

**AMENDMENT ONE
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
JOSEPH LOVETT ELEMENTARY SCHOOL
CONTRACT NUMBER PS3025E**

This Amendment to Agreement Number **PS3025E** (“**Amendment**”) is entered into as of February 25, 2022 by and between the **Public Building Commission of Chicago**, a municipal corporation organized and operating under the Constitution of the State of Illinois and having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 (“**Commission**”), and **Blinderman ALL JV** with offices located at 224 North Desplaines, Suite 650, Chicago, Illinois (“**Blinderman ALL JV**” or “**Construction Manager**”) and hereby amends the Agreement for the Joseph Lovett Elementary School (the “**Agreement**”) dated February 13, 2019, between the Commission and the Construction Manager as further set forth herein. Collectively, PBC and Blinderman ALL JV” or Construction Manager are referred to herein as the “**Parties.**”

RECITALS

WHEREAS, the Commission, on behalf of the Chicago Public Schools (“**CPS**”), has undertaken the renovation, rehabilitation, improvement, and construction of the of the Joseph Lovett Elementary School (the “**Project**”) located at 6333 West Bloomingdale Avenue, Chicago, Illinois; and

WHEREAS, the Commission requires certain construction manager services (“**Services**”) described in this Agreement for the Project; and

WHEREAS, at its annual meeting on October 1, 2018, the Board of Commissioners of the Public Building Commission of Chicago (PBC Board) approved a partial undertaking for the Project; and

WHEREAS, at its regular meeting on February 13, 2019, the PBC Board approved the appointment of Blinderman ALL JV to be the Construction Manager for the Project; and

WHEREAS, the Commission approved an Initial Guaranteed Maximum Price (“**IGMP**”) of \$1,600,000 with Blinderman ALL JV for the Project; and

WHEREAS, the Commission approved an Amendment One Guaranteed Maximum Price (“**GMP**”) of \$817,375.14. with Blinderman ALL for the Project; and

WHEREAS, the Commission and Construction Manager desire to amend the Agreement to establish a revised GMP in the amount of **\$817,375.14** (including the previously approved IGMP) as provided in this Amendment that is within the amount that has been authorized by the PBC Board for the Project; and;

**AMENDMENT ONE
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
JOSEPH LOVETT ELEMENTARY SCHOOL
CONTRACT NUMBER PS3025E**

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Commission and Construction Manager, the Parties hereby agree to amend the Agreement as follows:

AMENDMENT

I. TERMS AND CONDITIONS

The recitals set forth are hereby incorporated in and made a part of the Agreement.

II. COMPENSATION

- a. **DELETE** the form in **Exhibit H** of the Agreement “Initial Guaranteed Maximum Project Cost” and **REPLACE** with the “Amendment One Guaranteed Maximum Project Cost”

III. ADD EXHIBIT I “MBE/WBE Approved Plan”.

- a. This Exhibit is incorporated in and made part of the Agreement.

IV. ADD EXHIBIT J “Community Area Map”

- a. This Exhibit is incorporated in and made part of the Agreement.

V. ADD EXHIBIT K “EEO/Workforce Requirements”

- a. This Exhibit is incorporated in and made part of the Agreement.

VI. ADD EXHIBIT L “Chicago Board of Education Multi-Project Labor Agreement”

- a. This Exhibit is incorporated in and made part of the Agreement.

VII. ADD EXHIBIT M “Fee Waiver”

- a. This Exhibit is incorporated in and made part of the Agreement.

(Remainder of the page is intentionally left blank)

GUARANTEED MAXIMUM PROJECT COST

Blinderman ALL JV

Amendment One

Joseph Lovett Elementary School - PS3025E

DESCRIPTION	COST
1. General Conditions	<u>\$172,473.00</u>
2. Payment and Performance Bond & Insurance	<u>\$22,691.00</u>
Payment and Performance Bond \$12,506.00 Insurance \$10,185.00	
3. Construction (A+B+C)	
A. Pre-Construction Services	<u>\$355,258.00</u>
B. Cost of the Work	
Cost of Construction (General Requirements + Cost of Construction)	<u>\$197,324.04</u>
Site Work Allowance	\$0.00
CM's Contingency	\$40,000.00
Commission's Contingency	\$0.00
C. Allowances and Contingencies TOTAL	<u>\$40,000.00</u>
TOTAL Cost of the Work (Pre-Construction, Cost of Construction + Allowances + CM Contingency + Commission's Contingency) (A+B+C)	<u>\$592,582.04</u>
4. Construction Manager's Fee (percentage of the total value of line 3)	<u>5.00%</u>
The Guaranteed Maximum Project Cost Proposal will be the added values of Lines 1 + 2 + 3 + 4	<u>\$817,375.14</u>

¹ Unused portions of all contingencies and allowances will be returned to the Project's budget and ultimately, the User Agency (CPS)

Signature: 

Date: 2-28-2022

Exhibit I

MBE/WBE Approved Plan

(ATTACHED HERETO AND INCORPORATED HEREIN)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

MWBE PLAN APPROVAL



Public Building Commission of Chicago • Richard J. Daley Center • 50 West Washington, Room 200 • Chicago, Illinois 60602 • Tel: 312-744-3090 • Fax: 312-744-8005

CONTRACT INFORMATION

Project	Lovett Elementary School Renovations	Project No	05355
Contract Name	Construction Manager at Risk	Contract No	PS3025E
Contractor/Consultant	Blinderman ALL Masonry JV	Contract Amount	\$592,582.04
For Credit Amount		Schedule D	<input checked="" type="radio"/> Yes <input type="radio"/> No
Description of Services	Lovett Elementary School Renovations		

MWBE UTILIZATION PLAN

Name Contractor	Type Work	MBE Allowed	WBE Allowed	Not Allowed	Schedule C
ALL Masonry Construction Co.	Masonry and Project Administration	\$ 156,256.60		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Midway Contracting Group	Demolition & Abatement	\$ 18,000.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Drive Construction	Drain Rodding	\$ 6,400.00		<input type="checkbox"/>	<input checked="" type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
Totals		\$ 180,656.60	\$ 0.00		
Goal % Approved		30.49%	0.00%		

WAIVER

Waiver Requested	<input type="radio"/> Yes <input checked="" type="radio"/> No	Waiver Approved	<input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A
Waiver Approval Justification			

Approved: Yes No

Signed: **Patrice Doyle**

Digitally signed by Patrice Doyle
DN: cn=Patrice Doyle, o=Public Building Commission of Chicago, email=patrice.doyle@cityofchicago.org, c=US
Date: 2022.02.24.10:47:35 -0500

Date: 02/24/2022

05355-10-06

File Code:

Requires Additional Consideration (specify):

PUBLIC BUILDING COMMISSION OF CHICAGO
SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation
(1 of 2)

Name of Project: Lovett Elementary Renovations

Project Number: PS3025E

STATE OF ILLINOIS }
 } SS
 COUNTY OF COOK }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the
Principal Representative

Title and duly authorized representative of
Blinderman ALL JV

Name of General Contractor whose address is
224 N Desplaines St., Suite 650

in the City of Chicago, State of Illinois

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
ALL Masonry Construction Co.	Masonry & Project Administration	\$ 156,256.60	\$
Midway Contracting Group	Demolition & Abatement	\$ 18,000.00	\$
Drive Construction	Drain Rodding	\$ 6,400.00	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
Total Net MBE/WBE Credit		\$ 180,656.60	\$
Percent of Total Base Bid		30.49 %	0.00% %

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.

PUBLIC BUILDING COMMISSION OF CHICAGO
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.

By:
Blinderman Construction Co., Inc.



Name of Contractor (Print)
2-24-2022

Signature
Steven Blinderman

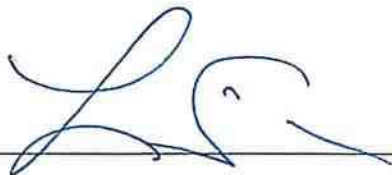
Date
3/2 982-2602

Name (Print)

Phone

IF APPLICABLE:

By:
ALL Masonry Construction Co.



Joint Venture Partner (Print)
24 FEB 2022

Signature
Luis Puig

Date
773.489.1280

Name (Print)

Phone/FAX

MBE WBE Non-MBE/WBE

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project:

CMAR Lovett Elementary Renovations _____ Project

Number: PS3025E

FROM:

ALL Masonry Construction Co. Inc. MBE WBE

(Name of MBE or WBE)

TO:

Blinderman ALL JV and Public Building Commission of
Chicago (Name of Bidder)

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 12/14/2019. 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.

Selective demolition and re-installation, contract administration

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

\$156,256.60

PUBLIC BUILDING COMMISSION OF CHICAGO

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:

NOT APPLICABLE

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

SUB-SUBCONTRACTING LEVELS

0.00 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0.00 % 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 of 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:

ALL Masonry Construction Co.

Name of MBE/WBE Firm (Print)

02/08/2022

Date

(773) 489-1280

Phone

Handwritten signature of Luis Puig

Signature

Luis Puig

Name (Print)

IF APPLICABLE:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE [] WBE [] Non-MBE/WBE []

Phone



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 14 2019

Luis Puig, Jr.
A.L.L. Masonry Construction, Co. Inc.
1425 S. 55th Ct.
Cicero, Illinois 60804

Dear Mr. Puig:

We are pleased to inform you that **A.L.L. Masonry Construction, Co. Inc.** is certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **12/01/2022**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **12/01/2019, 12/01/2020, and 12/01/2021**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **12/01/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **10/01/2022**.

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

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

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

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

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

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

NAICS Code(s):

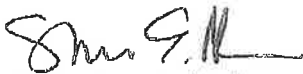
236210 – Industrial Building Construction

236220 – Commercial and Institutional Building Construction

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

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/vlw

Certification: View

[Certification List](#)[Submit Change Request](#)[View Letters & Certificates](#)[Add Date Alert](#)

Vendor Capabilities

BUSINESS NAME	A.L.L. Masonry Construction Co., Inc. DBA ALL Construction Group
SYSTEM VENDOR NUMBER	20071891
PRIMARY OWNER'S NAME	Mr. Luis Puig, Jr.
ETHNIC GROUP	Hispanic/Latino
GENDER	Male

Certification Information

CERTIFYING AGENCY	City of Chicago
CERTIFICATION TYPE	MBE - Minority Business Enterprise
EFFECTIVE DATE	3/14/2019
RENEWAL DATE	12/1/2021

Contact Information

MAIN COMPANY EMAIL	louis@allmasonry.com
MAIN PHONE	773-489-1280
MAIN FAX	773-489-0360
MAIN COMPANY WEBSITE	http://allmasonry.com

Addresses

PHYSICAL ADDRESS	1425 S. 55th Ct. Cicero, IL 60804-1841
MAILING ADDRESS	1414 West Willow Street Chicago, IL 60622-1559

Business Capabilities

BUSINESS CERTIFIED FOR	NAICS 236210 Industrial Building Construction NAICS 236220 Commercial building construction general contractors
FULL DESCRIPTION OF CAPABILITIES/PRODUCTS	NAICS 236210 Industrial Building Construction NAICS 236220 Commercial building construction general contractors
COMMODITY CODES	NAICS 236210 Industrial Building Construction (More) NAICS 236220 Commercial building construction general contractors (More)

Owner Ethnicity and Gender	
ETHNIC GROUP	Hispanic/Latino
GENDER	Male
DBE ETHNIC GROUP	Hispanic American

Location	
COUNTY	Cook (IL)

Additional Information	
WARD	2
COMMUNITY AREA	24 West Town
QUALIFIED INVESTMENT AREA	No

Letters & Certificates				
View	Letter Type	Format	Date Sent	Viewed

Certification List

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project:
CMAR Lovett Elementary Renovations Project

Number: PS3025E

FROM:
Midway Contracting Group MBE WBE
(Name of MBE or WBE)

TO:
Blinderman ALL JV and Public Building Commission of
Chicago (Name of Bidder)

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 9/2/2021. 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.

Selective demolition & abatement

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

\$18,000.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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:

_____ N/A

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

SUB-SUBCONTRACTING LEVELS

0.00 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0.00 % 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 of 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:

Midway Contracting Group

Name of MBE/WBE Firm (Print)

4-1-19

Date

708-342-1200

Phone

Aaron Villegas

Signature

Aaron Villegas

Name (Print)

IF APPLICABLE:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE WBE Non-MBE/WBE



TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

OFFICE OF CONTRACT COMPLIANCE

Lisa Alexander

DEPUTY DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

September 2, 2021

Mr. Aaron Villegas
President
Midway Contracting Group, LLC
7413 Duvan Drive, Unit 2A
Tinley Park, IL 60477

Re: Annual Certification Expires: September 2, 2022

Dear Mr. Villegas:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE)** Cook County Government. This certification is valid until **September 2, 2025**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as an **MBE** vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

**CONSTRUCTION: ASBESTOS AND LEAD ABATEMENT;
ENVIRONMENTAL REMEDIATION; AND INTERIOR DEMOLITION**

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

Thank you for your continued interest in Cook County Government's Minority, Women, Veteran, Service-Disabled Veteran and People with Disabilities Business Enterprise Programs.

Sincerely,

Lisa Alexander

Lisa Alexander
Contract Compliance Deputy Director

LA/ew.

PUBLIC BUILDING COMMISSION OF CHICAGO

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

Name of Project:

CMAR Lovett Elementary Renovations Project

Number: PS3025E

FROM:

Drive Construction MBE WBE
(Name of MBE or WBE)

TO:

Blinderman ALL JV and Public Building Commission of
Chicago (Name of Bidder)

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

a Sole Proprietor
 a Partnership

a Corporation
 a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated 07/01/2019. 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.

Roof drain rodding and televising

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

\$6,400.00

PUBLIC BUILDING COMMISSION OF CHICAGO

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:

Three horizontal lines for describing partial pay items.

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

SUB-SUBCONTRACTING LEVELS

0.00 % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

0.00 % 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 of 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:

Drive Construction
Name of MBE/WBE Firm (Print)
02/08/2022
Date
(708) 552-5427
Phone

Signature
Gerardo Cortez
Name (Print)

IF APPLICABLE:

Joint Venture Partner (Print)
Date
Phone

Signature
Name (Print)
MBE [] WBE [] Non-MBE/WBE []



DEPARTMENT OF PROCUREMENT SERVICES

JUL 01 2019

CITY OF CHICAGO

Gerardo Cortez
Drive Construction, Inc.
7235 S. Ferdinand Ave.
Bridgeview, IL 60455

Re: Expansion in Codes

Dear Mr. Cortez:

We are pleased to inform you that we have updated your certification to reflect your firm's expansion in NAICS codes. **Drive Construction, Inc.** continues to be certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **03/01/2022**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **Annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **03/01/2020 and 03/01/2021**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **03/01/2022**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **01/01/2022**.

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

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

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;

W
CP

- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

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

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

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

NAICS Code(s):

- 236118 – Addition, Alteration and Renovation, Multifamily Building, General Contractors**
- 236220 – Addition, Alteration and Renovation General Contractors, Commercial and Institutional Building**
- 238110 – Concrete Contractors**
- 238130 – Carpentry, Framing**
- 238140 – Masonry Contractors**
- 238220 – Plumbing Contractors**
- 238310 – Drywall and Insulation Contractors**
- 238320 – Painting and Wall Covering Contractors**
- 238330 – Flooring Contractors**
- 238340 – Marble, Granite and Slate, Interior Contractors**
- 238350 – Carpentry Work (except framing)**

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

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

Sincerely,



Shannon E. Andrews *ms*
Chief Procurement Officer

SEA/vlw

Exhibit J

Community Area Map

(ATTACHED HERETO AND INCORPORATED HEREIN)

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Lovett Elementary School Renovation Community Hiring Areas

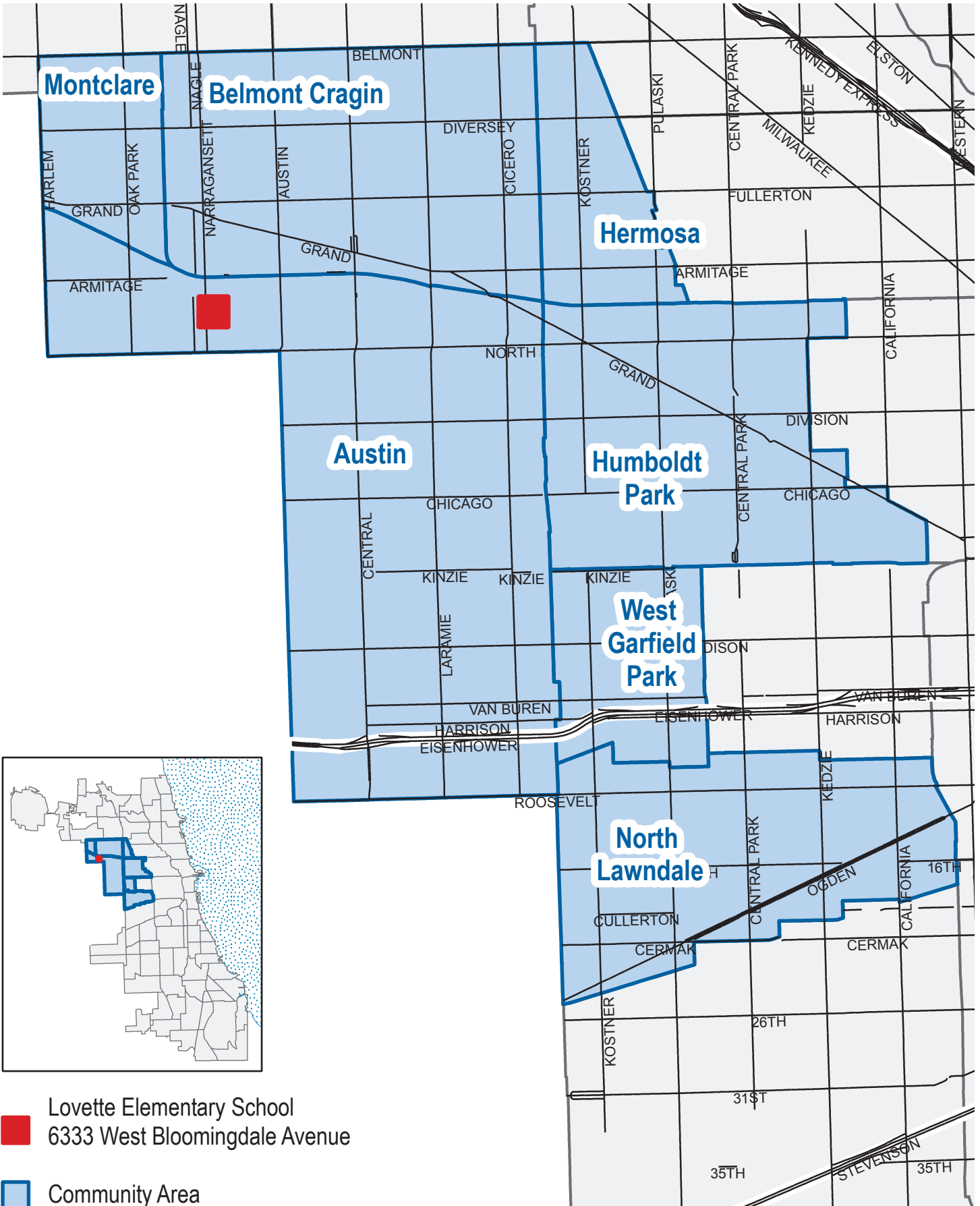


Exhibit K

EEO/Workforce Requirements

(ATTACHED HERETO AND INCORPORATED HEREIN)

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JOSEPH LOVETT ELEMENTARY SCHOOL
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
EEO/WORKFORCE REQUIREMENTS

Award Criteria Figure/EEO Workforce Requirements

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 bids and awarding the contract.

A contract in the amount of the Total Base Bid (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure.

For Construction Manager at Risk (CM) and Design Build (DB) contracts, the PBC establishes the appropriate Award Criteria in the RFP process and calculates any liquidated damages in conjunction with the respective GMP. The Award Criteria is also referred to as EEO/Workforce Requirements for CM and DB projects.

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 an Award Criteria Figure Formula for both Total Base Bid and Total Base Bid with Alternate Scenario(s) and transfer the final Award Criteria Figure - Line 15 (of chart below) to the space provided on the itemized BID FORM. Failure to complete the formula may be cause for rejection of the Bidder's BID. 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.

For CM and DB contracts, the PBC will ensure the Respondent adheres to the figures in Lines 2, 4, 6, 8, 10 and 12.

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

2. Award Criteria Figure Formula

Line 1. **TOTAL BASE BID** (Refer to Line 7 of BID FORM), in figures
CM and DB contracts are based on current GMP

[See GMP](#)

JOSEPH LOVETT ELEMENTARY SCHOOL
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
EEO/WORKFORCE REQUIREMENTS

Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by Minority Journeyworkers during construction of the project. (Maximum figure 0.70)	<u>9.87%</u>
Line 3.	Multiply Line 2 by Line 1 by 0.04	_____
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%</u>
Line 5.	Multiply Line 4 by Line 1 by 0.03	_____
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>77.12%</u>
Line 7.	Multiply Line 6 by Line 1 by 0.01	_____
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by Female Journeyworkers during the construction of the project. (Maximum figure 0.15)	<u>0%</u>
Line 9.	Multiply Line 8 by Line 1 by 0.04	_____
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by Female Apprentices during construction of the project. (Maximum figure 0.15)	<u>0%</u>
Line 11.	Multiply Line 10 by Line 1 by 0.03	_____
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by Female Laborers during construction of the project. (Maximum figure 0.15)	<u>0%</u>
Line 13.	Multiply Line 12 by Line 1 by 0.01	_____
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	_____
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	_____

Award Criteria Figure (Insert Line 15 of Award Criteria Formula): \$***

****Please note Lines 2, 4, 6, 8, 10, and 12 are included in CM and DB Contracts. Calculations will be based on the above lines for any EEO provisions and liquidated damages in conjunction with the respective GMP.****

JOSEPH LOVETT ELEMENTARY SCHOOL
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
EEO/WORKFORCE REQUIREMENTS

3. City of Chicago Resident Employment

The specific City of Chicago Resident Employment Goals for this Project: 40%
“City of Chicago Residents” means persons domiciled within the City of Chicago. Domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

4. Community Hiring Employment

The specific Community Resident Employment Goals for this Project: 6.7%
(See EXHIBIT J Community Area Map). “Community Hiring Residents” means persons domiciled within the “Community Area Map” as defined in Agreement.

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 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 all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

5. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted 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:

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

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

JOSEPH LOVETT ELEMENTARY SCHOOL
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
EEO/WORKFORCE REQUIREMENTS

- 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:

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

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:

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

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

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

JOSEPH LOVETT ELEMENTARY SCHOOL
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
EEO/WORKFORCE REQUIREMENTS

6. Reporting

In accordance with this commitment, the Contractor must submit certified payroll in our electronic system and provide information for the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

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

Exhibit L

Chicago Board of Education Multi-Project Labor Agreement

(ATTACHED HERETO AND INCORPORATED HEREIN)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

- ; 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

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

DTM
JMS

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

Date: 3/6/15

Board Report#: 15-0128-EX5

James Bebley *JB*
James Bebley, General Counsel

DTM
JMS

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____

2015 FEB 19 PM 2:56

LAW DEPARTMENT

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/19/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/19/15

Labor Organization: BlackLATTERS

Address: 660 Industrial DR

City, State, Zip Code: ELmhurst IL 60126

Telephone Number: 630 941 2300

By: James Allen
Its: JAMES ALLEN

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. Beltran
Estela G. Beltran, Secretary

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

[Handwritten initials]
[Handwritten initials]

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

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

CHICAGO BOARD OF EDUCATION

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

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

JPM
3/6/15

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST. CHICAGO, IL.

City, State, Zip Code: 60611

Telephone Number: (312) 787-3076

By: Stan Plucin
Its: VICE PRESIDENT

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

CHICAGO BOARD OF EDUCATION

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

JTM
3/6/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Hobley
James Hobley, General Counsel

JTM
3/6/15

Labor Organization: CEMENT MASONS LOCAL 502

Address: 739 25th AVE

City, State, Zip Code: BELLWOOD IL 60604

Telephone Number: 708-344-9100

By: TOTAL 502
Its: PRESIDENT

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

CHICAGO BOARD OF EDUCATION

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

ATM
FEB 5

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
FEB 5

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

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

CHICAGO BOARD OF EDUCATION

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

DFM
YRS

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James B. Babley
James Babley, General Counsel

DFM
YRS

Labor Organization: INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Address: LOCAL NO. 2

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

708-907-7770

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

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

FTM
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

JTM
2/28/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
2/28/15

Labor Organization: Laborers District Council of Chicago & Vicinity

Address: 999 McClintock Drive Suite 300

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

Telephone Number: 630.655.8289

By: James P. Lawrence
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

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

APM
XMS

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

APM
XMS

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. Lamm
Its: Business Manager

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

CHICAGO BOARD OF EDUCATION

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

JTM
2/3/15

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

Board Report#: 15-0128-EX5-1

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

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.

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

Telephone Number: 708.366.1188

By: Craig 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

ATM
FINE

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
FINE

Labor Organization: ARCHITECTURAL + ORNAMENTAL IWO 63

Address: 2525 W. LEXINGTON ST.

City, State, Zip Code: BROOKVIEW, IL

Telephone Number: 708-344-7727

By: [Signature]

Its: BUSINESS MANAGER, FST

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

CHICAGO BOARD OF EDUCATION

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

ATM
FNS

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel ATM
FNS

Labor Organization: MACHINERY WORKERS RIGGERS MACHINERY & RECTORS

Address: 1820 BEACH ST.

City, State, Zip Code: BROADVIEW, ILL 60656

Telephone Number: 708-615-9300

By: Robert Fulton

Its: B M F S T

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

CHICAGO BOARD OF EDUCATION

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

JTM
4/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
4/15

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

Address: 120 East Ogden Ave, Suite 18A

City, State, Zip Code: Hinsdale, IL 60521

Telephone Number: 630-655-1930

By: Karl D. Scapoli
Its: Business Representative

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

CHICAGO BOARD OF EDUCATION

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

ATM
3/15

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

Date: 3/6/15

Board Report#: 15-0128-EX5-1

James Bobloy
James Bobloy, General Counsel

ATM
3/15

Labor Organization: Painters District Council #14

Address: 1486 W. Adams

City, State, Zip Code: CHICAGO, IL 60607

Telephone Number: (312) 421-0046

By: [Signature]
Its: _____

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

CHICAGO BOARD OF EDUCATION

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

JTM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

JTM
2/3/15

Labor Organization: PIPE FITTERS L.U. 597

Address: 45N ODGEN AVE

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191 x 240

By: James Buchanan
Its: BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

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

Address: 9838 W. Roosevelt Road

City, State, Zip Code: Westchester IL 60154

Telephone Number: 708-345-0970

By: Ray Mangel
Its: President/Business Manager

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

CHICAGO BOARD OF EDUCATION

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

ATM
2/3/15

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

Board Report#: 15-0128-EX5-1

James Bebley
James Bebley, General Counsel

ATM
2/3/15

Labor Organization: SHEET METAL WORKERS' LOCAL 73

Address: 4550 ROOSEVELT ROAD

City, State, Zip Code: HILLSDALE, IL 60162

Telephone Number: 708-449-0073

By: [Signature]
Its: PRESIDENT AND BUSINESS MANAGER

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

CHICAGO BOARD OF EDUCATION

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

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: 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 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 Bebley
James Bebley, 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 Hanrahan
Its: President

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

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

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

2. **Apprenticeship Goals and Supports for CPS Graduates.** Each Union will establish a goal that at least thirty percent (30%) of its apprenticeships, interns or other construction-related work opportunities annually will be composed of persons who graduated from the Chicago Public Schools ("CPS"). The Chicago and Cook County Building Trades Council ("CBTC") will regularly update its website (www.CBTC.org) 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 G. Beltran
Estela G. Beltran, Secretary

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

JTM
YMS

Date: 3/5/15

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

JTM
YMS

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____

CHICAGO BOARD OF EDUCATION

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

JTM
4/28/15

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

Date: 3/5/15

Board Report: 15-0128-EXS-2

James L. Bebley
James L. Bebley, General Counsel

JTM
4/28/15

Labor Organization: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

By: _____

Its: _____

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

CHICAGO BOARD OF EDUCATION

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

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

Board Report: 15-0128-EX5-2

[Signature]
James L. Bebley, General Counsel JTM
2/28/15

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

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

CHICAGO BOARD OF EDUCATION

By: David J. Vitale
David J. Vitale, President JTM
2/05

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel JTM
2/05

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 ATM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel ATM
2/10/15

Labor Organization: IRON WORKERS LOCAL #1

Address: 7720 INDUSTRIAL DR.


City, State, Zip Code: FOREST PARK IL 6030

Telephone Number: 708.366.6695

By: Craig 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 JTM
2/25

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel JTM
2/25

Labor Organization: MACHINERY MOVERS RIGGERS MACHINERY ERECTORS

Address: 1820 BEACH ST

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

Telephone Number: 708-615-9300

By: Robert Fulton

Its: BMTS-T

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

CHICAGO BOARD OF EDUCATION

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

FTM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bobley
James L. Bobley, General Counsel

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

Address: 120 East Ogden Ave, Suite 18A


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

Telephone Number: 630-655-1930

By: Karl D. Sarpolis
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 JTM
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 JTM
2/3/15

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

FTM
2/3/15

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

Board Report: 15-0128-EX5-2

James L. Bebley
James L. Bebley, General Counsel

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 Menzel
Its: President/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
2/3/15

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 JTM
2/3/15

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

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
XMS

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

Board Report: 15-0128-EX5-2

[Signature]
James L. Bchley, General Counsel JLM
4/10

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 JTM
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 JTM
2/3/15

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: 739 25th AVENUE

City, State, Zip Code: BELWOOD IL 60104

Telephone Number: 7085449100

By: *Richard Miller*

Its: PRESIDENT

Labor Organization: Boilermakers Union Local No. One

Address: 2941 S. Archer Ave

City, State, Zip Code: Chicago IL 60608

Telephone Number: 773-247-5225

By: JOHN F. Riel *John F. Riel*

Its: BUSINESS MANAGER / SECRETARY TREASURER

Labor Organization: CARPENTERS COUNCIL

Address: 12 EAST ERIE ST.

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

Telephone Number: (312) 787-3076

By: Stan Rumon

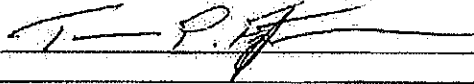
Its: VICE PRESIDENT

Labor Organization: Painters' 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: _____

Telephone Number: 708-907-7220

By: *David D. Bennett*

Its: Business MGR / President

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 A. [Signature]
Its: Business Manager

Labor Organization: Labors 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: Business Manager

Exhibit M

Fee Waiver

(ATTACHED HERETO AND INCORPORATED HEREIN)

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City of Chicago



O2016-8630

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	12/14/2016
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Waiver of building and facility-related permit and license fees for Public Building Commission
Committee(s) Assignment:	Committee on Finance



Fin

OFFICE OF THE MAYOR
CITY OF CHICAGO

RAHM EMANUEL
MAYOR

December 14, 2016

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Budget Director, I transmit herewith an ordinance extending a fee waiver for the Public Building Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

A handwritten signature in cursive script that reads "Rahm Emanuel".

Mayor

ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Pursuant to Section 2-8-065(c)(1) of the Municipal Code of Chicago (“Code”), the appropriate city departments are hereby authorized and directed to waive, in full, all permit fees, license fees, plan review fees and on-site inspection fees, including, but not limited to, demolition permits, sprinkler system permits, public way use permits, elevator permits and permits for work affecting parkway trees and shrubs, otherwise required to be paid by the Public Building Commission of Chicago (“PBC”), a governmental entity, in connection with the construction, repair, alteration, renovation, rehabilitation and maintenance of buildings, land, parks and other facilities owned by the below-named governmental entities and done by the PBC for the below-named governmental-entity clients of the PBC:

City of Chicago, including the Chicago Public Library
Chicago Public Schools
Chicago Park District
Chicago Infrastructure Trust, but only for projects of the above-named governmental entities

Provided, however, that the fee waivers authorized under this section shall not apply in connection with any monies owed by the City to any third party for any service provided to the City by such third party under the department of building's developer services program or under any other city program.

Provided further, that the fee waivers authorized under this section shall be used exclusively to carry out the PBC’s statutory and corporate purpose(s) in connection with work done by the PBC for the above-named governmental-entity clients of the PBC. As a continued condition to the grant of this waiver, all work requiring the submission of plans shall be done in accordance with plans submitted to and approved by the appropriate city department; all required permits and licenses shall be obtained; and said building, land, parks and facilities, and all appurtenances thereto, shall be constructed and maintained in compliance with the applicable provisions of this Code and any rules and regulations duly promulgated thereunder.

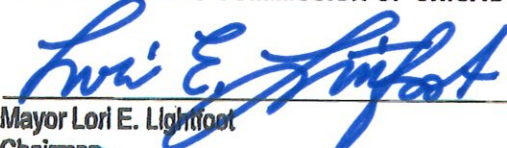
SECTION 2. The PBC shall submit to the Office of Budget and Management (“OBM”), on a quarterly basis, a written report summarizing the number and type of fee waivers granted to the PBC under Section 1 of this ordinance, and the amount of each fee so waived. Such written report shall be submitted in a manner and form acceptable to OBM.

SECTION 3. This ordinance shall take full force and effect upon its passage and approval; shall be retroactive until January 1, 2017; and shall be in force until December 31, 2019.

**AMENDMENT ONE
CONSTRUCTION MANAGEMENT RISK (CMAR) SERVICES
JOSEPH LOVETT ELEMENTARY SCHOOL
CONTRACT NUMBER PS3025E**

IN WITNESS WHEREOF, the parties hereto have agreed and executed this Amendment 1.

**ATTEST:
PUBLIC BUILDING COMMISSION OF CHICAGO**



Mayor Lori E. Lightfoot
Chairman



Secretary

Date: 03.02.22

Approved as to form and legality:



Neal & Leroy, LLC

Date: 3/1/2022

CONSTRUCTION MANAGER:


Blinderman Construction Co, Inc. (Joint Venture)



President or Authorized Designee

2-28-2022
Date

All Masonry Construction Co, Inc. (Joint Venture)



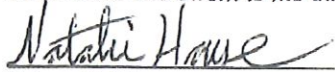
President or Authorized Designee

02-28-2022
Date

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of Cook
State of Illinois

Subscribed and sworn to me this 28 day of February, 2022.



Notary Public
My Commission expires: 10/08/2025

(SEAL OF NOTARY)

