of framing out the new space, adding new air returns for the HVAC, adding the data runs for a new server, adding in a split unit for the server, masonry cutting and patching, painting of the new space and painting the spray on ceiling.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. 1555-14475 GC4 - 045411.00			
Project Name:	Maywood Retaining Wall Restoration		
Project Type:	<input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input checked="" type="checkbox"/> Other: Replacement of wall		
Agency/Client:	Cook County Department of Planning & Policy		
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)			
OVC was the General Contractor coordinating with all trades, Maywood, Sheriffs Department and the building engineers			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 185,524.04
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:			\$ 185,524.04
Was project completed on schedule? (If no, please explain below or attach explanation.)			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
There were several owner design changes so we finished slightly behind schedule			
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 checked="" type="checkbox"/> Other: Building Permit		
City/Town/Village, State:	Maywood, IL		
Permitting Body:	Maywood		
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:	Vernon Worsham		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Project Director		
Phone:	312.603.0324	Email Address:	vernon.worsham@cookcountyiil.gov
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.

PROJECT NO. 1555-14475 GC4 - 045411.00
(continued)

PROJECT NARRATIVE

The existing retaining wall was beginning to lean, we shored the wall to prevent any falling. We then removed the wall and part of the road down to its foundations. The existing foundation was found to be much larger and stronger than what was designed to go back in its place. So we reused the existing foundation by doweling into it and repoured the retaining wall. We then added Guard rail to the top and repaved the section of road.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>15-OVC3-0001</u>			
Project Name:	Lawndale Triangle Garden		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	Department of Fleet & Facility Management		
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)			
OVC only provided general management			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 236,909.50
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:			\$ 236,909.50
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 checked="" type="checkbox"/> Other: <u>Temp sidewalk closures & Temp driveway access permit</u>		
City/Town/Village, State:	Chicago, IL		
Permitting Body:	Chicago Department of Transportation		
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:	Abigail Mazza		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Environmental Engineer		
Phone:	312-744-3161	Email Address:	abby.mazza@cityofchicago.org
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.

PROJECT NO. 15-OVC3-0001
(continued)

PROJECT NARRATIVE

Excavation and remediation of existing soils. Import and backfill new soils

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>663-602-17J</u>			
Project Name:	Build-out Space in Room 185		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	University of Illinois at Chicago		
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)			
OVC was the General Contractor coordinating trades with the building engineers			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 143,485.00
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:			\$ 143,485.00
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: <u>Permit not required</u>		
City/Town/Village, State:			
Permitting Body:			
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:	Fred Dobry		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Project Manager		
Phone:	312-355-0478	Email Address:	dobryf4@uic.edu
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.

PROJECT NO. 663-602-17J
(continued)

PROJECT NARRATIVE

Complete build-out of classroom from existing storefront, including concrete, wood/plastic, thermal/moisture protection, openings, finishes, specialties, equipment, fire suppression, HVAC, electrical and communications.

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

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

PROJECT NO. <u>999-600-17J</u>			
Project Name:	Investigate & Repair Roof Leaks		
Project Type:	<input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:	University of Illinois at Chicago		
Agency Type:	<input checked="" type="checkbox"/> Public <input 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?)			
OVC was the General Contractor coordinating trades with the building engineers			
Has the project achieved final acceptance after January 1, 2015?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$ 70,981.00
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:			\$ 70,981.00
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: <u>Permit not required</u>		
City/Town/Village, State:			
Permitting Body:			
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:	Fred Dobry		
Project Role: <i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>	Project Manager		
Phone:	312-355-0478	Email Address:	dobryf4@uic.edu
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.

PROJECT NO. 999-600-17J
(continued)

PROJECT NARRATIVE

Respond to emergency roof leaks throughout UIC Campus and repair leaks

FORM B – KEY PERSONNEL

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

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	
Role:	<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
Name:	Dan Matuz
Title:	Project Manager
Number of years with the firm:	
6	
Number of years with experience in this capacity:	
7	
Project Type: <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	
REFERENCE #1	
Project:	PBC - Chicago Public Schools - School Investment Package 15 [Chicago, IL]
Agency/Firm Name:	Public Building Commission (PBC)
Title:	Paul Spieles, Chief Development Officer
Phone:	312.744.9667
Email Address:	paul.spieles@cityofchicago.org
REFERENCE #2	
Project:	Malcolm X College Demolition [Chicago, IL]
Agency/Firm Name:	Public Building Commission (PBC)
Title:	Ray Giderof, Director of Construction
Phone:	312.744.8310
Email Address:	rgiderof@cityofchicago.org
PLEASE ATTACH RESUME	

DAN MATUZ
Project Manager



Mr. Matuz brings a wealth of construction experience to Old Veteran Construction, Inc. (OVC, Inc.) His strong communication skills are coupled with his ability to lead and complete countless projects on time and within budget. Mr. Matuz has a viable track record for successful completion of multi-million dollar projects through coordinating trades, developing partnerships and building positive rapport with architects, engineers, local officials, vendors and clients while maintaining costs.

Mr. Matuz's responsibilities as Project Manager at Old Veteran Construction, Inc. include, but are not limited to, the following:

- Responsible for creating submittal logs and processing submittals
- Assign task of maintaining project documents
- Review blueprints, develop specific details for projects and maintain as-built documents for close-out
- Create construction schedules: Three (3) week look-ahead and overall schedule
- Participate in bid evaluation process and buy-out of subcontractors
- Participate in attaining pricing for additional work and approval process of all change orders related to the project(s) assigned
- Interact with Project Team to insure the success of the project(s) assigned
- Responsible for successful and timely project completion
- Write / review Subcontractor Contracts



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OLD VETERAN CONSTRUCTION, INC. – CHICAGO, IL

Project Manager

June 2013 – Current

➤ **PBC – Malcolm X College Demolition – Chicago, IL**

Project Manager

Single phase procurement, complete demolition a 427,000 sq. ft. building - Design / Build Services for the Demolition of Malcolm X College - Chicago, IL. Project Value: \$12,875,000.00

➤ **PBC-Chicago Public Schools, School Investment Program [SIP] – [Barnard, Cullen, Langston Hughes, Lavizzo, Mt. Vernon and Paul Revere Elementary Schools] – Chicago, IL**

Project Manager

Package #15 (6 Schools) – Multiple Design-Build Renovation projects for the Chicago Public Schools as part of the 2013 School Investment Program 'Sip'. The 2013 School Investment Program included renovations, enhancements and capital investments for more than 100 school facilities. Multiple schools were assigned to select Design-Build Entities. Objective of the program: To ensure that learning environments are enhanced by the addition of libraries; upgrades to lunchrooms and food service; improved ADA accessibility; classroom air-conditioning; upgraded interiors including as floors, ceilings, and fresh paint; and upgraded electrical systems and envelope repairs. Completed 4 out of 6 schools early! Schools simultaneously, successfully completed on fast-track Summer schedule. Package Value: \$10,712,787.00

➤ **Chicago Public Schools – Capital Improvement Program – J.O.C. – Chicago, IL**

Project Manager

The Capital Improvement Program (CIP) is a comprehensive, multi-year program to upgrade and expand the Chicago Public Schools facilities. This JOC contract is a indefinite quantity contract (I.D.I.Q.) for services performed for Chicago Public Schools and is related to the renovation of facilities under CIP. Contract Value: Value: \$50,000,000.00

➤ **City Colleges (J.O.C.) – Chicago, IL**

Project Manager

Job Order Contract for construction projects throughout Chicago City College locations.
Contract Value: \$8,000,000.00

➤ **Forest Preserves of Cook County (J.O.C.) – Camp Reinberg Development – Palatine, IL**

Project Manager

Update and enhance existing campground Camp Reinberg, located at 1801 N. Quentin Road – Work included, but was not limited to: Camp Ground new construction of public and support buildings (small cabins, 2 bedroom cabins, toilet / shower, Shelter, Storage Bldg., Large Dining Hall with 2 community kitchens, renovation & Tent Pads), Landscaping, development of tent sites, trails / paths, site furnishings, Utilities, site development, parking, signage and other related work. Project Value: \$4,506,211.27

➤ **Forest Preserve District of Cook County J.O.C. – Cook County, IL**

Project Manager

Job Order Contract (J.O.C.) for Forest Preserves of Cook County, IL. Contract Value: \$7,000,000.00

➤ **Department of Environment – J.O.C. – Chicago, IL**

Project Manager

Job Order Contract (J.O.C.) for Department of Environment for Chicago, IL. Contract Value: \$40,000,000.00

➤ **Forest Preserves of Cook County (J.O.C.) - Oak Forest Heritage Preserve – Oak Forest, IL**

Project Manager

Oak Forest Heritage Preserve Trail Construction and Parking Lot Improvements. Project Value: \$1,523,867.85



- **University of Illinois Job Order Contract (J.O.C.) – Chicago, IL**
Project Manager
Demo interior / exterior, painting / remodeling / upgrades, carpeting, office build-outs, electric, fire alarms, elevator recall, data telecom, masonry / exterior brick work. Contract Value: 2,000,000.00
- **City of Chicago Department of General Services (J.O.C.) – Chicago, IL**
Project Manager
Three-year contract duration. Contract Value: \$9,000,000.00
- **United States Postal Service [U.S.P.S.] – J.O.C. – Chicago & Northern Illinois**
Project Manager
Indefinite Quantity (I.Q.C.) Job Order Contract (J.O.C.) for repair and alteration projects at various Postal Service facilities within Chicago & Northern IL. Contract Value: \$5,500,000.00

McDonagh Demolition

Project Manager
2008 – June 2013

Job Order Contracts (J.O.C.)

- **Department of General Services, Contract 1463** – Contract Value: \$42,000,000.00
- **Department of Aviation** – Contract Value: \$17,500,000.00
- **Public Building Commission, Contract 1505D** – Contract Value: \$50,000,000.00
- **Department of Environment, Contract 19576** – Contract Value: \$8,000,000.00
- **Chicago Public Schools, Contract 11-250000** – Contract Value: \$50,000,000.00

Old Veteran Construction, Inc.

Project Manager
2007 – 2008

Responsible for several Project Managers and Superintendents allocated to the following J.O.C. projects:

- **Department of General Services** – Contract Value: \$18,000,000.00
- **University of Illinois at Chicago** – Contract Value - \$3,000,000.00
- **United States Postal Service** – Contract Value - \$5,000,000.00
- **Public Building Commission** – Contract Value - \$24,000,000.00

EDUCATION

- Liberal Arts & Science - UIC

CERTIFICATIONS

- OSHA 30-Hour Certified



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Fax: 773-821-9911

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<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		
Name:	David Rivera		
Title:	Project Manager		
Number of years with the firm:			1
Number of years with experience in this capacity:			
Project Type: <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			
REFERENCE #1			
Project:	PBC - D/B, Modernization of Richard J. Daley Manufacturing Center [Chicago, IL]		
Agency/Firm Name:	Public Building Commission	Title:	Ray Giderof, Director of Construction
Phone:	312.744.9667	Email Address:	rgiderof@cityofchicago.org
REFERENCE #2			
Project:	New Malcolm X College [Chicago, IL]		
Agency/Firm Name:	Public Building Commission	Title:	David Rivera - Sr. Project Manager
Phone:	N/A	Email Address:	N/A

PLEASE ATTACH RESUME

DAVID RIVERA
Project Manager

Mr. Rivera is a dedicated Construction Project Manager experienced with all phases of engineer operations and construction management. He is committed to safety and the creation of solid infrastructure that will be of lasting value and highly skilled with broad expertise and experience. Mr. Rivera is successful at anticipating future issues and implementing creative solutions. Effective at managing large diverse teams on a variety of projects, who communicates openly and effectively with all involved, from construction site workers to company CEOs. He will successfully see projects through from initial planning stages to completion.

AREAS OF EXPERTISE:

Erosion and Sedimentation Control	Complex Problem Solver
Land Development Planning	Advanced Critical Thinking
Highway Design	Water Piping Design
Operational Analysis	Strong Decision Maker
Project Management	Seismic Analysis
Root Cause Analysis Training	Stress Analysis Sap2000
AutoCAD Engineering	Local Municipality Projects
Vendor & Material Management	MEP
Estimate and Job Cost	Commissioning
Construction Planning and Scheduling	Pay Applications
Pipe Design	Cap Meeting
Technical Plan Execution	Owners Meeting

Mr. Rivera's skills / duties as Project Manager at Old Veteran Construction, Inc. (OVC, Inc.) include, but are not limited to, the following:

- Work with client from inception of each project to ensure understanding of project scope and vision
- Oversee the beginning of each turn-key project, including details i.e. permit submission and design evaluations
- Monitors contract performance
- Assign task of maintaining project documents
- Review blueprints, develop specific details for projects and maintain as-built documents for close-out
- Create construction schedules: Three (3) week look-ahead and overall schedule
- Participate in bid evaluation process and buy-out of subcontractors
- Create pencil draws for pay request
- Participate in attaining pricing for additional work and approval process of all change orders related to the project(s) assigned
- Supervision of Project Superintendents
- Responsible for successful and timely project completion
- Write / review Subcontractor Contract(s)
- Process change orders
- Collaborate with the architect and construction crew to ensure feasibility of each project
- Conduct meetings on-site with architect, client and construction crew
- Negotiate with vendors, suppliers and subcontractors



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DAVID RIVERA | *Project Manager* *Professional Experience*

OLD VETERAN CONSTRUCTION, INC. – CHICAGO, IL
Project Manager
October 2017 – Current

- **PBC – City Colleges D/B Construction for
Modernization of Richard J. Daley Manufacturing Center – Chicago, IL**
Project Manager

The 105,000 square foot Daley Advanced Manufacturing center is designed with input from City Colleges' College to Careers faculty and industry partners to replace several temporary structures that have housed the manufacturing program for decades. The addition also includes a 30,000 square foot bridge that straddles 76th street, linking the main Daley College building with the new manufacturing center so that students can easily access a central one stop shop for student services, including tutors, advisors, registration, testing, disability access, wellness, and other supports. Project also consisted of construction of a parking lot, landscaping and associated site work. The Advanced Manufacturing Center provides students access to state of the art equipment to solve real world problems, and dually serves as a quality control testing site for small to mid-sized area local manufacturers. Project Value: \$38,200,000.00

City Colleges of Chicago (CCC) – Chicago, IL
2015 – 2017
Senior Project Manager

Planned, executed, and finalized projects, including construction projects, according to strict deadlines and within budget. Included acquiring resources and coordinating the efforts of team members and third-party contractors or consultants in order to deliver projects according to plan. In addition, defined project's objectives, scope and oversaw quality control throughout its life cycle.

KEY PROJECTS AND SELECTIVE ACCOMPLISHMENTS

- **Malcolm X College: 1900 W. Jackson Ave. – Chicago, IL**
NEW LEED design building, State-of-the-art Malcolm X College and School of Health Sciences in Chicago. A \$251 million facility to prepare students for the fast-growing health care industry.
- **Olive-Harvey College: 10001 South Woodlawn Ave. – Chicago, IL**
\$38 Million, Transportation, Distribution, and Logistics (TDL) Center at Olive-Harvey College. The facility is a first-of-its-kind in Illinois that will prepare students for the more than 110,000 TDL jobs coming to the region over the next decade. Intra-government agreement with the State of Illinois and City Colleges of Chicago construction project.
- **Richard J. Daley College: 7500 South Pulaski Rd. – Chicago, IL**
The Automotive Manufacturing Center a LEED design-build construction project of \$45 million. Managed by the Public Building Commission of Chicago. The Advanced Manufacturing Center at Richard J. College. Daley College's designation as the City's Center for Excellence in advanced manufacturing is a part of the City Colleges' College to Careers initiative.

J.O. Virella & Associates Consulting Engineers – Corozal, Puerto Rico
Jan 2015 – June 2015
Civil Engineering Internship

Developed and reviewed Transportation Management Plan (TMP) for the rehabilitation of bridge and expressway PR – 22, located in the Municipality of San Juan, Puerto Rico. Duties included but not limited to, planning meeting with team project engineers, reviewed and edited the TMP and Maintenance Of Traffic plans (MOT) and descriptions are consistent with work to be performed, site visit to construction area and verify work being done, met with official of Department of Transportation and Public Works of Puerto Rico (DTOP) and expedited changes as needed. Help in the design of water treatment plant, pipe, and gravitational tanks to service a small village approximately 450 homes in Borinquen, PR.



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J.O. Virella & Associates Consulting Engineers – Corozal, Puerto Rico – (Cont.)

KEY PROJECTS AND SELECTIVE ACCOMPLISHMENTS

- Reviewed and modified MOT and TMP to meet department of Puerto Rico transportation objectives.
- PCMS review and modify to meet alternate route and detours.
- Developed preliminary cost estimate and bid proposal.
- Completed a geometry, environmental, structure and slope stability design for a PR-656 route in Puerto Rico.

Bethesda Human Resource – Chicago, IL

2002 – 2009

Project Manager

Planned, organized and managed overall day care construction project. Responsibilities included: designing and blueprints, review and analyzing of project, preparation of construction documents, bidding, negotiating, subcontractor's selection, material purchasing, scheduling, project budget, building code compliance, project development, quality control, and supervision of a crew of 60.

KEY PROJECTS AND SELECTIVE ACCOMPLISHMENTS

- Successfully reduced project cost by 30% by working with fire prevention engineer in redesigning an old manufacturing building (65,000sq.ft.) sprinkler system. Flushing and cleaning of all major arteries, redistributing, and laying out a new design for adequate coverage of new daycare facility. Saved client the cost of engineering a new fire prevention system.
- Detected numerous structure and design problems by the previous contractor and worked with architect and subcontractors to address growing concerns.
- Procured and provided all building materials for the project to the site on time and accurately specifying required materials and coordinating with internal/external individuals as required therefore reduced build material cost.
- Managed and supervised demo of a 1600 sf. Manufacturing facility and help with the designing and conversion of an outdoor parking lot.

Nextel Communications – Elmhurst IL

1996-2002

Project Engineer

Assisted in designing of cell sites ensure proper execution of build-out of projects manage construction project of an annual budget of approximately 5 million dollars. Managed engineering and construction process for cell-site development. Developed strong working relationships with external vendors to procure materials and ensure timely deliveries of product. Managed general contractors and oversee field engineers throughout construction process to ensure all timelines and high-quality standards are met.

KEY PROJECTS AND SELECTIVE ACCOMPLISHMENTS

- Greatly reduced cost by 20% through strong negotiations with subcontractors during the bidding process.
- Forecasted and scheduled materials on time during construction by networking with vendors reduce construction time by 10%.
- Monitor and report performance of projects by ensuring full utilization of tracking tools and reports, observation of and attendance at progress meetings, and direct interaction with personnel and management for feedback. Off-site work commencement notification greatly reducing redundancy throughout all phases of construction



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Caribbean University – Puerto Rico

2011 - 2015

Tutor - Title V Tutoring Undergrad Program

Tutor for undergrad students in physic, advanced calculus, and chemistry 1, 2, and 3 courses. Duties included, but not limited to, promote, and answer questions about the program throughout selected groups at the University. Enroll new students and assign them to their tutor base on schedule and availability. Follow up with students and maintain documentation of student's progress and attendance to ensure the quality of service rendered. Seek and attend career improvement seminars and tools to better serve the university community and students.

KEY PROJECTS AND SELECTIVE ACCOMPLISHMENTS

- Tutored 55 students on a weekly basis and a **78% improvement** was achieved
- Overall evaluation with students and professors were **excellent**
- Help greatly **improve retention** percentage of freshmen and sophomore students in the program

EDUCATION AND PROFESSIONAL DEVELOPMENT

Caribbean University - 2010 – 2015

CIVIL ENGINEERING B.S.C.E

Magna Cum Laude

Proficiency in engineering programs:

SAP2000, ETABS, AutoCAD Civil 3D, MathCad

CERTIFICATIONS & AWARDS

- Community Renewal Society Caleb Award winner
- Letter of recognition from the leader of the **House of Representatives** *Haime Perelló* for volunteer community development project, **Government of Puerto Rico**
- Letter of recognition from the **Senate President** *Thomas Rivera Schatz* for volunteer community development project, Government of Puerto Rico



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FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<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		
Name:	Robert Brown		
Title:	Temulac [3rd Party Scheduler]		
		Number of years with the firm:	
		Number of years with experience in this capacity:	
Project Type: <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			
REFERENCE #1			
Project:	PBC - Chicago Public Schools - School Investment Program "SIP" - Package 15 [Chicago, IL]		
Agency/Firm Name:	Public Building Commission (PBC)	Title:	Paul Spieles, Chief Development Officer
Phone:	312.744.9667	Email Address:	paul.spieles@cityofchicago.org
REFERENCE #2			
Project:	PBC - D/B, Modernization of Richard J. Daley Manufacturing Center [Chicago, IL]		
Agency/Firm Name:	Public Building Commission (PBC)	Title:	Ray Giderof, Director of Construction
Phone:	312.744.8310	Email Address:	rgiderof@cityofchicago.org

PLEASE ATTACH RESUME

Robert B. Brown

President/Senior Scheduler



Mr. Brown is a Professional Engineer with 46 years of experience in construction and engineering project controls including CPM scheduling, cost estimating, program and project management, owner representative services, and expert analysis.

Strengths include project control services – scheduling, cost estimating, change order analysis, program management tasks, and expert analysis.

Education and Training

University of Illinois at Chicago
*Bachelor of Science in
Civil Engineering*

Registered Professional Engineer
State of Illinois

LEED Accredited Professional

Professional Affiliations

Association for the Advancement
of Cost Engineering

Illinois Society of Professional
Engineers

Construction Management
Association of America

American Public Works Association
United States Green Building Council

Illinois Road & Transportation
Builders Association

City Club of Chicago

Years of Experience 46

**Metropolitan Water Reclamation
District**

Chicago, IL

Provided cost estimating services during
design of a water reclamation plant
conversion to a retention reservoir with a
10-mile force main.

ComEd

Provided cost and scheduling services for
construction of new sub-stations. Also,
maintained schedules for installation of new
pole devices.

Federal Aviation Administration

Maintained schedules for various air traffic
control facility renovations in New York, NY,
Albuquerque, NM, Jacksonville, FL and
Aurora, IL.

Department of the Navy

Developed and maintained numerous
project schedules for construction projects
in Great Lakes, IL, Orlando, FL and Crane, IN.

Chicago Housing Authority

Provided cost-loaded CPM schedules for
numerous major renovation projects.

Public Building Commission

Provided cost-loaded CPM schedules for
numerous school renovation projects.

University of Chicago

Provided detailed cost estimates for several
reconstruction projects.

Illinois State Toll Highway Authority

Provided program management services in
the development of project controls on
\$5.2B CIP. Provided cost estimating services
during design for a project to
repair/reconstruct highways and bridges.
Also provided CPM scheduling services on
numerous construction projects.

Fox Metro Water Reclamation District

Developed expert report in defense of a
contractor's delay claim.

Department of Veterans Affairs

Milwaukee, WI & Chicago, IL

Developed baseline CPM schedules and
provided monthly updates for numerous
hospital renovation projects.

U.S. Coast Guard

Provided CPM schedules for numerous
renovation projects.

Truman College

Chicago, IL

Developed, coordinated and updated the
master CPM schedule for \$50M expansion
project throughout design and construction.

TEMULAC

ENGINEERING CONSULTANTS LLC

Recent Scheduling Assignments

<u>Year</u>	<u>Agency</u>	<u>Name</u>
2012	CHA	Judge Slater Apartments
2012	CHA	Sullivan Apartments
2012	CHA	Lake Park Apts.
2012	CPS	Hayt School
2012	CPS	Brown Academy
2012	CPS	Hearst School
2012	CPS	Burbank School
2012	CPS	Roosevelt HS
2012	CPS	Lathrop School
2012	CPS	Seward School
2012	CPS	UIC Noble School
2012	CPS	Emmet School
2012	CHA	CHA Task Order 11
2012	CHA	CHA Task Order 12
2012	CHA	CHA William Jones Apts
2012	CHA	CHA Task Order 18
2013	CHA	CHA Task Order 16 - 855 W. Aldine
2013	CHA	CHA Task Order 8 - 1750 W. Peterson
2013	CHA	CHA Task Order 9 - 1930 W. Loyola
2013	CPS	Roosevelt HS Lab
2013	CHA	CHA Task Order 5 - (Rec Center) 3858 S. Cottage Grove
2013	CPS	Blaine & Hamilton
2013	CHA	CHA Task Order 10 - Sheffield
2013	OVC	Bistro Burger
2013	USCG	Rehab Moorings @ Marblehead, OH
2013	PBC	PBC Revere School
2013	PBC	PBC Barnard School
2013	PBC	PBC Cullen School
2013	PBC	PBC Hughes School
2013	PBC	PBC Lavizzo School
2013	PBC	PBC Mt. Vernon School
2013	PBC	PBC Marshall School
2013	PBC	PBC Northwest Middle School
2013	PBC	PBC Lincoln Park HS
2013	PBC	PBC Brennemann School
2013	PBC	PBC Brentano School
2013	PBC	PBC Chappell School
2013	PBC	PBC McCutcheon & Branch School

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ENGINEERING CONSULTANTS LLC

2013	PBC	PBC McPherson School
2013	PBC	PBC Shurz School
2013	PBC	PBC Senn School
2013	PBC	PBC Stockton School
2013	PBC	PBC Taft School
2013	PBC	CPS Noble-Bulls
2013	PBC	PBC Curtis School
2013	PBC	PBC Haley School
2013	PBC	PBC Corliss School
2013	PBC	PBC Aldridge School
2013	PBC	PBC Carver School
2013	PBC	PBC Esmond School
2013	PBC	PBC Gompers School
2013	PBC	PBC Murray School
2013	PBC	PBC Farnsworth School
2013	PBC	PBC Ryder School
2013	PBC	PBC Gresham School
2013	CHA	CHA TO #33 116 W Elm - Zelda Ormes
2013	CHA	CHA TO #53 1845 N Larabee - Eliz Woods
2013	NAVFAC	GLNS B-1506/616/328 FA & MNS
2013	CHA	Dorchester Artist Housing
2013	CHA	CHA TO # 56 Wicker Park
2013	PBC	PBC Children's Advocacy
2013	MWRD	Shaft Repair Project (100 locations)
2013	NAVFAC	GLNS B-1017
2014	CPS	CPS Taft
2014	NAVFAC	GLNS B-68
2014	NAVFAC	GLNS B-3223
2014	NAVFAC	GLNS - B-1326 & B-2700
2014	CPS	CPS LaSalle
2014	CHA	CHA Altgeld Bk 16
2014	CHA	CHA TO #56
2014	CHA	CHA Major Robert Lawrence Apts - 655 W 65th St
2014	CHA	CHA Minnie Riperton Apts - 4250 S Princeton
2014	USCG	Parking Lot Sheboygan, WI
2014	USCG	Balcony Repairs Grand Haven, MI
2014	CPS	CPS Hyde Park
2014	NAVFAC	GLNS B-1007 & B-195VA
2014	CPS	CPS Ravenswood
2014	USCG	USCG Dredge Boat Basin
2014	USCG	USCG SSM, MI Community Center
2014	CHA	CHA TO #77 Flagg Facade

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2014	PBC	PBC Lincoln Park ES Annex
2014	NAVFAC	Marine Corps RTC Belton, MO
2014	PBC	PBC Talcott ES
2014	USCG	USCG Dredging, Manatee, MI
2014	CHA	CHA TO #95 654-56 W. Grace
2014	NAVFAC	GLNS B-237 Reconfiguration
2014	NAVFAC	Naval Hospital Beauford BIA Switchgear
2014	MWRD	MWRD WS Primary Tanks
2014	IL NG	IL NG Camp Lincoln B-20 Roof
2014	VA	Hines - Fan Coil Replacement
2014	NAVFAC	Gas Dist Repair Albany, GA
2014	NAVFAC	GLNS B-1523 DCC Controls
2014	USCG	USCG - Marblehead, OH
2015	Lou Malnati	Lou Malnati's - Lincoln Ave
2015	VA	Jesse Brown B-21 Switchgear
2015	CPS	Lane Tech HS
2015	CHA	CHA Altgeld 7 & 8
2015	USCG	USCG St. Ignace, MI
2015	USCG	USCG SSM, MI - Doors, Windows, Siding
2015	CPS	CPS Kenwood & Carter Schools
2015	USCG	USCG Detroit, MI Demo Light 30
2015	USCG	USCG Gallery - Sturgeon Bay, WI
2015	USCG	USCG Dredging - Detroit, MI
2015	CHA	TO#103-CHA Hayes Family Center
2015	Tollway	Tollway Sewer Inspection & Cleaning
2015	PBC	PBC - Dunne Tech
2015	CHA	CHA TO #95
2015	CPS	CPS Shields
2015	CPS	CPS McCutcheon
2015	PBC	PBC Minnie Mars Jamieson
2015	USCG	USCG Cleveland Lighthouse
2015	USCG	USCG Detroit Dredging
2015	USCG	USCG Calumet Harbor, IL
2015	USCG	USCG Stt St Marie Sump Drainage
2015	Tollway	Tollway RR-15-5709
2015	USCG	USCG Stt St Marie - Replace Duplex Housing
2015	USCG	USCG CalHarbor - Heat Dist Sys
2015	CHA	CHA Fannie Emanuel
2015	Various	Bid Schedules
2015	USCG	USCG Kenosha, WI - Dredging
2015	Excelon	Excelon - Channahon
2015	NAVFAC	CyberOps Center, Charleston, SC

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ENGINEERING CONSULTANTS LLC

Robert B Brown, PE, LEED AP, has developed schedules that include the following types of Work:

- Abatement
- UST Removal
- Building Demolition
- Soil Remediation
- Earthwork
- Installation of Utilities
- Fencing
- Landscaping
- Exterior / Interior painting
- Outdoor light installation
- Concrete
- Asphalt Paving
- Roofing Replacement/Repair & Steel Erection
- Interior Renovation
- Mechanical Upgrades
- Electrical Upgrades
- Boiler Replacement
- Highways
- Residential Low-Rise Apartment Buildings
- Residential High-Rise Apartment Buildings
- Electrical Substations
- Hospitals
- Air Traffic Control Facilities

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<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		
Name:	Robert LeGrand		
Title:	Superintendent		
Number of years with the firm:			1
Number of years with experience in this capacity:			20
Project Type: <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			
REFERENCE #1			
Project:	PBC - D/B, Modernization of Richard J. Daley Manufacturing Center [Chicago, IL]		
Agency/Firm Name:	Public Building Commission (PBC)	Title:	Ray Giderof, Director of Construction
Phone:	312.744.8310	Email Address:	rgiderof@cityofchicago.org
REFERENCE #2			
Project:	- Please see attached resume for additional references -		
Agency/Firm Name:		Title:	
Phone:		Email Address:	

PLEASE ATTACH RESUME

Robert Le Grand

1232 Janas Ln. Lemont, IL 60439

Phone: (312)804-1129 * Email: REL082539@gmail.com

Experienced Construction Professional

A seasoned professional with the construction and project management expertise needed to generate impressive outcomes that consistently exceed expectations. Ability to direct multi-site construction, maintenance, and modernization projects through their entire life cycle within the diverse sectors including school, medical, industrial, and residential. Exhibited impressive perseverance and ingenuity in completing projects within tight budgets and challenging schedules; utilizing expertise, skills, and confidence to anticipate issues and problems and make decisions quickly and effectively.

Key Areas of Expertise

Project Management
Budgeting and Scheduling
Oversight of subcontractors
Quality under time constraints
Labor Management

Professional Experience

11900 S. Stoney Island Ave. - Steel Stripping Plant

Project Manager

400,000 square foot warehouse and stripping plant

25 foot deep looping pits

Heavy foundations for slitting, grinding and manufacturing equipment

21 W. Chestnut, Chicago - High Rise condominium development

Building Owners Project Manager

Project was from site selection to completion

Poured and placed concrete

21 story residential building

Building was completed on time and under budget

340 W. Superior, Chicago - High Rise condominium development

Building Owners Project Manager

Project was from site selection to completion

Poured and placed concrete

24 story residential building

Building was completed on time and under budget

910 & 920 W. Madison, Chicago - High Rise condominium development

Building Owners Project Manager

Project was from site selection to completion

Poured and placed concrete

12 story residential buildings

Building was completed on time and under budget

**General Manager of precast company including field operation
For ten years**

Additional Projects can be supplied upon request

EDUCATION

Bachelors of Science in Civil Engineering from Illinois Institute of Technology

References can be supplied upon request.

ROBERT E. LEGRAND

SUMMARY OF QUALIFICATIONS

Prior to joining Arvis, Inc., I had been involved in the construction industry for the past forty one years. My vast construction experience has been both rewarding and educational, having been involved many different aspects of the construction industry. I have been Project/Construction Manager on many large projects ranging from high-rise buildings to commercial/retail buildings.

EDUCATION

Illinois Institute of Technology

- Graduated in January, 1970 with a degree in Civil Engineering
- Passed state exam for Professional Engineering in June, 1970

WORK EXPERIENCE

Richard Hoffman Corp.

Construction Manager

- I have worked for Richard Hoffman Corp. for the past twenty four years. During that time I was the Project Manager on building manufacturing plants, libraries, movie theaters, strip malls and several senior housing projects.

REL Consulting

Owner

- I started REL Consulting in 2000 and have worked closely with General Contractors and Developers in setting up projects from design to completion.

Lombard Construction

Precast Plant Manager/Superintendent

- I have worked for Lombard Construction from June, 1954 thru March, 1971. During that time I advanced from Laborer to Precast Plant Manager and Superintendent.

RECENT PROJECTS

Dixmoor Towne Center, Dixmoor, IL
7 Acre, 50,000 square foot retail strip mall -- To be completed in the
Spring, 2008

600 N. Dearborn, Chicago, IL
21 floors multi-use building with first floor commercial, six floors parking
and fourteen floors residential condominiums

630 N. State, Chicago, IL
25 floors multi-use building with first and second floor commercial and
medical, seven floors parking and sixteen floors residential condominiums

21 W. Chestnut, Chicago, IL
20 floors multi-use building with first floor health club and parking, five
floors parking and fourteen floors residential condominium

340 W. Superior, Chicago, IL
18 floors multi-use building with first floor commercial, five floors parking
and fourteen floors residential condominiums

910 W. Madison, Chicago, IL
12 floors multi-use building with first floor commercial, two floors parking
and nine floors residential condominium

920 W. Madison, Chicago, IL
21 floors multi-use building with first floor commercial, two floors parking
and nine floors residential condominium

North Riverside Park Mall, North Riverside, IL
2nd floor 14 screen theater and food court. Project completed in 14 weeks.

One Schaumburg Place (currently Streets of Woodfield), Schaumburg, IL
2nd floor 9 screen theater and food court. Project completed in 14 weeks.

ROBERT E. LOGGIAN
1232 Janas Ln.
Lemont ,Ill. 60439
312 804 1129

Education;

Graduated from Ill. Inst. Tech. In January of 1970 with a Degree in Civil Engineering.
Passed the state exam for Professional Engineering in June of that year.

Work History;

I have worked for the Richard Hoffman Corp. for the past twenty four years as Project Manager and Owners Rep. During those twenty four years I was project manager on manufacturing plants, librarys, movie theaters, strip shopping centers and several senior target projects. Major projects I've been involved in the past seven years are, 600 N. Dearborn, 630 N. State, 340 W. Superior, 21 W. Chestnut, 910 W. Madison, 920 W. Madison.

Started REL Consulting in 2000 and have worked with General Contractors and Developers in setting up projects from before the purchase of the real estate to the completion and the close out of these projects.

I Have Also worked with A couple of legal firms in Chicago on Construction cases and have been an expert witness one particular case.

Referances can be supplied upon request.

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL	
Role:	<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
Name:	Edward Kowalski
Title:	Superintendent
Number of years with the firm:	
5	
Number of years with experience in this capacity:	
41	
Project Type: <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	
REFERENCE #1	
Project:	PBC - Chicago Public Schools - "SIP" Program - Package 15 [Chicago, IL]
Agency/Firm Name:	Public Building Commission (PBC)
Title:	Paul Spieles Chief Development Officer
Phone:	312.744.9667
Email Address:	paul.spieles@cityofchicago.org
REFERENCE #2	
Project:	Malcolm X College Demolition [Chicago, IL]
Agency/Firm Name:	Public Building Commission (PBC)
Title:	Ray Giderof, Director of Construction
Phone:	312.744.8310
Email Address:	rgiderof@cityofchicago.org

PLEASE ATTACH RESUME

EDWARD KOWALSKI *Superintendent*

As Superintendent at Old Veteran Construction, Inc., Mr. Kowalski oversees projects from the bidding phase to the final completion of construction projects.

Mr. Kowalski's responsibilities include, but are not limited to, the following.

- Review and convey understanding of drawings, specifications and scope of work the subcontractors, field personnel and client on project(s) assigned
- Properly plan field activities, prior to project commencement, in accordance with schedule and budget established by Project Manager
- Review, prepare and obtain necessary permits needed before commencement of project activities
- Participate in approval process of all RFI's, change orders and construction drawings with Project Manager
- Properly coordinate, maintain and interact with Project Manager to insure that project schedule is met and that communication is kept open with all subcontractors, field personnel and client on project(s) assigned
- Complete and submit Project Daily Reports to client and home office on a daily basis to conform with project requirements
- Execute / insure compliance of all company policies, QA/QC and Safety Plans prepared by Old Veteran Construction, Inc.
- Maintain a professional attitude at all times with customers, subcontractors and all field personnel associated with project(s)
- Conduct on-site safety meetings



OLD VETERAN CONSTRUCTION
10942 S. Halsted
Chicago, IL 60628

Phone: 773-821-9900
Fax: 773-821-9911

Old Veteran Construction, Inc. – Chicago, IL
February 2013 - Present
Superintendent

- **PBC – Malcolm X College Demolition – Chicago, IL**
Superintendent
Single phase procurement, complete demolition a 427,000 sq. ft. building - Design / Build Services for the Demolition of Malcolm X College - Chicago, IL. Project Value: \$9,600,000.00
- **Forest Preserves of Cook County – Camp Reinberg Development – Palatine, IL**
Superintendent
Construction of several two-bedroom cabins which accommodate up to 10 people with air conditioning and a private bathroom with a shower. Smaller cabins accommodate up to eight people who have access to modern toilet and shower facilities. Camp Reinberg also has spots for small RV's, mulch tent pad sites and a large dining hall with two community kitchens.
Project Value: \$4,506,211.00
- **PBC-Chicago Public Schools, School Investment Program [SIP] – [Lavizzo & Mt. Vernon Elementary Schools] – Chicago, IL**
Superintendent
Package #15 (6 Schools Total in Package) – Multiple Design-Build Renovation projects for the Chicago Public Schools as part of the 2013 School Investment Program 'Sip'. The 2013 School Investment Program includes renovations, enhancements and capital investments for more than 100 school facilities. Multiple schools were assigned to select Design-Build Entities. The objective of the program is to ensure that learning environments are enhanced by the addition of libraries; upgrades to lunchrooms and food service; improved ADA accessibility; classroom air-conditioning; upgraded interiors including as floors, ceilings, and fresh paint; and upgraded electrical systems and envelope repairs. Complete the work by August 12, 2013. Total Project Value: \$12,000,000.00
- **Chicago Housing Authority (CHA) – Task Order No. 53 – Chicago, IL**
Superintendent
Life Safety Improvements at Elizabeth Woods Apartments (1845 N. Larrabee St.). Project Value: \$1,149,800.00

Friedler Construction – Chicago, IL
April 2012 – February - 2013
Superintendent

- **Chicago Public Schools – Chicago, IL**
Several Chicago Public School Remodeling Projects - Responsible for written and verbal daily reports and scheduling.

Tyler Lane Construction – Chicago, IL
May 2011 – August 2011
Superintendent

F.H. Paschen / S.N. Nielsen Construction Company – Chicago, IL
2004 - 2010
Superintendent

- **Multi-Site Construction Projects**
Supervisor
Supervised all Subcontractors, day-to-day operation of multiple job sites, progress reports and written daily logs.



G.F. Structures Construction Company – Huntley, IL

2001 - 2004

Superintendent

➤ Multiple Construction Projects

Supervisor

Supervised all Subcontractors, written and verbal daily progress reports.

G&Q Interiors – Orland Park, IL

1977 - 2001

Superintendent

➤ Commercial and Industrial Renovations

Project Superintendent / Carpenter

M. Gibbons Construction Company – Schaumburg, IL

1988 – 1997

Journeyman / Field Carpenter

M&M Contractors

1985 - 1998

Journeyman / Field Carpenter

CERTIFICATIONS

- 30-Hour OSHA Certified
- CPR/First Aid Certified



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Chicago, IL 60628

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FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<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		
Name:	TBD		
Title:	TBD		
Number of years with the firm:			TBD
Number of years with experience in this capacity:			TBD
Project Type: <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i> TBD			
<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 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			
REFERENCE #1			
Project:		TBD	
Agency/Firm Name:		Title:	
Phone:		Email Address:	
REFERENCE #2			
Project:		TBE	
Agency/Firm Name:		Title:	
Phone:		Email Address:	
PLEASE ATTACH RESUME			

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<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		
Name:	Thomas Moran		
Title:	Site Safety Health Officer / Safety Manager		
Number of years with the firm:			7 Months
Number of years with experience in this capacity:			18
Project Type: <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			
REFERENCE #1			
Project:	PBC - D/B, Modernization of Richard J. Daley Manufacturing Center [Chicago, IL]		
Agency/Firm Name:	Public Building Commission (PBC)	Title:	Ray Giderof, Director of Construction
Phone:	312.744.8310	Email Address:	rgiderof@cityofchicago.org
REFERENCE #2			
Project:	- Please see attached resume for additional references. -		
Agency/Firm Name:		Title:	
Phone:		Email Address:	
PLEASE ATTACH RESUME			

THOMAS MORAN, JR.
Site Safety Health Officer [SSHO]

Mr. Moran has extensive experience in managing the safety and health aspects of many large scale, high risk projects ranging from heavy civil to power generating stations. Mr. Moran also has widespread experience with monitoring safety of drilled shafts, concrete work, steel erection, and demolition processes.

Mr. Moran has a recognized ability to assess all safety parameters in diverse and challenging situations, has excellent interpersonal skills and is highly motivated to help others work safely, without incident. He is well established in mentoring and motivating employees to deliver superior safety performance.

Mr. Moran's responsibilities include, but are not limited, to:

- Interpret, adhere, and improve project schedules and execute according to plan for assigned projects from pre-construction / bid phase to project close-out.
- Conduct Inspections for compliance to quality standards throughout the construction process.
- Complete and submit Project Daily Reports to client and home office on a regular basis to conform with project requirements.
- Execute / ensure compliance of all company policies, QA / QC and Safety Plans prepare by Old Veteran Construction, Inc.
- Identify and track any deficiencies on the jobsite.
- Coordinate the preparation of, establish, and compose site specific Quality Plans; review and approve quality-related procedures associated with the projects to ensure compliance with the Project Quality Control Program / Plan.
- Review, interpret, and enforce contract procedures, standards, and safety codes.
- Effectively communicate project progress, issues and status to management as required.
- Manage risks and establish project recovery plans when required. Resolve disputes with minimal need for escalation. Conduct voluntary audits and authorize resolutions. Identify deficiencies, initiate documented action, and verify implementation of solutions to the non-conforming actions / conditions.
- Oversee project construction for compliance with specifications, local codes and installation techniques.
- Oversee any emergency response at the project site.
- Plans and designs safety strategy for project.



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Chicago, IL 60628

Phone: 773-821-9900
Fax: 773-821-9911

OLD VETERAN CONSTRUCTION, INC. – CHICAGO, IL
Site Safety Health Officer [SSHO]
March 2018 – Present

➤ **Modernization of Richard J. Daley Advanced Manufacturing Center – Chicago, IL**
SSHO

Design-Build and construction for the modernization of City Colleges of Chicago, Richard J. Daley College (Daley College) Advanced Manufacturing Center (AMC). The 105,000 square foot Daley Advanced Manufacturing center is designed with input from City Colleges' College to Careers faculty and industry partners to replace several temporary structures that have housed the manufacturing program for decades. The addition also includes a 30,000 square foot bridge that straddles 76th street, linking the main Daley College building with the new manufacturing center so that students can easily access a central one stop shop for student services, including tutors, advisors, registration, testing, disability access, wellness, and other supports. Project Value: \$38,200,000.00

Walsh Construction – Chicago, IL
Aug. 2011 – Aug. 2018
Safety Manager

Led safety and health efforts simultaneously on multiple large Scale heavy civil construction projects including. but not limited to, the following:

Project(s):

- Congress Bascule Bridge – Project Value: \$34,000,000.00
- Cannelton Hydroelectric – Project Value: \$200,000,000.00
- Metra Union Pacific North Line – Project Value: \$67,000,000.00
- Wells Street Bascule Bridge – Project Value: \$43,000,000.00
- Chicago River Walk LaSalle to State – Project Value: \$44,000,000.00
- Fullerton Shore Line Protection – Project Value: \$32,000,000.00
- Chicago River Walk LaSalle to Lake – Project Value: \$53,000,000.00
- Wilson CTA Redline – Project Value: \$146,000,000.00
- Northwestern Ryan Athletic Center – Project Value: \$180,000,000.00

AWARDS

- Metra Union Pacific - 2014 Accident Free Project
- Wells Street Bridge - 2013 Accident Free Project
- Hines VA. Earth Retention - 2016 Accident Free Project

Cement Masons Local 502 - Bellwood, IL
2000 – 2011

Various Contractors
2000 – 2008

Burling Builders – Chicago, IL
2008

Supervised Concrete and safety for a 13 story Midrise (The Grandville). Lead daily meetings with crews and created work plans with multiple trades. Tracked time and managed overtime on concrete pours.



Lively Concrete - Elk Grove Village, IL

2009 - 2011

Supervised Concrete productions and safety. Helped develop daily task hazard analysis and lead daily pre-shift meetings.

CERTIFICATIONS

Chicago Land Construction Safety Council

- OSHA 510 Occupational Safety and Health Standards for Construction
- OSHA 500 Trainer Course in OSHA
- Standards for Construction
- Site Safety Coordinator Certification (130 Hours)

American Society of Safety Engineers

CHST Exam Preparation Workshop

American Concrete Institute

Certified Flat Work Finisher

American Heart

CPR Instructor

Wilbur Wright College

- CPR/First Aid Certified
- EMT/B

OSHA 500 - Authorized Outreach Trainer



OLD VETERAN CONSTRUCTION
10942 S. Halsted
Chicago, IL 60628

Phone: 773-821-9900
Fax: 773-821-9911

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<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		
Name:	ValJean (Johnny) Bouche		
Title:	QA/QCM		
Number of years with the firm:			1
Number of years with experience in this capacity:			19
Project Type: <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			
REFERENCE #1			
Project:	PBC - D/B, Modernization of Richard J. Daley Manufacturing Center [Chicago, IL]		
Agency/Firm Name:	Public Building Commission	Title:	Ray Giderof, Director of Construction
Phone:	312. 744.9667	Email Address:	rgiderof@cityofchicago.org
REFERENCE #2			
Project:	- Please see attached resume for additional References. -		
Agency/Firm Name:		Title:	
Phone:		Email Address:	
PLEASE ATTACH RESUME			

ValJean Bouché

Construction Manager

1530 S State St. Unit 15-0
Chicago, IL 60605
Cell: 312-860-9097
Email: vjbouche@gmail.com

PROFILE

Valjean is a construction management professional with 18 years of expertise in all facets of the construction industry. Well versed in Quality Control Procedures and Govt. document preparation and implementation. Educated in building code and regulations, material purchasing, site management, Govt. specifications and references. Very successful in coordinating trades, and building positive rapport with architects, Corps of engineers, vendors, and clients while maintaining costs and scheduled timelines.

KEY ACCOMPLISHMENTS

Worked as Quality Control Engineer/Manager for the biggest project in United States history. The City Center of Las Vegas, NV, at \$12 billion dollars. Also partook in building many Army, Navy and Air Force projects for the safe return of our soldiers.

EXPERIENCE

McKissack and McKissack

July 2014 – Present @ Chicago, IL

Malcolm X Colleges – McCormick Place Marriott Hotel / Win trust Arena - MPEA

Senior Quality Control Quality Assurance Manager/ Superintendent

Quality Control Manager overseeing all quality control responsibilities and verification of all installed work against contract documents and submittals. Performed inspections of all facets of construction and distribute deficiencies recorded from everyday inspections thru completion. Was assigned superintendent duties for the remainder of the project. Worked with Marriott, MPEA, Jacobs and City College inspectors for installation verification.

Accel Construction Services

April 2013 – July 2014 @ Homewood Army Reserve Center

United States Army Corps of Engineers

Senior Quality Control Manager

Senior QC Manager for Accel Construction of Chicago overseeing four-second tier inspectors. \$14 million Vietnam Veteran Memorial Army Reserve Center in Homewood, Illinois. Assistant to the PM/Owner and liaison for the US Army Corps of Engineers. Perform and delegate inspection duties and material installation verification. Work close with the QA representative to prevent deficiencies as the project progresses daily by carefully inspecting features of work being performed and installed. Review contract drawings, Govt. Specifications, shop drawings and submittals in compliance to the contract requirements. Continuously record daily events and actions in RMS/QCS program. Perform three phase meetings and oversee all Quality Control matters for the Project.

Satterfield & Pontikes Construction

March 2012 – April 2013 @ San Antonio, TX Lackland AFB

United States Army Corps of Engineers

Quality Control Manager

QC Manager overseeing and training four Quality Control Alternates and one SSHO. \$48 million five-story dormitory on Lackland Air force base. Liaison for the US Army Corps of Engineers. Perform and delegate inspection duties and material installation verification. Work close with the QA representative to prevent deficiencies as the project progresses daily by carefully inspecting features of work being performed and installed. Review contract drawings, Govt. Specifications, shop drawings and submittals for verification and compliance to the contract requirements. Continuously record daily events and actions in RMS/QCS program. Perform three phase meetings with subs and oversee all Quality Control matters for the Project.

Atlantic Marine Construction Co Inc.

Sept 2011 – March 2012 @ Fort Hood , TX

United States Army Corps of Engineers

Quality Control Systems Manager / Ass PM / SSHO

QC Manager overseeing and training one assistant QC alternate. Site Safety Health Officer. Performed PM duties, as the actual PM was located in a different city. \$11Million child development center on Fort Hood Army Base. Perform and delegate inspection duties and material installation verification. Work close with the QA representative to prevent deficiencies as the project progresses daily by carefully inspecting features of work being performed and installed. Review contract drawings, Govt. Specifications, shop drawings and submittals for verification and compliance to the contract requirements. Continuously record daily events and actions in RMS/QCS program. Perform three phase meetings with subs and oversee all Quality Control matters for the Project.

LEETEX /Hill and Wilkinson

Nov 2010 – Sept 2011 @ Dallas, TX

NAVFAC –Meridian, MS / DPW Fort Hood, TX

Quality Control Systems Manager / Ass PM / SSHO

QC Manager and SSHO overseeing and training one QC Alternate for a child development center in Meridian MS. and a communications building on Fort Hood. Acted as liaison with NAVFAC, DPW and USACE on both projects. Performed all QC and Safety Duties following the contract requirements. Worked closely with all subcontractors and superintendents and explained the intent of the QC program to further increase the quality of all projects.

ValJean Bouché

Construction Manager

1530 S State St. Unit 15-0
Chicago, IL 60605
Cell: 312-860-9097
Email: vjbouche@gmail.com

Mapco-Inc
Nov 2003 – Nov 2005 @ San Antonio, TX
Engineers

Jan 2010 – Oct 2010 and
United States Army Corps of

Quality Control Manager / Assistant PM/ SSHO

QC Manager and SSHO for Mapco on multiple jobs. \$19 Million Fire training facility school in San Angelo. \$11 Million Fire station on Lackland Air force Base and miscellaneous structures throughout Lackland and Fort Sam Houston. Perform and delegate inspection duties and material installation verification. Work close with the QA representatives to prevent deficiencies as the projects progressed daily by carefully inspecting features of work being performed and installed. Review contract drawings, Govt. Specifications, shop drawings and submittals for verification and compliance to the contract requirements. Continuously record daily events and actions in RMS/QCS program. Perform three phase meetings and oversee all Quality Control matters for the Project.

Perini Building Company

June 2008 – Jan 2010 @ Las Vegas, NV

Las Vegas City Center MGM / Dubai World

Quality Control Engineer II / Manager

Quality Control engineer promoted to Quality Control Manager overseeing 11 Quality Control engineers. Delegate assignments and projects to alternate QC's to verify installed work against contract documents and submittals. Performed water intrusion remediation's and inspections, and create and distribute deficiencies recorded from everyday inspections thru completion. Worked with MGM and Dubai inspectors for installation verification.

Parsons / TPG + Parsons

Oct 2006 – June 2008 @ Houston & Fort Worth, TX

Central Library/ Tarrant County College

Project Engineer / Assistant PM / Technical Field Engineer / Owners Rep

Performed all aspects of Quality Control management duties including but not limited to field inspections for compliance with Local codes and regulations. Contract review and coordination with subs and Vendors. Manage quality control department for General Contractor.

Constructors and Associates

June 2006 – Oct 2006 @ Houston, TX

Marathon Oil Co. / Trans Ocean Oil

Quality Control Manager/Project Engineer

Quality Control Engineer for Constructors and Associates. Duties were to complete all required paperwork and make periodic inspections on various construction features of work. Also performed value engineering for additional projects in progress and initiated coordination meetings with subcontractors. Other duties were buyouts, training of assistant superintendent, liaison for subs and owners.

MASTEC Underground Utilities

Nov 2005 – June 2006 @ Austin, TX

Assistant Estimator

Assistant Estimator and assistant field rep for Mastec. Worked closely with the Chief estimator and assisted in subcontractor contracts, walking potential jobs for estimation and proposals purposes. Learned to use and maintain the ACAS program and bid documentation. Aided and performed quantity take-offs for bid projects.

Vista-Con

May 2003 – Oct –2003 @ San Antonio, TX

U.S. Army Corps of Engineers

Quality Control Alternate

Quality Control Alternate with Vista-con. Worked closely with the QCM and learned the requirements by USACE standards. Learned and implemented Em-385-1-1 handbook standards along with the safety regulations needed by USACE and OSHA standards.

Bouché Electrical Contractors

June –1997 –Feb 2003 @ El Paso, TX

Misc. Home Builders

Assistant to Owner

Worked for Bouché Electric as an apprentice and assistant superintendent. Learned all requirements to be QC and Superintendent.

ValJean Bouché
Construction Manager

1530 S State St. Unit 15-0
Chicago, IL 60605
Cell: 312-860-9097
Email: vjbouche@gmail.com

CERTIFICATIONS

IBC 2009, PMP, US Army COE Certification, RMS/QCS,
OSHA 10 + 30 Hour, Lock Out / Tag Out, Confined Space, First aid / CPR, ECATTS

EDUCATION

International Code Council Commercial Building Inspector –IBC 2009 Certified
PMP Certification @ University of Boston (Online course)

REFERENCES

Upon Request

Val Jean Bouché
1530 S State St. Unit 15-O
Chicago, IL 60605
Cell: 312-860-9097
Email: vjbouche@gmail.com
Construction Manager

Projects List

- McCormick Place Hotel/Event Center**
Type New Construction City of Chicago
\$655 Million
Owner: MPEA
- X Health Sciences College**
Type New Construction City of Chicago
\$244 Million
Owner: CCC
- Home Wood Army Reserve Center**
Type New and Renovation Construction
Govt.
\$14 Million
Owner: USACE
- ATC Dormitory # 3 Lackland AFB, TX**
Type New Construction Govt.
\$45 Million
Owner: USACE
- Task Order # 03 Child Development Center
Ft Hood, TX**
Type New Construction Govt.
\$7.5 Million
Owner: USACE
- Bldg 422 Communications Bldg remodel Ft
Hood, TX**
Type Remodel
\$9 Million
Owner: DPW / USACE
- Child Development Center NAS**
Meridian, MS
Type: Ground Up
\$5 Million
Owner: NAVFAC
- BLDG 1395 Activity Center Fort Sam
Houston,**
NCO building to Recreational Building with
the theme of
Dave n Busters.
Type: Renovation Govt.
\$5 Million
Owner: US Army Corps of Engineers
- City Center of Las Vegas, NV**
A small city consisting of 8 high-rise
buildings, 1 fire Station, 1 Tramway, 1
theater, 4 multi-level parking garages,
high-end shopping mall and a 5-story
- Tarrant County College of Fort Worth, TX**
Community College stretching across a river
with a double-decker pedestrian bridge.
Type: New Construction Govt.
\$400 million
Owner: Tarrant County School Board
- Central Library of Houston, TX**
Midrise library building in central Houston
consisting of 8 floors.
Type: Renovation Govt.
\$18 Million
Owner: City of Houston
- Trans Ocean Oil Company Houston, TX**
High-rise office building consisting of 18
Floors.
Type: Renovation Private
\$8 Million
Owner: Trans Ocean Oil
- Marathon Oil Company**
Houston, TX
High-rise building consisting of 41 floors. Only
3 floors to be remodeled.
Type: Renovation Private
\$1.2 Million
Owner: Marathon Oil Company
- Various Fire Stations Lackland AFB**
San Antonio, TX
Type: New Construction Govt.
\$ 42 Million for all
Owner: US Army Corps of Engineers
- Fire training classroom facility with thirteen
classrooms**
Good Fellow AFB San Angelo, TX
and one Auditorium.
Type: New Construction Govt.
\$4 Million
Owner: US Army Corps of Engineers
- Officers Headquarters Camp Bullis AFB,**
San Antonio, TX
Type: New Construction Govt.
\$12 Million
Owner: US Army Corps of Engineers

convention center.
Type: New Construction Private Contract
\$12 Billion
Owner: MGM / Dubai World

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 Asha Davila, as President
Name Title

and on behalf of Davila-OVC JV
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Davila-OVC JV		
Address:	10958 S. Halsted St.		
City/State/Zip:	Chicago, IL 60628		
Telephone:	773.556.7767	Facsimile:	773.821.9911
FEIN:	81-4580176	SSN:	
Email:	asha@davilagc.com		
Nature of Transaction:			
<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 checked="" 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

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60628	
Telephone:	773.556.6676	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Asha Davila	President, Davila General Contracting, Inc.	
Jose Maldonado	President, Old Veteran Construction, Inc.	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Asha Davila	10958 S. Halsted St. Chicago, IL 60628	51%
Jose Maldonado	10942 S. Halsted St. Chicago, IL 60628	49%
		%
LLC's only, indicate Management Type and Name: N/A		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: N/A
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input 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	N/A	N/A %
		%
		%
		%
		%

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.	N/A <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	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. 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-rigging² 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-rotating⁴ 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

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 subcontract 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

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

Asha Davila

Name of Authorized Officer (Print or Type)

President

Title

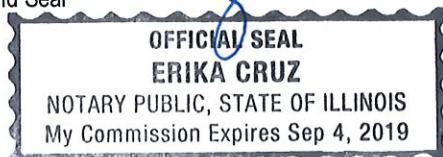
775.556.7767

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 19 day of Oct., 2018 by
Asha Davila (Name) as President (Title) of
Davila-CVC JV (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal



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 Asha Davila, as Owner / President
Name Title

and on behalf of Davila General Contracting, Inc.
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Davila General Contracting, Inc.		
Address:	10958 S. Halsted Street		
City/State/Zip:	Chicago, IL 60628		
Telephone:	773.556.7767	Facsimile:	773.821.9911
FEIN:	46-3321438	SSN:	N/A
Email:	asha@davilagc.com		
Nature of Transaction:			
<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

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60628	
Telephone:	773.556.7767	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Asha Davila	Owner / President	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Asha Davila	10958 S. Halsted St. Chicago, IL 60628	100 %
		%
		%
LLC's only, indicate Management Type and Name: N/A		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: N/A
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input 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 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
N/A	N/A	N/A %
		%
		%
		%
		%

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)	
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	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-rigging² 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-rotating⁴ 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

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.

FORM C – DISCLOSURE AFFIDAVIT

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

Asha Dvaila

Name of Authorized Officer (Print or Type)

Owner / President

Title

775.556.7767

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 15 day of Oct., 20 18 by
Asha Dvaila (Name) as President (Title) of
Davila Contracting, Inc. (Bidder/Proposer/Respondent or Contractor)

Notary Public Signature and Seal



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 Jose Maldonado, as Owner/President
Name Title

and on behalf of Old Veteran Construction, Inc. (OVC, Inc.)
 ("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

RESPONDENT			
Name of Firm:	Old Veteran Construction, Inc. (OVC, Inc.)		
Address:	10942 S. Halsted Street		
City/State/Zip:	Chicago, IL 60628		
Telephone:	773.821.9900	Facsimile:	773.821.9911
FEIN:	36-3869999	SSN:	N/A
Email:	jose.m@ovcchicago.com		
Nature of Transaction:			
<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

State of Incorporation or Organization:		Illinois
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:	Chicago, IL 60628	
Telephone:	773.821.9900	
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Jose Maldonado	Owner / President	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
Jose Maldonado	10942 S. Halsted St. Chicago, IL 60628	100 %
		%
		%
LLC's only, indicate Management Type and Name: - N/A		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: N/A
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input 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 - 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
N/A	N/A	N/A %
		%
		%
		%
		%

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.	N/A <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	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-rigging² 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-rotating⁴ 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

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.

FORM C – DISCLOSURE AFFIDAVIT

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
Jose Maldonado

Name of Authorized Officer (Print or Type)
Owner / President

Title
773.821.9900

Telephone Number

State of Illinois
County of Cook

Signed and sworn to before me on this 19 day of October, 2018 by
Jose Maldonado (Name) as President (Title) of
Cid Veteran Construction Inc (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 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 <u> N/A </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 type="checkbox"/>	<input checked="" 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 :

DAVILA GENERAL CONTRACTING INC
10958 S HALSTED
CHICAGO IL 60628

LICENSE CLASS: (D) \$2,000,000 PROJECT CEILING



LICENSE NUMBER: TGC068920

CERTIFICATE NUMBER: GC068920-5

FEE: \$ 500

DATE ISSUED: 02/01/2018

DATE EXPIRES: 12/31/2018

THIS LICENSE IS NON-TRANSFERABLE

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

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: **OLD VETERAN CONSTRUCTION, INC**
DBA AT: **OLD VETERAN CONSTRUCTION**
10942 S. HALSTED ST.
CHICAGO, IL 60628

PRINTED ON:
08/15/2017

LICENSE NO: **2204700**
LICENSE: **Regulated Business License**
Includes: **Home Repair;**

CODE **4404**

FEE **\$****250.00**

PRESIDENT: **JOSE MALDONADO**
SECRETARY: **JOSE MALDONADO**

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 **SEPTEMBER, 2017**

ATTEST EXPIRATION DATE **September 15, 2019**



Rabun Emanuel
MAYOR

Anna M. Valencia
CITY CLERK

ACCOUNT NO **35042** SITE **2**
TRANS NO



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

**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 :

OLD VETERAN CONSTRUCTION, INC.
10942 S. HALSTED STREET
CHICAGO IL 60628-

LICENSE CLASS: (A) ALL PROJECTS - NO RESTRICTIONS



LICENSE NUMBER: TGC04386

CERTIFICATE NUMBER: GC04386-15

FEE: \$ 2000

DATE ISSUED: 04/23/2018

DATE EXPIRES: 05/06/2019

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

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	09.25.18
02	10.11.18
03	10.12.18

FORM I – PROPOSED ADJUSTMENT FACTORS

FORM J: PROPOSED ADJUSTMENT FACTORS – TIER 1

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 Equal to or Less than \$300,000.00, Normal Working Hours	1 . 0 9 0 0	.50	0 . 5 4 5 0
2.	For Projects Equal to or Less than \$300,000.00, Other than Normal Working Hours	1 . 1 2 0 0	.30	0 . 3 3 6 0
3.	Non Pre-priced: For Non Pre-priced Work	1 . 1 0 0 0	.20	0 . 2 2 0 0
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			1 . 1 0 1 0

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
Award Criteria Figure \$		N/A

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

3. Community Hiring Bonuses

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

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

Definitions

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

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

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

4. Liquidated Damages

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

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

- 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:

- The classification "White" includes person of Indo-European descent.
- The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- 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

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

Lori Ann Lypton, Secretary

Mayor Rahm Emmanuel, Chairman

CONTRACTING PARTY

Davila General Contracting, Inc.

10958 S. Halsted Street | Chicago, IL 60628

Contractor Name

Address

IF A CORPORATION:

Name: Davila General Contracting, Inc.

Title: President

Signature: Asha Davila

ATTEST BY: Asha Davila

Asha Davila 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.

Erika Cruz (SEAL) Notary Public Signature

Commission Expires: 4-4-19



APPROVED AS TO FORM AND LEGALITY

Anne L. Zedd Date: 3-21-2019 Neal & Leroy, LLC

FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Asha Davila, being first duly sworn, deposes and says that:

- (1) He/She is Partner of JV (Owner, Partner, Officer, Representative or Agent) of Davila-OVC JV 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) Asha Davila

Partner of JV, President of Davila General Contracting, Inc.

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

Erika Cruz
9-4-19

(Title)
My Commission expires:



FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

Jose Maldonado, being first duly sworn, deposes and says that:

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

(Signed) Jose Maldonado

Owner / President

(Title)

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

(Title)

My Commission expires:



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 Davila-OVC JV
- B. Address of joint venture 10958 S. Halsted Street
Chicago, IL 60628
- C. Phone number of joint venture 773.556.7767
- D. Identify the firms that comprise the joint venture
Davila General Contracting, Inc.
Old Veteran Construction, Inc.
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.)
Davila General Contracting, Inc. is a MBE/WBE GC with the City of Chicago (See JV Agreement for clearly defined portion of work.) and is Lead Partner of JV
Old Veteran Construction, Inc. is a GC and JV partner, MBE certified with CMS (See JV Agreement for details)
2. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.
Davila General Contracting, Inc. is a 5 yr. old M/WBE GC with General Contracting and J.O.C. Experience
Old Veteran Construction, Inc. has over 30 years GC and J.O.C. Contracting Experience and is MBE Certified with CMS
- E. Nature of joint venture's business
Provider of General Contracting and J.O.C. Services
- F. Provide a copy of the joint venture agreement. - Please see attached JV Agreement for Davila-OVC JV
- G. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? 51 %
- H. Specify as to:
1. Profit and loss sharing Please See JV Agreement %
2. Capital contributions, including equipment Please See JV Agreement %
3. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.
Please See JV Agreement

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 Both Partners of JV

2. Management decisions such as:

a. Estimating Majority provided by Old Veteran Construction, Inc.

b. Marketing and Sales Equal between both partners.

c. Hiring and firing of management personnel Equal between both partners.

d. Other N/A

3. Purchasing of major items or supplies Equal between both partners.

4. Supervision of field operations Old Veteran Construction, Inc.

5. Supervision of office personnel Equal between both partners.

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 see JV Agreement for details. Cash flow to be determined.

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.

Each Partner will be responsible for needed personnel - TBD based on award.

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

Please see JV 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.

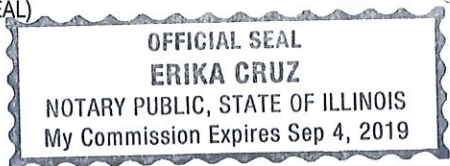
Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the General contractor if the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

Davila General Contracting, Inc.
Name of Joint Venturer
Asha Davila
Signature
Asha Davila
Name
President
Title
10.19.18
Date
State of Illinois County of Cook

On this 19th day of October, 20 18
before me appeared (Name)
Asha Davila
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)
Davila-OVC JV

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

Erika Cruz
Notary Public
Commission expires:
(SEAL)



Old Veteran Construction, Inc.
Name of Joint Venturer
Jose Maldonado
Signature
Jose Maldonado
Name
President
Title
10.19.18
Date
State of Illinois County of Cook

On this 19th day of October, 20 18
before me appeared (Name)
Jose Maldonado
to me personally known, who, being duly sworn,
did execute the foregoing affidavit, and did state
that he or she was properly authorized by
(Name of Joint Venture)
Davila-OVC JV

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

Erika Cruz
Notary Public
Commission expires:
(SEAL)



JOINT VENTURE AGREEMENT

PUBLIC BUILDING COMMISSION OF CHICAGO **REQUEST FOR PROPOSAL (RFP)** **JOB ORDER CONTRACTING SERVICES – PS3012**

This Joint Venture Agreement made and entered into as of the 19th day of October 2018, by and between **Davila General Contracting Inc.** and **Old Veteran Construction, Inc. (OVC)**, agree as follows:

WHEREAS, the Partners will start a business entity named **DAVILA – OVC JV**, for the specific purpose of engaging in the construction and construction management of the **Public Building Commission of Chicago (PBC), Request for Proposal (RFP) for Job Order Contracting Services – PS3012**. It is the intent of the parties that **Davila General Contracting Inc.** and **OVC** will work together on the contracting as well as other potential construction-related matters as agreed upon by both **Davila General Contracting** and **OVC** under the joint venture of **DAVILA – OVC JV**.

WHEREAS, the parties desire to form a Joint Venture, pursuant to Illinois law, and desire to set forth the rights of each of them in and to said joint venture.

NOW THEREFORE, in consideration of the premises and the mutual promises of the parties and of other good and valuable consideration, it is mutually agreed as follows:

ARTICLE I

The preambles are expressly made part of this Agreement, and the parties hereto form a Joint Venture Partnership carried on under the name **DAVILA – OVC JV**.

ARTICLE II

The Joint Venture Partnership has been formed for the purpose of engaging in construction projects as agreed by both **Davila General Contracting Inc** and **OVC**, specifically for **PBC RFP, Job Order Contracting Services – PS3012**. The Joint Venture Partnership shall not engage in any other business or activity, but may engage in any and all activity that may be necessary, incidental, desirable or convenient to carry out said purpose.

ARTICLE III

The principal office of the Joint Venture Partnership shall be located at **10958 S Halsted St. Chicago, IL 60628** or such other place as shall be agreed upon by the Joint Venture Partnership from time to time.

ARTICLE IV

The names and addresses of the Joint Venture Partners are as follows:

Asha Davila
Davila General Contracting, Inc.
10958 S. Halsted St.
Chicago, Illinois 60628
(773) 556.7767

Jose Maldonado
Old Veteran Construction Inc.
10942 S Halsted St.
Chicago, IL 60628
(773) 821.9900

In the event one Joint Venture Partner must notify another Joint Venture Partner pursuant to this Joint Venture Agreement, a certified copy of such notification shall go to the above addresses as well as the following:

If to **Davila General Contracting Inc.:**

ATTORNEY'S NAME: Edward Anderson, Chuck Bretz & Associates, P.C.
ADDRESS: 58 N Chicago St., 2nd Fl, Joliet IL 60432
PHONE NO.: 815.740.1545

If to **Old Veteran Construction, Inc.:**

ATTORNEY'S NAME: Edward Anderson, Chuck Bretz & Associates, P.C.
ADDRESS: 58 N Chicago St., 2nd Fl, Joliet IL 60432
PHONE NO.: 815.740.1545

ARTICLE V

Each of the Partners shall contribute to the initial capital of the Joint Venture Partnership in such amounts as agreed by the parties, and his or her respective interest in the Joint Venture Partnership as follows:

Davila General Contracting Inc.	51%
Old Veteran Construction Inc.	49%

In addition to the above startup capital, the Partners will contribute the following assets:

Davila General Contracting Inc.:	\$1,275.00
Old Veteran Construction:	\$1,225.00

The Joint Venture shall open up a bank account at Fifth Third Bank. This account shall require the signature of all participants of the Joint Venture, namely **Davila** and **OVC**, for withdrawal purposes. All payments due the Joint Venture for performance on this contract will be deposited into the JV account. All expenses incurred under the contract shall be paid from this account as well.

In addition to the aforementioned startup capital, said JV will identify the resources that each Partner will contribute toward the completion of the Construction Contract, including but not limited to itemizing all major equipment, facilities and machinery and other resources to be furnished by each party to the joint venture, with a detailed schedule of cost or value of each as

well as other resources and/or inventory from each Partner. Said JV will also specify the responsibilities of the each Partner with regard to the contract performance, source of labor and negotiation of the contract.

Said JV, will specify any rental agreements for equipment needed to complete the Construction Project and attach a copy of any such rental agreements.

Said JV, will identify specific technical and management assistance not evidenced within the Joint Venture Partners that will be needed to complete the Construction Project.

Said JV, will identify the degree of sub-contracting that will be needed to complete the Construction Project.

Said JV, will identify the labor resources needed from each Partner in order to complete the Construction Project, including but not limited to identifying each person with managerial and supervisory responsibilities.

ARTICLE VI

The net profits, losses and all liabilities shall be shared by the Partners, in accordance with their respective Interests.

ARTICLE VII

The Partners recognize that the income produced by the Joint Venture Partnership may, from time to time, be insufficient to properly manage the construction projects. If the Partners

determine that such additional funds are required, the additional funds shall be contributed by the Partners, when and as needed, in proportion to their respective Interests, said determination to be expressly evidenced by the written consent of the majority of the Partners.

If any Partner, after a written consent of the majority is had, is delinquent by reason of being unable or unwilling to contribute any or all of his proportionate share of such additional funds and, therefore, is deficient with respect to the call for additional funds, then the remaining Partners who are able and willing to do so may contribute in excess of their respective proportionate shares, in such amounts as they may agree among themselves or, in the absence of agreement, then in proportion to their respective interest. A delinquent Partner shall be temporarily relieved of his liability to pay his proportionate share of a call for additional funds only if, and to the extent, the amount of such delinquent Partner's required contribution has been contributed by other Partners. Any deficiency remaining shall be promptly paid by the delinquent Partner. In the event a deficiency remains for a period of fourteen (14) days, the contributing Partners may then pay for the delinquent Partner's share, and the contributing Partner's interest in the Partnership ownership will increase in a proportionate share.

ARTICLE VIII

The procedure for the operation of the Partnership shall be as follows:

1. The general affairs and overall supervision of the **Davila – OVC JV** shall be handled by both Partners. The Joint Venture shall provide insurance for the completion of the Construction Project. As such, the Joint Venture shall be responsible for obtaining, securing and maintaining all required indemnity and surety bonds or any other documents, certificates, etc. required so that the Joint Venture can properly carry out and complete the Construction Project.
2. Both Joint Venture Partners – shall participate as Managing Members for the day to day operation and responsibilities of the contract. The Day-to-Day Managing Members shall be responsible for the day-to-day activities of the construction projects, including the payroll functions of the Joint Venture. The Day to Day Managing Members shall be responsible for and keep all accounting and other administrative records relating to the Joint Venture. Nonetheless, final original records must be retained by the Day-to-Day Managing Members upon

completion of the contract performed by the Joint Venture. In addition, the Day-to-Day Managing Members will be responsible for the contract performance, source of labor and negotiation of the contract.

3. All other actions that the Joint Venture Partnership wishes to take, including, but not limited to, amendment of the Joint Venture Agreement, disposition or acquisition of Joint Venture assets and/or termination of the Joint Venture, shall be by approval of all of the Partners. Both Partners to the Joint Venture specifically agree that they are each individually obligated to ensure performance of the contract and to complete performance despite the withdrawal of any member. In addition, both Partners recognize the joint venture must perform the applicable percentage of work required by Owner contract.

ARTICLE IX

No Partner shall, directly or indirectly, sell, assign, pledge or otherwise transfer or encumber in any manner or by any means whatsoever, all or any part of such Partner's Interest otherwise than in accordance with the provisions of this Article, or with the written consent of the Joint Venture Partnership, nor shall any purported action be effective for any purpose.

A Partner may transfer all or any part of his Interest to any other Partner. The respective Interests of the Partnership shall be adjusted accordingly.

If any Partner (Seller) desires to sell all or a portion of its Interest in the Partnership, such Partner shall give the other Partners written notice (Sale Notice) and, if such Partner has received a written bona fide offer of purchase (Offer), shall furnish to the other Partners all of the details of such Offer, including the identity and address of the Offeror, together with true copies of the Offer and all documents relating to such offer. The remaining Partners, first jointly, next individually, shall have the right and option to (1) purchase all of such Partner's Interest which he seeks to sell (or so much of same for which a bona fide Offer was received), (2) consent to the transfer as proposed if the Partners, collectively and individually have declined to purchase pursuant to the terms and conditions of this offer, (3) cause the Joint Venture Partnership to be terminated and liquidated, or (4) refuse to consent to said transfer, in which event the Joint Venture Partnership shall continue in existence. The determination of the Joint Venture Partnership (including the vote of the seller) shall govern.

ARTICLE X

In the event that any time hereafter:

- a. There shall be filed by or against any Partner a petition in bankruptcy or similar pleading or proceeding under any law or act relating to bankruptcy and the same shall not have been withdrawn or dismissed within thirty (30) days after filing; or
- b. A receiver or trustee of all or a substantial part of a Partner's property shall be appointed and not be terminated within thirty (30) days after appointment; or

- c. An execution shall be issued against the general property of a Partner or against a Partners Interest, and shall remain unpaid, unsatisfied and unstayed pending appeal for thirty (30) days after issue; or
- d. A Partner shall make an assignment for the benefit of creditors; or
- e. A Partner shall take any action that causes, or with the passage of time will cause, dissolution of the Partnership; or
- f. Any other involuntary disposition of all or any part of a Partner' s Interest in the Partnership shall be imminent or threatened; then, in any of such events, such Partner, or such Partner' s representative, as the case may be (Seller) shall give written notice of such event (Event Notice) to the remaining Partners.

Upon the happening of any such event, the remaining Partners shall have the rights and option to: (1) purchase all or a portion of such Partner' s interest for fair value; or (2) cause the Partnership to be terminated or liquidated; or (3) waive such event.

If a Purchase Notice is given, then the price shall be the Purchase Price determined below or the Offer Price, if any, if less than the Purchase Price.

The Purchase Price shall be the fair value of all assets owned by the Partnership less any outstanding liabilities. The fair value shall be determined by an appraiser selected unanimously by the Partners or selected randomly from a list of appraisers obtained from the ADR Group of the CBA so long as said appraiser is independent of the Partners. The appraiser selected must be approved unanimously by the Partners; said approval may not be unreasonably withheld, conditioned or delayed.

The consummation of a purchase and sale (Closing) shall take place on or before the thirtieth (30th) day after the Purchase Price has been determined, or at a date mutually agreed upon by the parties.

Unless consented to in writing by the non-transferring Partners, no transfer of an Interest shall in any way alter or diminish the transferor's obligation with respect to any unpaid additional funds with respect to which there has been no allocation of an excess contribution.

ARTICLE XI

No Partner shall, without the written consent of the Joint Venture Partnership:

1. Sell, mortgage, encumber, lease, transfer, convey, or otherwise dispose of any of the assets of the Joint Venture Partnership;
2. Borrow money in the Joint Venture Partnership's name;
3. Assign, transfer, pledge, compromise or release any claim of or debt due the Joint Venture Partnership;
4. Make, execute or deliver for the Joint Venture Partnership any bond, mortgage or deed of trust or become a surety in the Joint Venture Partnership' name;
5. Confess a judgment against the Joint Venture Partnership; or
6. Make an assignment of Joint Venture Partnership assets or property for the benefit of creditors.

ARTICLE XII

The sale or transfer of an Interest, the happening of any event referred to above giving rise to an option to purchase a Partner's interest or the death or total disability of a Partner shall not cause a termination, or require liquidation, of the Joint Venture Partnership, but the Joint Venture Partnership shall be continued by the remaining Partners under the same name, as a continuing Joint Venture Partnership, subject to all of the terms and conditions of this agreement.

Upon the death of an individual Partner, the remaining Partners shall purchase said deceased Partner's Interest for fair value pursuant to the price and conditions as set forth in Article X above. In the event the above occurs prior to the completion of the Real Estate Development, the remaining Partners shall pay to the administrators, executors, heirs, successors and assigns of the deceased Partner, the deceased Partner's initial capital investment into the Joint Venture Partnership.

ARTICLE XIII

The Joint Venture Partnership shall be terminated upon completion of the construction projects or earlier upon agreement of the Partners or in accordance with an election as set forth above. Upon termination, the Partners shall proceed with reasonable promptness to sell the Joint Venture Partnership assets, collect all amounts due the Joint Venture Partnership and liquidate the Joint Venture Partnership business. The proceeds of liquidation shall be applied and distributed in accordance with Illinois Law.

ARTICLE XIV

All notices required shall be in writing and shall be given in person or by certified mail. All of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the administrators, executors, heirs, successors and assigns of the Partners.

ARTICLE XV

This Agreement constitutes the entire agreement among the parties. No alleged covenant, representation or condition not expressed in this agreement shall effect or be effective to interpret, change or restrict the expressed provisions of this Agreement. Any attempts to amend this Agreement must be approved by both Joint Venture Partners.

ARTICLE XVI

This Agreement shall be construed in accordance with the laws of Illinois and may be executed in any number of counterparts, each of which shall be deemed an original.

ARTICLE XVII

In the event of a breach of this Joint Venture Agreement, and if a claim is made, the prevailing party shall be awarded any and all reasonable costs and attorney fees incurred through the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Davila General Contracting Inc., Partner

By: Alula

Title: President

Old Veteran Construction Inc., Partner.

By: 

Title: President

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 to 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

Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

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

B. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A – INSURANCE

Contractor must submit the following at the time of award:

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.

POLICY NUMBER: MKLV3PBC000160
 DAVILA GENERAL CONTRACTING, INC.

COMMERCIAL GENERAL LIABILITY
 CG 20 10 04 13

**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
As required by written contract executed by both parties prior to loss	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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

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

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

1. Required by the contract or agreement; or

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

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

POLICY NUMBER: MKLV3PBC000160
 DAVILA GENERAL CONTRACTING, INC.

COMMERCIAL GENERAL LIABILITY
 CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

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

whichever is less.

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



HUB International Limited

55 East Jackson Boulevard, Floor 14A
Chicago, IL 60604
P: (815) 485-4100
F: (815) 485-2936
www.hubinternational.com

March 8, 2019

Public Building Commission of Chicago
Richard J. Daley Center, Suite 200
Chicago, IL 60602

RE: Davila-OVC JV, 10958 S. Halsted Street, Chicago, IL 60628

Please note that we will be able to procure Builders Risk if requested for Job Order Contracting Services (PS3012E).

Thanks!

A handwritten signature in black ink that reads "Michelle Haskell". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michelle Haskell, CISR
HUB International Midwest Limited



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or



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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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Valley Forge Insurance Company

Insured Name: Old Veteran Construction, Inc.

Policy No: 6075975254

Endorsement No: 4

Effective Date: 03/05/2019

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. **CONTRACTUAL LIABILITY – RAILROADS**

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. **ELECTRONIC DATA LIABILITY**

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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



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- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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Insured Name: Old Veteran Construction, Inc.

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j. **Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



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- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. \$500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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Valley Forge Insurance Company

Insured Name: Old Veteran Construction, Inc.

Policy No: 6075975254

Endorsement No: 4

Effective Date: 03/05/2019

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Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

CNA74705XX (1-15)

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Valley Forge Insurance Company

Insured Name: Old Veteran Construction, Inc.

Policy No: 6075975254

Endorsement No: 4

Effective Date: 03/05/2019

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	CNA PARAMOUNT Contractors' General Liability Extension Endorsement
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- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

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

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Valley Forge Insurance Company
Insured Name: Old Veteran Construction, Inc.

Policy No: 6075975254
Endorsement No: 4
Effective Date: 03/05/2019

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CNA PARAMOUNT

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Valley Forge Insurance Company

Insured Name: Old Veteran Construction, Inc.

Policy No: 6075975254

Endorsement No: 17


Effective Date: 03/05/2019

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	<p style="text-align: right;">CNA PARAMOUNT</p> <p style="text-align: center;">Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement</p>
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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

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

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

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

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

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

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

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

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

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

All other terms and conditions of the Policy remain unchanged.

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

CNA75079XX (10-16)

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Valley Forge Insurance Company

Insured Name: Old Veteran Construction, Inc.

Policy No: 6075975254

Endorsement No: 17

Effective Date: 03/05/2019

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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:

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)

Date

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Date

Phone

Signature

Name (Print)

Signature

Name (Print)

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
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$	\$
Percent of Total Base Proposal		%	%

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

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

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

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

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

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT D – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

{Insert Executive Director Name}, Executive Director
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:

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: JOC PS3012
 - a. Description of goods or services to be provided under Contract
General Contractor
2. Name of Contractor: Davila / OVC JV
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)
N/A	N/A	N/A	N/A

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

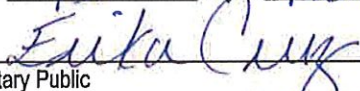
4. The Contractor understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information 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	02/01/2019 _____ Date
Asha Davila _____ Name (Type or Print)	President _____ Title

Subscribed and sworn to before me
this 1st day of February, 2019 (SEAL)



Notary Public

Commission expires:

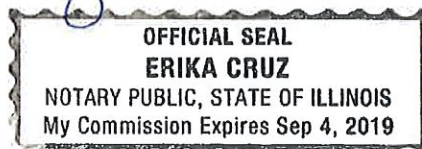


EXHIBIT F – PERFORMANCE AND PAYMENT BOND

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 reference 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.

EXHIBIT F – PERFORMANCE AND PAYMENT BOND

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 (Seal)

City State

Partner

CORPORATE SEAL

ATTEST:

BY

Secretary
Title

Corporate Principal
BY _____

President
Title

SPECIMEN

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 I am the
Secretary of the _____
corporation named as Principal in the within bond, that _____ who signed on behalf of
the Principal was then present _____ of said corporation; that I know this person's signature, and the signature
hereto is genuine; and the 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

COOK COUNTY PREVAILING WAGE

CURRENT PREVAILING WAGE RATES

Prevailing Wage rates for Cook County effective Sept. 1, 2017		Region	Type	Class	Base Wage	Fore- man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
Trade Title													
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 FNSHER	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	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	2	48.80	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	3	46.25	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	4	44.50	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	5	53.85	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	6	51.10	54.10	2	2	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	BLD	7	53.10	54.10	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	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	2	54.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	3	48.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	4	40.25	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	5	57.40	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	FLT	6	38.00	55.90	1.5	1.5	2	18.05	13.60	1.90	1.30
OPERATING ENGINEER	ALL	HWY	1	48.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	2	47.75	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	3	45.70	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	4	44.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	5	43.10	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	6	51.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
OPERATING ENGINEER	ALL	HWY	7	49.30	52.30	1.5	1.5	2	18.80	14.35	2.00	1.30
ORNAMNTL IRON WORKER	ALL	ALL		46.75	49.25	2	2	2	13.90	19.79	0.00	0.75
PAINTER	ALL	ALL		45.55	51.24	1.5	1.5	1.5	11.56	11.44	0.00	1.87
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIVER	ALL	ALL		46.35	48.35	1.5	1.5	2	11.79	18.87	0.00	0.63
PIPEFITTER	ALL	BLD		47.50	50.50	1.5	1.5	2	10.05	17.85	0.00	2.12
PLASTERER	ALL	BLD		42.75	45.31	1.5	1.5	2	14.00	15.71	0.00	0.89
PLUMBER	ALL	BLD		49.25	52.20	1.5	1.5	2	14.34	13.35	0.00	1.28
ROOFER	ALL	BLD		42.30	45.30	1.5	1.5	2	9.08	12.14	0.00	0.58
SHEETMETAL WORKER	ALL	BLD		43.50	46.98	1.5	1.5	2	11.03	23.43	0.00	0.78
SIGN HANGER	ALL	BLD		31.31	33.81	1.5	1.5	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 scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS ELECTRICIAN

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

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screenshot; 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

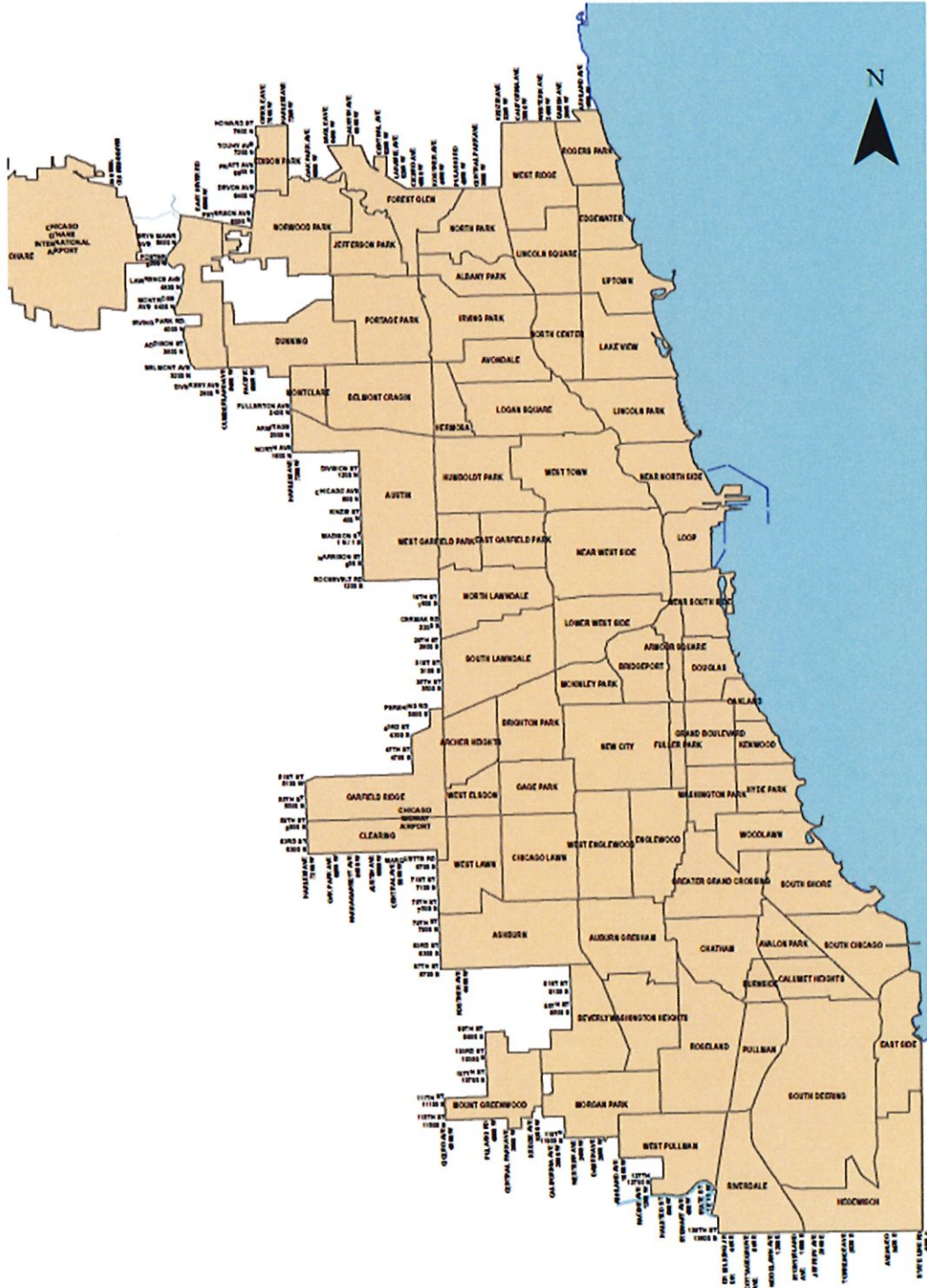


EXHIBIT J – ASSIST AGENCIES

 <h1 style="margin: 0;">PBC ASSIST AGENCIES</h1>		
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 pbcchicago.com/doing-business/assist-agencies/		
P.O. Box #19670 Chicago, IL 60619	African American Contractors Association * Omar Shareef (312) 915-5960	aacanatlassoc@gmail.com aacanatl.org
12000 S Marshfield Ave Calumet Park, IL 60827	Black Contractors United * Carole Williams (708) 389-5730	bcunewera@att.net blackcontractorsunited.com
1633 S Michigan Ave Chicago, IL 60615	CANDO Corporation LaVerne Hall (312) 488-9338	LHall@candocorp.net
800 E 78th St Chicago, IL 60619	Chatham Business Association: Small Business Development, Inc. Melinda Kelly (773) 994-5006	melindakelly@cbaworks.org cbaworks.org
4510 S Michigan Ave Chicago, IL 60653	Chicago Urban League Jason Johnson (773) 451-3547	jjohnson@thechicagourbanleague.org thechicagourbanleague.org
2444 W 16th St Chicago, IL 60608	Chicago Women in Trades * Jayne Vellinga (312) 942-1444	jvellinga@cwit2.org chicagowomenintradess2.org
ATTN: Adam Weiss 111 W Washington, #1700 Chicago, IL 60602	ConstructConnect Cassidy Bailey (800) 364.2059 ext. 7204	cassidy.bailey@constructconnect.com ConstructConnect.com
202 S Halsted St Chicago Heights, IL 60411	Construction Business Development Center at Prairie State College Paul Murtagh (708) 709-3692	pmurtagh@prairiestate.edu prairiestate.edu
4210 W Irving Park Rd Chicago, IL 60641	Federation of Women Contractors * Beth Doria (312) 360-1122	fwcchicago@aol.com fwcchicago.com
650 W Lake St, #415 Chicago, IL 60661	Hispanic American Construction Industry Association Jorge Perez (312) 575-0389	jperez@haciaworks.org haciaworks.org
411 Hamilton Blvd, #1404 Peoria, IL 61602	Illinois Black Chamber Of Commerce Kenyatta Fisher (309) 740-4430	larryivory@illinoisblackchamber.org illinoisblackchamber.org
3512 W Fullerton Ave Chicago, IL 60647	Latin American Chamber Of Commerce D. Lorenzo Padron (773) 252-5211	d.lorenzopadron@laccusa.com laccusa.com
930 E 50th St Chicago, IL 60615	Rainbow/PUSH Coalition John Mitchell (773) 256-2766	jmitchell@rainbowpush.org rainbowpush.org
1750 E 71st St Chicago, IL 60649	South Shore Chamber, Inc. Tonya Trice (773) 955-9508	trice@southshorechamberinc.org southshorechamberinc.org
8 S Michigan Ave, #400 Chicago, IL 60603	Women's Business Development Center Frieda Curry (312) 853-3477	fcurry@wbdc.org wbdc.org
308 Circle Ave Forest Park, IL 60130	Women Construction Owners & Executives * Mary Kay Minaghan (708) 366-1250	mkm@mkmservices.com wcoesa.org
1250 Grove Ave, #200 Barrington, IL 60010	U.S. Minority Contractors Association 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

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.

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

JFM
4/8/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5

James Bebley *JB*
James Bebley, General Counsel *JFM*
4/8/15

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: Black Caucus

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]
[Handwritten initials]

Attest: Estela G. Bellan
Estela G. Bellan, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

✓ 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
Its: BUSINESS MANAGER / SECRETARY TREASURER

113369.10

Dated this _____ day of _____, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

DM
4/8/15

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

Date: 3/6/15

Board Report #: 15-0128-EX5-1

James Bobloy
James Bobloy, General Counsel

DM
4/8/15

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST. CHICAGO, IL.

City, State, Zip Code: 60611

Telephone Number: (312) 787-3076

By: Stacy Demaris
His: VICE PRESIDENT

113369.10

Dated this _____ day of _____, 2015, in Chicago, Illinois,

CHICAGO BOARD OF EDUCATION

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

Handwritten initials: JPM, VBS

Attest: Esjela G. Beltran
Esjela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Hobley
James Hobley, General Counsel

Labor Organization: Cement Masons Local 502

Address: 739 25th Ave

City, State, Zip Code: Belwood IL 60004

Telephone Number: 708-344-9100

By: Tobias Alvarado

Its: PRESIDENT

Dated this 5 day of FEB, 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: IBEW, LOCAL 134

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

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

3-9-15

-7-

Dated this 9TH day of MARCH, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

Handwritten initials and date: JPM 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

Handwritten initials and date: JPM 3/6/15

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. ...
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

JTM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel *JTM*
2/3/15

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr Suite U

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

Telephone Number: 708 468 8000

By: Brian Flynn
Its: BUSINESS MANAGER

Dated this _____ day of _____, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM
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

ATM
3/6/15

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

DM
4/15

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
4/15

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8284

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

ATM
AMS

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

Board Report#: 15-0128-EX5-1

James Bobley
James Bobley, General Counsel

ATM
AMS

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 Sautter
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

DTM
4/23

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

DTM
4/23

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

JTM
RMS

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
RMS

Labor Organization: MACHINERY/TOOLS RIGGERS MACHINERY & RECTORS

Address: 1820 BEACH ST.

City, State, Zip Code: BRONXVIEW, ILL 60656

Telephone Number: 708-615-9300

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

JFM
3/15/15

Attest: Estela G. Bellan
Estela G. Bellan, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobbey
James Bobbey, General Counsel

Labor Organization: Painters District Council #14
Address: 4860 W. Adams
City, State, Zip Code: Chicago, IL 60607
Telephone Number: (312) 421-0046
By: [Signature]
Its: _____

113369.10

Dated this 6th day of FEBRUARY, 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: PIPE FITTERS L.U. 597

Address: 45N OGDEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 x 240

By: James Buchanan
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

ATM
KMS

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
yne

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

JTM
FINE

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
FINE

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: By Meryll
Its: President/Business Manager

113369.10

Dated this _____ day of _____, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

DTM
4/13

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

Board Report#: 15-0128-EX5-1

James B. Boley
James Boley, General Counsel

DTM
4/13

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSDALE, IL 60162

Telephone Number: 708-449-0073

By: President
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
2/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
2/15

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

Address: 11900 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: [Signature]
Its: Business Manager

Dated this _____ day of _____, 2015, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

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

ATM
4/15

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

Board Report#: 15-0128-EX5-1

James Hebley
James Hebley, General Counsel

ATM
4/15

Labor Organization: TEAMSTERS LOCAL UNION NO. 731

Address: 1000 Burr Ridge Pkwy. Ste. 300

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

Telephone Number: (630) 887-4100

By: Tom Hamrad
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) 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 1st 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 M. Beltran
Estela G. Beltran, Secretary

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

JTM
XMS

Date: 3/5/15

Board Report: 15-0128-EX 5-2

James L. Bebley
James L. Bebley, General Counsel

JTM
XMS

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____

CHICAGO BOARD OF EDUCATION

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

JTM
XNS

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

Date: 3/5/15

Board Report: 15-0128-EXS-2

James L. Bebley
James L. Bebley, General Counsel

JTM
XNS

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: Black W/ers
Address: 660 Industrial Dr
City, State, Zip Code: Elmhurst IL 60126
Telephone Number: 630 941 2300
By: James Allen
Its: JAMES ALLEN

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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel 

Labor Organization: Local 17 Heat + Frost Insulators

Address: 18520 Spring Creek Dr suite u

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

Telephone Number: 708 468 8000

By: Brian Flynn
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

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 JLM
2/15

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


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: ARCHITECTURAL + ORNAMENTAL FW 63

Address: 2525 W. LEXINGTON ST

City, State, Zip Code: BROADVIEW, IL 60156

Telephone Number: 708-344-7727

By: [Signature]

Its: BUSINESS MANAGER, FST

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

CHICAGO BOARD OF EDUCATION

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

[Handwritten initials]

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

Labor Organization: MACHINERY/MOVERS/RIGGERS MACHINERY/ERECTORS

Address: 1820 BEACH ST

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

Telephone Number: 708-615-9300

By: Robert Fulton

Its: BMFS-T

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

ATM
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

ATM
2/3/15

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

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Saporito
Its: Business Representative


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

CHICAGO BOARD OF EDUCATION

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

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: 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


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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel 

Labor Organization: LOCAL 134 IBEW

Address: 600 W WASHINGTON

City, State, Zip Code: CHICAGO IL 60661

Telephone Number: 312 454-1340

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

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

CHICAGO BOARD OF EDUCATION

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

DTM
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

JLB

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


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 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: United Union of Roofers Waterproofers & Allied Workers Local 11

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Sam Mengel
Its: President/Business Manager

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CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

James L. Bebleyl
James L. Bebleyl, General Counsel JTM
2/28/15

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 

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: 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


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

Labor Organization: CEMENT MASONS UNION LOCAL 502

Address: 239 25th AVENUE

City, State, Zip Code: BELWOOD FL 60104

Telephone Number: 7085449000

By: *[Signature]*

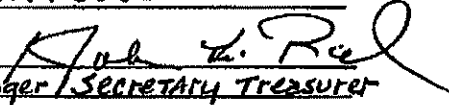
Its: PERMITS

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 
His: 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: Yon Roman

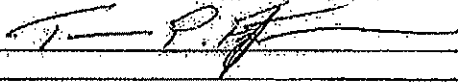
Its: VICE PRESIDENT

Labor Organization: Palmer's District Council #14

Address: 1456 W. Adams

City, State, Zip Code: Chicago, IL 60607

Telephone Number: (312) 421-0046

By: 

Its: _____

3-9-15

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

Labor Organization: _____
Address: _____
City, State, Zip Code: _____

5860 W. 111th St.

Chicago Ridge, IL 60415

Telephone Number: 708-907-7270

By: *David D. Bennett*
Its: Business MGR / President

Labor Organization: Laboreers District Council of Chicago & Vicinity

Address: 999 McClintock Drive, Suite 300

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

Telephone Number: 630.655.8289

By: James P. Lammell

Its: Business Manager

Labor Organization: Laboreers 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 Plannell

Its: Bernard Michayev



END OF BOOK 1